

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

July 23, 2018

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

RE: Agreement with Douglass Acquisition Company LLC Frederick Douglass Development Project

Honorable City Council:

The Detroit Housing Commission ("DHC") recently entered into a purchase agreement for sale of the former Frederick Douglass public housing site ("Douglass Site") to the Douglass Acquisition Company LLC ("DAC") for \$23M. The Douglass Site, comprised of roughly 22 acres of vacant land near the southern end of Brush Park in the City of Detroit, has not had residents living at the site since 2008. DAC intends to develop the entire Douglass Site into several mixed-income residential projects providing over 800 units, along with construction of various other commercial, retail and public space components. Total development costs are expected to exceed \$300M.

In 2017, the Housing and Revitalization Department ("HRD") entered into an Affordable Housing Agreement ("AH Agreement") with Bedrock Management Services LLC ("Bedrock"), of which DAC is an affiliate, to provide for the construction of affordable housing units in the event the City supports Bedrock residential development with a financial incentive. HRD recognizes that the Douglass Site will require significant public road and utility infrastructure, pre-development, housing construction, site prep work and park construction ("Improvements") to become a viable project in the City. Additionally, HRD believes that the proposed development at the Douglass Site poses an opportunity to create new affordable residential units in the City of Detroit.

In support of the Improvements and creation of new affordable units at the Douglass Site, HRD has partnered with the Water & Sewerage Department ("DWSD") to make \$10.2M in funding available to DAC through the attached Development Agreement. Pursuant to the proposed Development Agreement, HRD would make Federal HOME (\$6M) and CDBG (\$3M) funds available to DAC, along with \$1.2M from DWSD, to support DAC's construction of the Improvements and a commitment that 156 units or 25% of the total rental units at the Douglass Site be affordable units for a period of 30 years under the terms of the AH Agreement.

CITY CLERK 2018 JUL 23 AM10:43



For the reasons stated above, we respectfully request your adoption of the attached resolution that: 1) approves the Development Agreement and 2) approves allocation and use of certain funding towards the Improvements in exchange for affordable housing units.

Respectfully submitted,

Donald Rencher, Director

Housing & Revitalization Dept.

Gary A. Brown, Director Water & Sewerage Dept.

cc:

S. Washington, Mayor's Office

RESOLUTION

BY (COUNCIL M	IEMBER:			

WHEREAS, the Douglass Acquisition Company LLC ("DAC") owns and/or has an enforceable contract to acquire certain vacant land in the City of Detroit ("City") consisting of roughly 22 acres and known as the "Douglass Site"; and

WHEREAS, the City and Bedrock Management Services LLC ("Bedrock") have entered into that certain Affordable Housing Agreement approved by Detroit City Council on July 25, 2017 ("AH Agreement") to provide for affordable housing units in the City of Detroit by Bedrock and its affiliates if the City provides financial incentives for a Bedrock, or Bedrock affiliated company, development project; and

WHEREAS, DAC is an affiliated company of Bedrock; and

WHEREAS, the City's Housing and Revitalization Department ("HRD") and Water and Sewerage Department ("DWSD") wish to support DAC's development of the Douglass Site pursuant to that certain Development Agreement, which is attached hereto as Exhibit A, between HRD, DWSD and DAC (the "Development Agreement") in exchange for: 1) construction of certain public road and utility infrastructure, pre-development, housing construction, site prep work and park construction ("Improvements") and 2) construction of 156 units or 25% of the total rental units at the Douglass Site as affordable units for a period of 30 years under the terms of the AH Agreement; and

WHEREAS, pursuant to the Development Agreement, HRD and DWSD will make certain funding available to DAC as follows:

- A. \$6,000,000.00 in HOME Investment Partnerships Program funding ("Home Funds");
- B. \$3,000,000.00 in CDBG Program funding ("CDBG Funds");
- C. \$1,200,000.00 from DWSD ("<u>DWSD Funds</u>");

now therefore be it

RESOLVED, that Detroit City Council hereby approves the Development Agreement, subject to the subsequent approval of the Development Agreement by the City's Board of Water Commissioners; and be it further

RESOLVED, that Detroit City Council hereby approves allocation and use of the Home Funds, CDBG Funds and DWSD Funds to DAC under the terms of the Development Agreement; and be it further

RESOLVED, that the HRD Director, or his authorized designee, be and is hereby authorized to execute the Development Agreement, as well as any such other documents as may be necessary to effectuate transfer of the HOME Funds and CDBG Funds to the DAC pursuant to the Development Agreement; and be it further

RESOLVED, that the DWSD Director, or his authorized designee, subject to the approval of the City's Board of Water Commissioners, be and is hereby authorized to execute the Development Agreement, as well as any such other documents as may be necessary to effectuate transfer of the DWSD Funds to the DAC for public infrastructure Improvements pursuant to the Development Agreement; and be it further

RESOLVED, that the Finance Director is hereby authorized to increase the necessary accounts and honor expenditures, vouchers and payrolls when presented in accordance with the foregoing communication and standard City procedures.

(See Attached Exhibit A)

EXHBIT A

DEVELOPMENT AGREEMENT

[See Attached]

CITY OF DETROIT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the City of Detroit ("City"), a Michigan municipal corporation acting by and through its Housing and Revitalization Department ("HRD") with an address of 2 Woodward Avenue, Suite 908, Detroit, MI 48226 and its Water and Sewerage Department ("DWSD") with an address of 735 Randolph Street, Detroit, MI 48226, and Douglass Acquisition Company LLC ("DAC"), a Michigan limited liability company with an office at 630 Woodward Avenue, Detroit, MI 48226.

WITNESSETH:

WHEREAS, DAC owns and/or has an enforceable contract to acquire 29 parcels of vacant land in the City of Detroit consisting of roughly 22 acres as generally depicted in the attached Exhibit A (the "Project Area"), which is incorporated herein by reference; and

WHEREAS, DAC has rights to acquire the Project Area pursuant to that certain Purchase Agreement by and between the Detroit Housing Commission, as Seller, and DAC, as Purchaser, dated July 12, 2018 (the "Purchase Agreement"); and

WHEREAS, DAC contemplates constructing approximately 800 total residential units across several mixed-income residential projects within the Project Area (the "Projects") that will include creation of certain affordable housing units; and

WHEREAS, the parties hereto intend that the Project Area is one contiguous parcel that may be completely developed and improved on any portion of the Project Area without encumbrance of any alley, street, walkway, drive, utility, or easement; and

WHEREAS, significant public road and utility infrastructure, pre-development, housing construction, site prep work and park construction within the Project Area (collectively the "Improvements") are required to make the Projects viable; and

WHEREAS, the City has committed to assist DAC's efforts to construct the Improvements by providing direct monetary support as further described herein; and

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

- 1. <u>Definitions</u>. The following terms used throughout this Agreement shall be defined as follows:
 - A. "AH Agreement" means that certain Affordable Housing Agreement by and between Bedrock Management Services LLC and the City as approved by Detroit

- City Council on July 25, 2017 and that may be amended from time to time pursuant to its terms.
- B. "Affordability Period" shall have the same meaning as the term Affordability Period in the AH Agreement.
- C. "Affordable Units" shall have the same meaning as the term Affordable Units in the AH Agreement.
- D. "Cap" shall have the same meaning as the term Cap in the AH Agreement.
- E. "Compliance Period" shall have the same meaning as the term Compliance Period in the AH Agreement.
- F. "Completion Period" shall have the same meaning as the term Completion Period in the AH Agreement.
- G. "Effective Date" shall mean the effective date of this Agreement, which shall be the later of: 1) the approval date of this Agreement by Detroit City Council or 2) the approval date of this Agreement by the City's Board of Water Commissioners.
- H. "Developer Affiliate" shall have the same meaning as the term Developer Affiliate in the AH Agreement.
- I. "Financial Incentive" shall have the same meaning as the term Financial Incentive in the AH Agreement.
- J. "Ordinance" means the Detroit City Code, Chapter 14, Article XII, Inclusionary Housing Requirements.
- K. "Qualifying Project" shall have the same meaning as the term Qualifying Project in the AH Agreement.
- L. "Qualifying Transaction" shall have the same meaning as the term Qualifying Transaction in the Ordinance.
- 2. <u>Monetary Support</u>. The City shall provide Ten Million Two Hundred Thousand and 00/100 Dollars (\$10,200,000.00) (the "<u>Funds</u>") to DAC for the Improvements as follows:
 - A. \$6,000,000.00 portion of the Funds in HOME Investment Partnerships Program funding paid over a period of 5 years, unless such period is extended by the DAC in its sole discretion ("Home Funds");
 - B. \$3,000,000.00 portion of the Funds in CDBG Program funding paid over a period of 5 years, unless such period is extended by the DAC in its sole discretion ("CDBG Funds");

C. \$1,200,000.00 portion of the Funds in funding from DWSD paid within the first 365 days immediately following the Effective Date of this Agreement ("DWSD Funds"), or, in the event that DAC has not incurred \$1,200,000.00 in Improvement costs on or before such date before December 31, 2019.

The Funds are considered a Financial Incentive approved by the City for the Projects. The above referenced funding allocations for the City's HOME Funds and CDBG Funds shall be paid through one or more separate subrecipient agreements with DAC. Such subrecipient agreements shall require separate approval by HRD and shall be subject to the additional terms, obligations and restrictions of the federal, state and local laws related to such respective funding sources. The DWSD Funds shall be paid to DAC upon the City's receipt of a satisfactory invoice for payment.

Notwithstanding the foregoing or anything contained elsewhere in this Agreement (including but not limited to Section 8 hereof), the City shall diligently pursue and use its best efforts to obtain the HOME Funds and the CDBG Funds so that the City can make available to DAC all of the Funds. Provided that DAC has submitted sufficient information to HRD by the annual City deadlines to apply for HOME Funds and/or CDBG Funds and the City's underwriting criteria is met, HRD shall allocate to DAC such HOME Funds and/or CDBG Funds that are available to the City within the respective funding period for which DAC applies.

- 3. <u>Qualified Use of Funds</u>. The HOME Funds and CDBG Funds shall be used for eligible uses related to the Improvements within the Project Area. The DWSD Funds shall be used for Improvements within the Project Area related to public water and sewerage infrastructure. Provided that the DAC acquires the land within the Project Area as contemplated by the Purchase Agreement, the Improvements shall be completed within seven (7) years of Detroit City Council approval of this Agreement, unless such period is extended by HRD in its sole discretion.
- 4. Affordable Housing Requirement. DAC shall provide 25% of total rental units constructed or 156 rental units, whichever is greater, in the Project Area as Affordable Units for the duration of the Affordability Period. Such Affordable Units created pursuant to this Agreement shall be constructed pursuant to the Compliance Period and Completion Period of the AH Agreement. The parties acknowledge that DAC is considered a Developer Affiliate and, therefore, such Affordable Units created pursuant to this Agreement shall count towards the Cap required under the AH Agreement.
- 5. Waiver from Ordinance. Sec. 14-12-3 of the Ordinance requires that all Qualifying Transactions brought before Detroit City Council for approval be subject to the affordability requirements set forth in Sec. 14-12-5 of the Ordinance. Although this Agreement would otherwise be considered a Qualifying Transaction subject to the Ordinance, the parties acknowledge that this Agreement is waived from the Ordinance provisions pursuant to Sec. 14-12-4 (d) for reasons that DAC, as a Developer Affiliate, has previously agreed to provide affordable housing subject to the AH Agreement.
- 6. <u>Indemnification of the City</u>. DAC shall indemnify, save and hold harmless the City and the City's agents, employees, elected officials and officers against any and all liabilities,

obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the City or the City's agents, employees, elected officials and officers by reason of any of the following as related to the Improvements and occurring during the term of this Agreement:

- A. Any work, act, error, omission or thing done in or about the Project Area, any part thereof or affecting same and that may be covered by general liability insurance, by DAC, its employees, agents, contractors, subcontractors, licensees or invitees (collectively called "Associates") for whose acts any of them might be liable;
- B. Any use, nonuse, possession, occupation, condition, operation, maintenance or management of the Project Area or of DAC's or its Associate's equipment;
- C. Any negligent or tortious acts of DAC or its Associates;
- D. Any failure by DAC or its Associates to perform its material obligations under this Agreement;
- E. Any act, failure to act or material misrepresentation by DAC or any of its Associates in connection with the construction and renovations of the Improvements.

City shall not be responsible for any environmental response and/or remediation of Hazardous Materials within the Project Area. DAC shall not use, handle, generate, treat, store or dispose of, or permit the handling, generation, treatment, storage or disposal of any Hazardous Materials in, on, under, around or above the Project Area during the term of the Agreement unless the DAC agrees to follow all laws and regulations in doing so. DAC shall indemnify the City from any and all liability that may arise from such activities.

In the event that any action or proceeding is brought against the City or the City's agents, employees, elected officials or officers by reason of any claim covered under this Agreement, DAC, upon written notice from the City, shall resist and defend such action or proceeding at DAC's sole cost and expense.

7. <u>DAC's Insurance</u>. Unless otherwise waived by HRD, DAC shall maintain, at its sole expense during the term of this Agreement, the following insurance:

TYPE

A. Workers' Compensation Michigan Statutory minimum B. Employers' Liability \$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident C. Commercial General Liability \$1,000,000.00 each occurrence

AMOUNT NOT LESS THAN

\$2,000,000.00 aggregate

Insurance

D. Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law)

\$1,000,000.00 combined single limit for bodily injury and property damage

If during the term of this Agreement, changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the foregoing insurance limits, the DAC shall furnish on demand such additional or lesser coverage as may reasonably be required under the circumstances. All such insurance shall be effected under valid and enforceable policies, issued by insurers of recognized responsibility which are well-rated by national rating organizations and are reasonably acceptable to the City.

All required insurance policies hereunder shall name the DAC as the insured and the City as additional insured as to the required Commercial General Liability and Automobile Liability policies. Certificates of insurance evidencing such coverage shall be submitted to the City upon demand.

8. Compliance. With respect to the completion and construction of the Improvements, DAC shall comply with all applicable federal, state and local laws, rules, executive orders, including executive orders 2016-1 and 2014-5 (the "Executive Orders"), and regulations. The Improvements are considered a "publically-funded construction project" pursuant to the City's Executive Order 2016-1 and, therefore, the terms and conditions of Executive Order 2016-1 shall apply to DAC's completion of the Improvements. However, 1) DAC shall not be required to comply with Executive Orders which have been terminated and 2) the obligations of Developer to comply with the Executive Orders shall be modified to the extent that the Executive Orders are amended or modified after the Effective Date to provide less stringent requirements or a variance has been obtained. Notwithstanding anything to the contrary contained in this Agreement, (a) the only remedies enforceable against DAC with respect to a breach of the Executive Orders shall be the remedies set forth within the Executive Orders (and not any other remedies set forth in this Agreement); (b) if DAC fails to or is unable to comply with the requirements contained in the Executive Orders but pays any fees, penalties, or monetary contributions as permitted under the Executive Orders or as permitted by the personnel enforcing the Executive Orders, then DAC shall be deemed to be in compliance with the Executive Orders (and with this Agreement); and (c) if DAC is lawfully contesting any alleged violation under the Executive Orders (including, but not limited to, by filing a challenge pursuant to the provisions of Section 8 of Executive Order 2016-1), then DAC shall not be considered to have violated the applicable Executive Order.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that any allocation of HOME Funds and CDBG Funds may occur only upon

satisfactory completion of environmental review and receipt by the City of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58.

- 9. <u>Notice</u>. DAC and the City each designate the following official representatives, or such other designee as each party may identify from time to time to the other's official representative, for purposes of receiving notices and administering the terms of this Agreement:
 - A. City's Official Representatives are:

City of Detroit, Housing & Revitalization Department 2 Woodward, Suite 908 Detroit, MI 48226

Attn: Donald Rencher, Director Email: rencherd@detroitmi.gov

and

City of Detroit, Water & Sewerage Department 735 Randolph Detroit, MI 48226

Attn: Gary Brown, Director Email: browngary@detroitmi.gov

B. DAC's Official Representative is:

Douglass Acquisition Company LLC 630 Woodward Avenue Detroit, Michigan 48226

Attn: James A. Ketai

Email: JamesKetai@bedrockdetroit.com

and

Douglass Acquisition Company LLC 630 Woodward Avenue Detroit, Michigan 48226

Attn: Howard N. Luckoff

Email: HowardLuckoff@bedrockdetroit.com

- 10. Reporting. Upon written request from the City, DAC shall provide periodic updates on the progress of the Improvements. DAC shall include information regarding the Affordable Units created pursuant to this Agreement in the reporting to the City required by the AH Agreement.
- 11. Contiguous Parcel. In the event that any portion of the Project Area includes a public alley, street, walkway, drive or right-of-way that may otherwise encumber or limit DAC's ability to fully develop and/or improve each and every portion of the Project Area as a contiguous parcel, the City shall make best efforts to work with DAC to vacate such areas.
- 12. <u>Remedies</u>. In the event that the City defaults under the terms of this Agreement and such default is not remedied within ten (10) days after DAC notifies the City in writing, DAC may exercise any right or remedy available at law or in equity.

13. Miscellaneous.

- A. The invalidity of any article, section, subsection or clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, subsections, clauses or provisions hereof.
- B. All actions arising under this Agreement shall be governed by, subject to, and construed according to the laws of the State of Michigan. DAC and the City agree, consent and submit to the jurisdiction of any competent court in Wayne County, Michigan, for any action brought against it arising out of this Agreement. DAC also agrees that it will not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement in any courts other than those in Wayne County, Michigan.
- C. This Agreement may be executed in any number of counterparts, all of which shall be deemed to be originals and together shall constitute one and the same instrument.
- D. Titles of the Articles and headings of Sections and subsections herein are not part of this Agreement and shall not be deemed to affect the meaning or construction of any of its provisions. The recitals set forth at the beginning of this Agreement are hereby incorporated into the body of this Agreement as if reinstated in their entireties.
- E. The City reserves and shall have the exclusive right to waive, at the sole discretion of the City, and to the extent permitted by law, any requirement or obligation applicable to DAC under this Agreement. No act by or on behalf of the City shall be, or be deemed or construed to be, any waiver of any such requirement or provision, unless the same be in writing, signed by the authorized representative of the City and expressly stated to constitute such waiver.

- F. No failure by the City or DAC to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right, term or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or such covenant, agreement, term and condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
- G. Nothing contained herein shall be construed or permitted to operate as any restriction upon the power granted by law to the City of Detroit or Detroit City Council.
- H. Neither the City nor the City's agents have made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by DAC by implication or otherwise unless expressly set forth herein.
- DAC shall not assign, transfer, convey or otherwise dispose of any interest or obligation whatsoever in this Agreement without the prior written consent of the City. Any proposed transferee shall have the qualifications and financial resources, as determined by the sole discretion of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by DAC.
- J. This Agreement shall be binding upon successors and permitted assigns of either party to this Agreement, and all rights, obligations, benefits and advantages of this Agreement and shall inure to such successors and assigns.
- K. Expiration of Agreement. This Agreement shall expire upon the last payment of the Funds to DAC. Notwithstanding the foregoing or anything contained elsewhere in this Agreement, Sections 4. Affordable Housing Requirement, 5. Waiver from Ordinance and 11. Contiguous Parcel of this Agreement shall survive expiration of the Agreement until the last Affordability Period has expired.
- L. <u>Authority of City</u>. Notwithstanding anything in this Agreement or otherwise to the contrary, this Agreement shall not be effective until it has been: 1) fully executed by the duly authorized representatives of the City, 2) approved by the Detroit City Council and 3) signed by the City of Detroit Law Department and the City's Chief Procurement Officer. Any amendments or modifications must likewise be duly approved and signed as outlined above.

SIGNATURE PAGE TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DETROIT, THE CITY OF DETROIT WATER AND SEWERAGE DEPARTMENT AND DOUGLASS ACQUISITION COMPANY LLC

The City and DAC, by and through their authorized officers and representatives, have executed this Agreement as follows:

CITY OF DETROIT, HOUSING & REVITALIZATION DEPT.	CITY OF DETROIT, WATER & SEWERAGE DEPT.
Ву:	Ву:
Printed Name: Donald Rencher	Printed Name:
Its: Director	Îts:
DOUGLASS ACQUISITION COMPANY LI	LC
Printed Name: <u>James Ketai</u>	
Its: Authorized Representative	
Approved by Detroit City Council on:	
	Chief Procurement Officer
Approved by Board of Water Commissioners on:	Approved as to form in accordance with § 7.5-206 of the 2012 City of Detroit Charter.
	Supervising Assistant Corporation Counsel

EXHIBIT A

DESCRIPTION OF PROJECT AREA

Land situated in the City of Detroit, County of Wayne and State of Michigan described as follows:

Property 1

650 Alfred, Detroit, MI Tax Parcel ID 03000641-55

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lots 1 thru 7, South of Alfred, PLAT OF THE SUBDIVISION OF THE C. MORAN
FARM, between Gratiot and Indian streets, according to the plat thereof as recorded in
Liber 1 of Plats, Page 254, Wayne County Records.
Lots 147 thru 149, PART OF CRANE AND WESSON'S section of the Antoine Beaubien
Farm, North of Elizabeth street, according to the plat thereof as recorded in Liber 1 of
Plats, Page 9, Wayne County Records.

Property 2

651 Division, Detroit, MI Tax Parcel ID 03000626-40

Land situated in the City of Detroit in the County of Wayne in the State of MI Lots 1 thru 7, North of Division, PLAT OF THE SUBDIVISION OF THE C. MORAN FARM, between Gratiot and Indian streets, according to the plat thereof as recorded in Liber 1 of Plats, Page 254, Wayne County Records.

Lots 137 thru 139, PART OF CRANE AND WESSON'S section of the Antoine Beaubien Farm, North of Elizabeth street, according to the plat thereof as recorded in Liber 1 of Plats, Page 9, Wayne County Records.

Property 3

640 Division, Detroit, MI Tax Parcel ID 03000611-9

Land situated in the City of Detroit in the County of Wayne in the State of MI Lots 1 thru 7, South of Division, PLAT OF THE SUBDIVISION OF THE C. MORAN FARM, between Gratiot and Indian streets, according to the plat thereof as recorded in Liber 1 of Plats, Page 254, Wayne County Records.

Lots 134 thru 136, PART OF CRANE AND WESSON'S section of the Antoine Beaubien Farm, North of Elizabeth street, according to the plat thereof as recorded in Liber 1 of Plats, Page 9, Wayne County Records.

641 Adelaide, Detroit, MI Tax Parcel ID 03000601-10

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lots 1 thru 7, North of Adelaide, PLAT OF THE SUBDIVISION OF THE C. MORAN
FARM, between Gratiot and Indian streets, according to the plat thereof as recorded in
Liber 1 of Plats, Page 254, Wayne County Records.
Lots 124 thru 126, PART OF CRANE AND WESSON'S section of the Antoine Beaubien
Farm, North of Elizabeth street, according to the plat thereof as recorded in Liber 1 of
Plats, Page 9, Wayne County Records.

Property 5

2602 St. Antoine, Detroit, MI Tax Parcel ID 03003146-52

Land situated in the City of Detroit in the County of Wayne in the State of MI Lots 127 thru 133, PART OF CRANE AND WESSON'S section of the Antoine Beaubien Farm, North of Elizabeth street, according to the plat thereof as recorded in Liber 1 of Plats, Page 9, Wayne County Records.

Property 6

2702 St. Antoine, Detroit, MI Tax Parcel ID 03003153-9

Land situated in the City of Detroit in the County of Wayne in the State of MI Lots 140 through 146, Crane & Wessons Subdivision, as recorded in Liber 1, Page 9, Wayne County Records.

Property 7

2502 St. Antoine, Detroit, MI Tax Parcel ID 03003139-45

Land situated in the City of Detroit in the County of Wayne in the State of MI Lots 114 thru 120, PART OF CRANE AND WESSON'S section of the Antoine Beaubien Farm, North of Elizabeth street, according to the plat thereof as recorded in Liber 1 of Plats, Page 9, Wayne County Records.

640 Adelaide, Detroit, MI Tax Parcel ID 03000579-92

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lots 1 thru 7, South of Adelaide, PLAT OF THE SUBDIVISION OF THE C. MORAN
FARM, between Gratiot and Indian streets, according to the plat thereof as recorded in
Liber 1 of Plats, Page 254, Wayne County Records.
Lots 121 thru 123, PART OF CRANE AND WESSON'S section of the Antoine Beaubien
Farm, North of Elizabeth street, according to the plat thereof as recorded in Liber 1 of
Plats, Page 9, Wayne County Records.

Property 9

641 Winder, Detroit, MI Tax Parcel ID 03000568-78

Land situated in the City of Detroit in the County of Wayne in the State of MI Lots 111 thru 113, except expressway as opened, PART OF CRANE & WESSON'S, section of the Antoine Beaubien Farm, North of Elizabeth Street, according to the plat thereof as recorded in Liber 1 of Plats, Page 9, Wayne County Records. Lots 6 and 7, except expressway as opened, PLAT OF THE SUB'N OF THE C. MORAN FARM, between Gratiot and Indiana Streets, according to the plat thereof as recorded in Liber 1 of Plats, Page 254, Wayne County Records.

Property 10

551 Division, Detroit, MI Tax Parcel ID 03000621-5

Land situated in the City of Detroit in the County of Wayne in the State of MI Lots 4, 5 and 6, of PLAT OF T.G. WILLIAMS SUBIDIVSION OF LOT 6 OF THE SUBDIVISION OF OUT LOT 179 LAMBERT BEAUBIEN FARM, according to the plat thereof as recorded in Liber 5 of Plats, Page 69, Wayne County Records. ALSO

Lots 150, 151 and 152, of SUBDIVISION OF PART OF CRANE AND WESSON SECTION OF ANTOINE BEAUBEIN FARM, NORTH OF ELIZABETH STREET, according to the plat thereof as recorded in Liber 1 of Plats, Page 258, Wayne County Records.

2500 Beaubien, Detroit, MI Tax Parcel ID 03003428-34

Land situated in the City of Detroit in the County of Wayne in the State of MI Lots 10 and 11, and part of vacated Winder Street South of and adjoining being 5.18 feet on East line of South 3.23 feet on West line, of F.J.B. CRANE'S SUBDIVISION OF NORTHERN HALF OF OUT LOT 177 LAMBERT BEAUBIEN FARM NORTH OF GRATIOT ROAD, according to the plat thereof as recorded in Liber 53 of Deeds, Page 347, Wayne County Records.

Lots 5, 6, 7 and 8, of F.J.B. CRANE'S SUBDIVISION OF LOTS 4, 5, 6, 7, 8 & 9 OF SUDIVISION OF NORTHERN HALF OF OUT LOT 177 LAMBERT BEAUBIEN FARM, according to the plat thereof as recorded in Liber 58 of Deeds, Page 253, Wayne County Records.

Property 12

2801 St. Antoine, Detroit, MI Tax Parcel ID 03003350-4

Land situated in the City of Detroit in the County of Wayne in the State of MI Lots 164, 165, 166, 167 and 168, of SUBDIVISION OF PART OF CRANE AND WESSON SECTION OF ANTOINE BEAUBEIN FARM NORTH OF ELIZABETH STREET, according to the plat thereof as recorded in Liber 1 of Plats, Page 258, Wayne County Records.

Property 13

551 Adelaide, Detroit, MI Tax Parcel ID 03000600

Land situated in the City of Detroit in the County of Wayne in the State of MI South 6.81 feet of Lots 1 through 3, Lots 4 through 6 and vacated alley adjacent, of PLAT OF THE SUBDIVISION OF LOTS 2 AND 3 OF THE SUBDIVISION OF OUT LOT 177 AND LOT 7 OUT LOT 179 L. BEAUBIEN FARM, according to the plat thereof as recorded in Liber 11 of Plats, Page 6, Wayne County Records. ALSO

South 6.81 feet of West 20.49 feet of Lot 9, West 20.49 feet of Lot 8, and vacated alley adjacent, Block 7, of VAN DYKE'S SUBDIVISION ON THE A. BEAUBIEN FARM, according to the plat thereof as recorded in Liber 1 of Plats, Page 122, Wayne County Records.

550 Adelaide, Detroit, MI Tax Parcel ID 03000593-9

Land situated in the City of Detroit in the County of Wayne in the State of MI Lots 9 through 11, Block 6, of VAN DYKE'S SUBDIVISION ON THE A. BEAUBIEN FARM, according to the plat thereof as recorded in Liber 1 of Plats, Page 122, Wayne County Records.

ALSO

Lots 1 through 4, of F.J.B. CRANE'S SUBDIVISION OF LOTS 4, 5, 6, 7, 8 & 9 OF SUBDIVISION OF NORTHERN HALF OF OUT LOT 177 LAMBERT BEAUBIEN FARM, according to the plat thereof as recorded in Liber 58 of Deeds, Page 253, Wayne County Records.

Property 15

2661 St. Antoine, Detroit, MI Tax Parcel ID 03003355-8

Lots 153, 154, 155, 156 and 157, of SUBDIVISION OF PART OF CRANE AND WESSON SECTION OF ANTOINE BEAUBIEN FARM NORTH OF ELIZABETH STREET, according to the plat thereof as recorded in Liber 1 of Plats, Page 258 (previously and erroneously recorded as Liber 1, Page 9), Wayne County Records.

Property 16

550 Division, Detroit, MI Tax Parcel ID 03000620

Land situated in the City of Detroit in the County of Wayne in the State of MI Lots 6 and 7, East 19.51 feet Lots 8 and 9, EXCEPT South 6.81 feet of West 20.49 feet and Lots 10 and 11, vacated alley adjacent, Block 7, of VAN DYKE'S SUBDIVISION ON THE A. BEAUBIEN FARM, according to the plat thereof as recorded in Liber 1 of Plats, Page 122, Wayne County Records.

ALSO

North 86.72 feet of Lots 1, 2 and 3, of PLAT OF THE SUBDIVISION OF LOTS 2 AND 3 OF THE SUBDIVISION OF OUT LOT 177 AND LOT 7 OUT LOT 179 L. BEAUBIEN FARM, according to the plat thereof as recorded in Liber 11 of Plats, Page 6, Wayne County Records.

521 Winder, Detroit, MI Tax Parcel ID 03000561-7

Land situated in the City of Detroit in the County of Wayne in the State of MI Lots 12 through 14, except alley as open, vacant Winder Avenue adjacent, of F.J.B. CRANE'S SUBDIVISION OF NORTHERN HALF OF OUT LOT 177 LAMBERT BEAUBIEN FARM NORTH OF GRATIOT ROAD, according to the plat thereof as recorded in Liber 53 of Deeds, Page 347, Wayne County Records.

Lots 6 through 8, except Winder as widened, Block 6, of VAN DYKE'S SUBDIVISION ON THE A. BEAUBIEN FARM, according to the plat thereof as recorded in Liber 1 of Plats, Page 122, Wayne County Records.

Property 18

2549 St. Antoine, Detroit, MI Tax Parcel ID 03003359-63

Land situated in the City of Detroit in the County of Wayne in the State of MI Lots 1 through 5, both inclusive, Block 7, of VAN DYKE'S SUBDIVISION ON THE A. BEAUBIEN FARM, according to the plat thereof as recorded in Liber 1 of Plats, Page 122, Wayne County Records.

Property 19

2501 St. Antoine, Detroit, MI Tax Parcel ID 03003364-8

Land situated in the City of Detroit in the County of Wayne in the State of MI Lots 1 through 5, both inclusive, Block 6, of VAN DYKE'S SUBDIVISION ON THE A. BEAUBIEN FARM, according to the plat thereof as recorded in Liber 1 of Plats, Page 122. Wayne County Records.

Property 20

551 Alfred, Detroit, MI Tax Parcel ID 03000661-78

Land situated in the City of Detroit in the County of Wayne in the State of MI Lots 1, 2 and 3, of SUBDIVISION OF LOT 3 OF THE SUBDIVISION OF OUT LOT 179 L. BEAUBIEN FARM, according to the plat thereof as recorded in Liber 1 of Plats, Page 288, Wayne County Records.

ALSO

Lots 161, 162 and 163, of SUBDIVISION OF PART OF CRANE AND WESSON SECTION OF ANTOINE BEAUBEIN FARM NORTH OF ELIZABETH STREET, according to the plat thereof as recorded in Liber 1 of Plats, Page 258, Wayne County Records.

Property 21

2600 Beaubien, Detroit, MI Tax Parcel ID 03003435-9

Land situated in the City of Detroit in the County of Wayne in the State of MI
Lot 1 and the West 5 feet of Lot 2, of F.J.B. CRANE'S SUBDIVISION OF NORTHERN
HALF OF OUT LOT 177 LAMBERT BEAUBIEN FARM NORTH OF GRATIOT ROAD,
according to the plat thereof as recorded in Liber 53 of Deeds, Page 347, Wayne
County Records.

ALSO

Lot 8, of PLAT OF OUT LOT NO. 179, L. BEAUBIEN FARM, according to the plat thereof as recorded in Liber 1 of Plats, Page 62, Wayne County Records.

Property 22

550 Alfred, MI Tax Parcel ID 03000656-60

Land situated in the City of Detroit in the County of Wayne in the State of MI Lots 158, 159 and 160, of SUBDIVISION OF PART OF CRANE AND WESSON SECTION OF ANTOINE BEAUBIEN FARM NORTH OF ELIZABETH STREET, according to the plat thereof as recorded in Liber 1 of Plats, Page 258, Wayne County Records.

ALSO

Lots 1, 2 and 3, of PLAT OF T.G. WILLIAMS SUBDIVSION OF LOT 6 OF THE SUBDIVISION OF OUT LOT 179 LAMBERT BEAUBIEN FARM, according to the plat thereof as recorded in Liber 5 of Plats, Page 69, Wayne County Records.

Property 23

2800 Beaubien, Detroit, MI Tax Parcel ID 03003447-51

Land situated in the City of Detroit in the County of Wayne in the State of MI Lots 1, 2, 3, 4, 5 and 6, of SUBDIVISION OF LOT 4 OF THE SUBDIVISION OF OUT LOT NO. 179 L. BEAUBIEN FARM, according to the plat thereof as recorded in Liber 1 of Plats, Page 244, Wayne County Records.

2526 Beaubien, Detroit, MI Tax Parcel ID 03003440-6

Land situated in the City of Detroit in the County of Wayne in the State of MI Lots 1, 2, 3, 4, 5, 6 and 7, of SUBDIVISION OF LOT 5 OF OUT LOT 179 L. BEAUBIEN FARM, according to the plat thereof as recorded in Liber 1 of Plats, Page 307, Wayne County Records.

Property 25

550 Brewster, Detroit, MI Tax Parcel ID 03000679-84

Land situated in the City of Detroit in the County of Wayne in the State of MI Lots 169, 170 and 171, of SUBDIVISION OF PART OF CRANE AND WESSON SECTION OF ANTOINE BEAUBEIN FARM NORTH OF ELIZABETH STREET, according to the plat thereof as recorded in Liber 1 of Plats, Page 258, Wayne County Records.

ALSO

Lots 4, 5 and 6, of SUBDIVISION OF LOT 3 OF THE SUBDIVISION OF OUT LOT 179 L. BEAUBIEN FARM, according to the plat thereof as recorded in Liber 1 of Plats, Page 288, Wayne County Records.

Property 26

2944 Beaubien, Detroit, MI Tax Parcel ID 03003452-90

Land situated in the City of Detroit in the County of Wayne in the State of MI Lot 37, of PLAT OF THE SUBDIVISION OF OUT LOT 181 LAMBERT BEAUBIEN FARM, according to the plat thereof as recorded in Liber 57 of Deeds, Page 2, Wayne County Records.

Property 27

546 Wilkins, Detroit, MI Tax Parcel ID 03000711-814

Land situated in the City of Detroit in the County of Wayne in the State of MI Lots 207, 208 and 209, of SUBDIVISION OF PART OF CRANE AND WESSON SECTION OF ANTOINE BEAUBEIN FARM NORTH OF ELIZABETH STREET, according to the plat thereof as recorded in Liber 1 of Plats, Page 258, Wayne County Records.

ALSO

Lots 34, 35, 36 and 38, of PLAT OF THE SUBDIVISION OF OUT LOT NO. 181 LAMBERT BEAUBIEN FARM, according to the plat thereof as recorded in Liber 57 of Deeds, Page 2, Wayne County Records.

ALSO Lots 5, 6 and 7, of JOHN C. WILLIAMS SUBDIVISION OF LOT 2 OF OUT LOT 179 L. BEAUBIEN FARM, according to the plat thereof as recorded in Liber 3 of Plats, Page 76, Wayne County Records.

ALSO

North 163 feet of Lot 1, Excluding the South 133.25 feet of East 10 feet, of PLAT OF OUT LOT 179 L. BEAUBIEN FARM, according to the plat thereof as recorded in Liber 1 of Plats, Page 62, Wayne County Records.

Property 28

551 Brewster, Detroit, MI Tax Parcel ID 03000685-710

Land situated in the City of Detroit in the County of Wayne in the State of MI Lots 1, 2, 3 and 4, of JOHN C. WILLIAMS SUBDIVISION OF LOT 2 OF OUT LOT 179 L. BEAUBIEN FARM, according to the plat thereof as recorded in Liber 3 of Plats, Page 76, Wayne County Records.

ALSO

Lots 198, 199 and 200, of SUBDIVISION OF PART OF CRANE AND WESSON SECTION OF ANTOINE BEAUBEIN FARM, NORTH OF ELIZABETH STREET, according to the plat thereof as recorded in Liber 1 of Plats, Page 258, Wayne County Records.

Property 29

2913 St. Antoine, Detroit, MI Tax Parcel ID 03003345-9

Land situated in the City of Detroit in the County of Wayne in the State of MI Lots 201 through 206, both inclusive, of SUBDIVISION OF PART OF CRANE AND WESSON SECTION OF ANTOINE BEAUBEIN FARM NORTH OF ELIZABETH STREET, according to the plat thereof as recorded in Liber 1 of Plats, Page 258, Wayne County Records.