

Holcomb School Adaptive Reuse Request for Proposals



Release Date: October 20, 2017

Pre-Submission Conference: October 31, 2017

Site Visit: November 3, 2017

Submission Deadline: December 15, 2017



Table of Contents

I.	Introduction.....	3
II.	Area Overview.....	3
III.	Building and Grounds Overview.....	4
IV.	Program Requirements and Guiding Principles.....	6
V.	Regulatory Requirements.....	8
VI.	Acquisition Bid and Financial Information.....	8
VII.	Submission Requirements and Process	9
VIII.	Evaluation and Selection Process.....	11
IX.	Reservation of Rights.....	13
X.	Attachments.....	14



I. Introduction

The City of Detroit's Housing and Revitalization Department ("HRD") and Planning and Development Department ("PDD") seek proposals from qualified entities for the purpose of redeveloping the former Samuel D. Holcomb Elementary School located at 18100 Bentler Street in Northwest Detroit (the "Holcomb School Site"). Constructed during Detroit's rapid expansion during the 1920s, the attractive single-story brick structure is nestled in a residential neighborhood lined with a lush protective tree canopy. In addition to renovating and reusing the school building itself, the City requests proposals that incorporate the use and activation of other publicly-owned properties adjoining the Holcomb School Site (the "Holcomb Grounds," together, the "Holcomb Redevelopment Site").

The intent of this Request for Proposals ("RFP") is to retain an experienced and qualified developer who will submit a contextually appropriate and financially feasible plan to rehabilitate the Holcomb School building and reintroduce a strong anchor into the neighborhood. This RFP offers an opportunity to revitalize an attractive iconic asset that will contribute once again to the vibrant Old Redford mixed-use commercial center.

A concurrent RFP has been issued for vacant single-family homes and residential lots in an approximately 0.3 square mile area encompassing the Holcomb Redevelopment Site. The City welcomes Respondents to submit proposals for both the school and the neighborhood context for a comprehensive revitalization plan.

II. Area Overview

The Holcomb Redevelopment Site is located in Northwest Detroit in the Old Redford area north of McNichols Road and east of Lahser Road, a 25-minute drive from Downtown. Surrounding neighborhoods include Greater Sandhill, Malvern Hill Miller Grove, Riverdale, Berg-Lahser, and Evergreen-Outer Drive. Grand River Avenue to the south is a major transportation and commercial corridor, connecting to Downtown Detroit and neighboring suburbs. This neighborhood is located in the study area of the City of Detroit's Grand River Northwest Neighborhood Framework Plan, whose mission is to improve the quality of life for residents through a variety of initiatives including housing and economic development, open space, mobility, and stormwater management. An overview of the goals and strategies in the planning study is provided in Attachment A.

Neighborhoods in Northwest Detroit were annexed during the city's growth spurt between 1915 and 1926, when Detroit grew from 46 to 132 square miles. Many of the residential areas to the east, such as the Grandmont-Rosedale neighborhoods, were developed around Grand River, a direct link to the heart of the city, and became home to many middle and upper-middle class professionals, a demographic still present today. Farther west, modest wood-framed homes were originally built as temporary housing for new residents relocating from the southern United States to work in the auto industry.

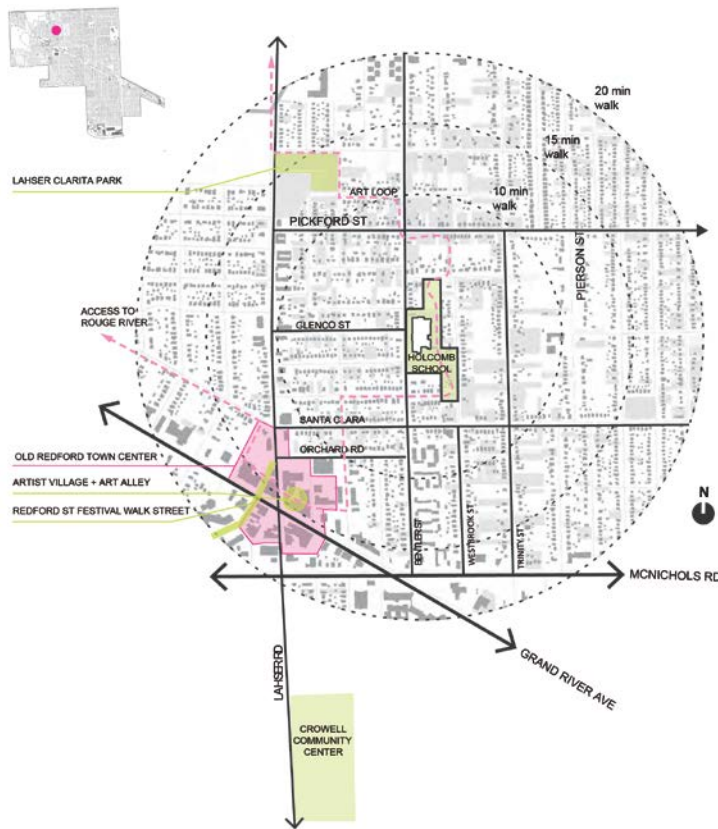
The suburbanization of the Detroit region in the 1950s and 1960s, with the subsequent relocation of many factories, began to destabilize some areas of Northwest Detroit. Residential relocation and the abandonment of properties has been an issue on the west side of Northwest Detroit since the 1980s and remains a challenge today here and in other city neighborhoods.

The Holcomb Redevelopment Site lies approximately one-third mile northeast of the core of Old Redford, a vibrant commercial area near the intersection of Lahser Road and Grand River Avenue. Here, two-story buildings have the potential for mixed use redevelopment, with first floor retail and residential or office



Holcomb School RFP

above. The north side of this intersection has attracted a concentration of local businesses, such as Sweet Potato Sensations, Motor City Java House, and the Redford Theatre, complemented by a community hub for local artists and performers known as Artist Village. The relatively narrow right-of-way along Lahser contributes to one of the most walkable neighborhood destinations in Northwest Detroit, with tree-lined sidewalks and pedestrian lighting that facilitate a main street atmosphere. Notable recent investments immediately outside of the core area include a new Meijer store, opened in 2015, and a new location for the Detroit Police Department's 8th Precinct, opened in the summer of 2017. Community support already established around the success of this node is an important indicator of future redevelopment opportunities.



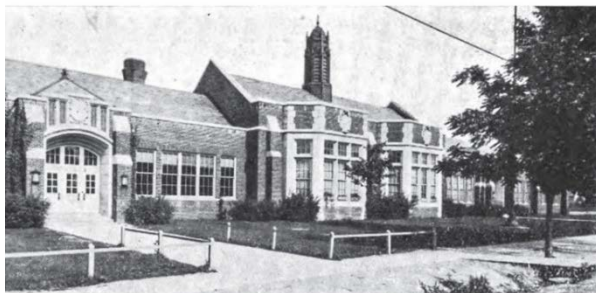
III. Building and Grounds Overview

The Holcomb School Site parcel containing the vacant school building (the “Holcomb Building”) measures approximately 4.4 acres and fronts Bentler Street. The Holcomb Building contains a single level of approximately 50,000 square feet, inclusive of two existing courtyard spaces totaling approximately 6,400 square feet. Please note that all provided figures are estimates and Respondents will have the opportunity to access the building interior as part of the RFP process. The existing floor plan and images of the building’s interior and exterior are shown below.



Built in 1925 and expanded in 1929 and 1946, the Holcomb Elementary School served the surrounding neighborhoods until declining enrollment forced its closure in 2010. The building is a handsome single-story Collegiate Gothic brick structure with numerous architectural details, including two protruding bays with full-height windows framed in stone, decorative quoins, and stone cartouches. The deeply recessed stone portal of the main entrance is also highly decorative with stone detailing.

Original floor plans and a draft National Register of Historic Places nomination form are included as Attachment B. The nomination form identifies the building as eligible for listing, making its rehabilitation eligible for Federal Historic Tax Credits. The image below left shows the school in 1931.



The former auxiliary classroom building located near the northwest corner of the Holcomb School Site does not need to be included in the proposed development, but proposals should address reuse or demolition of the structure.

In addition to the rehabilitation of the Holcomb Building, the City seeks development proposals that incorporate the Holcomb Grounds, publicly-owned vacant land adjoining the Holcomb School Site. These lands include an approximately one-acre parcel on

Karl Street to the north and an approximately two-acre contiguous block of residential lots along Westbrook Street to the east. A list of these parcels is provided in Attachment C. Respondents to this RFP should propose interventions that will stabilize and activate the entire Holcomb Redevelopment Site, contributing to a stronger and more impactful investment. The image below shows how adjacent parcels could be incorporated into the rehabilitation of the school building, supporting a unified campus-style development with connections to the neighborhood.



Holcomb School RFP



Note that a separate and concurrent RFP will address vacant structures and lots in the surrounding neighborhood, and joint proposals for the Holcomb Redevelopment Site and other publicly-owned structures and lots in the neighborhood are also welcome. Respondents should submit proposals separately to each RFP, with separate financial analyses for each project component.

IV. Program Requirements and Guiding Principles

Program Requirements

The City requests proposals for adaptive reuse of the Holcomb Building into a residential or nonresidential use with the following components (the “Project”):

- *Multifamily Residential Use:* For proposals that include a residential use, at least 20% of the units, whether for rent or for sale, must be affordable to those households earning up to 80% of area median income (AMI). The unit mix and sizes should be supported by market conditions.
- *Mixed or Nonresidential Use:* The City welcomes proposals that include nonresidential components. Respondents should identify any partners who would be involved with operating or programming nonresidential uses.
- *Preservation of Historic Architecture:* Whether or not the Respondent seeks Historic Rehabilitation Tax Credits, the City encourages the preservation and restoration of original architectural features wherever feasible. Please see Attachment B for details about architectural styles and significance.
- *Incorporation of Adjoining Vacant Land:* Proposals must include intended treatments or uses for the Holcomb Grounds, the adjoining vacant parcels on Karl and Westbrook streets. These lots may be used as open space to support the proposed use or as a neighborhood amenity, or as a location for complementary new construction if determined to be feasible and compatible with the overall Project. Respondents may also propose acquisition of additional publicly-owned parcels beyond those specifically identified in this RFP that will enhance the proposed programming, and must include planned uses or treatments of those parcels in the submission. Public access must be provided through the Holcomb Redevelopment Site in the form of a path or other connection to enhance connectivity with the neighborhood.
- *Surface Parking:* Required off-street parking spaces should be provided on-site, whether as part of the Holcomb Grounds or using adjacent vacant parcels.



Attachment D contains potential floor plans for three different programs (multifamily, senior housing, and a workforce development center), as well as two conceptual development plans for the overall Holcomb Redevelopment Site. Please note that it is not the City's intent to prescribe a program or design, as these images are for illustrative purposes only and only intended to demonstrate the property's capacity to accommodate various uses and development patterns.

Guiding Development Principles

The City of Detroit is committed in all projects to advancing design excellence, promoting equity, sustainability, resilience, and healthy living for those who live, work, and play within and around the Old Redford area. Accordingly, proposals should exhibit walkable urban design principles and sustainable neighborhood development strategies, as follows:

Reinforce the Public Realm

1. Buildings should define the public space of a street or park in a meaningful way.
2. Mixed-use structures should be designed in such a way as to allow observation of the street.
3. Ensure clear views between building lobbies, retail space, and streets to reinforce safety.
4. The built environment should provide interesting building typologies with varied stylistic expressions, sensitive to the historic character of the existing architectural fabric and with particular regard to scale, materials, and quality.
5. Enhance the pedestrian and cyclist experience of the neighborhood through the treatment of vacant lots to include elements such as plantings, pocket parks, off-street connections, public art, and signage.

Promote Sustainable and Equitable Development

1. Provide a diverse residential stock with a balance of market rate and affordable units. At least 20% of the units, whether for rent or for sale, shall be affordable to households making 80% of area median income (AMI) or lower.
2. Densities should support opportunities for neighborhood commercial investment and jobs creation, thereby stimulating and supporting growth in the local economy.
3. Design for environmental sustainability - both in the natural (e.g., natural plant species) and built environment (e.g., storm water mitigation, LED lighting, renewable energies, material selection).
4. The design process should engage the community in meaningful discussion.

Contribute to Neighborhood Safety

1. Activate the public realm by providing increased eyes on the street.
2. Provide an increased sense of security through improved lighting and clear sight lines, especially at key intersections.
3. Encourage positive use of public space using visual cues or physical design of lot treatments to discourage illegal activity and dumping.

Parking

1. Parking shall not be designed fronting a street without sufficient screening and buffering, subject to the approval of PDD.
2. Parking lots shall be screened from upper unit views, with trees or trellises.
3. Vehicular access should be located so as to minimize, if not avoid, conflicts with the pedestrian, utilizing alleys, where possible.



Further, following Detroit's designation as the first UNESCO City of Design in the United States, the City has established the following principles to support a high design standard for all projects:

1. Advance design as a means to improve the quality-of-life for all people.
2. Advance a thoughtful design process rooted in meaningful community engagement
3. Seek creative solutions to solve long-standing urban issues.
4. Honor context and history through contemporary design.
5. Activate the public realm.
6. Balance community cohesion with aesthetic diversity.
7. Impress the value of design on all projects and all audiences -- emphasizing equity, design excellence, and inclusion.
8. Explore new ways to live, work, and play together in the 21st century city.
9. Celebrate Detroit's design legacy, while contributing to the city's design future.
10. Balance function and beauty.

V. Regulatory Requirements

The Holcomb Redevelopment Site is currently zoned R1, Single-Family Residential District. As stated in the City of Detroit Zoning Code (Sect. 61-8-11), the R1 District is designed to protect and preserve quiet, low-density residential areas now primarily developed and those areas which will be developed with single-family detached dwellings and characterized by a high ratio of home ownership. Excerpted sections of the Zoning Ordinance that specifically address adaptive reuse of school buildings are attached as Attachment E. The selected developer will need to seek conditional use and site plan approval through the Building, Safety Engineering, and Environmental Department. The aforementioned approvals are not presented as an inclusive list, and respondents will be responsible for conducting their own due diligence regarding which additional zoning and permitting approvals, if any, may be required.

VI. Acquisition Bid and Financial Information

The City of Detroit has not established a minimum bid price for the Holcomb Redevelopment Site. Each proposal must include a bid price for the property in the submission package, otherwise it shall be deemed ineligible for consideration.

The selected developer will be responsible for all infrastructure costs related to the project, including but not limited to electrical, street, water, and sewerage. No recent environmental site assessments have been completed to our knowledge. The City intends to negotiate the terms and conditions of the sale and development through a Development Agreement, a sample of which is provided in Attachment F.

Available Public Subsidies

HRD may make City grant funds available to the selected developer, such as but not limited to:

HOME Partnership: Funding to implement local housing strategies designed to increase homeownership and affordable housing opportunities for low income households

Community Development Block Grant (CDBG): Funding for public infrastructure or façade improvement



Holcomb School RFP

The City may also support the selected developer in seeking certain incentives and financing tools, such as but not limited to:

Community Revitalization Program (CRP) through the Michigan Economic Growth Corporation

Low Income Housing Tax Credit (LIHTC) program through the Michigan State Housing Development Authority

School Redevelopment Fund through the Detroit Local Initiatives Support Corporation

Federal Historic Tax Credits through the National Park Service and the U.S. Department of the Interior

Property tax abatements through the Detroit Economic Growth Corporation

Brownfield Tax Increment Financing reimbursement through the Detroit Brownfield Redevelopment Authority

VII. Submission Requirements and Process

Proposals shall not exceed twenty (20) double-sided pages in length, including maps, renderings, and plans. Each section of the proposal must be clearly identified with the appropriate headings. Up to ten (10) additional pages of financial information and/or personnel resumes may be attached as appendices. To be considered responsive to this RFP, Respondents must provide all of the information requested. The specifications within the RFP represent the minimum performance necessary for response.

Proposals should be submitted using the following format:

Section 1, Statement of Submission

1. A statement to the effect that your proposal is in response to this Holcomb School Adaptive Reuse RFP.
2. Name of the lead project sponsor(s) ("Respondent"). Provide a brief description of your firm, including the Federal Employer Identification Number, the age of the firm's business and the average number of employees during the last (3) years.
3. The location of the firm's principal place of business and, if different, the location of the place of performance of the contract.
4. A commitment to perform the requested work in accordance with the requirements outlined in this RFP.
5. The name and contact information of the firm's partner and/or manager(s) that will be in charge of this project.
6. Completed Proposal Summary Sheet, included as Attachment G.

Section 2, Project Description and Proposal

1. A description of your understanding of the project and a written summary of the development team's approach to the proposed adaptive reuse of the Holcomb Building.
2. A strategy for activation of the Holcomb Grounds, and any additional parcels proposed for acquisition.
3. Schematic project site plan, floor plan(s), and elevations.
4. Description of local workforce opportunities, recreational/open space amenities, blight removal, and/or other benefits to the community provided by the project.



Holcomb School RFP

5. Additional proposal elements: if applicable, Respondents should include a clear description and relevant supporting documentation, including precedent projects if possible.

Section 3, Financing and Implementation

1. Project budget including a bid price and preliminary development budget for renovation of the Holcomb Building, related site improvements, vacant lot treatments, and any proposed landscaping or other vacant lot uses.
2. Complete and sustainable financial pro forma including operating budget projections, and proposed sources and uses identifying any public incentives or subsidy sources. Include any other financial commitments or projections that are relevant to the successful completion of the Project. Financial partnerships (e.g. public/private, non-profit/profit) must be identified. Joint proposals for the Holcomb School Adaptive Reuse RFP and Old Redford Neighborhood Revitalization RFP must include separate financial analyses for each project component.
3. Preliminary anticipated overall schedule and key dates, including start and completion dates, site plan approval, and permitting and financing milestones, including any proposed phasing.

Section 4, Overview of Development Team and Performance History

1. List all identified members of the development team, including architects, landscape architects, historic preservation specialists, etc.
2. Identify in detail precedent projects and experience by name, type, location, project schedule, completion status, and role of the proposed development team members. Include a reference, description of specific services provided, and relevant dates.
3. Provide an organizational chart and a one- to two-page resume for each team member.
4. Identify any projects in which the Respondent's contract was terminated for any reason.
5. Identify any claims or lawsuits that have been brought against the Respondent as a result of any services provided within the last five (5) years.

The City strongly encourages respondents to consider inclusion of team members that are Detroit-based, minority led, and/ or otherwise have a substantive body of knowledge or experience with Detroit. It is the policy objective of the City to improve the economic conditions of individuals, households and companies in Detroit. City of Detroit Executive Order No. 2014-4 and Executive Order No. 2014-5 regarding Resident/Local Employment and Contracting are applicable to this Project and are included as Attachment H. Include a strategy to address local hiring and compliance with these Executive Orders, as well as statistics that evidence previous experience with local hiring on past projects.

Note that in addition to the foregoing, finalists may also be asked to provide substantive information regarding the financial capacity of the Respondent, including financial statements from the previous three years. Reasonable efforts shall be made by the City of Detroit to maintain such information in confidence during the final review period, however, as with other information submitted under this RFP such information may also be subject to the Freedom of Information Act.

If Respondents have additional proposal elements they would like to include, the City of Detroit welcomes ideas that differentiate Respondents from their competitors or are sensitive to or further engage the community members and stakeholders in the Old Redford neighborhood.

Submission Process

To be considered, all proposals must be received by 5:00 pm EST on Friday, December 15, 2017. The responsibility of submitting the RFP rests entirely with the Respondent.



Holcomb School RFP

All submissions must include a complete electronic copy in an 8.5x11 PDF format, either as an attachment or as a downloadable link.

Email: holcomb@detroitmi.gov

Subject Line: Holcomb School Rehab Submission

If desired, supplementary hardcopy submissions may be delivered to the Housing and Revitalization Department, Attn: Kate Humphrey, located at 2 Woodward Avenue, Suite 908, Detroit, Michigan 48226. Hardcopy submissions must include three copies of the submission.

Once received by HRD, submissions will not be returned. Formal communication, such as requests for clarification and/or information concerning this solicitation shall be submitted by email to holcomb@detroitmi.gov. The deadline for submitting questions will be December 1. Responses will be provided to all inquiries and answers to frequently asked questions will be available at www.detroitmi.gov/holcomb. No information concerning this solicitation or request for clarification will be provided in response to telephone calls.

All expenses involved in the preparation and submission of the RFP to the City of Detroit or any work performed in connection therewith shall be assumed by the Respondents. No payment will be made by the City of Detroit for any responses received, nor for any other effort required of or made by the developer prior to the commencement of work.

All information in a Respondent's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976, as amended (known as the Freedom of Information Act).

On Tuesday, October 31, 2017, the City will conduct an optional Pre-Submission Conference at 2 Woodward Avenue, Suite 808 at 1:00 pm. Those unable to attend in person may participate via phone using dial-in number 641-715-3580, Meeting ID 465-220-363. An optional building open house at the Holcomb School Site will be held on November 3 (additional details to be posted on www.detroitmi.gov/holcomb).

VIII. Evaluation and Selection Process

Evaluation Process

Following the receipt of proposals, a City-designated Evaluation Committee, including representatives from City departments as well as community stakeholders, will review each response. All proposals that meet the required format of this RFP will be evaluated. Any proposals determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless the City determines, in its sole discretion, that the non-compliant aspect is not substantial or that an alternative proposed by the Respondent is acceptable. The City may also at its discretion request oral presentations, make site visits at Respondent's facility, and request a demonstration of Respondent's operations. A final determination will be made after the oral presentations and/or demonstrations are complete. All decisions reached by the Evaluation Committee will be by consensus.

Selection Criteria

Responses to this RFP will be evaluated using the following criteria and point allocation:



<p>Development Strategy and Methodology</p> <ul style="list-style-type: none"> Proposed development and methodology are logical, reasonable, and clearly understandable. Demonstrated understanding of realistic sources and uses of funds required for the project. Demonstrated capacity to deliver the work. Demonstrated clear vision for achieving all objectives and tasks, including a schedule of work that is reasonably aggressive and implementable. 	<p>20 points</p>
<p>Project Design Standards</p> <ul style="list-style-type: none"> Strength of proposed design approach. Proposed project and architectural design incorporate a philosophy of strong design principles and environmental standards, and reflect the RFP guiding principles. Specialized expertise within design team, supported by evidence of excellence on past projects. 	<p>20 points</p>
<p>Financial and Leverage Capacity</p> <ul style="list-style-type: none"> Depth and credibility of a complete and sustainable financial pro forma. Experience with and ability to deliver identified financial sources. Capacity of development principals to finance proposal, including demonstrated ability to procure financing, and complete projects on schedule and within budgetary assumptions. 	<p>20 points</p>
<p>Respondent and Proposed Team Experience</p> <ul style="list-style-type: none"> History of Respondent and overview of development expertise. Experience in innovative design and completion of residential and/or historic rehabilitation projects of similar scale and complexity. Successful examples of similar or relevant projects, including short-term and long-term outcomes. Ability to successfully work with municipal government, including knowledge of the Detroit planning and economic development landscape. History and connectivity with Detroit communities. Identification of differentiators from peers. 	<p>20 points</p>
<p>Local Hiring and Participation</p>	<p>10 points</p>



Holcomb School RFP

<ul style="list-style-type: none"> • Partnership with a strong community organization (i.e. social services, development, employment, etc.), if applicable. • Understanding and prioritization of the community residents and stakeholders within the project area. • Strategy addressing local hiring and compliance with Executive Order No. 2014-4 and Executive Order No. 2014-5. • Inclusion of Detroit-based team members. 	
Bid Price	10 points

The main criteria for selecting a developer will be the submission of qualifications that meet the criteria stated in this RFP. A qualified developer is an individual or development team that, in the opinion of the Evaluation Committee, possesses the experience, design acumen, and financial resources necessary to undertake and successfully complete the revitalization of the Holcomb Redevelopment Site within the requirements of federal and local laws and regulations in a timely fashion.

Final acceptance of the development proposal and developer designation is subject to the approval of both the Detroit City Council and the Detroit Land Bank Authority Board of Directors.

Anticipated Schedule

Release Date: October 20, 2017

Pre-Submission Conference: October 31, 2017

Site Visit: November 3, 2017

Proposal Submission Deadline: December 15, 2017

Selection of Preferred Developer List: January 12, 2018

Shortlist Interviews: Week of January 15, 2018

Final Selection/Recommendation: Week of January 29, 2018

For any questions regarding the submission and evaluation of proposals, please contact holcomb@detroitmi.gov.

IX. Reservation of Rights

The City of Detroit reserves the right to reject any and all proposals and to select the proposal it deems is in the best interests of the City, even if it is not the highest purchase price.

The City of Detroit reserves and may exercise the right to request one or more of the developers to provide additional material, clarification, confirmation, or modification of any information in the submission, and can supplement, amend, substitute, cancel, or otherwise modify this Request for Proposals at any time prior to the selection of one or more developers.

In the event that the process outlined in Section VIII does not result in the execution of a definitive selection, the City of Detroit, at its sole option, may choose to initiate negotiations with any other qualified developer, reopen the entire RFP process, or pursue any other avenues for the sale of the property deemed appropriate by the City of Detroit. The City of Detroit may also chose not to pursue sale.

Please Note: All Property will be sold "AS IS."



Holcomb School RFP

Respondents are hereby notified that the City has not investigated the environmental condition of the Holcomb Redevelopment Site. Various Federal, State, or other City agencies may have information regarding the environmental condition of the site. Each Respondent is encouraged to conduct its own due diligence regarding the environmental condition of the property. The City of Detroit makes absolutely no warranty or representation regarding the environmental condition of any of the properties offered within this RFP.

X. Attachments

- A. Grand River/Northwest Framework Strategy Overview
- B. Historic Information
- C. List of Vacant Parcels in Holcomb Grounds
- D. Development Program and Site Design Study
- E. Zoning Regulations for Adaptive Reuse of School Buildings
- F. Standard City of Detroit Development Agreement
- G. Proposal Summary Sheet
- H. Local Hiring Executive Orders



Holcomb School RFP

Attachment A

Grand River/Northwest Framework Strategy Overview



Grand River/Northwest Neighborhood Planning



PLAN GOALS

To achieve the vision of the Northwest Detroit Neighborhood Framework Plan, community members worked with the planning team to identify the following plan goals:

1 Improve Quality of Life for Northwest Detroiters

- Elevate aesthetics throughout neighborhoods through streetscape improvements and public realm amenities
- Improve safety by using Crime Prevention Through Environmental Design (CPTED) strategies and tactics
- Encourage reinvestment in underutilized structures and lots
- Creatively connect jobs to residents

2 Energize Community Active Living through Multimodal Connectivity

- Introduce network of non-motorized linkages
- Connect to existing and potential multimodal transportation sites
- Improve accessibility to multi-modal options and routes

3 Improve Stormwater Management

- Prevent basement sewer backups and combined sewer overflows
- Reduce surface flooding

4 Promote Environmental Stewardship and Community Health

- Provide strategies for both the natural and built environments that help to develop a sense of community pride and ownership

5 Create a Productive Environment for Business + Industry

- Create supportive strategies to attract commercial investments in Northwest Detroit
- Provide supportive infrastructure to maintain existing local businesses, industries and community partners

6 Support Market Recovery and Stimulate Private Investment

- Identify opportunities to increase rate of housing redevelopment and densification of area neighborhoods
- Spur economic development through the design of exciting and attractive places in the public realm and residential neighborhoods

7 Engage the Community

- Inform the community of ongoing planning efforts throughout the process
- Collaborate with residents and stakeholders to create proactive and solutions that can be implemented throughout Northwest Detroit
- Educate project stakeholders and planning partners about opportunities in Northwest Detroit

PROCESS

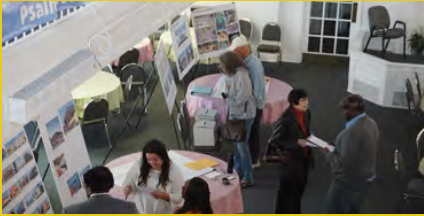
COMMUNITY ENGAGEMENT



SITE INVENTORY + ANALYSIS



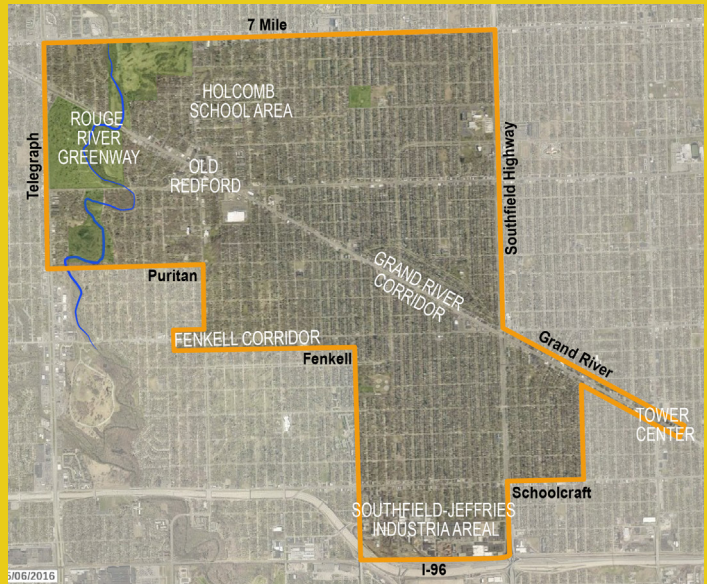
TESTING ALTERNATIVES



REFINING SOLUTIONS



PLANNING AREA



Integrate Green Stormwater Infrastructure



Improve Connectivity and the Experience of Travel



Enhance Open Space and the Public Realm



Create New Housing and Economic Opportunities





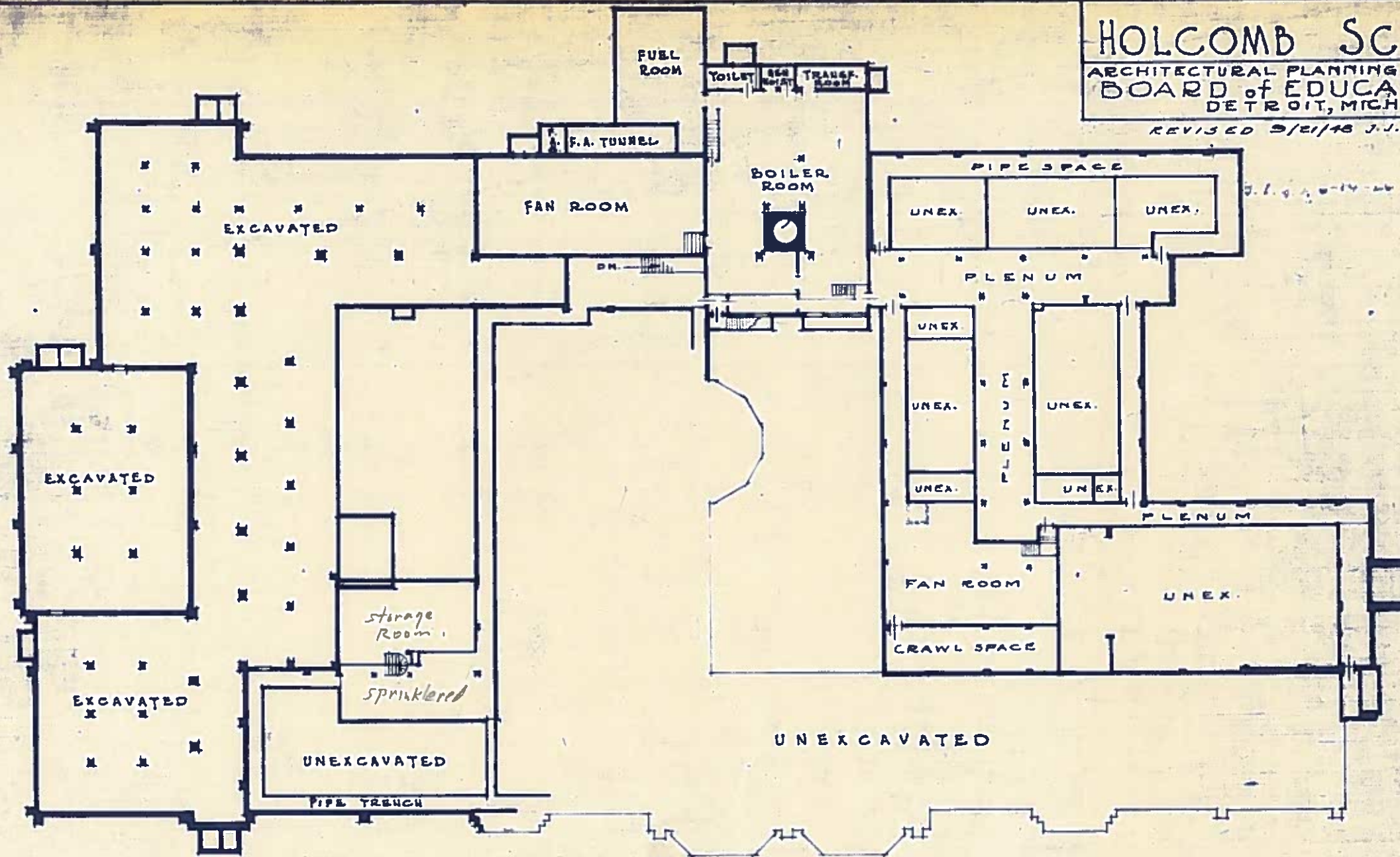
Holcomb School RFP

Attachment B
Historic Information

HOLCOMB SCHOOL

ARCHITECTURAL PLANNING DEPT.
BOARD OF EDUCATION
DETROIT, MICH.

REVISED 5/21/18 J.J.



BASEMENT PLAN
SCALE 1/32" = 1'0"

HOLCOMB SCHOOL
 ARCHITECTURAL PLANNING DEPT.
 BOARD OF EDUCATION
 - DETROIT, MICH.

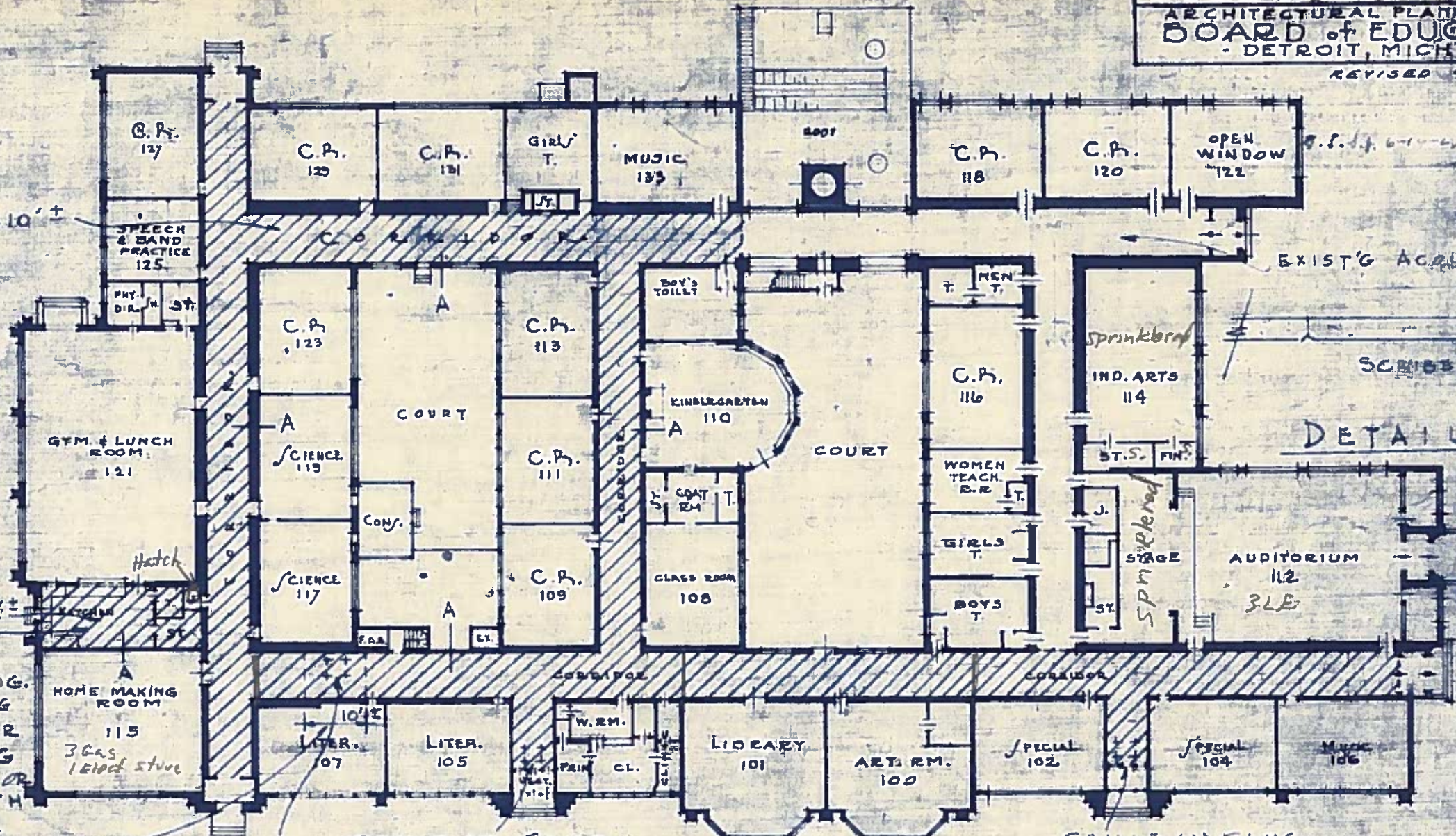
REVISED 9/25/26 J.W.



CLNG HGT = 10' ±

CLNG HGT. 12' ±

BD. OF ED. TO CLEAN CLNG. BY WASHING WITH WATER & CLEANING COMPOUND OR CLEAN WITH XYLENE OR MINERAL SPIRITS



BD. OF ED. TO REPAIR CEILING IN THIS AREA - (CLNG. HAS SAGGED)

INSTALL ACOUSTIC TILE ON CEILINGS OF CROSS HATCHED AREAS.

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

W.O. E-9717

United States Department of the Interior
National Park Service

National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form*. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. **Place additional certification comments, entries, and narrative items on continuation sheets (NPS Form 10-900a).**

1. Name of Property

Historic name Holcomb, Samuel B., School

Other names/site number Holcomb, Samuel B., Elementary School

2. Location

street & number 18100 Bentler St. not for publication

city or town Detroit vicinity

State Michigan code MI county Wayne code 163 zip code 48219

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this nomination request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property meets does not meet the National Register Criteria. I recommend that this property be considered significant at the following level(s) of significance:

national statewide local

Signature of certifying official	Date
<u>Michigan State Historic Preservation Officer</u>	<u>Michigan State Historic Preservation Office</u>
Title	State or Federal agency and bureau

In my opinion, the property meets does not meet the National Register criteria.

Signature of commenting official	Date
Title	State or Federal agency and bureau

4. National Park Service Certification

I, hereby, certify that this property is:	Signature of the Keeper	Date of Action
<input type="checkbox"/> entered in the National Register	_____	_____
<input type="checkbox"/> determined eligible for the National Register	_____	_____
<input type="checkbox"/> determined not eligible for the National Register	_____	_____
<input type="checkbox"/> removed from the National Register	_____	_____
<input type="checkbox"/> other (explain:)	_____	_____

5. Classification

Ownership of Property
(Check as many boxes as apply)

- private
- public - Local
- public - State
- public - Federal
- private

Category of Property
(Check only **one** box)

- building(s)
- district
- site
- structure
- building(s)
- object

Number of Resources within Property
(Do not include previously listed resources in the count.)

Contributing	Noncontributing	
1	2	buildings
		sites
		structures
		Objects
		buildings
1	2	Total

Name of related multiple property listing
(Enter "N/A" if property is not part of a multiple property listing)

Public Schools of Detroit

Number of contributing resources previously listed in the National Register

6. Function or Use

Historic Functions
(Enter categories from instructions)

EDUCATION/school

Current Functions
(Enter categories from instructions)

EDUCATION/school

7. Description

Architectural Classification
(Enter categories from instructions)

Late Gothic Revival

Materials
(Enter categories from instructions)

foundation: Concrete

walls: Brick

roof: Asphalt

other: Stone: Limestone

Narrative Description

(Describe the historic and current physical appearance of the property. Explain contributing and noncontributing resources if necessary. Begin with a **summary paragraph** that briefly describes the general characteristics of the property, such as its location, setting, size, and significant features.)

Summary Paragraph

Facing west onto Bentler Street, Samuel D. Holcomb School sits just northeast of the city's Old Redford area. It shares a city block with numerous residential buildings. Built in 1925 and expanded in 1929, it is a single-story Collegiate Gothic structure with gable-, hip-, and flat-roofed elements. The building has an irregular, though roughly rectangular, footprint and encloses two courtyards.

Narrative Description

Holcomb School is faced with red-brown common bond brickwork. Although the entire building is a single story in height, a prominent central section is somewhat taller than the remainder of the building, and bears a side-gabled roof. Two mullioned bay windows with stone trim project from the façade, each bearing a stone cartouche above. This section of the building is topped with an octagonal, louvered, copper cupola.

Flanking wings, slightly lower in profile but also side-gabled, extend to the north and south of the building's central section. Starting from the building's center and continuing outwards, each wing contains a bay of windows, followed by a projecting entrance pavilion, followed in turn by two more bays of windows. The building's north wing then contains an additional entrance pavilion, followed by an additional bay of windows. Individual bays are delineated by projecting, buttress-like brick piers. Windows are aluminum replacements. Entrance pavilions each contain a triple steel doorway, surmounted by a semicircular transom, recessed within a segmental-arch-head stone surround. Above the door opening, horizontal bands of herringbone brickwork flank a stone panel depicting a shield with the words "Samuel B. Holcomb School" in raised Blackletter script. Each entrance pavilion is topped with a half-hip roof.

Side entrances create a secondary façade on the building's south elevation. Here, the building's flat roof is visible. Three double steel doorways are set within segmental-arch-head stone surrounds. The middle of these doorways is surmounted by a stone panel reading "AUDITORIUM" in relief in serif lettering, and topped by a half-hip roof.

The building features two courtyards. A semicircular bay window, a feature typically found on Redford elementary schools (such as Mettetal, Coffey, Hubert, and Yost Schools), opens into one of the building's courtyards and is thus not visible from the exterior. Also on the building's interior, a 1949 Pewabic drinking fountain designed by the Boston Tile Company is identical to that of Schulze School, a Detroit school which has since been demolished.

8. Statement of Significance

Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing)

A Property is associated with events that have made a significant contribution to the broad patterns of our history.

B Property is associated with the lives of persons significant in our past.

C Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

D Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations

(Mark "x" in all the boxes that apply)

Property is:

A owned by a religious institution or used for religious purposes.

B removed from its original location.

C a birthplace or grave.

D a cemetery.

E a reconstructed building, object, or structure.

F a commemorative property.

G less than 50 years old or achieving significance within the past 50 years.

Areas of Significance

(Enter categories from instructions)

Architecture

Community Planning and Development

Period of Significance

1925-1949

Significant Dates

1925, 1926, 1929, 1946, 1949

Significant Person

N/A

Cultural Affiliation

N/A

Architect/Builder

Raymond Carey

Period of Significance (justification)

The Period of Significance coincides with the building's dates of construction.

Criteria Considerations (explanation, if necessary)

Statement of Significance Summary Paragraph (provide a summary paragraph that includes level of significance and applicable criteria)

Samuel D. Holcomb School is locally significant under National Register *Criterion A* for its association with the village of Redford, which became part of Detroit when that part of Redford Township was annexed by the growing city in 1926. It is also locally significant under *Criterion C* for its Collegiate Gothic architecture.

Narrative Statement of Significance (provide at least **one** paragraph for each area of significance)

Samuel D. Holcomb School was founded in September 1925 with the construction of a single-story school building. Although many of Redford Union's elementary schools, such as Mettetal, Coffey, and Hubert Schools (all of which were also built in 1925), consisted of smaller buildings constructed in then-remote parts of the township, Holcomb School was located in Redford's commercial and residential center, the village of Redford. As such, it was designed from the start as a thirteen-room school building -- larger than a typical township school, though still not approaching the size of most Detroit schools of the time. It was originally established to serve District #1 of Redford Union Schools, but was absorbed by the school system of the rapidly growing City of Detroit prior to the start of the 1926-1927 school year. Holcomb School originally served an area bounded by McNichols, Grand River, Berg, Seven Mile, and Evergreen Roads. It was named in honor of a physician and longtime resident of Redford. A library and kindergarten were included in this initial unit; vocational and "Domestic Arts" courses for residents of the surrounding area were provided in a temporary structure located on the site.

As the area's population continued to grow, a second unit, featuring six additional classrooms, a lunchroom, and a gymnasium, was added in April 1929, allowing the capacity of the school to exceed one thousand students. This was quickly followed by another temporary classroom building, though economic conditions delayed the erection of a permanent addition to the building until 1946, when a third unit added five additional classrooms, an auditorium, a shop, and more restrooms, at a cost of \$442,335.

Although the original architect of Holcomb School is not known, the township school districts acted independently in their hiring of architects, adding more variety to the Detroit system once annexed. This attractive, single-story building came to be known for its pleasant setting, and a 1938 account of the site describes "flowers, garden paths, and a miniature pool... the advantages of the country woodside brought to [a] city school doorstep".ⁱ Building permits identify Raymond Carey as the architect of the building's second unit; he possibly designed the initial unit as well. In 1949, the Boston Tile Company supervised the installation of a Pewabic tile drinking fountain in Holcomb School, matching that of the city's Frederick Schulze School.

Developmental history/additional historic context information (if appropriate)

ⁱ Detroit Board of Education.

9. Major Bibliographical References

Bibliography (Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets)

Previous documentation on file (NPS):

preliminary determination of individual listing (36 CFR 67 has been requested)
 previously listed in the National Register
 previously determined eligible by the National Register
 designated a National Historic Landmark
 recorded by Historic American Buildings Survey # _____
 recorded by Historic American Engineering Record # _____

Primary location of additional data:

State Historic Preservation Office
 Other State agency
 Federal agency
 Local government
 University
 Other
Name of repository: _____

Historic Resources Survey Number (if assigned): _____

10. Geographical Data

Acreage of Property 8.85
(Do not include previously listed resource acreage)

UTM References

(Place additional UTM references on a continuation sheet)

1	<u>17</u> Zone	<u>314629</u> Easting	<u>4699044</u> Northing	3	<u> </u> Zone	<u> </u> Easting	<u> </u> Northing
2	<u> </u> Zone	<u> </u> Easting	<u> </u> Northing	4	<u> </u> Zone	<u> </u> Easting	<u> </u> Northing

Verbal Boundary Description (describe the boundaries of the property)

E BENTLER 12 THRU 1 SERPS REDFORD SUB L40 P73 PLATS, W C R 22/400

Boundary Justification (explain why the boundaries were selected)

The boundaries described above include the entire parcel historically associated with Holcomb School.

11. Form Prepared By

name/title Timothy Boscarino
organization City of Detroit Historic Designation Advisory Board date March 25, 2009
street & number CAYMC, 2 Woodward Avenue, Suite 204 telephone (313) 224-3487
city or town Detroit state MI zip code 48226

e-mail cc-historic@detroitmi.gov

Additional Documentation

Submit the following items with the completed form:

- **Maps:** A **USGS map** (7.5 or 15 minute series) indicating the property's location.
A **Sketch map** for historic districts and properties having large acreage or numerous resources. Key all photographs to this map.
- **Continuation Sheets**
- **Additional items:** (Check with the SHPO or FPO for any additional items)

Photographs:

Submit clear and descriptive black and white photographs. The size of each image must be 1600x1200 pixels at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map.

See continuation sheet.

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C.460 et seq.).

Estimated Burden Statement: Public reporting burden for this form is estimated to average 18 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Chief, Administrative Services Division, National Park Service, PO Box 37127, Washington, DC 20013-7127; and the Office of Management and Budget, Paperwork Reductions Project (1024-0018), Washington, DC 20503.

**United States Department of the Interior
National Park Service**

National Register of Historic Places Continuation Sheet

Bibliography

Detroit, City of, Board of Education. *Histories of the Public Schools of Detroit*. Detroit: Board of Education, 1967.

Detroit, City of, Buildings and Safety Engineering Department. *Building Permit Card Index*. Permit #52676, November 5, 1928; Permit #22271, June 24, 1948.

Sanborn Map Company. *Detroit, Mich.* Vol. 28, Sheet 39. Pelham, NY: Sanborn Map Company, 2003.

**United States Department of the Interior
National Park Service**

National Register of Historic Places Continuation Sheet

Section number 10 Page 1

Photographs

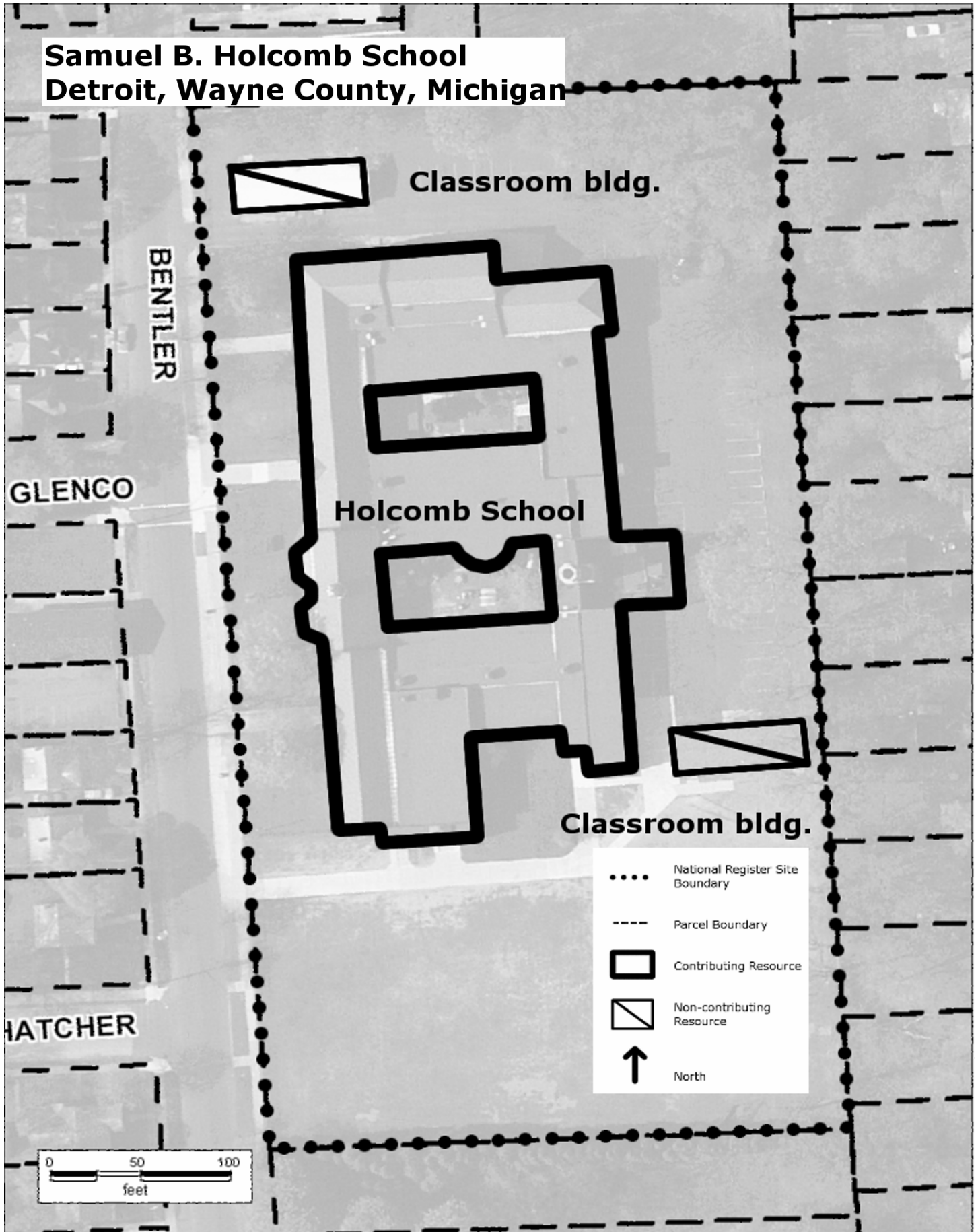
Photographer: Timothy Boscarino

Date: November 2008

Paper and Ink: HP Premium Plus Glossy Photo Paper, HP Viverra Ink

1. West elevation.
(MI_Wayne_HolcombSch0001.tif)
2. West elevation looking southeast.
(MI_Wayne_HolcombSch0002.tif)
3. South elevation.
(MI_Wayne_HolcombSch0003.tif)

**Samuel B. Holcomb School
Detroit, Wayne County, Michigan**





Attachment C

List of Vacant Parcels in Holcomb Grounds

Attachment C
Vacant Parcels Included in Holcomb Grounds

Address	Parcel Number
21363 Karl	22015361-4
17643 Westbrook	22110058
17633 Westbrook	22110059
17631 Westbrook	22110060
17611 Westbrook	22110061
17603 Westbrook	22110062
17595 Westbrook	22110063
17585 Westbrook	22110064
17575 Westbrook	22110065
17565 Westbrook	22110066
17555 Westbrook	22110067
17545 Westbrook	22110068



Holcomb School RFP

Attachment D
Development Program and Site Design Study

HOLCOMB SCHOOL ADAPTIVE REUSE

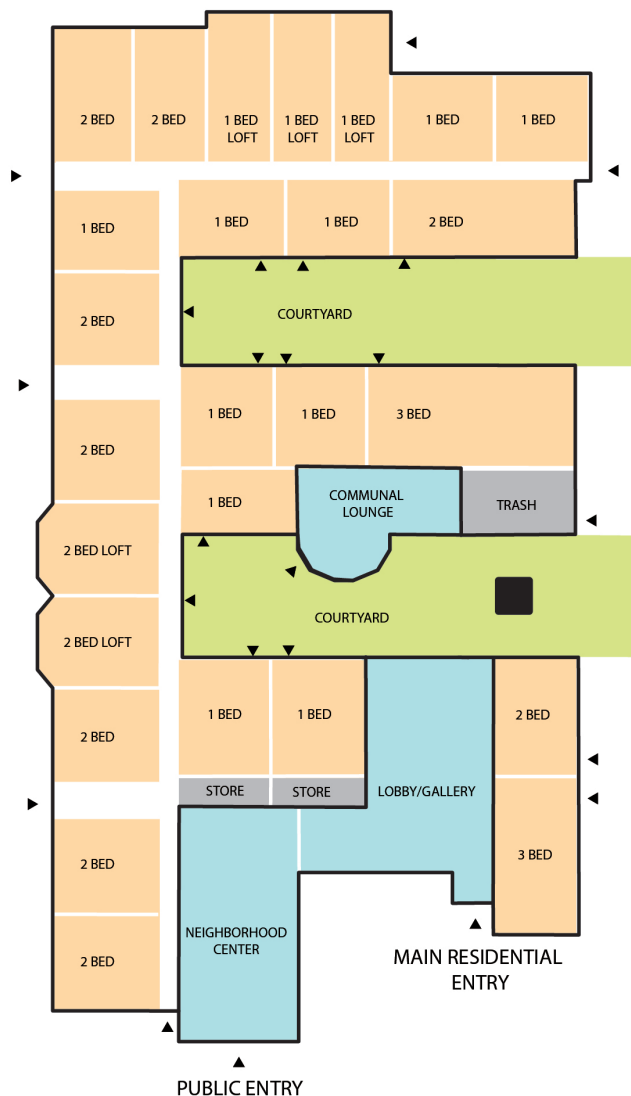
Development Program + Site Design Study



HOLCOMB SCHOOL ADAPTIVE RE-USE

SCENARIO 1: Multi-Family Housing

Holcomb has the potential to be renovated into 26 one- to three-bedroom apartments which are suitable for a variety of residential needs. The units can appeal to a collection of existing and new families looking for a unique community, couples seeking low-maintenance dwellings, young adults, empty nesters, and elderly residents desiring independent living. These units will all have direct access to open green spaces. In addition, there is capacity in the existing structure to allocate space for community events.



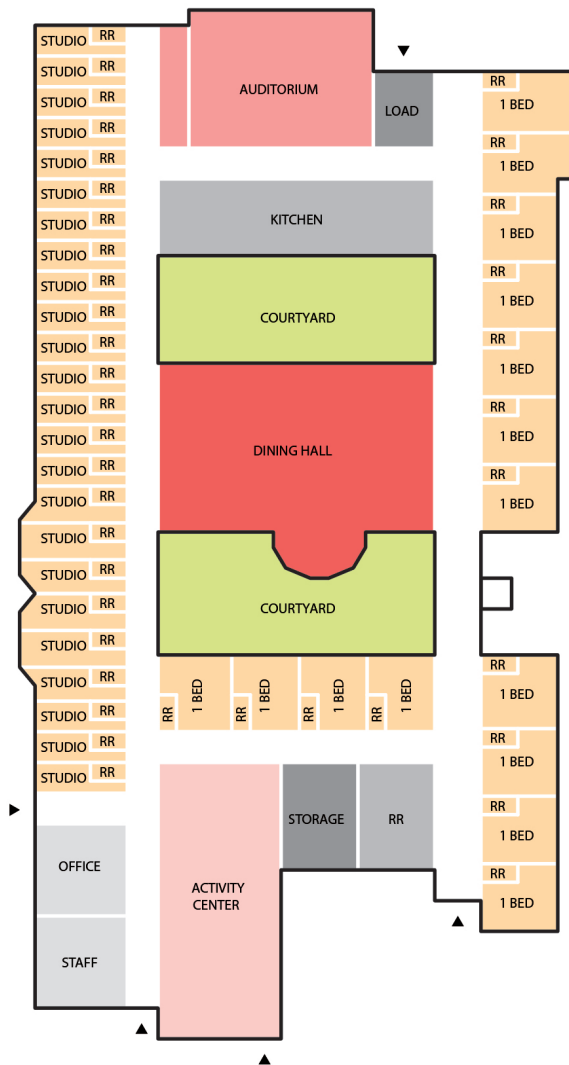
PROGRAM	AREA
● Housing (26 units)	28,040 sq ft
(13) One bedroom	13,365 sq ft
(11) Two bedroom	12,025 sq ft
(2) Three bedroom	2,650 sq ft
● Public Social Areas	8,915 sq ft
Communal Lounge	1,540 sq ft
Lobby/Gallery	3,615 sq ft
Neighborhood Center	3,040 sq ft
● Courtyard	8,755 sq ft
○ Circulation	3,485 sq ft
● Support	1,000 sq ft
TOTAL	50,195 sq ft
Parking provided	14,000 sq ft
26 Resident Units	33

HOLCOMB SCHOOL ADAPTIVE RE-USE

SCENARIO 2: Senior Housing

This independent senior housing concept is aimed to meet the needs of residents that would like to remain living in the area, while maintaining independence without the need to deal with concerns associated with owning and maintaining a single family residence.

Holcomb has the capacity to be converted into 39 residential units. A number of amenities such as a dining hall, communal kitchen, auditorium and community center are integrated to provide the opportunity for more social interactions between residents and the community.



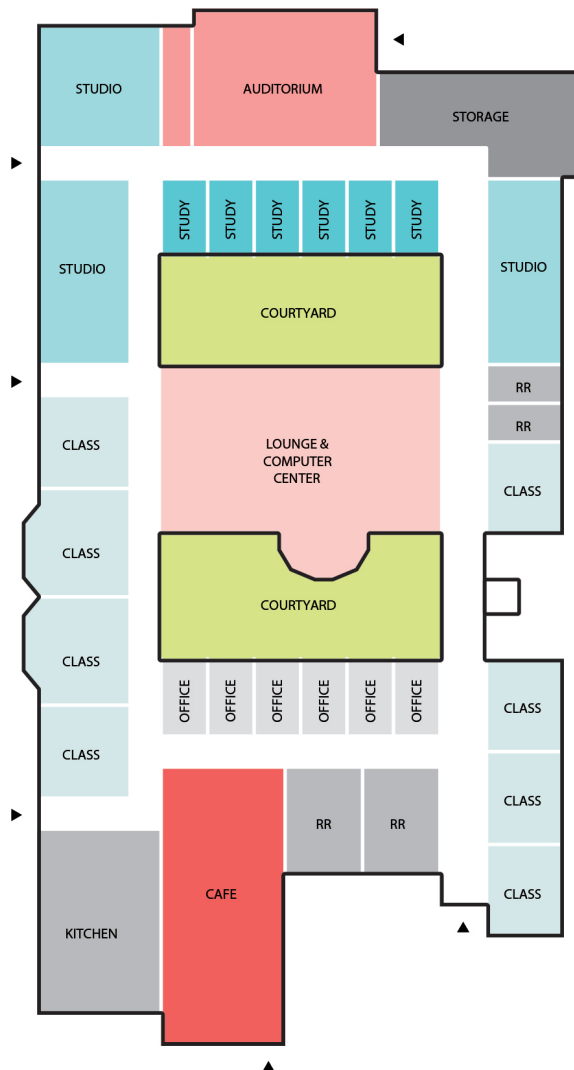
PROGRAM	AREA
● Social Areas	12,000 sq ft
Auditorium	3,100 sq ft
Dining Hall	5,300 sq ft
Activity Center	3,600 sq ft
● Housing	16,170 sq ft
Studio (250 sq ft)	7,740 sq ft
1 Bedroom (450 sq ft)	8,430 sq ft
● Support	6,295 sq ft
Kitchen	2,250 sq ft
Restrooms	875 sq ft
Storage	1,370 sq ft
Office	900 sq ft
Staff Space	900 sq ft
● Courtyard	6,380 sq ft
○ Circulation	9,350 sq ft
TOTAL	50,195 sq ft
Parking	12,000 sq ft
39 Resident Units	20
20 Employees	10

HOLCOMB SCHOOL ADAPTIVE RE-USE

SCENARIO 3: Vocational School

Adaptive reuse of a former elementary school into a vocational school would be an efficient use of space and an appropriate public education based replacement program.

Holcomb can be converted into 14,000 square feet of classroom, studios and study space. In addition, a number of social areas have been integrated to promote communication between students and to provide space for learning.



PROGRAM	AREA
Social Areas	12,000 sq ft
Auditorium	3,100 sq ft
Lounge & Computer Center	5,300 sq ft
Mock Restaurant	3,600 sq ft
Classrooms	14,290 sq ft
Classroom	7,140 sq ft
Studio	4,900 sq ft
Study Room	2,250 sq ft
Support	8,950 sq ft
Kitchen	2,400 sq ft
Restrooms	2,370 sq ft
Storage	1,930 sq ft
Office	2,250 sq ft
Courtyard	6,380 sq ft
Circulation	8,575 sq ft
TOTAL	50,195 sq ft
Parking	32,000 sq ft
20 Employees	20
300 Students	60

HOLCOMB GROUNDS: Potential Uses



CONCEPT

Holcomb campus consisting of adjacent vacant sites and adaptive reuse of Former Holcomb Elementary School.

STRATEGY

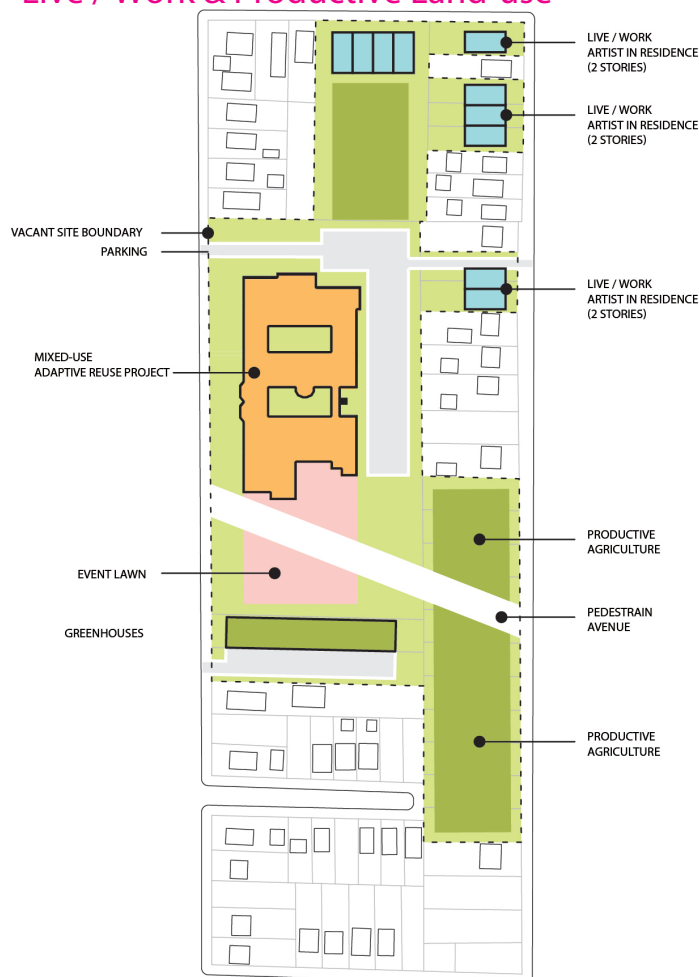
- Activation of underutilized adjacent parcels / structures for re-use
- Limited/multi-use parking w/ permeable surfaces
- Open spaces / community connections

Proposals are not required or encouraged to include elements of new construction. Scenarios have been explored for new construction of both public and private spaces for various permanent and temporary programmatic concepts. Proposals that include new construction within the Holcomb site are encouraged to review the attached form-based code guidelines for typologies developed to increase density within a single-family context.

CAMPUS CONCEPT 1: Residential Plus Amenities



CAMPUS CONCEPT 2: Live / Work & Productive Land-use



HOLCOMB GROUNDS

Public Access through Site



Reinforce the Public Realm

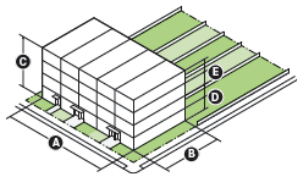


Form Based Code for New Construction

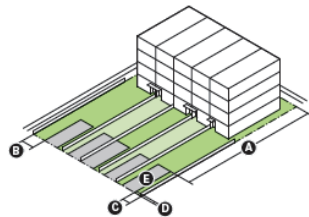
The typologies included below for reference when considering new construction in single-family neighborhoods were developed as a part of a pilot exercise to create design guidelines to permit development of multi-unit detached, semi-detached and attached residential buildings on streets internal to single family neighborhoods, and explore the possibility for small scale commercial uses to serve the the needs of residents of the area. These typologies are meant for reference as design guidelines and do not reflect current requirements or allowable uses.

TOWNHOUSE

Building Standards



Access/Parking

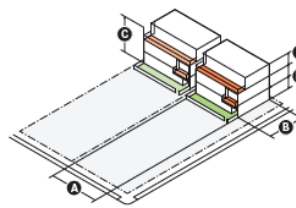


Massing	
Facade Build Out	70% min
A Width	17.5' min 19' max
B Depth	40' min 60' max
C Number of Stories	2 min 4 max
Story Height	10' min
Ground Floor Elevation	2' min
Fenestration	
D Ground Story Fenestration	20% min 50% max
E Upper Story Fenestration	20% min 50% max

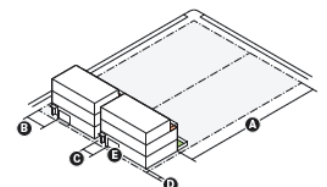
Parking Setbacks	
A Primary Front Setback	60' min
B Secondary Front Setback	10' min
C Side Setback	6' min
D Rear Setback	2' min
Parking Ratio	
E Parking Spaces	1.0/DU max
Lot Perimeter Definition	
Side & Rear Lot Line	Required
Fence or Hedge Height	4 min 6 max

CARRIAGE HOUSE

Building Standards



Access/Parking

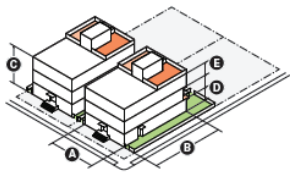


Massing	
Facade Build Out	45% min
A Width	24' min 36' max
B Depth	30' min 30' max
C Number of Stories	1 min 3 max
Story Height	10' min
Ground Floor Elevation	0' min
3rd Story Stepback	6' min
Fenestration	
D Ground Story Fenestration	15' min 50' max
E Upper Story Fenestration	15' min 50' max

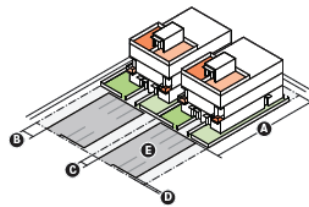
Parking Setbacks	
A Primary Front Setback	60' min
B Secondary Front Setback	10' min
C Side Setback	6' min
D Rear Setback	3' min
Parking Ratio	
E Parking Spaces	1/DU max
Perimeter Definition	
Side & Rear Lot Line	Required
Fence or Hedge Height	4 min 6 max

MULTI-PLEX

Building Standards



Access/Parking

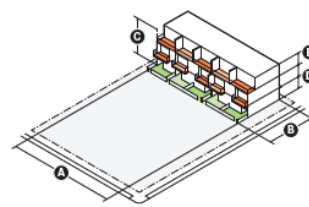


Massing	
Facade Build Out	70% min
A Width	35' min 38' max
B Depth	40' min 60' max
C Number of Stories	2 min 3 max
Story Height	10' min
Ground Floor Elevation	2' min
Fenestration	
D Ground Story Fenestration	20% min 50% max
E Upper Story Fenestration	20% min 50% max

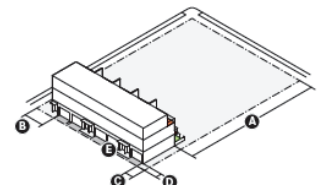
Parking Setbacks	
A Primary Front Setback	60' min
B Secondary Front Setback	10' min
C Side Setback	6' min
D Rear Setback	2' min
Parking Ratio	
E Parking Spaces	1.0/DU max
Parking Access	
Abutting an Alley	Required
Primary Frontage	Permitted
Secondary Frontage	B or C Street Only
Driveway Width	12' max
Lot Perimeter Definition	
Side & Rear Lot Line	Required
Fence or Hedge Height	4 min 6 max

MEWS BUILDING

Building Standards



Access/Parking



Massing	
Facade Build Out	80% min
A Width	35' min 84' max
B Depth	24' min 30' max
C Number of Stories	2 min 3 max
Story Height	10' min
Ground Floor Elevation	0' min
3rd Story Stepback	6' min
Fenestration	
D Ground Story Fenestration	15' min 50' max
E Upper Story Fenestration	15' min 50' max

Parking Setbacks	
A Primary Front Setback	60' min
B Secondary Front Setback	10' min
C Side Setback	6' min
D Rear Setback	3' min
Parking Ratio	
E Parking Spaces	1/DU max
Perimeter Definition	
Side & Rear Fencing or Hedge Row	Required
Fence or Hedge Height	4 min 6 max



Holcomb School RFP

Attachment E
Zoning Regulations for Adaptive Reuse of School Buildings

Sec. 61-12-97 | Waiver of prohibition by petition.

- (2) The Board of Zoning Appeals where the proposed use is less than four hundred-fifty (450) radial feet from the school site.
- (b) The waiver of the prohibition is subject to a finding based on evidence presented at a public hearing that the establishment of the use will not impede the normal and orderly development, operation, and improvement of the school.
- (c) Such waiver shall be documented by a statement of facts upon which such determination was made and shall indicate that such use would not be injurious or harmful to the school.
- (d) The prohibition that relates to the location of a medical marijuana caregiver center within one thousand (1,000) feet of a school (among other uses specified in a “drug-free zone,” as defined in Sec. 61-3-353 of this Code and referenced in the table of Sec. 61-12-92 of this Code) shall not be waived by the Buildings, Safety Engineering and Environmental Department, nor the Board of Zoning Appeals.

(Ord. No. 11-05, §1, 5-28-05; Ord. No. 31-15, §1, 3-01-2016)

Sec. 61-12-97. Waiver of prohibition by petition.

It shall be unlawful to establish any tattoo parlor within seven hundred fifty (750) feet of any public lodging house. This prohibition shall be waived upon presentment to the Buildings and Safety Engineering Department, or Board of Zoning Appeals, of a validated petition requesting such waiver, signed by two-thirds (2/3) of those persons owning, residing, or doing business within five hundred (500) feet of the proposed location. Such petition shall be processed in the same manner as applies to petitions for those Regulated Uses as provided for in Sec. 61-3-272 of this Code.

(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-12-98. Hazardous substances; precautions and due care responsibilities.

The applicant shall demonstrate that he or she has taken adequate precautions to prevent unacceptable exposures, as defined in rules promulgated under Part 201 of the Natural Resources and Environmental Protection Act (NREPA), titled *Environmental Remediation*, being MCL 324.20101 through MCL 324.20142, to hazardous substances in the environment, consistent with the proposed use of the property, and that he or she has exercised due care with respect to preventing hazardous substances from entering the environment.

In residential uses, hazardous substances as defined in Sec. 61-16-101 of this Code, may not be used, stored, handled, or managed in quantities that exceed those commonly used for typical residential purposes.

(Ord. No. 11-05, §1, 5-28-05)

Sec. 61-12-99. School building adaptive reuse provision.

- (1) *Purpose.* The purpose of this provision is to provide for the adaptive reuse and preservation of existing school buildings. Any of the nineteen (19) uses included in the

Sec. 61-12-99 | School building adaptive reuse provision.

definition of “School building adaptive reuses,” as provided in Sec. 61-16-171 of this Code, may be permitted on a conditional basis, subject to the provisions of ARTICLE III.DIVISION 7 of this Chapter, in those residential zoning districts where they are otherwise prohibited. Any of the nineteen (19) uses established under the “School building adaptive reuse” provision is subject to all applicable use regulations of ARTICLE XII, applicable intensity and dimensional standards of ARTICLE XIII, and applicable general development standards of ARTICLE XIV for that use.

- (2) *Demolition restrictions.* In order to promote maximum preservation of existing school buildings and the City of Detroit’s architectural heritage, the demolition of existing buildings under the school building adaptive reuse provision shall be subject to the following:
- (a) School building adaptive reuses shall only be established in buildings originally constructed as schools where at least 75% of the gross floor area of all buildings on the school site is retained.
 - (b) Notwithstanding paragraph (a), the following buildings and additions shall not be included in the calculation of the minimum 75% of the school site gross floor area that must be retained:
 - (1) Accessory buildings that have not been identified by the Historic Designation Advisory Board as contributing resources to school buildings that are eligible for the National Register of Historic Places.
 - (2) Additions to original principal school structures that do not contribute to the historic character of the property, as determined by the Buildings, Safety Engineering, and Environmental Department, in consultation with the Historic Designation Advisory Board.
 - (c) The Buildings, Safety Engineering, and Environmental Department shall review requests for demolition in an administrative hearing. If the request for demolition is made at the time of the request for a permit for a school building adaptive reuse, then the administrative hearing shall be combined with the special land use hearing for a conditional use. If the request for demolition is made subsequent to obtaining a permit for school building adaptive re-use, then a separate administrative hearing is required.
 - (d) If a school has been designated as a local historic district according to Chapter 25 of this Code, History, then the evaluation of any request for demolition shall be conducted by the Historic District Commission.

(Ord. No. 21-12, §1, 11-2-12)

Secs. 61-12-100–61-12-110. Reserved.

0 | (Ord. No. 11-05, §1, 5-28-05) (Ord. No. 44-06, §1, 12-21-06; Ord. No. 01-10, §1, 04-01-10; Ord. No. 13-11, §1, 8-23-11; Ord. No. 21-12, §1, 11-2-12)

Term	Definition
	device shall be used to transmit and/or receive radio or electromagnetic waves between terrestrially and/or orbitally based uses. This definition is meant to include but not be limited to what are commonly referred to as satellite earth stations, TVROs, and satellite microwave antennas.
<p>School Building Adaptive Reuses</p> <p>(Ord. No. 21-12, §1, 11-2-12)</p>	<p>Any of nineteen (19) uses listed below and located within a building originally constructed as a school that is otherwise not permitted as a by-right or conditional use on land zoned R1 and/or R2 and/or R3 and/or R4 and/or R5 and/or R6.</p> <p>School building adaptive reuses—residential:</p> <ul style="list-style-type: none"> (1) Assisted living facility, where located on a major thoroughfare (2) Boarding school and dormitory, where located on a major thoroughfare (3) Convalescent, nursing, or rest home, where located on a major thoroughfare (4) Loft (5) Multiple-family dwelling <p>School building adaptive reuses—public, civic, and institutional:</p> <ul style="list-style-type: none"> (6) Adult day care center (7) Child care center (8) Educational institution (9) Governmental service agency (10) Library (11) Museum <p>School building adaptive reuses—retail, service, and commercial:</p> <ul style="list-style-type: none"> (12) Business college or commercial trade school (13) Medical or dental clinic, physical therapy clinic, or massage therapy clinic (14) Office, business or professional (15) Radio or television station (16) Recording studio or photo studio or video studio, no assembly hall (17) Recreation, indoor commercial and health club (18) School or studio of dance, gymnastics, music, art, or cooking (19) Youth hostel/hostel, where located on a major thoroughfare
<p>Schools (Use Category)</p> <p>(Ord. No. 44-06, §1, 12-21-06)</p>	<p>Public or private schools at the primary, elementary, middle, junior high, or high school level that provide state-mandated basic education. Examples include public and private daytime (elementary, junior high and senior high) schools, and military academies.</p> <p>Charter schools are public schools. Preschools are classified as Day Care uses; however, a preschool “Head Start” program shall be considered as an accessory use where located on the premises of an operating school (<i>See also Sec. 61-12-402</i>). Business and trade schools are classified as Retail Sales and Service. Boarding schools are classified as Institutional Living uses.</p>
<p>Scrap Tire Processing or Recycling Facility</p>	<p>The storing, buying, or otherwise acquiring scrap tires, and reducing their volume by shredding or otherwise facilitating recycling or resource recovery techniques</p>



Holcomb School RFP

Attachment F
Standard City of Detroit Development Agreement

DEVELOPMENT AGREEMENT

Agreement to Purchase and Develop Land

by and between

The City of Detroit

and

(_____Project)

Date: _____

TABLE OF CONTENTS

ARTICLE 1. DEFINITIONS.....1

ARTICLE 2. ENGAGEMENT OF PARTIES3

2.01 Engagement.....3

2.02 City Approval of Agreement3

ARTICLE 3. SALE / COMPENSATION.....3

3.01 Purchase Price.....3

3.02 Advance3

ARTICLE 4. TITLE INSURANCE/DEED.....3

4.01 Title Insurance3

 a. Commitment 3

 b. Policy 4

4.02 Title/Deed4

 a. Conveyance 4

 b. Title Conveyed.....4

ARTICLE 5. TAXES AND ASSESSMENTS.....4

5.01 Property on Tax Rolls at Closing.....4

5.02 Property Not on Tax Rolls at Closing.....4

ARTICLE 6. REPRESENTATION AND WARRANTIES.....4

6.01 Inducement.....4

 a. Organization and Qualification.....4

 b. Power to make Agreement.....4

 c. Lack of Legal Impediments5

 d. Legal Operation5

 e. Litigation 5

 f. Financial Statements5

 g. Other Information5

 h. Other Agreements.....5

 i. Brokerage and Finder's Fees and Commissions5

 j. Security Ownership.....5

6.02 Survival.....5

ARTICLE 7. TESTS AND SURVEYS; CONDITION OF PROPERTY	6
7.01 <u>Surveying and Testing</u>	6
7.02 <u>Condition of Property</u>	6
7.03 <u>Release of City from Liability; Indemnification</u>	6
7.04 <u>Section 16 of NREPA</u>	6
ARTICLE 8. CLOSING	6
8.01 <u>Time and Place of Closing</u>	6
8.02 <u>Conditions to Closing</u>	7
a. <u>City's Obligations to Close</u>	7
1. <u>Legal Opinion of Developer's Counsel</u>	7
2. <u>Resolution of Developer's Authority</u>	7
3. <u>Documents and Legal Matters</u>	7
4. <u>Delivery of Financing Documents</u>	7
5. <u>Evidence of Insurance</u> 8	
6. <u>Payment of Purchase Price and Closing Costs</u>	8
7. <u>No Default</u> 8	
8. <u>Delivery of Construction Plans</u>	8
b. <u>Developer's Obligations to Close</u>	8
1. <u>Title</u> 8	
2. <u>City Council Approval</u>	8
3. <u>Acceptable Condition of Property</u>	8
8.03 <u>Delivery of Deed and Possession</u>	8
8.04 <u>Payment of Expenses</u>	8
8.05 <u>City's Failure to Convey</u>	8
ARTICLE 9. AFFIRMATIVE COVENANTS	8
9.01 <u>Maintenance of Business and Existence</u>	8
9.02 <u>Maintenance of Insurance</u>	8
9.03 <u>Payment of Obligations</u>	9
9.04 <u>Books and Records</u>	9

9.05	<u>Notification of Defaults</u>	9
9.06	<u>Access to Records and Premises</u>	9
9.07	<u>Notification Relating to Development Lender</u>	9
9.08	<u>Further Information</u>	9
9.09	<u>Further Assurance</u>	9
	ARTICLE 10. CONSTRUCTION PLANS	10
10.01	<u>Submittal</u>	10
10.02	<u>Approval of Construction Plans</u>	10
10.03	<u>Other Approvals</u>	10
	ARTICLE 11. PERFORMANCE OF CONSTRUCTION	10
11.01	<u>Commencement and Completion</u>	10
11.02	<u>Certificate of Completion</u>	10
	ARTICLE 12. COST OF CONSTRUCTION	11
	ARTICLE 13. RESTRICTIONS ON USE	11
13.01	<u>Covenants Regarding Use of Property</u>	11
	ARTICLE 14. INABILITY TO OBTAIN FINANCING OR PERMITS	11
14.01	<u>Inability to Obtain Financing</u>	11
14.03	<u>Inability to Obtain Permits, Zoning Variances</u>	12
14.04	<u>Cancellation</u>	12
	ARTICLE 15. DEFAULTS AND EVENTS OF DEFAULT	12
15.01	<u>Default by Developer</u>	12
15.02	<u>Failure to Cure Default</u>	13
15.03	<u>Default by the City</u>	13

ARTICLE 16. REMEDIES	13
<u>16.01 Prior to Conveyance</u>	13
<u>16.02 Subsequent to Conveyance</u>	13
<u>16.03 Appointment of Attorney-in-Fact</u>	13
<u>16.04 Vacation of Property</u>	14
<u>16.05 Remedies Cumulative</u>	14
<u>16.06 Waiver of Defense</u>	14
<u>16.07 Reimbursement of Costs</u>	14
<u>16.08 Resale of Reacquired Property; Disposition of Proceeds</u>	14
<u>16.09 Estate Conveyed</u>	14
ARTICLE 17. COVENANTS TO RUN WITH LAND	15
ARTICLE 18. RESTRICTION UPON SPECULATION AND ASSIGNMENT	15
<u>18.01 No Speculation</u>	15
<u>18.02 Stock Transfers and Other Transfers of Ownership Interests</u>	15
<u>18.03 Membership in Non-Profit Entity</u>	15
<u>18.04 Prior Approval of Assignment</u>	15
<u>18.05 Consideration for Assignment</u>	15
<u>18.06 Limitation Upon Encumbrance of Property</u>	16
<u>18.07 Mortgagee Not Obligated to Construct</u>	16
<u>18.08 Copy of Notice of Default to Mortgagee</u>	16
<u>18.09 Mortgagee's Option to Cure Default</u>	16
<u>18.10 City's Option to Pay Mortgage Debt or Purchase Property</u>	16
<u>18.11 City's Option to Cure Mortgage Default</u>	17
<u>18.12 Mortgage and Holder</u>	17

ARTICLE 19. INDEMNITY	17
19.01 <u>Developer Indemnifications</u>	17
19.02 <u>Defense of Claims</u>	17
19.03 <u>Safeguarding Property</u>	17
19.04 <u>Non-Liability of the City</u>	17
19.05 <u>Hazardous Materials</u>	18
a. <u>Representations and Warranties</u>	18
b. <u>Definitions</u> 18	
c. <u>Developer's Obligations</u>	19
d. <u>City's Options</u> 19	
e. <u>Release and Indemnity</u>	19
f. <u>Survival</u> 19	
g. <u>Breach</u> 20	
h. <u>Assignment of Cause of Action</u>	20
ARTICLE 20. ADMINISTRATION	20
20.01 <u>Developer Personnel</u>	20
20.02 <u>Inspection by City</u>	20
20.03 <u>Independent Contractor Relationship</u>	20
20.04 <u>Waiver</u>	20
ARTICLE 21. COMPLIANCE WITH LAWS AND REGULATIONS	20
21.01 <u>Compliance</u>	20
21.02 <u>Intellectual Property</u>	20
21.03 <u>Right To Examine Books</u>	20
ARTICLE 22. AMENDMENTS	21
22.01 <u>Form</u>	21
22.02 <u>Binding effect</u>	21

ARTICLE 23. FAIR EMPLOYMENT PRACTICES	21
<u>23.01 Compliance</u>	21
<u>23.02 Non-Discrimination</u>	21
<u>23.03 Associate Notification</u>	21
<u>23.04 Breach</u>	21
<u>23.05 Remedies upon Breach</u>	21
ARTICLE 24. NOTICES	22
<u>24.01 Addresses</u>	22
<u>24.02 Date of Notice</u>	22
ARTICLE 25. MISCELLANEOUS	22
<u>25.01 Standard of Performance</u>	22
<u>25.02 Conferences</u>	22
<u>25.03 Severability</u>	22
<u>25.04 Entire Agreement</u>	22
<u>25.05 Terminology</u>	23
<u>25.06 Covenants and Conditions</u>	23
<u>25.07 Captions</u>	23
<u>25.08 Cumulative Remedies; Jurisdiction; Venue</u>	23
<u>25.09 Affiliates</u>	23
<u>25.10 Force Majeure</u>	23
<u>25.11 Provisions Not Merged With Deed</u>	23
<u>25.12 Residential Construction</u>	23
<u>25.13 Counterparts</u>	24
<u>25.14 Singular and Plural, etc.</u>	24

25.15 Time of the Essence.....24

25.16 Authority of City.....24

EXECUTION PAGE25

LIST OF EXHIBITS AND SCHEDULES

Exhibit A Description of Property

Exhibit B Site Plan Summary

Exhibit C Quit Claim Deed

Exhibit D Irrevocable Power of Attorney

Schedule I Certificate of Authority for Partnership, Corporation or Limited Liability Company

DEVELOPMENT AGREEMENT

AGREEMENT TO PURCHASE AND DEVELOP LAND

BY AND BETWEEN

CITY OF DETROIT

and

(_____ Project)

THIS AGREEMENT TO PURCHASE AND DEVELOP LAND is entered into as of _____, 2012, by and between the **CITY OF DETROIT**, a Michigan public body corporate, acting by and through the Planning and Development Department, whose address is 2300 Cadillac Tower, Detroit, Michigan 48226, referred to herein as the “**City**”, and _____ whose address is _____, referred to herein as “**Developer**”.

RECITALS:

- A. Developer has offered to purchase and develop land located in the City of Detroit, the legal descriptions of which is set forth on Exhibit A attached hereto and incorporated by reference, in accordance with the terms, covenants, and conditions of this Agreement.
- B. Developer has represented to the City that it has the qualifications and financial ability to develop the land in accordance with this Agreement.

C. The City believes that the development of the Property pursuant to this Development Agreement and the fulfillment generally of this Development Agreement are in the best interests of the City and the health, safety and welfare of its residents.

In consideration of the foregoing recitals and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions shall, wherever they appear in this Agreement, be construed as follows:

1.01 **“Advance”** shall mean those funds deposited with the City by Developer prior to the execution of this Agreement as set forth in Section 3.02.

1.02 **“Affiliate”** shall mean a parent, subsidiary or other company controlling, controlled by or in common control with Developer.

1.03 **“Agreement”** shall mean this Agreement and the following Exhibits and Schedules attached hereto and expressly made a part hereof:

Exhibit A Description of Property

Exhibit B Site Plan Summary

Exhibit C Quit Claim Deed

Exhibit D Irrevocable Power of Attorney

Schedule I Certificate of Authority for Corporation

1.04 **“Agreement Term”** shall mean the period of time from the date this Agreement is executed until the Certificate of Completion is issued by the City or this Agreement is terminated.

1.05 **“Associate”** shall mean any consultant, contractor, subcontractor, or any other party engaged by Developer and the agents and employees of said parties engaged by Developer to undertake any of the activities associated with the performance of this Agreement.

1.06 **“Certificate of Completion”** shall mean the written certification issued by the City as provided in Section 11.02 upon the completion by Developer of all Improvements on the Property in accordance with the terms and conditions of this Agreement.

1.07 **“City”** shall mean the City of Detroit, a Michigan public body corporate.

1.08 **“Closing”** shall mean a date agreed upon by the parties hereto for the transfer of title to the Property, but in no event shall said date be more than () **months** from the date of this Agreement.

1.09 **“Construction Plans”** shall mean all plans, drawings, specifications, related documents, and construction progress schedule, respecting the Improvements to be constructed on the Property by Developer.

1.10 **“Deed”** shall mean the Quit Claim Deed conveying the Property to Developer by the City in substantially the form as attached hereto as Exhibit C.

1.11 **“Developer”** shall mean the party specified as such in the preamble to this Agreement, its employees and agents and its successors, assigns, personal representatives, executors, and administrators.

1.12 **“Development Plan”** shall mean that plan prescribing certain land uses, objectives and restrictions approved and adopted by the Detroit City Council on _____, JCC page(s)_____, recorded in the Office of the Wayne County Register of Deeds, Liber _____, Pages ___ through _____, and entitled _____, which is incorporated in this Agreement by reference and made a part hereof.

1.13 **“Encumbrance”** shall mean any covenant, license, right of way, easement, limitation, condition, reservation, restriction, right or option, mortgage, pledge, lien, construction lien, mechanic's lien, charge, conditional sale or other title retention agreement or arrangement, encumbrance, lease, sublease, security interest, or trust interest.

1.14 **“Event of Default”** and **“Default”** shall have the meanings as set forth in Article 15 of this Agreement.

1.15 **“Improvements”** shall mean the construction proposed in the preliminary development proposal submitted to the City by Developer containing site plans and elevation drawings relative to the uses Developer agrees to construct on the Property a summary of which is set forth in Exhibit B attached hereto and made a part hereof.

1.16 **“P&DD”** shall mean the City of Detroit Planning and Development Department.

1.17 **“Project”** shall mean the development of the Property and the construction of the Improvements thereon in accordance with this Agreement.

1.18 **“Property”** shall mean that parcel of land identified by street address as _____ and located in the City of Detroit, as more particularly described in Exhibit A attached hereto and made a part hereof.

1.19 **“Purchase Price”** shall mean that sum specified in Section 3.01 hereunder to be paid to the City by Developer in consideration for the City conveying the Property to Developer for development in accordance with the terms of this Agreement.

ARTICLE 2. ENGAGEMENT OF PARTIES

2.01 Engagement. The City hereby agrees to convey the Property in consideration of Developer's agreement contained herein to purchase and develop the Property in accordance with the terms, conditions and covenants of this Agreement. Developer agrees to purchase and develop the Property in accordance with the terms, conditions and covenants of this Agreement.

2.02 City Approval of Agreement. Prior to closing and the delivery of the Deed, Developer shall have no authority to commence construction activities on the Property without prior written approval by the City. In no event shall Developer commence construction activities prior to the recording of this Agreement with the Office of the Wayne County Register of Deeds. Developer will pay the cost of recording this Agreement.

ARTICLE 3. SALE / COMPENSATION

3.01 Purchase Price. Subject to the terms, covenants, and conditions of this Agreement, Developer agrees to purchase and develop, and the City agrees to convey, the Property for the price of **and 00/00 Dollars** (\$_____ **.00**) to be paid by wire transfer or certified check simultaneously with the delivery of the Deed.

3.02 Advance. The Advance of _____ **and 00/100** _____ **Dollars** (\$ _____ **.00** _____), to be deposited with the City by Developer prior to the execution of this Agreement, is to be held by the City as security for the performance of the obligations of Developer contained herein. Upon the issuance of the Certificate of Completion, the Advance will be returned to Developer without interest. If Developer does not satisfy the requirements for issuance of the Certificate of Completion in accordance with the terms of this Agreement, the City is entitled to retain the Advance in whole or in part, in the City's discretion, without rebate to Developer, in partial settlement of any claims it may have against Developer for breach of this Agreement.

ARTICLE 4. TITLE INSURANCE/DEED

4.01 Title Insurance.

a. Commitment. Within ten (10) days after the execution of this Agreement, Developer will obtain a commitment for an owner's title insurance policy for the Property setting forth the status of the title of the Property and all encumbrances, easements, rights-of-way, encroachments, reservations, restrictions, and all other matters of record affecting the Property subject to the terms, covenants, and conditions of this Agreement and standard exceptions (the "**Title Commitment**"). The Title Commitment will be in the amount of the Purchase Price and will be issued by a responsible title insurance company, located within the city of Detroit and licensed to do business in the State of Michigan, and/or otherwise acceptable to the City,. Developer shall have the right, promptly upon receipt of a copy of said commitment, to identify in writing those exceptions and/or title encumbrances identified therein that are unacceptable to it, in which event the City shall have reasonable opportunity (but not the obligation) to cure or remove such exceptions (if any) and to satisfy any other requirements set forth therein. The City's failure or inability to do so, or conscious decision not to do so, communicated in writing to Developer, shall give Developer the right to

terminate this Agreement and be relieved of all further obligation to perform hereunder, in which event the City shall promptly return any and all funds deposited by Developer with the City as an Advance as defined in § 3.02 herein above.

b. Policy. The City **WILL NOT** order or pay the premium for an owner's policy of title insurance, nor will the City provide any estoppel or seller's certificate to the Developer or the title insurance company. Any title insurance policy insuring Developer's title to the Property, whether an owner's or mortgage policy, with or without standard exceptions, will be at Developer's expense.

4.02 Title/Deed.

a. Conveyance. At the Closing, if Developer has complied with all of those terms and conditions precedent to Closing as specified hereunder, the City will deliver the Deed to the Property to Developer.

b. Title conveyed. Such conveyance and title shall be a determinable fee pursuant to Sections 13.01 and 16.02, and shall, in addition to the conditions and covenants hereinafter provided for, be subject to existing easements and restrictions of record, all applicable zoning and building laws, and other encumbrances (if any) specifically referred to in Exhibit A. Developer acknowledges that the City has not made, and by execution of this Agreement or any Deed does not make, any representations or warranties whatsoever with respect to title to the Property.

ARTICLE 5. TAXES AND ASSESSMENTS

5.01 Property on Tax Rolls at Closing. In the event that the Property is on the tax rolls at the date of Closing, all taxes and assessments which have become a lien upon the Property at the date of Closing shall be paid by the City provided that current City and County taxes shall be prorated and adjusted to the date of Closing or transfer of possession, whichever is earlier, on a due date basis.

5.02 Property Not on Tax Rolls at Closing. In the event that the Property is not on the tax rolls at the date of Closing, Developer agrees to pay to the City at Closing an amount equal to the *ad valorem* taxes and assessments which would have been levied had the Property been on the tax rolls, prorated from the date of Closing or transfer of possession, whichever is earlier, to the dates when the next tax bills are issued after the date the Property is placed back on the tax rolls. The Property will be placed back on the tax rolls as of December 31 of the year in which the Closing or transfer of possession takes place. For example, if the date of Closing or transfer of possession is on or before December 31, 2014, the Property would be placed back on the tax rolls effective December 31, 2014, and the next tax bills issued would be July 1, 2015 for the summer taxes and December 1, 2015 for the winter taxes. The payment for taxes would be prorated to June 30, 2015 and November 30, 2015, respectively. If the date of Closing and transfer of possession take place on or after January 1, 2015, the Property will not be placed on the tax rolls until December 31, 2015, and tax bills will not be issued until July 1 and December 1, 2016. In that case, the payment for taxes would be prorated to June 30 and November 30, 2016.

ARTICLE 6. REPRESENTATION AND WARRANTIES

6.01 Inducement. In order to induce the City to enter into this Agreement, Developer represents and warrants to the City that:

- a. Organization and Qualification. It is a duly organized corporation, partnership, limited liability company, joint venture, or sole proprietorship [*as applicable*], validly existing and in good standing under the laws of the State of Michigan, and has full power and authority to carry on its business as it is now being conducted.
- b. Power to make Agreement. It has the power to make, deliver and perform this Agreement and finance the Improvements in accordance with the terms and conditions of this Agreement and has taken all necessary action to authorize the foregoing and to authorize the execution, delivery and performance of this Agreement.
- c. Lack of Legal Impediments. The execution, delivery and performance of this Agreement will not violate any provision of any existing law, regulation, order or decree of any court or governmental entity, the violation of which would or could materially affect its ability to fulfill its obligations under this Agreement, or any provision of Developer's organizational documents (*e.g.*, charter, articles of incorporation, articles of organization, partnership agreement, bylaws or operating agreement) and will not violate any provision of, or constitute a default under, any agreement or contract to which it is a party, the violation of which would or could materially affect its ability to fulfill its obligations under this Agreement. Developer has paid all income, personal and property taxes, and inspection or license fees heretofore due, payable, and owing to the City. Developer is not in default to the City
- d. Legal Operation. It is, to the best of its knowledge, in compliance with all existing laws and regulations applicable to it, the violation of which would or could materially adversely affect its operations or would or could materially adversely affect its ability to fulfill its obligations under this Agreement.
- e. Litigation. As of the date of this Agreement, no litigation or administrative proceeding of or before any court or administrative body is presently pending, nor, to its knowledge, is any such litigation or proceeding presently threatened, against it or any of its property, by the City, or that, if adversely determined, would or could materially affect its ability to fulfill its obligations under this Agreement, or by it against the City.
- f. Financial Statements. The financial statements previously submitted to the City in connection with this Agreement (i) are complete and correct in all material respects, (ii) accurately present its financial condition as of the dates, and the results of its operations for the periods, for which same have been furnished, and (iii) have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods covered thereby.
- g. Other Information. To the best of its knowledge, all other written information, reports, papers, and data given to the City by Developer with respect to it are accurate and correct in all material respects and substantially complete insofar as completeness may be necessary to give the City a true and accurate knowledge of the subject matter and all projections of future results are, in its opinion, reasonable.
- h. Other Agreements. To the best of its knowledge, it is not a party to any agreement or instrument materially and adversely affecting its present or proposed business, properties or assets, operation or condition, financial or otherwise, not disclosed to the City in writing; and it is not in default in the performance, observance, or fulfillment of any of the material obligations, covenants, or conditions set forth in any agreement or instrument to which it is a party, the violation of which would or could materially affect its ability to fulfill its obligations under this Agreement.

i. Brokerage and Finder's Fees and Commissions. It will indemnify the City and hold it harmless with respect to any commissions, fees, judgments, or expenses of any nature and kind which it may become liable to pay by reason of any claims by or on behalf of brokers, finders or agents incident to this Agreement and the transaction contemplated hereby resulting from any acts by Developer or any litigation or similar proceeding arising therefrom unless the City has by separate agreement provided for such payment.

j. Security Ownership. The listing of the record owners owning ten percent (10%) or more of the securities or membership interests issued by Developer and Affiliates as of the date of this Agreement which indicates the names of such record owners, their percentage ownership thereof, the type of security or interest owned thereby, the number of shares or units of such security or interest and the issuer thereof, is true and complete in all respects. It has no knowledge of any persons or entities other than the record owners of said securities or interests having any beneficial or other interest therein.

6.02 Survival. All of the representations and warranties contained in this Article 6 or pursuant hereto shall survive the delivery of the Deed and shall remain in full force and effect until the Certificate of Completion is issued. If the Property is to be acquired in phases, the City may, in its discretion, require Developer to execute a document reaffirming the continuing validity of these representations and warranties as a condition to closing on each phase. Developer shall indemnify and hold the City harmless from and against, and shall be obligated to pay and reimburse the City for, any and all loss and damage (including reasonable attorneys' fees, whether inside or outside counsel) which the City may sustain or incur as a result of any misrepresentation or breach of warranty on the part of Developer due to the City's reliance thereon.

ARTICLE 7. TESTS AND SURVEYS; CONDITION OF PROPERTY

7.01 Surveying and Testing. The City will, prior to the transfer of possession or title, authorize Developer through and in accordance with a fully executed Right-of-Entry, to make soil boring and bearing tests and undertake such surveying and environmental and other due diligence activities as Developer deems appropriate, provided such does not interfere with the use (including demolition or site improvement activities) of the City or the use of any tenant in possession, if any, and subject to the Developer's compliance with the requirements of this Article 7 and elsewhere in this Agreement. All such testing shall be done at Developer's risk and expense. Subject to the terms of the aforementioned Right of Entry, Developer shall give prior notice to the City to inspect and investigate the condition of the Property, including its environmental condition and shall conduct such inspection and investigation as Developer desires during normal business hours. Prior to entering onto the Property for such purposes, Developer shall (i) request authorization from the Building, Safety, Engineering and Environmental Department and provide details of the intended activities and other documentation deemed necessary by the City, (ii) obtain a Right-of-Entry letter from City, (iii) execute said letter, and (iv) comply with all conditions and requirements stated therein. Developer shall use all reasonable efforts to minimize damage to the Property in connection with such entry and shall fully restore the Property to the condition existing prior to such entry. Developer shall indemnify, defend and hold the City harmless from and against, any and all loss, cost, liability and expense, including reasonable attorneys' fees and litigation costs, suffered or incurred by the City as a result of the Developer's activities in accordance with the Right-of-Entry. Developer shall submit to the City a copy of each survey or report generated as a result of such activities.

7.02 Condition of Property. Developer takes the Property as it finds it, “AS IS”, and the City makes no implied or express representations or warranties as to its fitness for absolutely any purpose whatsoever, including but not limited to the proposed use(s) set forth in this Agreement in Article 13, Exhibit B, or otherwise, any warranty that the Property is fit for the Developer’s purpose or regarding the presence or absence of Hazardous Materials at, on, in, under, about or from the Property and compliance of the Property with Environmental Laws, or otherwise. Developer acknowledges that neither the City or any agent of the City has made any warranty, representation or agreement, either express or implied, and that Developer has not relied on any representation, warranty or agreement of any kind made by the City or any agent or employee of the City concerning (a) the physical or environmental condition of the Property; or (b) the presence or absence of any condition, substance or material, including but not limited to any waste material, equipment or device at, in, on, about, under, or from the Property. Developer agrees that the disclosures of the City concerning the Property and its condition are intended to satisfy any duties the City may have under the law, including but not limited to statutes, Environmental Laws and common law. Developer shall rely solely on its own due diligence with respect to such inquires, investigations and assessments. By executing this Agreement, Developer acknowledges that it is satisfied with the condition of the Property, subject only to inspection of the Property, review of title, and the results of the tests, investigations, and surveys permitted under Section 7.01, above. If, within _____ (____) days after the execution of this Agreement by the City and the Developer, Developer fails to undertake such investigations and/or obtain such test results and surveys, or fails to object to the condition of the Property based upon the results of such tests, investigations or surveys, or fails to deliver copies of any and all reports of such tests, investigations and/or surveys to the City, Developer shall be deemed to have waived any right to object to the condition of the Property and shall be deemed to have declared its full satisfaction therewith.

7.03 Release of City from Liability; Indemnification. Developer hereby releases the City and its officials, employees, and agents (but not any third party) from any and all liability for any defects in or conditions of the Property, including but not limited to any surface, subsurface, latent or patent conditions whether naturally occurring or by action of any party, or conditions currently existing thereon, including but not limited to conditions described in Section 19.05, but subject to Section 19.05. Subject to Section 19.05, Developer hereby expressly agrees to and shall indemnify and hold the City harmless from any claims by it or any other party for any personal injury or other loss resulting from any such Property conditions that occur or accrue after the date of possession or Closing, whichever is earlier.

7.04 Section 16 of NREPA. Check the box below if the Property is a “facility” under Part 201 of NREPA and provide the required information.

Pursuant to the requirements of Section 16 of Part 201 of NREPA, MCL 324.20116, Developer agrees that the City has notified Developer that the property is a “facility” as that term is defined in Part 201 of NREPA. The general nature and extent of any land or resource restrictions or any release at or from the facility that is known to the City is more fully described in certain reports, copies of which have been provided to Developer. By its execution of this Agreement, Developer acknowledges receipt of the following reports:

[Identify such environmental reports, if any, including Phase I and Phase II Environmental Site Assessments, with specificity. If none, so state.]:

[If the Property is not a “facility” as defined in NREPA, insert “NA” for “Not Applicable”: ___].

ARTICLE 8. CLOSING

8.01 Time and Place of Closing. The City will notify Developer of the prospective closing date not less than ten (10) calendar days prior to the Closing, unless otherwise agreed between the parties. The Closing shall take place within thirty (30) days after satisfaction of the conditions to closing as specified in Section 8.02 of this Agreement, but in no event later than _____ (__) months after the date of this Agreement. If Closing has not taken place within _____ (__) months after the date of after the date of this Agreement, and the City has not consented to any extension, then the City may terminate this Agreement upon written notice to Developer. The Closing shall take place at the office of the City's Planning & Development Department, or such other location in downtown Detroit designated by the City.

8.02 Conditions to Closing.

a. City's Obligations to Close. The obligation of the City to effect a Closing hereunder shall be subject to receipt of a resolution by the Detroit City Council authorizing the transaction, fulfillment of all conditions contained therein and fulfillment by Developer of each of the following conditions precedent:

1. Legal Opinion of Developer's Counsel. There shall have been a legal opinion delivered to the City by outside counsel to Developer dated the Closing date, and supported by a certificate from Developer, to the effect that:

(a) That Developer is a duly organized corporation, partnership, limited liability company, joint venture or sole proprietorship [*as applicable*], validly existing and in good standing under the laws of the State of Michigan, and is in good standing in each jurisdiction, where the nature of the business conducted by it or the properties owned or leased by it requires such qualifications.

(b) Developer has the power to make, deliver and perform this Agreement, to give the required Advance, to borrow pursuant to this Agreement and to make, deliver and perform all required loan instruments necessary for the performance of this Agreement and has taken all necessary action to authorize each of the foregoing.

(c) This Agreement has been duly executed and delivered by a duly authorized officer, partner, or member of Developer, and this Agreement constitutes a valid obligation of Developer, legally binding and enforceable upon it in accordance with its terms.

(d) So far as is known to such counsel, the execution, delivery, and performance of this Agreement will not violate any provision of any existing law or regulation, order or decree of any court or governmental entity, or any provision of Developer's organizational documents (*e.g.*, charter, articles of incorporation, articles of organization, partnership agreement, bylaws, or operating agreement) or violate any provision of or constitute a default under any agreement or contract to which Developer is a party.

(e) No Default known to such counsel has occurred and is continuing under this Agreement.

(f) So far as is known to such counsel, Developer is in compliance with all zoning requirements, and all other applicable state and federal statutes and regulations and local laws applicable to the conduct of Developer's business as presently being conducted, the violation of which would or could materially adversely affect its operations or would or could materially adversely affect its ability to fulfill its obligations under this Agreement.

2. Resolution of Developer's Authority. Developer shall furnish to the City a certified copy of a resolution satisfactory to the City in form and substance, duly adopted by the Board of Directors or Members of Developer, or an authorized vote of the partners or joint venturers, authorizing the execution, delivery and performance of this Agreement and all other documents and actions contemplated hereunder. Developer shall also furnish to the City an incumbency certificate, executed by the corporate secretary or proper manager of Developer, identifying the officers or Managers of Developer.

3. Documents and Legal Matters. All documents reasonably requested by the City shall have been submitted to the City and shall be satisfactory in form and content as determined by the City.

4. Delivery of Financing Documents. Developer shall have furnished the City evidence satisfactory to the City of Developer's financial ability to complete the Project, which evidence, if requested by the City, may consist of validly executed financing documents acceptable to the City from qualified financial institutions of recognized responsibility, evidencing (i) sufficient capital on deposit to secure financing, which capital shall not be subject to withdrawal prior to Closing, and (ii) legally binding and enforceable commitments for obtaining financing. The City may, in its discretion, waive such requirements if Developer submits other evidence satisfactory to the City of Developer's financial ability to complete the Project.

5. Evidence of Insurance. Developer shall obtain, prior to Closing and prior to entry onto the Property for the purposes set forth in Article 7, and maintain at its expense during the term of this Agreement and any extension thereof the insurance described in Section 9.02. Developer shall provide evidence of such insurance to the City in accordance with Section 9.02.

6. Payment of Purchase Price and Closing Costs. Developer shall have tendered payment of the Purchase Price, the Advance, and the closing costs payable by Developer.

7. No Default. There shall be no existing Default by Developer under this Agreement.

8. Delivery of Construction Plans. Developer shall have delivered to P&DD the documents required pursuant to Article 10 of this Agreement.

9. Resolution of the Detroit City Council. The Detroit City Council shall have by resolution duly authorized the execution, delivery, and performance of this Agreement, and all other documents and actions contemplated hereunder (the "Resolution"), and all conditions contained in the Resolution shall have been satisfied.

b. Developer's Obligations to Close. The obligation of Developer to effect a Closing hereunder shall be subject to the fulfillment by the City of each of the following conditions precedent:

1. Title. Title to the Property shall be in the form required by this Agreement.
2. City Council Approval. The City Council shall have adopted a resolution authorizing the transaction contemplated by this Agreement.
3. Acceptable Condition of Property. The physical and environmental condition of the Property shall be acceptable to Developer, pursuant to Article 7.

8.03 Delivery of Deed and Possession. The City will deliver the Deed to the Property and the possession thereof to Developer at the Closing provided that Developer has complied with all conditions precedent as specified herein. Developer shall be responsible for recording this Agreement and the Deed and paying all recording costs (including the cost of the documentary stamp tax on the Deed, if any).

8.04 Payment of Expenses. Developer shall pay all costs, fees, and out of pocket expenses of whatsoever kind or nature related to the procurement of services of Associates and contractors, etc. which have been incurred pursuant to the making of this Agreement and shall hold the City harmless with respect to the payment of same notwithstanding anything contained herein or elsewhere to the contrary.

8.05 City's Failure to Convey. In the event the City does not tender the conveyance of the Property in the manner provided in this Agreement, and any such failure shall not be cured within thirty (30) days after written demand by Developer, then, provided Developer is not in Default under this Agreement, at the option of Developer, this Agreement shall be canceled in accordance with Section 14.04, except as to parcels previously conveyed (if any), or, if all of the conditions set forth in Section 8.02a above have been satisfied, Developer shall be entitled to seek specific performance of this Agreement.

ARTICLE 9. AFFIRMATIVE COVENANTS

Developer covenants and agrees that until the Certificate of Completion is issued it will:

9.01 Maintenance of Business and Existence. Continue to engage in business of the same general type as now conducted by it so that its principal business shall continue to be as stated herein, will do all things necessary to preserve, renew, and keep in full force and effect its corporate, partnership, limited liability company, joint venture, or sole proprietorship existence [*as applicable*] and rights and franchises necessary to continue such business and will preserve and keep in force and effect all licenses and permits necessary for the proper conduct of its business.

9.02 Maintenance of Insurance. Maintain at its expense during the Agreement Term and any extension thereof, the following insurance:

- a. Workers' compensation insurance for employees that meets Michigan's statutory requirements and Employers' Liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident.
- b. Automobile liability insurance covering all owned, hired, and non-owned vehicles with personal protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance, with minimum bodily injury limits of One Hundred Thousand Dollars

(\$100,000.00) each person and Three Hundred Thousand Dollars (\$300,000.00) each occurrence and minimum property damage limits of One Hundred Thousand Dollars (\$100,000.00) each occurrence.

c. Comprehensive general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit, each occurrence, for bodily injury, property damage, products, completed operations and blanket contractual liability for all written agreements.

Developer agrees that it will obtain a similar covenant with respect to worker's compensation insurance from all Associates. All of said insurance policies shall name Developer as the insured and, except for the worker's compensation insurance, shall name the City of Detroit as an additional insured and shall, to the extent obtainable, be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days' prior notice to the City. Certificates of insurance evidencing such coverage shall be submitted to the City prior to the Closing. If the insurance is on a "claims made" basis, evidence of insurance shall be submitted for three (3) years after issuance of the Certificate of Completion.

9.03 Payment of Obligations. Pay and discharge all its indebtedness for borrowed money, and all liabilities for judgments, taxes, assessments and governmental charges, except where the same may be contested in good faith, and maintain adequate reserves for all contingent liabilities. Provided, that if the City has reasonable grounds to believe that Developer will not timely discharge such obligations, the City may, upon written notice to Developer, at the City's option and without waiving any of its rights hereunder, pay either before or after delinquency, any or all of the said obligations and all sums so advanced or paid by the City shall become a lien upon the Property and every payment so made shall bear interest from the date of such failure to pay to the date of repayment to the City at the interest rate applicable to a federal income tax deficiency or penalty.

9.04 Books and Records. Maintain, at all times, true and complete books, records and accounts in which true and correct entries shall be made of its transactions concerning this Agreement in accordance with generally accepted accounting principles consistently applied.

9.05 Notification of Defaults. Promptly notify the City of any Default under or pursuant to this Agreement, whether or not any requirement of notice or lapse of time, or both, or any other condition has been satisfied or has occurred.

9.06 Access to Records and Premises. Afford access by the City to the Property at all reasonable times for purposes of inspection, and permit the City to inspect and make and take away copies of any and all of its records relative to this Agreement.

9.07 Notification Relating to Development Lender. Promptly notify the City of any refusal by any development lender to make a requested advance, any demands for escrow amounts under deficiency clauses, any declaration that default has occurred, or declaration that development stage specifications for the Project are unacceptable.

9.08 Further Information. Promptly furnish the City from time to time such other information regarding its operations, business, affairs and financial condition concerning this Agreement that the City may reasonably request.

9.09 Further Assurance. Upon request, execute and deliver, or cause to be executed and delivered, such further instruments and do or cause to be done such further acts as may be reasonably necessary or proper to carry out the intent and purpose of this Agreement.

ARTICLE 10. CONSTRUCTION PLANS

10.01 Submittal. At least ninety (90) days before Closing, and as a condition precedent to Closing and the issuance of any building permit, Developer shall submit to P&DD for approval Construction Plans in sufficient completeness and detail to show that the Improvements and the construction thereof will be in accordance with the provisions of this Agreement.

10.02 Approval of Construction Plans. P&DD shall promptly review the submitted Construction Plans. If the Construction Plans conform to the terms and provisions of this Agreement, as determined within the sole and reasonable discretion of P&DD, P&DD shall approve in writing such Construction Plans and no further filing by Developer or approval by P&DD thereof shall be required in satisfaction of this Agreement except with respect to any material change. In the event of a dispute with respect to what constitutes a material change, P&DD's reasonable determination shall control. If Developer desires to make any material change in the Construction Plans after their approval by P&DD, Developer shall submit the proposed change to P&DD for its approval. It shall be within P&DD's sole and reasonable determination to approve or reject such change.

If P&DD rejects the Construction Plans in whole or in part as not being in conformity with this Agreement, Developer shall submit new or corrected Construction Plans which are in conformity therewith within thirty (30) days after written notification to Developer of such rejection.

The provisions herein provided relative to approval, rejection and resubmission of corrected Construction Plans with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by Pⅅ provided, however, that in any event, Developer is required to submit Construction Plans which are in conformity with this Agreement, as determined by P&DD, no later than ninety (90) days after the date P&DD provides notice to Developer of P&DD's first rejection of the original Construction Plans submitted to it by Developer.

10.03 Other Approvals. Approval by P&DD of the Construction Plans is in addition to any approvals by the City's Buildings & Safety Engineering Department (or other agencies or departments) for building permits, use permits, certificates of occupancy, zoning approvals and variances, and other permits whether required by other City departments and/or agencies or otherwise. Developer shall be responsible for applying for all permits and zoning approvals and/or variances to allow for the uses it will make of the Property and the Improvements it will construct on the Property. Execution of this Agreement by the City shall not be deemed a grant of such permits, approvals, or variances, or a waiver of any of the procedural or substantive requirements of the departments and/or agencies responsible for issuing the permits, approvals and/or variances.

ARTICLE 11. PERFORMANCE OF CONSTRUCTION

11.01 Commencement and Completion. Developer shall promptly begin and diligently complete the development of the Property throughout the construction of the Improvements thereon, and shall begin such construction within _____ **days** or _____ **months** from the date of Closing. Construction shall be completed within _____ **days** or _____ **months** of the date of Closing.

11.02 Certificate of Completion.

a. Subsequent to the proper completion of the Improvements in accordance with the provisions of this Agreement, the City shall furnish Developer with an instrument certifying such completion (herein called the “**Certificate of Completion**”). Upon written request by Developer, the Property may be divided into parts or parcels, provided that such subdivision, in the opinion of the City, is not inconsistent with the Development Plan or this Agreement. At its sole discretion, the City may furnish Developer with individual Certificates of Completion upon proper completion of the Improvements relating to any such part or parcel.

b. When Developer considers all Project work required hereunder to be complete, in conformance with this Agreement, and ready for final inspection, it shall so notify the Director of P&DD (herein called the “**Director**”). Within thirty (30) days of such written notification, the Director will thereafter make or cause to be made such inspection. If, upon such inspection, the Director finds the entire work not fully completed or portions not acceptable under the terms and conditions of this Agreement, the Director will so notify Developer in writing indicating in detail in what respects Developer has failed to complete the Improvements in accordance with this Agreement or is otherwise in Default, and what measures and acts Developer must take or perform in order to cure such nonconformity or Default. Developer shall thereafter promptly complete the Improvements in accordance with such directive so as to conform the construction of the Improvements as required by this Agreement.

c. Upon the Director's determination that the Project is complete and in conformance with all provisions and requirements of this Agreement, the Director shall issue the Certificate of Completion.

d. Except as may be stated therein, the Certificate of Completion shall be a conclusive acknowledgment by P&DD of satisfaction by Developer of its obligations under this Agreement for the portion of the Property addressed by the Certificate of Completion, except as provided in Sections 13.01b, 13.01c and 13.01d hereof. The Certificate of Completion shall not, however, constitute evidence of compliance with or satisfaction of (i) any obligation of Developer to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof, or (ii) the requirements of any department, agency or entity with respect to any building, occupancy, or other permits.

e. The Certificate of Completion shall be in such form as can be recorded against the Property. The cost of recording the Certificate of Completion shall be the responsibility of Developer.

f. In the Director's discretion, Certificates of Completion may be given for each phase if the Project is developed in phases.

ARTICLE 12. COST OF CONSTRUCTION

Developer shall be solely responsible for and shall pay in a timely manner all costs and expenses of whatsoever kind or nature constituting the cost of construction of the Improvements and development of the Project.

ARTICLE 13. RESTRICTIONS ON USE

13.01 Covenants Regarding Use of Property. Developer covenants for itself and its successors and assigns and every successor in interest to the property, or any part thereof, that Developer and its successors and assigns shall:

a. Devote the Property only to and in accordance with the uses specified in this Agreement. This covenant shall be construed to run with the Property until the issuance of the Certificate of Completion.

b. *[If applicable]* Devote the Property to and only to and in accordance with, the uses specified in the Development Plan. This covenant shall be construed to run with the Property until the expiration of the period specified in the Development Plan.

c. *[If applicable]* Rehabilitate and maintain the Property in accordance with the recommended approaches in “The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings”, if applicable. This covenant shall be construed to run with the Property in perpetuity, without limitation as to time; however, the Michigan State Historic Preservation Officer may, for good cause, modify or cancel any or all of the restrictions of this Subsection upon written application.

d. Not discriminate upon the basis of race, religion, sex, creed or national origin in the sale, lease or rental or in the use or occupancy of the Property or any Improvements erected or to be erected thereon, or any part thereof. This covenant shall be construed to run with the Property in perpetuity, without limitation as to time.

ARTICLE 14. INABILITY TO OBTAIN FINANCING OR PERMITS

14.01 Inability to Obtain Financing. In the event that, prior to the Closing, Developer shall be unable, after diligent effort, to obtain financing to construct the Improvements, as determined within the reasonable discretion of the City, on terms that would generally be considered satisfactory by builders or contractors for Improvements of the nature and type provided in the Construction Plans, then Developer and the City shall each have the right to cancel this Agreement.

14.02 Inability to Obtain Permits, Zoning Variances. If prior to the Closing Developer notifies the City that it has been or will be unable, after diligent effort, to obtain permits to allow for the uses it intends to make of the Property or the construction of Improvements or that under the zoning ordinances the Property cannot be used for the purposes and/or uses set forth in this Agreement and Developer, after diligent effort, has been unable to obtain the necessary zoning variances or approvals, then this Agreement shall be canceled in accordance with Section 14.04.

14.04 Cancellation. In the event of cancellation of all or any part of this Agreement as specified above, the City shall refund the Advance, without interest, less any costs incurred by the City or any damages the

City sustains to return the Property to the condition before Developer's entry upon the Property. Upon such cancellation the Developer shall have no further rights in or to this Agreement or the Property, and no claim against the City under this Agreement with respect to conveyancing or development of the Property.

ARTICLE 15. DEFAULTS AND EVENTS OF DEFAULT

15.01 Default by Developer. The occurrence of any one or more of the following events shall constitute a Default of this Agreement by Developer:

- a. Developer violates its obligation with respect to the commencement or completion of the construction of the Improvements, as specified in this Agreement.
- b. Developer fails to pay, when due, real estate taxes or assessments on the Property or any part thereof or places thereon 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.
- c. Developer violates any of the terms and conditions of the Fair Employment Practices Provision, Article 23 herein.
- d. There is any transfer of all or any part of the Property or of any right or interest in all or any part of the Property; or, in violation of Section 18.02 hereunder, there is any change in excess of ten percent (10%) or more in the or distribution of Developer's ownership interests or stock or with respect to the identity of the parties in control of Developer or the degree thereof.
- e. Developer admits in writing its inability to pay its debts generally as they become due, or Developer ceases to conduct business in the normal course by reason of any of the following: (i) The making by Developer of any general arrangement or general assignment for the benefit of creditors; (ii) Developer becoming a "debtor" as defined in 11 USC § 101 or any successor statute thereto (unless, in the case of a petition filed against Developer, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Developer's assets located at the Property or of Developer's interest in this Agreement, where possession is not restored to Developer within sixty (60) days; (iv) the attachment, execution or other judicial seizure of substantially all of Developer's assets located at the Property or of Developer's interest in this Agreement, where such seizure is not discharged within sixty (60) days; or (v) its voluntary or involuntary dissolution. In the event that any provision of this subsection is contrary to any applicable law, such provision shall be of no force or effect.
- f. Developer violates any of the terms and conditions of this Agreement and, except as otherwise provided in this Section 15.02, Developer fails to cure the same after receipt of written notice by the City to cure said Default.
- g. Developer does not acquire the Property pursuant to a Closing in accordance with this Agreement.

15.02 Failure to Cure Default. Any such Default on the part of Developer as set forth in Section 15.01 and the failure of Developer to cure such Default within thirty (30) days after written notice and demand by the City to cure said Default shall be deemed to constitute an **Event of Default**, provided, however,

that if the nature of Developer's Default is such that more than the cure period provided is reasonably required for its cure, then Developer shall not be deemed to be in default if Developer, with the City's acknowledgment and consent, commences such cure within said period and thereafter diligently pursues such cure to completion. If Developer is in good faith contesting any amount due under Subsection 15.01b, Developer may, in lieu of paying said amount, deposit said amount in an escrow account which shall be disbursed upon the resolution of the dispute, or if the amount relates to a construction lien, Developer may bond over the lien in the manner prescribed by law. Defaults pursuant to Subsections 15.01d, 15.01e, and 15.01g are hereby deemed to be material, non-curable Events of Default without the necessity of any notice by the City to Developer thereof. The City may, in its sole discretion, waive in writing any Default or Event of Default by Developer.

15.03 Default by the City. The City shall not be in default unless the City fails to perform obligations required of the City within a reasonable time, but in no event later than ninety (90) days, after written notice by Developer to the City, specifying wherein the City has failed to perform such obligation, provided, however, that if the nature of the City's obligation is such that more than ninety (90) days are reasonably required for performance then the City shall not be in default if the City commences performance within such ninety (90) day period and thereafter diligently pursues such performance to completion.

ARTICLE 16. REMEDIES

16.01 Prior to Conveyance. Upon an Event of Default prior to conveyance of the Property, this Agreement and any rights of Developer arising hereunder or otherwise with respect to the City or the Property, may, at the option of the City, be terminated by the City, except as to parcels previously conveyed where a Certificate of Completion has been issued by the City. In the event of such termination, the Advance may be retained by the City as its property without any deduction, offset, or recoupment whatsoever.

16.02 Subsequent to Conveyance. It is expressly understood and agreed between the parties hereto that during the Agreement Term the conveyance of the Property to Developer shall be construed and interpreted as the conveyance of a fee simple determinable until issuance of the Certificate of Completion, and that such conveyance shall endure only so long as subsequent to the conveyance and prior to the issuance of the Certificate of Completion there has been no Event of Default. Upon an Event of Default and the City's recording of a notice thereof, title to the Property shall automatically revert in the City, except for parcels previously conveyed where a Certificate of Completion has been issued by the City. Upon such reversion of title, the City shall have the right to re-enter and take immediate possession of the Property. Upon an Event of Default, this Agreement and any rights of Developer arising hereunder or otherwise with respect to the City or the Property, may, at the option of the City, be terminated by the City, except as to parcels previously conveyed where a Certificate of Completion has been issued by the City. Developer shall execute and deliver to the City at Closing a deed for the Property for the purpose of conclusively evidencing the reversion of title to the Property in the City upon termination in connection with an Event of Default. In the event of such termination, the Advance may be retained by the City as its property without any deduction, offset, or recoupment whatsoever.

16.03 Appointment of Attorney-in-Fact. Pursuant thereto, Developer hereby irrevocably constitutes and appoints the City, upon an Event of Default, to act as its true and lawful agent and attorney-in-fact, and grants the City full power and authority, upon an Event of Default, to execute in its name and on its behalf

one or more consents, acknowledgments, judgments, or deeds effecting, evidencing, or perfecting the conveyance of the Property to the City, together with all of Developer's rights, title, and interest therein. Developer shall be bound thereby as if an authorized officer of Developer had personally executed same. Developer shall execute simultaneously with this Agreement an **“Irrevocable Power of Attorney”** (in substantially the form of Exhibit D attached hereto and made a part hereof) granting such authority to the City.

16.04 Vacation of Property. Developer further acknowledges that any delay or failure to immediately vacate the Property after title to the Property has vested back in the City will cause irreparable injury to the City not adequately compensable in damages and for which the City has no adequate remedy at law. Developer accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction to compel Developer to vacate and abandon such Property, as well as liquidated damages in the amount of 150% of the rental rate for similar properties per day for each day of such failure or delay.

16.05 Remedies Cumulative. The rights and remedies of the City, whether provided by law or by this Agreement, shall be cumulative, and the exercise by the City of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach. No waiver made by the City shall apply to obligations beyond those expressly waived in writing.

16.06 Waiver of Defense. Developer, for itself and its successors and assigns, and all other persons who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under this Agreement, hereby waives, to the fullest extent permitted by law and equity, all claims or defenses otherwise available on the ground of its or their being or having become a person in the position of a surety, whether real, personal, or otherwise, or whether by agreement or operation of law. Such waiver shall include, but shall not be limited to all claims and defenses based upon extensions of time, indulgence, or modification of terms of this Agreement.

16.07 Reimbursement of Costs. Developer shall reimburse the City for its expenses, including reasonable attorney fees (whether inside or outside counsel), incurred by the City in connection with the enforcement of or the preservation of any rights under this Agreement including, but not limited to, any costs, damages, and expenses related to the recapture, management and resale of the Property.

16.08 Resale of Reacquired Property; Disposition of Proceeds. Upon the revesting in the City of title to the Property or any part thereof as provided in Section 16.02, the City shall, pursuant to its responsibilities under the State law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests as in Section 18 set forth and provided) as soon and in such manner as the City shall find feasible and consistent with the objectives of such law, the Development Plan and this Agreement, to a qualified and responsible party or parties (as determined by the City) who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to the City and in accordance with the uses specified for such Property or part thereof in the Development Plan and this Agreement. Upon such resale of the Property, the proceeds thereof shall be applied as follows:

a. First, to reimburse the City for all costs and expenses incurred by the City (including, but not limited to, attorneys' fees and salaries of personnel) in connection with the recapture, management, and resale of

the Property or part thereof (but less any income derived by the City from the Property or part thereof in connection with such management); all insurance premiums, taxes, assessments, and water and sewer charges with respect to the Property or part thereof; any payments made or necessary to be made to discharge any Encumbrances existing on the Property or part thereof at the time of re-vesting of title thereto in the City or to discharge or prevent from attaching or being made any subsequent Encumbrances due to obligations, defaults, or acts of Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the City by Developer and its successor or transferee.

b. Second, to reimburse Developer, its successor or transferee, up to the amount equal to lesser of: (i) the Purchase Price paid by it for the Property (or allocable to the part thereof), plus the lesser of (A) the cash actually expended by it for labor and materials in performing the construction of the Improvements on the Property or (B) the value of the Improvements, measured by the increase (if any) in the fair market value of the Property attributable solely to the Improvements; or (ii) the fair market value of the Property as determined by the City's Assessor; and less any gains or income withdrawn or made by Developer, its successor or transferee, from this Agreement or the Property.

c. Any balance remaining after such reimbursements shall be retained by the City as its property.

16.09 Estate Conveyed. Notwithstanding anything contained in this Agreement to the contrary, the estate conveyed hereby shall be deemed to be a determinable fee during the Agreement Term, and upon the issuance of the Certificate of Completion the possibility of reverter retained by the City shall automatically expire as to that part of the Property described therein.

ARTICLE 17. COVENANTS TO RUN WITH LAND

Except as provided for in Article 13 hereunder, each and all of the covenants, restrictions, reservations, conditions, and provisions contained in this Agreement are made for the direct, mutual, and reciprocal benefit of the Property and the community, and during the Agreement Term will be construed and interpreted by the parties hereto as covenants running with the land. Pursuant hereto Developer, by accepting the Deed to the Property, accepts same subject to such covenants, restrictions, reservations, conditions, and provisions and agrees for itself, its successors and assigns to be bound by each of such covenants, restrictions, reservations, conditions and provisions. The City shall have the right to enforce such covenants, restrictions, reservations, conditions and provisions against Developer, its successors and assigns to or of the Property or any part thereof or any interest therein.

ARTICLE 18. RESTRICTION UPON SPECULATION AND ASSIGNMENT

18.01 No Speculation. Developer represents that its purchase of the Property and its other undertakings pursuant to this Agreement are for the purpose of development of the Property in accordance herewith and not for speculation.

18.02 Stock Transfers or Other Transfers of Ownership Interests. Prior to completion of the Improvements as certified by the City there shall be no transfer by any party owning ten percent (10%) or more of the shares or other ownership interests in Developer without the prior written approval of the City. There shall not be, without prior written approval of the City, any other similarly significant change in the

ownership of such stock or other interests or in the relative distribution thereof or with respect to the identity of the parties in control of Developer by other means, whether by increased capitalization, merger with or acquisition by another legal entity, or by amendment of organizational documents or issuance of additional or new ownership or membership interests, shares or classifications thereof, or otherwise. Notwithstanding anything contained in this Section 18.02 or elsewhere in this Agreement, the owners of interests in Developer shall be permitted to transfer such ownership interests to (i) other existing owners of such interests or (ii) member(s) of their immediate family, or (iii) trusts in connection with estate planning, or (iv) entities owned by any of the foregoing, provided that such a permitted transfer does not constitute or cause a significant change in the identity of parties in control of Developer.

18.03 Membership in Non-Profit Entity. If Developer is a non-profit entity, the limitations on transfers set forth in Section 18.02 shall not apply to changes of membership in Developer nor to changes in the identity of the parties in control of the non-profit entity occasioned by the routine election of members of its governing body or the filling of vacancies occurring from time-to-time on said governing body provided that Developer remains a non-profit entity.

18.04 Prior Approval of Assignment. Developer will not, prior to the issuance of the Certification of Completion, make any sale, assignment, conveyance or lease of any trust or power, or transfer in any other form with respect to this Agreement or the Property, without the prior written approval of the City. Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by Developer, and if the proposed transfer relates to a part of the Property, such obligations to the extent that they relate to such part. Any proposed transferee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of Developer under this Agreement and agree to be subject to all the conditions and restrictions to which Developer is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions and restrictions to the extent that they relate to such part). The consent of the City to an assignment or transfer in any one case shall not relieve Developer or the transferee of the obligation to obtain the consent of the City for any additional assignments or transfers.

18.05 Consideration for Assignment. Prior to the City's approval of any assignment pursuant to Section 18.04, Developer shall certify to the City that the consideration paid for the transfer of any of Developer's interest in this Agreement or the Property does not exceed an amount representing the actual cost (including carrying charges) incurred by Developer for the purchase of the Property and the construction of any Improvements on the Property (or allocable to the part or interest transferred); it being the intent of this Section to preclude assignment of this Agreement or transfer of the Property for profit prior to the issuance of the Certificate of Completion. In the event Developer transfers any such interest at a profit, said profit shall belong to and forthwith be paid to the City.

18.06 Limitation Upon Encumbrance of Property. Prior to the completion of the Improvements, as certified by the City, neither Developer nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other Encumbrance upon the Property, whether by express agreement or operation of law, or suffer any Encumbrance to be made on or attach to the Property, except for the purposes of obtaining funds only to the extent necessary to purchase the Property and make the Improvements. Developer (or successor in interest) shall notify the City in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter

into with respect to the Property or any part thereof and shall promptly notify the City of any Encumbrance that has been created on or attached to the Property, whether by voluntary act of Developer or otherwise.

18.07 Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement, including, but not limited to, those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including any other party who thereafter obtains title to the Property or such part from or through such holder or any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to construct or complete the Improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder; provided, that nothing in this Section or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Development Plan and this Agreement.

18.08 Copy of Notice of Default to Mortgagee. Whenever the City shall deliver any notice or demand to Developer with respect to any Default by Developer in its obligations or covenants under this Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement at the last address of such holder shown in the records of the City.

18.09 Mortgagee's Option to Cure Default. After any Default referred to in Article 15 hereof, each such holder shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such Default (or such Default to the extent that it relates to the part of the Property covered by its mortgage) and to add the cost thereof to the mortgage debt and the lien of its mortgage; provided, that if the Default is with respect to construction of the Improvements, nothing contained in this Section or any other Section of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Improvements (beyond emergency measures necessary to conserve or protect Improvements or construction already made) without first having expressly assumed the obligation to the City, by written agreement satisfactory to the City, to complete, in the manner provided in this Agreement, the Improvements on the Property or the part thereof to which the lien or title of such holder relates. Any such holder who shall properly complete the Improvements relating to the Property or applicable part thereof shall be entitled, upon written request made to the City, to a Certificate of Completion with respect thereto.

18.10 City's Option to Pay Mortgage Debt or Purchase Property. In any case where, subsequent to the Default by Developer (or successor in interest) under this Agreement, the holder of any mortgage on the Property or part thereof: (i) has, but does not exercise, the option to construct or complete the Improvements relating to the Property or part thereof covered by its mortgage or to which it has obtained title, and such failure continues for a period of sixty (60) days after the holder has been notified or informed of the Default; or (ii) undertakes construction or completion of the Improvements but does not complete such construction within the period as agreed upon between the City and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in this Agreement), and such Default shall not have been cured within sixty (60) days after written demand by the City so to do, then the City shall (and every mortgage instrument made prior to completion of the Improvements with respect to the Property by Developer or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the

mortgage and the debt secured thereby, or, in the event ownership of the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the City shall be entitled, at its option, to a conveyance to it of the Property or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of: (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings); (ii) all expenses with respect to the foreclosure; (iii) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property; (iv) the costs of any Improvements made by such holder; and (v) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

18.11 City's Option to Cure Mortgage Default. In the event of a default or breach during the Agreement Term by Developer, or any successor in interest, in or of any of its obligations under, and to the holder of, any mortgage or other instrument creating an Encumbrance upon the Property or part thereof, the City may at its option cure such default or breach, in which case the City shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law, or otherwise, to reimbursement from Developer or successor in interest of all costs and expenses incurred by the City in curing such default or breach and to a lien upon the Property (or the part thereof to which the mortgage or Encumbrance relates) for such reimbursement; provided, that any such lien shall be subject always to the lien of (including any lien contemplated because of advances yet to be made) any then existing mortgages on the Property authorized by this Agreement.

18.12 Mortgage and Holder. For the purposes of this Agreement, the term “**mortgage**” shall include a deed of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan. The term “**holder**” in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deed of trust, including, but not limited to, the Federal Housing Commission, the Administrator of Veterans Affairs, and any successor in office of either such official.

ARTICLE 19. INDEMNITY

19.01 Developer Indemnifications. Developer agrees to and shall indemnify and save harmless the City, its agents and employees against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including without limitation, fees and expenses of attorneys, whether inside or outside counsel, expert witnesses and other consultants) that may be imposed upon, incurred by or asserted against the City by reason of any of the following occurring during the term of this Agreement:

- a. any negligent or tortious act or omission of Developer or its Associates resulting in personal injury, bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use therefrom; or
- b. any failure by Developer or its Associates to perform their obligations either implied or expressed under this Agreement.

Developer also agrees to hold the City harmless from any and all injury to the person or damage to the property of, or any loss or expense incurred by, an employee of the City which arises out of or pursuant

to Developer's activities under this Agreement or any contract entered into by Developer in connection therewith unless such loss or injury is caused by the City's gross negligence or willful misconduct.

19.02 Defense of Claims. In the event any action or proceeding shall be brought against the City by reason of any claim covered hereunder, Developer, upon notice from the City, will at its sole cost and expense, resist and defend the same, using legal counsel reasonably acceptable to the City.

19.03 Safeguarding Property. Developer agrees that it is its responsibility and/or that of its Associates and not the responsibility of the City to safeguard the property and materials that Developer or its Associates use or have in their possession while performing under this Agreement. Further, Developer agrees to hold the City harmless for any loss of such property and materials used by any such persons pursuant to the performance of this Agreement or which is in their possession.

19.04 Non-Liability of the City. From and after the date of Closing, the City shall not be responsible or liable to Developer, and Developer hereby releases the City from liability, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying any part of the Property. From or after the date of Closing or the date Developer takes possession of the Property, whichever is earlier, Developer shall be solely responsible for all injuries to persons and property resulting from any accident, explosion, leak or other cause arising in or about the use of the Property and its appurtenances, as hereinbefore stated. The City shall not be responsible for any loss or damage resulting to Developer or its property or to any other person or persons on their property which may be caused by the bursting, stopping, or leaking of water, gas, sewer or steam pipes or from overflow or backing up of any sewer or water main, unless caused by the City's gross negligence or willful misconduct.

19.05 Hazardous Materials.

a. Representations and Warranties. Notwithstanding anything to the contrary which may be contained in this Agreement, Developer represents, warrants and covenants to the City as follows:

1. Developer shall not directly or indirectly use the Property for the purpose of storing Hazardous Materials, nor shall Developer directly or indirectly use the Property in a manner which will cause or increase the likelihood of causing the release of Hazardous Materials onto the Property, other than those Hazardous Materials which are necessary and commercially reasonable for the conduct of Developer's business operated on the Property and which Hazardous Materials have been at all times prior to the date hereof, and at all times hereafter shall be, handled and disposed of in compliance with all Relevant Environmental Laws (as defined in Subsection 19.05b1 below) and industry standards and in a commercially reasonable manner by Developer.

2. Developer is not aware of any claims or litigation, and has not received any communication from any person (including any governmental authority), concerning the presence or possible presence of Hazardous Materials at the Property or concerning any violation or alleged violation of the Relevant Environmental Laws respecting the Property, other than as disclosed to Developer by the City or as disclosed in or as a result of the tests, surveys and investigations performed under Section 7.01 above. Developer shall promptly notify the City of any such claims and shall furnish City with a copy of any such communications received by Developer. To the best of Developer's knowledge, there are no underground storage tanks located on the Property, other than as disclosed in or as a result of the tests, surveys and investigations performed under Section 7.01.

3. Developer shall notify the City promptly and in reasonable detail in the event that Developer becomes aware of or suspects the presence of Hazardous Materials or a violation of the Relevant Environmental Laws at the Property.

4. From and after the date of Closing, Developer shall ensure that the Property complies and continues to comply in all respects with the Relevant Environmental Laws.

5. If the Property is used or maintained so as to subject Developer, the City or the user(s) of the Property to a claim of violation of the Relevant Environmental Laws (unless contested in good faith by appropriate proceedings), Developer shall immediately cease or cause a cessation of those aspects of the use or operations causing the violation and shall remedy and cure in compliance with the Relevant Environmental Laws any conditions arising therefrom at its own cost and expense.

b. Definitions.

1. “**Relevant Environmental Laws,**” as referred to herein, shall mean all applicable federal, state, and local laws, rules, regulations, orders, judicial determinations, and decisions or determinations by any judicial, legislative or executive body of any governmental or quasi-governmental entity, whether in the past, the present or the future, with respect to:

(a) the installation, existence, or removal of, or exposure to, Asbestos on the Property.

(b) the existence on, discharge from, or removal from the Property of Hazardous Materials.

(c) the effects on the environment of the Property or of any activity now, previously, or hereafter conducted on the Property.

Relevant Environmental Laws shall include, but are not limited to, the following: (i) the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC Sections 9601, *et seq.*; the Superfund Amendments and Reauthorization Act, Public Law 99-499, 100 Stat. 1613; the Resource Conservation and Recovery Act, 42 USC Sections 6901, *et seq.*; the National Environmental Policy Act, 42 USC Section 4321; the Safe Drinking Water Act, 42 USC Sections 300F, *et seq.*; the Toxic Substances Control Act, 15 USC Section 2601; the Hazardous Materials Transportation Act, 49 USC Section 1801; the Federal Water Pollution Control Act, 33 USC Sections 1251, *et seq.*; the Clean Air Act, 42 USC Sections 7401, *et seq.*; and the regulations promulgated in connection therewith; (ii) Environmental Protection Agency regulations pertaining to Asbestos (including 40 CFR Part 61, Subpart M); Occupational Safety and Health Administration Regulations pertaining to Asbestos (including 29 CFR Sections 1910.1001 and 1926.58) as each may now or hereafter be amended; and (iii) any state and local laws and regulations pertaining to Hazardous Materials and/or Asbestos.

2. “**Asbestos,**” as referred to herein, shall have the meanings provided under the Relevant Environmental Laws and shall include, but not be limited to, asbestos fibers and friable asbestos as such terms are defined under the Relevant Environmental Laws.

3. “**Hazardous Materials,**” as referred to herein, shall mean any of the following as defined by the Relevant Environmental Laws: Asbestos; hazardous wastes; solid wastes; toxic or hazardous substances,

wastes, or contaminants (including, but not limited to, polychlorinated biphenyls (PCB's), paint containing lead, and urea formaldehyde foam insulation), and discharges of sewage or effluent.

c. Developer's Obligations. At its sole cost and expense, Developer shall:

1. Pay immediately when due the cost of compliance with the Relevant Environmental Laws resulting directly or indirectly out of Developer's use, possession, or development of the Property.
2. Keep the Property free of any lien imposed pursuant to the Relevant Environmental Laws resulting directly or indirectly out of Developer's use, possession, or development of the Property.

d. City's Options. If Developer fails to comply with the requirements of this Section after notice to Developer and the earlier of the expiration of any applicable cure period hereunder, the expiration of the cure period permitted under the Relevant Environmental Laws, if any, or such earlier time if the City determines that life, person or property is in jeopardy, the City may, but shall not be obligated to, exercise its right to: (i) declare that such failure constitutes an Event of Default under Article 15 herein; and/or (ii) take any and all actions, at Developer's expense, that the City deems necessary or desirable to cure said failure of compliance.

e. Release and Indemnity. The City shall give Developer the opportunity to inspect the Property and conduct such environmental assessments and testing as Developer has deemed appropriate. The City shall not be liable to Developer for, and Developer, for itself and its successors and assigns, hereby releases the City from, any and all liability for any violation or alleged violation of the Relevant Environmental Laws respecting the Property, whether such alleged violation occurred before or after Closing and the transfer of possession to Developer. The City shall not be liable for, and Developer shall immediately pay to the City when incurred and shall indemnify, defend and hold the City harmless from and against, all loss, cost, liability, damage and expense (including, but not limited to, attorneys' fees and costs incurred in the investigation, defense and settlement of claims) that the City may suffer or incur as a result of or in connection in any way with any violation of the Relevant Environmental Laws occurring after the Closing or the date of transfer of possession, whichever is earlier, any environmental assessment or study from time to time undertaken or requested by Developer or City, or breach of any covenant or undertaking by Developer in this Section; provided, however, Developer shall have no obligation to the City with respect to: (i) indemnified liabilities arising solely from the gross negligence or willful misconduct of the City; or (ii) conditions or Hazardous Materials existing at the earlier of the time of Closing or the date of transfer of possession. Developer shall bear the burden of proof regarding the date that any alleged violation of the Relevant Environmental Laws occurred or any condition existed.

f. Survival. The provisions of this Section shall survive the termination of this Agreement.

g. Breach. Breach of any of the representations, warranties and/or covenants contained in this Article shall be a default under this Agreement; provided, however, that no breach shall be deemed to have occurred so long as, upon becoming aware of a possible breach, Developer proceeds to reasonably investigate and remedy in compliance with the Relevant Environmental Laws the matter giving rise to the possible breach.

h. Assignment of Cause of Action. The City shall, upon request of Developer, convey, assign and transfer to Developer any claim or cause of action the City may have against others in connection with any liability against which Developer has fully indemnified the City (including payment) under this Agreement.

ARTICLE 20. ADMINISTRATION

20.01 Developer Personnel. Developer represents and warrants that all Developer personnel and agents and the personnel and agents of its Associates are fully qualified and authorized to perform the functions and duties assigned them under Federal, State and Local laws and governing professional association rules, if any, where such persons are employed.

20.02 Inspection by City. The City may in its sole discretion assign City employees to go on the Property to inspect the work performed by Developer or on Developer's behalf upon reasonable notice to Developer. Developer and any Associates shall cooperate fully with any City employee designated to conduct any on-site inspection or who is assigned to review relevant documents concerning the Project or construction of the Improvements.

20.03 Independent Contractor Relationship. The relationship of Developer to the City is and shall continue to be that of an independent contractor relationship, and no liability or benefits, such as worker's compensation, pension rights or liabilities, insurance rights or liabilities or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agent or employee with respect to the City as a result of the performance of this Agreement, unless expressly stated in this Agreement. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto; it being understood and agreed that none of the provisions contained herein, nor any acts of the parties herein, shall be deemed to create any such relationship between the parties.

20.04 Waiver. Developer shall not hold the City liable for any personal injury incurred by an employee, agent or consultant of itself, its Affiliates or its Associates which is not held in a court of competent jurisdiction to be directly attributable to the gross negligence of the City or any employee of the City acting within the scope of his or her employment. Developer hereby agrees to and shall hold the City harmless from any such claim by Developer, its employees, agents, or consultants and/or those of its Associates and Affiliates.

ARTICLE 21. COMPLIANCE WITH LAWS AND REGULATIONS

21.01 Compliance. Developer shall comply with, and shall require in all its contracts with Associates that Associates comply with, all applicable laws, ordinances or other regulations imposed by any properly constituted governmental authority, including without limitation Executive Order No. 22 and Executive Order No. 4. Developer shall require as part of any contracts issued pursuant to this Agreement that any Associate engaged by Developer shall comply with all such applicable laws, ordinances and regulations.

21.02 Intellectual Property. Developer represents and warrants that any products sold or processes used in the performance of this Agreement do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. In the event of any claim by any third party against the City, the City shall promptly notify Developer and Developer shall defend such claims in the

City's name, but at Developer's expense, using legal counsel reasonably acceptable to the City, and shall indemnify the City against any loss, costs, expense or liability arising out of such claim, whether or not such claim is successful.

21.03 Right To Examine Books. Nothing contained herein shall be construed or permitted to operate as any restriction upon the power granted to the City Council by the City Charter to audit all accounts chargeable against the City. Pursuant hereto the City shall have the right to examine and audit all books, records, documents, and other such supporting data of Developer with respect to the Project as the City may deem necessary.

ARTICLE 22. AMENDMENTS

22.01 Form. Any change, addition, deletion, extension or modification of this Agreement (including assignments) that is mutually agreed upon by and between the City and Developer shall be incorporated in a written amendment (herein called “**Amendment**”) to this Agreement. Such Amendment shall not invalidate this Agreement nor relieve or release Developer of any of its obligations under this Agreement unless stated therein. Notwithstanding the above, P&DD approval is required for material changes in the Construction Plans pursuant to Section 10.02 of this Agreement.

22.02 Binding Effect. No Amendment to this Agreement shall be effective and binding upon the parties unless it expressly makes reference to this Agreement, is in writing, is signed and acknowledged by duly authorized representatives of both parties. To be effective against the City, the Amendment must be authorized as set forth in Section 25.16 of this Agreement.

ARTICLE 23. FAIR EMPLOYMENT PRACTICES

23.01 Compliance. Developer shall comply with, and shall require in all its contracts with Associates that Associates comply with, all applicable laws, ordinances or other regulations imposed by any properly constituted governmental authority, including without limitation by virtue of this enumeration: (a) Americans with Disabilities Act (“ADA”) and Michigan Department of Transportation (“MDOT”) accessibility and construction requirements for sidewalks and curb cuts and ramps, and (b) City of Detroit Executive Order No. 2007-1 and Executive Order No. 2003-4. Developer shall require, as part of any contracts issued pursuant to this Agreement, that any Associate engaged by Developer shall comply with all such applicable laws, ordinances and regulations.

23.02 Non-Discrimination. Developer covenants that it shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of religion, race, color, creed, national origin, age, marital status, handicap, public benefit status, sex, or sexual orientation. This provision shall not apply if it is determined by the City Human Rights Department that such requirements are *bona fide* occupational qualifications reasonably necessary to performance of the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon Developer. Developer shall promptly furnish any information required by the City or its Human Rights Department pursuant to this Section 23.02.

23.03 Associate Notification. Developer further agrees that it shall notify any Associate of its obligations relative to non-discrimination under this Agreement when soliciting same and shall include the provisions of this Article 23 in any subcontract as well as provide the City a copy of any such subcontract upon request. Developer further agrees to take such action with respect to any such subcontract as the City may direct as a means of enforcing the provisions of this Article 23 and Article 21.

23.04 Breach. Breach of the terms and conditions of this Article shall be regarded as a material breach of this Agreement.

23.05 Remedies upon Breach. If Developer fails to comply with the preceding section and/or with any of the rules, regulations or orders as issued by the City’s Human Rights Department, the City, at its option, may:

- a. Cancel, terminate or suspend this Agreement in whole or in part.
- b. Recover from Developer an amount of \$100.00 per day, as liquidated damages and not as a penalty, for each day that Developer fails to comply with the preceding section as determined by the City’s Human Rights Department in accordance with its rules and regulations; said sum being fixed as negotiated and agreed upon by and between the City and Developer because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages that the City would sustain in the event of such a breach of contract, and agreed to be the amount of damages that the City would sustain.
- c. Utilize such other remedies as may be provided by law.

ARTICLE 24. NOTICES

24.01 Addresses. Except as otherwise specified herein, all notices, consents, approvals, requests and other communications (herein collectively called “**Notices**”) required or permitted under this Agreement shall be given in writing and personally delivered with receipt obtained, or mailed by registered or certified first-class mail, return receipt requested, addressed as follows:

If to the City: Director
Planning & Development Department
2300 Cadillac Tower
Detroit, Michigan 48226

With a copy to: Corporation Counsel
City of Detroit Law Department
2 Woodward Avenue, Ste. 500
Detroit, MI 48226

If to Developer: _____

24.02 Date of Notice. All notices shall be deemed given when hand-delivered or, if mailed, on the day of mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving notice thereof to the other as provided in Section 24.01. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

ARTICLE 25. MISCELLANEOUS

25.01 Standard of Performance. This Agreement shall be conscientiously performed by Developer in all particulars, and in accordance with the highest professional and legal standards, including, but not limited to, architectural and engineering standards and construction safety standards, municipal and federal fair employment practice standards, etc. Developer shall not perform any act directly or indirectly that would act to subvert or otherwise circumvent any of the terms and conditions contained herein. If there is any dispute between the parties with regard to the requirements of the Development Plan or the terms and conditions of this Agreement, the reasonable interpretation and determination of the City shall govern.

25.02 Conferences. Developer hereby agrees to meet at reasonable times with duly authorized City representatives, upon the City's request to discuss any aspect of this Agreement during the term of this Agreement.

25.03 Severability. If any one or more provisions of this Agreement or in any instrument or other document delivered pursuant to this Agreement or the application thereof to any person or circumstance shall to any extent be declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

25.04 Entire Agreement. This instrument, including the exhibits listed in Section 1.03 which are attached hereto and which are made a part of this Agreement, contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Developer acknowledges that 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 Developer by implication or otherwise unless expressly set forth herein.

25.05 Terminology. Unless the context otherwise expressly requires, the words “herein”, “hereof”, and “hereunder”, and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, or other subdivision.

25.06 Covenants and Conditions. All the terms and provisions of this Agreement shall be deemed and construed to be “covenants” and “conditions” as though the words specifically expressing or imparting covenants and conditions were used in each separate term and provision.

25.07 Captions. The headings of the Articles, 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.

25.08 Cumulative Remedies; Jurisdiction; Venue. The rights and remedies of the City set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity; provided, however, that if the City breaches any of its obligations under this Agreement, then, after reasonable notice and opportunity to cure, Developer shall have the right solely to seek injunctive relief, specific performance or other equitable remedies for the City's breach of this Agreement, and in no event shall Developer be entitled to monetary damages, except for the return of the Advance, as a result of the City's breach of this Agreement. All actions arising under this Agreement shall be governed by, subject to, and construed according to the laws of the State of Michigan. Developer 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. Developer agrees that service of process at the address and in the manner specified in Article 24 will be sufficient to put Developer on notice. Developer 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 the County of Wayne, State of Michigan. Developer agrees to obtain a similar covenant from any Associate with respect to any contracts issued in pursuance of this Agreement.

25.09 Affiliates. If any Affiliate of Developer shall take any action which, if done by Developer would constitute a breach of this Agreement, the same shall be deemed a breach by Developer, subject to the notice and cure provisions of this Agreement.

25.10 Force Majeure. In the event of enforced delay in the performance by either party of obligations under this Agreement due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other party, fires, floods, epidemics, or severe weather, the time for performance of such obligations shall be extended for the period of the enforced delays; provided that the party seeking the benefit of the provisions of this Section shall within thirty (30) days after the beginning of such enforced delay, have first notified the other party in writing of the causes thereof and requested an extension for the period of the enforced delay. In the event that there is any dispute as to what constitutes such *force majeure* event, the determination of the City shall be controlling.

25.11 Provisions Not Merged With Deed. No provision of this Agreement is intended to or shall be merged by reason of any Deed transferring title to the Property from the City to Developer or any successor in interest, and any such Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

25.12 Residential Construction. If the Improvements to be constructed by Developer involves residential construction, the following provisions shall apply:

- a. Developer agrees to comply with the regulations issued by the Secretary of Housing and Urban Development set forth in 37 CFR Parts 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards.
- b. Developer agrees that if the Property is situated in an area identified by HUD as subject to special flood hazards, and in which the sale of flood insurance has been authorized under the National Flood Insurance Act of 1968 (unless the Improvements to be constructed on the Property will be covered under an adequate State policy of self-insurance satisfactory to the Secretary of HUD), Developer and its successors and

assigns shall keep the Improvements now existing or hereafter erected on the Property insured, during their anticipated economic or useful life, under the national flood insurance program in an amount at least equal to the development cost of the Property (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of Property under the National Flood Insurance Act of 1968, whichever is less. Prior to conveyance of the Property to Developer by the City, Developer shall furnish the City a copy of a flood insurance policy specifying such coverage or a binding commitment to provide such a policy; provided, that if such coverage is not available to Developer at the time of conveyance, Developer shall furnish such evidence of insurance within fifteen (15) days of the date it becomes available.

25.13 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.

25.14 Singular and Plural, etc.. As used herein, the singular include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

25.15 Time of the Essence. Time is of the essence of this Agreement.

25.16 Authority of City. Notwithstanding anything in this Agreement or otherwise to the contrary, the City shall not be authorized or obligated to sell the Property to Developer until this Agreement has been fully executed by the duly authorized representative of the City pursuant to the resolution of the Detroit City Council as approved by the Mayor of the City of Detroit, and approved by the City of Detroit Law Department. Any amendments or modifications must likewise be duly authorized by resolution of the City Council as approved by the Mayor, and be approved by the Law Department.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signatures on following page

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

WITNESSES:

DEVELOPER

Print:

By:

Print:

Print:

Its:

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____, 20__ by
the _____ of _____, a _____,
on behalf of said _____.

Print:
Notary Public, Wayne County, Michigan
My commission expires:
Acting in the County of _____

WITNESSES:

CITY OF DETROIT,
a Michigan public body corporate

By: _____

Print:

Print: _____

Print:

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____, 20__ by _____,
the _____ of the City of Detroit, a Michigan public body corporate, on
behalf of the City.

Print:
Notary Public, Wayne County, Michigan
My commission expires:
Acting in the County of _____

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

Finance Director

Approved by City Council on _____

Approved by the Mayor on _____

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

Corporation Counsel

Drafted by and when recorded return to:

City of Detroit
Planning & Development Department
Real Estate Development Division
65 Cadillac Square, Suite 2000
Detroit, MI 48226

EXHIBIT A
LEGAL DESCRIPTION

Description CORRECT
ENGINEER OF SURVEYS
BY: _____ DATE:

Street Address[es]:

Property Tax Ward & Item numbers:

EXHIBIT B
SITE PLAN SUMMARY

EXHIBIT C

QUIT CLAIM DEED

Subject to the following paragraph, the City of Detroit, a Michigan public body corporate whose address is 2 Woodward Avenue, Detroit, MI 48226 (“Grantor”), quit claims to _____ (“Grantee”), whose address is _____, the premises located in the City of Detroit, Wayne County, Michigan, described as:

A/K/A _____ Ward: _____ Item(s):

(the “Property”), for the sum of _____ (\$ _____), subject to and reserving to the City of Detroit its rights under public easements and rights of way, easements of record, applicable zoning ordinances, development plans pursuant to Act 344 of 1945 as amended (if any), and restrictions of record.

This Deed is given subject to the terms, covenants and conditions of an Agreement to Purchase and Develop Land dated _____, 20__ entered into by the parties hereto and which is incorporated herein by reference and recorded on _____, 20__ in the Office of the Register of Deeds for the County of Wayne in Liber ____ on Pages ____ through ____ inclusive, none of the terms, covenants and conditions of which shall be deemed merged in this Deed. The covenants therein recited to be covenants running with the land are hereby declared to be covenants running with the land enforceable by the City as therein set forth. If the Property is rented for residential occupancy, the Property must be registered as a rental property pursuant to Ordinance 579-H (Detroit City Code § 26-5-42.5.)

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

This deed is dated as of _____.

WITNESSES:
corporate

CITY OF DETROIT, a Michigan public body

Print:
Print:

By:

Print:

Its:

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____, 20____, by
, the _____ of the City of Detroit, a Michigan public body corporate,
on behalf of the City.

Print:
Notary Public, Wayne County, Michigan
My commission expires:
Acting in the County of _____

Pursuant to § 18-5-4 of the Detroit City Code, I hereby certify that proper and fair consideration has been received by the City pursuant to this instrument. _____ Finance Director	Approved by City Council on _____ Approved by Mayor on _____
--	---

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



This Instrument drafted by:

When recorded, return to:

City of Detroit Law Department
2 Woodward Avenue, Suite 500
Detroit, MI 48226

Exempt from transfer taxes pursuant to MCL § 207.505(h)(i) and MCL § 207.526(h)(i).

EXHIBIT D

IRREVOCABLE POWER OF ATTORNEY

_____, a Michigan _____ (herein called the "Principal"), whose address is _____ does hereby nominate, constitute and appoint the Corporation Counsel for the City of Detroit as its true and lawful attorney-in-fact, with full power and authority hereby conferred to execute in its name and on its behalf one or more deeds (herein called the "Deeds") conveying the Property (as more particularly described in Exhibit A hereto) to the City of Detroit upon a default by the Principal in the terms and conditions of a certain Agreement to Purchase and Develop Land (herein called the "Agreement") entered into between the City of Detroit and the Principal on or about .

Upon such uncured default by the Principal as specified in the Agreement, and recording of a notice of default by the City, all rights and interest to and in the Property shall automatically vest back in the City and the City shall have the power upon the execution of this irrevocable Power of Attorney to execute on behalf of the Principal one or more Deeds conveying all rights, title and interest to and in the Property to the City.

Pursuant to the terms hereof, the Corporation Counsel shall have the power to bind the Principal thereby as fully and to the same extent as if such Deeds were signed by the duly authorized officers of the Principal, and all the acts of said attorney, pursuant to the authority herein given, are hereby ratified and confirmed. This Power of Attorney is coupled with an interest and is irrevocable by Principal, or its successors or assigns.

In witness whereof, Principal has caused this document to be signed by its duly authorized officer on .

WITNESSES:

"PRINCIPAL"

Print:

By: _____

Print: _____

Print:

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____, by
, the _____ of _____, a
, on behalf of said _____.

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

Drafted by and when recorded return to:

City of Detroit
Planning & Development Department
Real Estate Development Division
65 Cadillac Square, Suite 2000
Detroit, MI 48226

Schedule I

CERTIFICATE OF AUTHORITY FOR PARTNERSHIP

I, _____ General Partner of _____,
a _____ Partnership (the “**Partnership**”)

DO HEREBY CERTIFY that I am a General Partner in the Partnership formulated pursuant to a Partnership Agreement dated _____, and that the following is a true and correct excerpt from the minutes of the meeting of the General Partnership held on _____, and that the same is now in full force and effect:

“That each General Partner is authorized to execute and deliver, in the name and on behalf of the Partnership any agreement or other instrument or document in connection with any matter or transaction with the City of Detroit that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by a General Partner to be conclusive evidence of such approval.”

I FURTHER CERTIFY that the following persons are General Partners:

I FURTHER CERTIFY that any of the aforementioned General Partners of the Partnership are authorized to execute or guarantee and commit the assets of the Partnership to the conditions, obligations, stipulations and undertakings contained in the attached Agreement, and that all necessary approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 20__.

Print:
General Partner

Schedule I

CERTIFICATE OF AUTHORITY FOR CORPORATION

I, _____, Corporate Secretary of _____,
a _____ Corporation (the “**Corporation**”)

DO HEREBY CERTIFY that the following is a true and correct excerpt from [check appropriate box]

the minutes of a meeting of the Board of Directors of the Corporation duly called and held on

a consent in lieu of a meeting, with signed consents received from all of the Directors of the Corporation on

and that the same is now in full force and effect:

“RESOLVED, that the Chairman, the President, each Vice President, the Treasurer and the Secretary and each of them, are hereby authorized to execute and deliver, in the name and on behalf of the Corporation and under its corporate seal or otherwise, any agreement or other instrument or document in connection with any matter or transaction with the City of Detroit that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by any of such officers to be conclusive evidence of such approval.”

I FURTHER CERTIFY that

_____ is Chairman of the Board,

_____ is President,

_____ is Vice President,

_____ is Vice President,

_____ is Treasurer, and

_____ is Secretary.

I FURTHER CERTIFY that any of the aforementioned officers of the Corporation are authorized to execute or guarantee and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in the attached Agreement, and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 20__.

Print:

Corporate Secretary

Schedule I

CERTIFICATE OF AUTHORITY FOR LIMITED LIABILITY COMPANY

I, _____, Manager of _____,
a _____ limited liability company (the “**Company**”)

DO HEREBY CERTIFY that the following is a true and correct excerpt from [check appropriate box]

- the minutes of a meeting of the Members of the Company duly called and held on
- a consent in lieu of a meeting, with signed consents received from all of the Members of the Company on or before the date hereof.

and that the same is now in full force and effect:

“RESOLVED, that any Manager of the Company, is hereby authorized to execute and deliver, in the name and on behalf of the Company, any agreement or other instrument or document in connection with any matter or transaction with the City of Detroit that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by any of such Managers to be conclusive evidence of such approval.”

I FURTHER CERTIFY that the following persons are Managers:

I FURTHER CERTIFY that any of the aforementioned Managers of the Company are authorized to execute or guarantee and commit the Company to the conditions, obligations, stipulations and undertakings contained in the attached Agreement, and that all necessary approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 20__.

Print:
Manager



Holcomb School RFP

Attachment G
Proposal Summary Sheet

**Holcomb School Adaptive Reuse Request for Proposals
Proposal Summary Sheet**



Respondent Information			
Developer Name			
Firm Location			
Primary Contact			
Contact Phone		Contact Email	
Other Members of Development Team and Role			

Development Program			
Description of Proposed Use			
Number of Residential Units		Number of Affordable Units ≤ 80% AMI	
Non-Residential Use		Non-Residential SF	

Financial Information						
Total Development Cost						
Bid Price			Avg. Hard Cost per SF			
Market Rent per SF			Affordable Rent per SF			
Anticipated Sources	Source			Amount		%
	Source			Amount		%
	Source			Amount		%
	Source			Amount		%
	Source			Amount		%



Holcomb School RFP

Attachment H
Local Hiring Executive Orders



CITY OF DETROIT
MAYOR'S OFFICE

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 1126
DETROIT, MICHIGAN 48226
PHONE 313•224•3400
FAX 313•224•4128
WWW.DETROITMI.GOV

EXECUTIVE ORDER NO. 2014-4

**TO: ALL BOARDS, COMMISSIONS, DEPARTMENT DIRECTORS,
CITY COUNCIL MEMBERS AND THE CITY CLERK**

FROM: MICHAEL E. DUGGAN, MAYOR

**SUBJECT: UTILIZATION OF DETROIT RESIDENTS ON PUBLICLY-
FUNDED CONSTRUCTION PROJECTS**

DATE: AUGUST 22, 2014

WHEREAS, it is the policy of this Administration to encourage and maximize the utilization of Detroit Residents on publicly-funded construction projects. An important component of the economic revitalization of Detroit is the employment of Detroit residents,

WHEREAS, this Executive Order directs City departments and agencies to implement specific residency requirements on all construction projects funded, in whole or in part, by the City, and applies to those funded by state or federal funds to the extent permitted by law.

WHEREAS, all City of Detroit project construction contracts shall provide that at least **fifty-one percent (51%)** of the workforce must be bona-fide Detroit residents. In addition, Detroit residents shall perform **fifty-one (51%)** of the hours worked on the project. Workforce and project hours shall include work performed by Detroit residents in the various job categories: officials and managers, supervisors and forepersons, professionals, technicians, sales workers, office and clerical, skilled trades, craft workers, operators, laborers, service workers, apprentices, and on-the-job training positions.

WHEREAS, failure to meet the Detroit resident workforce requirement, including project hours, will result in the following monthly financial penalties:

FINANCIAL PENALTIES

Detroit Resident Hours

45% - 50%
40% - 44%
30% - 39%
0% - 29%

Monthly Recruitment Fee

3%
7%
10%
15%

WHEREAS, developers, general contractors, prime contractors and sub-contractors are required to pass the requirements of this Executive Order down to all lower-tier contractors. However, it is the sole responsibility of the entity contracting with the City of Detroit to require all of their contractors to comply with the City of Detroit requirement to utilize fifty-one percent (51%) of Detroit residents on construction projects. In reaching the Detroit residency requirements, local union halls may be utilized. Additionally, Detroit Employment Solutions may be utilized to recruit and hire Detroit residents, where Detroit residents are unavailable through local unions. **Failure to meet the requirements of this Executive Order will constitute a breach of contract and may result in immediate termination of the contract.**

WHEREAS, at the option of the City of Detroit, any developer, general contractor, prime contractor, sub contractor, or lower-tier contractor that is deficient in the utilization of Detroit residents may be barred from doing business with the City of Detroit for one (1) year. In addition, the City of Detroit reserves the right to re-bid the contract, in whole or in part, and /or hire its own workforce to complete the work.

WHEREAS, all construction contracts, construction contract amendments, change orders and extensions shall include the terms of this Executive Order. The Human Rights Department shall have the responsibility for preparing administrative guidelines, monitoring and enforcing the provisions of this Executive Order.

Pursuant to the powers vested in me by the 1963 Michigan Constitution and by the 2012 Detroit City Charter, I, Michael E. Duggan, Mayor of the City of Detroit, issue this Executive Order. This Executive Order is effective upon its execution and filing with the City Clerk and supersedes Executive Order No. 22 issued by Mayor Coleman A. Young on August 29, 1983, and reissued by Mayor Kwame M. Kilpatrick on November 1, 2007.



Michael E. Duggan
Mayor, City of Detroit



CITY OF DETROIT
MAYOR'S OFFICE

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 1126
DETROIT, MICHIGAN 48226
PHONE 313•224•3400
FAX 313•224•4128
WWW.DETROITMI.GOV

EXECUTIVE ORDER NO. 2014-5

**TO: ALL BOARDS, COMMISSIONS, DEPARTMENT DIRECTORS,
CITY COUNCIL MEMBERS AND THE CITY CLERK**

FROM: MICHAEL E. DUGGAN, MAYOR

**SUBJECT: UTILIZATION OF DETROIT HEADQUARTERED BUSINESSES
AND DETROIT BASED BUSINESSES FOR CITY OF DETROIT
CONTRACTS**

DATE: AUGUST 22, 2014

WHEREAS, it is the policy of this Administration to encourage and increase the utilization of Detroit Headquartered Businesses and Detroit-Based Businesses. An important component of the economic revitalization of Detroit is the utilization of Detroit Headquartered Businesses and Detroit-Based Businesses in the City of Detroit's contracting. The City government is a major purchaser of goods and services. A substantial percentage of the City of Detroit's budget will be used to purchase goods and services to meet the needs of Detroit and its citizens.

WHEREAS, this Executive Order directs City departments and agencies to implement specific purchasing goals for the utilization of Detroit Headquartered Businesses and Detroit-Based Businesses. The goal of this Administration is to award **thirty percent (30%)** of the total dollar value of City contracts to Detroit Headquartered Businesses and Detroit-Based Businesses. The ability of individual departments to achieve this goal may vary as a function of the types of goods and services required and the availability of Detroit Headquartered Businesses and Detroit-Based Businesses to perform any given contract. However, all departments shall make their best efforts to meet this goal. All city departments and agencies are directed to review their contracting practices and procedures for the implementation of this Executive Order.

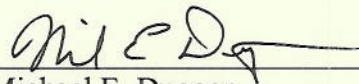
WHEREAS, the purchasing ordinance, Detroit City Code Section 18-5-2, provides equalization factors to be applied to the bids of Detroit Headquartered Businesses and Detroit-Based Businesses. All city departments and agencies shall encourage such businesses to participate in the bidding for their contracts.

WHEREAS, the purchasing ordinance, Detroit City Code Section 18-5-33, provides that professional services contracts are to be open to competition utilization requests for proposals, requests for qualifications, or requests for quotations. It provides that a firm's status as a Detroit-Based Business, Joint Venture, or Mentor Venture shall be one of the evaluation criteria used to select professional service contractors. All city departments and agencies shall encourage such businesses to participate in the bidding for their professional services contracts.

WHEREAS, one of the goals of this Executive Order is to encourage more Detroit-Based Businesses to locate their headquarters in Detroit. That will be an important part of the economic revitalization of Detroit.

WHEREAS, for the purposes of this Executive Order "Headquarters" and "Detroit Based" shall have the definition assigned to them in Section 18-5-1 of the 1984 Detroit City Code.

Pursuant to the powers vested in me by the 1963 Michigan Constitution and by the 2012 Detroit City Charter, I, Michael E. Duggan, Mayor of the City of Detroit, issue this Executive Order. This Executive Order is effective upon its execution and filing with the City Clerk and supersedes Executive Order No. 4 issued by Dennis Archer on October 28, 1994, and reissued by Mayor Kwame M. Kilpatrick on November 1, 2003.



Michael E. Duggan
Mayor, City of Detroit