

City of Detroit
OFFICE OF THE CITY CLERK

Jackie L. Currie
City Clerk

Vernon C. Allen
Deputy City Clerk

DEPARTMENTAL REFERENCE COMMUNICATION

December 1, 2004

To: The Department or Commission Listed Below

From: Jackie L. Currie
Detroit City Clerk

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

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

/PUBLIC WORKS - CITY ENGINEERING DIVISION/

3259 Plunkett & Cooney/Fifth Third Bank, for conversion of alley into easement at 3927 Eight Mile Road, 20528 Sheffield, and 20537 Gardendale.

Handwritten signature

Carto 27 C LVM 61

December 8, 2004

3259

VIA HAND DELIVERY

City of Detroit
Attn.: City Clerk
200 Coleman A. Young Municipal Center
Two Woodward Avenue
Detroit, MI 48226

Re: Fifth Third Bank/Petition for Conversion of Alley to Easement/
Properties at 3927 Eight Mile, 20528 Sheffield and adjacent to 20537 Gardendale

Dear Sir/Madam:

Please be advised that the undersigned and our Firm represent Fifth Third Bank, who has recently assembled three parcels of property, which front Eight Mile Road near Livernois for the purpose of constructing a new branch bank. Within the area contemplated for the new branch bank development are an entire east-west alley between Gardendale and Sheffield Streets and a much shorter length of public alley running north-south, which intersects the other alley. I have enclosed a portion of a survey conducted on behalf of Fifth Third Bank and highlighted (in yellow) the alleys, which we wish to have converted.

US 57 TO 030 (

In order to commence the process for conversion of the alleys, I have enclosed the following documents:

1. Petition for Conversion. Original Petition for Conversion of Alley to Easement dated December 6, 2004 sponsored and executed by Fifth Third Bank;
2. Evidence of Ownership. Fifth Third Bank's ownership interest in the property. Copies are enclosed of the three Purchase Agreements. These Agreements are as follows:
 - a. Real Estate Purchase Agreement by and between Raad and Reem Shaba and Fifth Third Bank dated June 29, 2004 (Lots 102, 103, 104, 105, and 106, Woodlawn Subdivision, a/k/a 3927 W. Eight Mile Road);

City of Detroit
Attn.: City Clerk
December 8, 2004
Page 2

- b. Real Estate Purchase Agreement by and between Wilma Wynn and Fifth Third Bank dated June 23, 2004 (Lot 101 and the northern five feet of Lot 100, Woodlawn Subdivision, a/k/a 20528 Sheffield Road); and
 - c. Real Estate Purchase Agreement by and between Big Beaver Limited Partnership, LLC and Fifth Third Bank dated June 23, 2004 (Lots 107, 108, 109 and 110 and the northern five feet of Lot 111, Woodlawn Subdivision, a/k/a vacant lots at Eight Mile Road and Gardendale) adjacent to 20537 Gardendale.
3. Survey. According to the portion of the enclosed partial Survey, the aforementioned Lots and partial Lots comprise 100% of the properties, which abut the alleys included in the Petition.
4. Site Plan. I have also enclosed for your review a redacted copy of the Site Plan (SP-1) and have also highlighted the location of the current public alley, which Fifth Third Bank requested be turned into an easement. Please note that there are no structures or buildings, which are to be constructed by Fifth Third Bank over the current public alleyways.

Please be advised that the Detroit Zoning Board of Appeals held a hearing on November 30, 2004 upon the request of Fifth Third Bank for variances related to its construction of a branch bank and drive-up teller facilities. The Zoning Board of Appeals approved Fifth Third's request. The information related to the Zoning Board of Appeals request is as follows:

Case No : 138-04
Applicant: Fifth Third Bank
Location: 3927 West Eight Mile Road;
20528 Sheffield; and
20537 Gardendale

City of Detroit
Attn.: City Clerk
December 8, 2004
Page 3

Please feel free to contact me at any time regarding this request. Please also be advised that Bob George is the authorized contact person for Fifth Third Bank with your Department or any other City Department in connection the Petition. Mr. George's contact information is as follows:

Bob George
(586) 405-6866 cell
(586) 465-4636

Please advise as to any additional documents or information you may need.

Very truly yours,

PLUNKETT & COONEY, P.C.



Dennis G. Cowan
Direct Dial: (248) 901-4029

DGC/cmw
Enclosures
cc: Jeffrey Wagner
Bimfield.15728.40519.607877-1

PETITION FOR CONVERSION OF ALLEY TO EASEMENT
 Detroit, MI

Date December 6 2004

TO THE HONORABLE CITY COUNCIL:

Gentlemen: We, the undersigned owners of the property abutting the alley:

- A) 18 foot wide public alley between Gardendale and Sheffield; and
 - B) 18 foot wide public alley between abutting Lot 110 and Lot 101,
- Location of Alley Woodlawn Subdivision


do respectfully petition your Honorable Body to vacate said alley and convert same into a public easement.

Further, the undersigned representing not less than two-thirds (66-2/3%) ownership of property abutting said alley hereby agree that all existing utilities in said alley are to remain in their present location, and that if at any time in the future a request is made to remove or relocate any existing poles or other utilities in the easement, the property owners making such request and upon whose property the pole or other utilities are located will pay all costs incurred in such removal or relocation unless such charges are waived by the utility owners.

We do further agree that no buildings or structures of any nature whatsoever (except necessary line fences) shall be built upon the easement or any part thereof, so that said easement shall be forever accessible for maintenance of utilities.

Fifth Third Bank
 1000 Town Center, Suite 1600
 Mail Drop JTWN3D

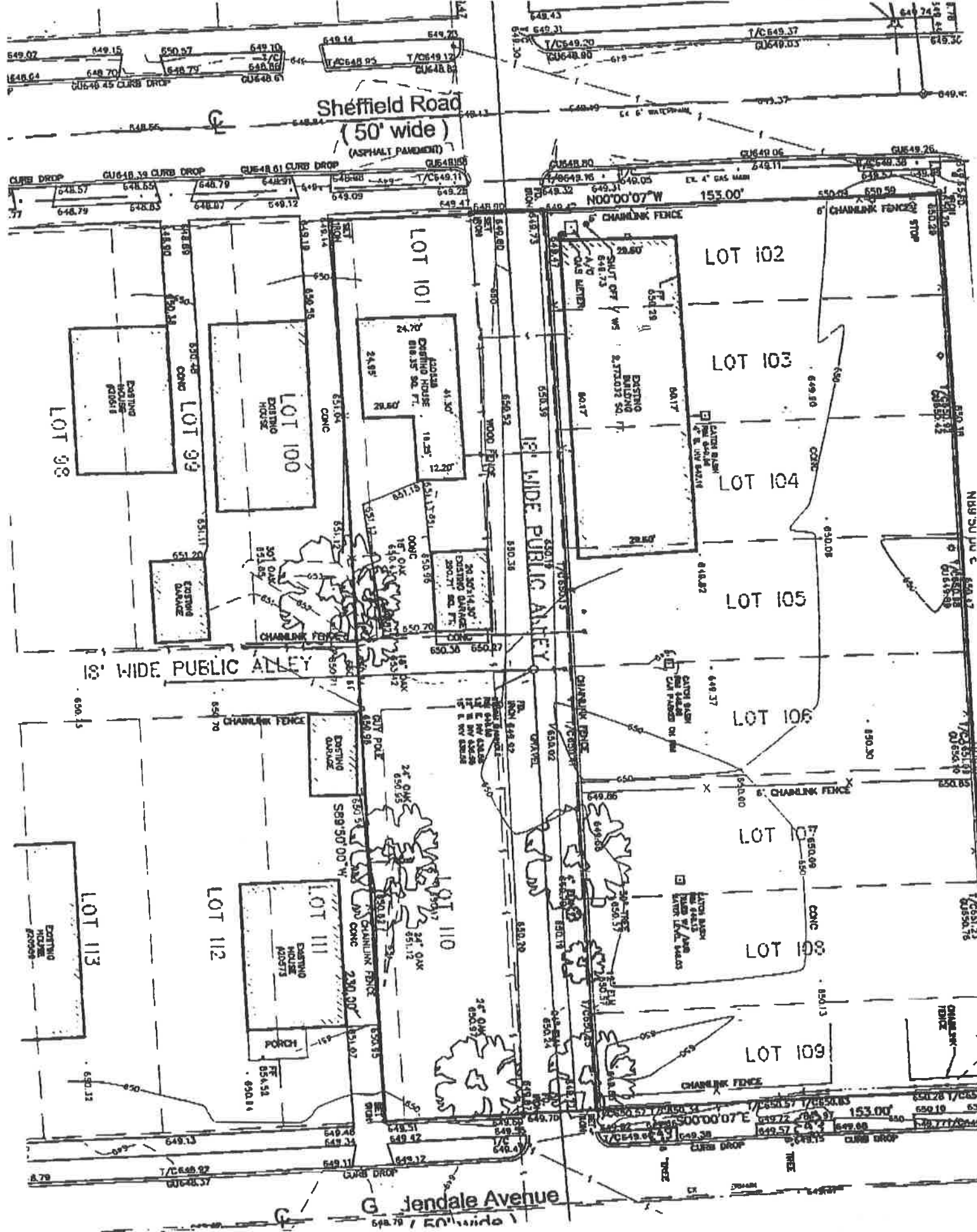
SPONSORING PETITIONER Jeffrey R. Wagner Southfield, MI 48075 (248)603-
 (Name) (Address) (Phone No.) 0726

Lot No.	Signature of Deed Holder	Signature of Wife or Other Co-Owner	Address	Date
Lots 101 to 110, Woodlawn Subdivision; and north 5 feet of Lot 100; and north 5 feet of Lot 111				12/6/04
	FIFTH THIRD BANK			
By:			Fifth Third Bank 1000 Town Center Suite 1600	
Its:	Jeffrey R. Wagner Vice President		Mail Drop JTWN3D Southfield, MI 48075 ATTN: Jeffrey R. Wagner	

Attorney for Petitioner: Dennis G. Cowan Phone No.: (248)901-4029
Plunkett & Cooney, P.C.

Contact Person for
Petitioner: Bob George Phone Nos.: (586)405-6866 cel
(586)465-4636

(Over)

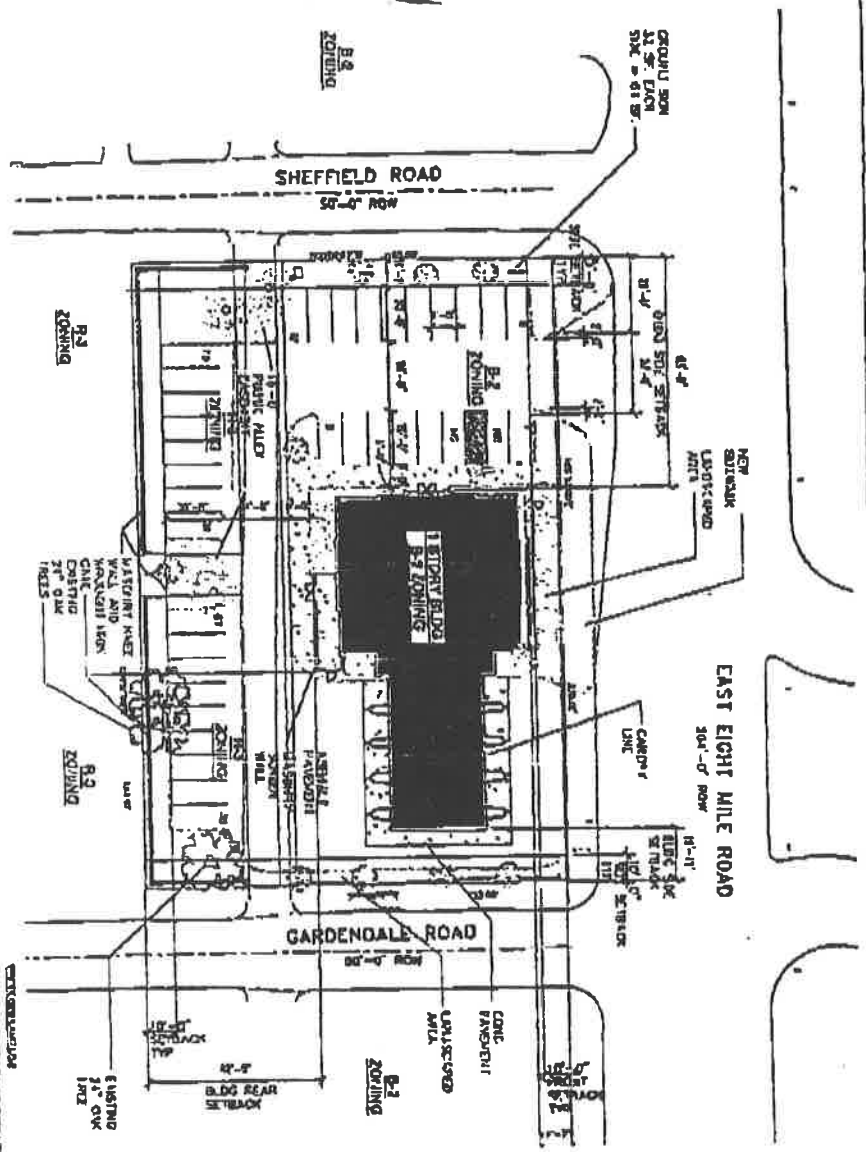




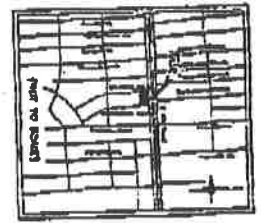
OFFICE OF THE CITY CLERK
CITY OF DETROIT, MICHIGAN

Fifth Third Bank
DETROIT NORTH BRANCH
10000 Woodward Ave., Detroit, MI 48202

FILE NO.	SP-1
DATE	11/11/11
BY	SP-1
REVISIONS	



SITE REGULATORY PLAN
SCALE: 1" = 20'



LOCATION MAP
SCALE: 1" = 100'

NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS NOTED OTHERWISE.
5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE CURB UNLESS NOTED OTHERWISE.
6. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE SIDEWALK UNLESS NOTED OTHERWISE.
7. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVE UNLESS NOTED OTHERWISE.
8. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ALLEY UNLESS NOTED OTHERWISE.
9. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT UNLESS NOTED OTHERWISE.
10. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE BLOCK UNLESS NOTED OTHERWISE.

GENERAL NOTES:
1. THE CITY ENGINEER HAS REVIEWED THIS PLAN AND HAS ISSUED THIS PERMIT.
2. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAN AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED.
3. THE CITY ENGINEER IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT.
4. THE CITY ENGINEER IS NOT RESPONSIBLE FOR THE OBTAINING OF NECESSARY PERMITS FROM OTHER AGENCIES.
5. THE CITY ENGINEER IS NOT RESPONSIBLE FOR THE OBTAINING OF NECESSARY PERMITS FROM THE STATE OF MICHIGAN.
6. THE CITY ENGINEER IS NOT RESPONSIBLE FOR THE OBTAINING OF NECESSARY PERMITS FROM THE FEDERAL GOVERNMENT.
7. THE CITY ENGINEER IS NOT RESPONSIBLE FOR THE OBTAINING OF NECESSARY PERMITS FROM ANY OTHER AGENCY.
8. THE CITY ENGINEER IS NOT RESPONSIBLE FOR THE OBTAINING OF NECESSARY PERMITS FROM ANY OTHER AGENCY.
9. THE CITY ENGINEER IS NOT RESPONSIBLE FOR THE OBTAINING OF NECESSARY PERMITS FROM ANY OTHER AGENCY.
10. THE CITY ENGINEER IS NOT RESPONSIBLE FOR THE OBTAINING OF NECESSARY PERMITS FROM ANY OTHER AGENCY.

PERMITS:
1. CITY OF DETROIT PERMIT NO. 111111
2. CITY OF DETROIT PERMIT NO. 111111
3. CITY OF DETROIT PERMIT NO. 111111
4. CITY OF DETROIT PERMIT NO. 111111
5. CITY OF DETROIT PERMIT NO. 111111
6. CITY OF DETROIT PERMIT NO. 111111
7. CITY OF DETROIT PERMIT NO. 111111
8. CITY OF DETROIT PERMIT NO. 111111
9. CITY OF DETROIT PERMIT NO. 111111
10. CITY OF DETROIT PERMIT NO. 111111

APPROVALS:
CITY ENGINEER: [Signature]
CITY CLERK: [Signature]
PROJECT ENGINEER: [Signature]
DATE: 11/11/11

SP-1

CM-488895

REAL ESTATE PURCHASE AGREEMENT

JUNE 23, 2004

This Real Estate Purchase Agreement ("Agreement") is made and entered into as of ~~May~~ *June 23, 2004* (the "Effective Date") by and between Wilma Wynn, a single woman, whose address is 20528 Sheffield Road, Detroit, MI 48221 (the "Seller"); and FIFTH THIRD BANK, a Michigan banking corporation (the "Buyer") for the purchase of real estate described herein under the terms and conditions as hereinafter set forth.

WITNESSETH:

WHEREAS, Seller is the owner of certain real estate together with all improvements located thereon and all rights and appurtenances thereunto as more particularly described on the legal description attached hereto as Exhibit "A" and further defined in Section 1 below, and made a part hereof (hereinafter the "Premises" or the "Property"); and

WHEREAS, Seller wishes to sell and Buyer desires to purchase the Premises on the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. PREMISES: The Premises located at 20528 Sheffield Road, Detroit, MI 48221. A complete legal description of the Property is attached hereto as Exhibit A.

2. PURCHASE PRICE: Buyer shall pay the sum of [REDACTED] and 00/100 Dollars (\$ [REDACTED] (the "Purchase Price"). Buyer hereby submits to Seller a deposit in the amount of [REDACTED] and 00/100 (\$ [REDACTED] Dollars (the "Earnest Money Deposit") to be held in escrow by the Title Company (as defined below), which shall be applied to the Purchase Price or otherwise disbursed pursuant to the provisions of this Agreement. Buyer, Seller and the Title Company shall execute a mutually acceptable escrow agreement regarding disposition of the Earnest Money Deposit.

3. TITLE: The title of the Premises shall be a good, marketable and recordable title in fee simple, without defect and free and clear of all liens, encumbrances, easements, tenancies, rights, covenants, restrictions, reservations, conditions, charges, agreements, and other exceptions to title except

- (a) the lien of real property taxes which are not delinquent at Closing; and
- (b) utility easements, rights-of-way and restrictions of record acceptable to Buyer in Buyer's sole discretion.

4. **TITLE INSURANCE:** Seller shall deliver to Buyer within thirty (30) days after the execution hereof a commitment for title insurance (the "Commitment") with standard exceptions in the amount of the Purchase Price dated no earlier than the date hereof regarding the Premises from METROPOLITAN TITLE CO. or another reputable title insurance company acceptable to Buyer. If the transaction proceeds to a closing, Seller shall at the closing pay for and cause to be issued an owner's policy of title insurance in the full amount of the Purchase Price pursuant to the title insurance commitment insuring Buyer's fee simple owner's interest in the Premises. Buyer may, at its sole cost and expense, obtain a policy without standard exceptions and obtain any endorsements it deems necessary. Seller agrees to execute any documents reasonably requested by the Title Company if the title policy is to be without standard exceptions.

5. **SURVEY.** Buyer shall obtain, at Buyer's sole cost and expense, a staked survey and topographical survey of the Premises (the "Survey") within thirty (30) days from and after the execution hereof. Such survey shall be prepared in accordance with the ALTA/ACSM minimum survey standards and contain the certification and other matters required by such standards with Table A Optional Items 1 through 6; 8 through 11; 15 and 17 [significant observation]. If the legal description on the Survey is different than that contained in the Commitment, the Seller shall, at Closing, deliver a quit claim deed for the property contained on the Survey that varies from the Commitment. Buyer agrees to provide Seller with a copy of the Survey if the parties do not close.

6. **DEED:** At Closing, Seller shall convey the Premises to Buyer by a good sufficient general warranty deed in recordable form conveying good, marketable and insurable title in fee simple, free and clear of all liens, encumbrances and other exceptions to title except those exceptions that are expressly permitted under the provisions of Section 3 hereof. Seller shall pay for all transfer taxes. All easements and other rights benefiting the Premises shall be assigned to Buyer by appropriately recording any other instruments required by the title company to issue the policy of title insurance.

7. **TAXES AND ASSESSMENTS:** Seller shall pay all taxes and special assessments which are a lien upon the Premises through the date of Closing including penalties and interest. Current taxes shall be prorated and adjusted as of Closing (as defined below) on the due date basis of the fiscal years of the applicable taxing authorities. Seller warrants and represents that no improvements have been installed, the cost of which is to be assessed in whole or in part against any part of the Premises in the future. Seller has no knowledge of any future improvements to be made, the cost of which is proposed to be assessed against the Premises.

8. **CONDEMNATION:** If prior to Closing, any authority having the right of eminent domain shall commence negotiations with Seller, or commence legal action for temporary or permanent taking or acquiring of all or any part of the Premises, Seller shall immediately give notice to Buyer and Buyer shall have the right to terminate this Agreement or proceed to close in which event the Purchase Price (i) shall be reduced by the amount of condemnation award; or (ii) shall remain unchanged and the Buyer shall receive such award in the event that such amounts are paid prior to Closing.

9. CONTINGENCIES: The satisfaction or written waiver by Buyer of the following shall be a condition preceding any obligation or duty of Buyer under this Agreement:

(a) Buyer shall have thirty (30) days after receipt of both the title commitment and the survey, to notify Seller of any exception in the title commitment or any matter disclosed in survey, which makes the Premises unsuitable for Buyer's purposes ("Title Objections"). Seller thereupon shall have thirty (30) days within which to cause such Title Objections to be removed from the title commitment or cause the matters reflected on the survey to be removed, as the case may be ("Cure"). In the event that Seller is unable or unwilling to effect such Cure, then Buyer, at its option, may elect to (i) terminate this Agreement, whereupon the parties hereto shall have no further obligations hereunder, or (ii) waive such Title Objections and to proceed to Closing, as set forth herein. All exceptions approved by Buyer, or Title Objections subsequently waived in writing, shall hereinafter be deemed to be "Permitted Exceptions." If the Buyer does not object within the thirty (30) day period referenced herein, this contingency will be deemed waived.

(b) Buyer shall have One Hundred and Twenty (120) days from and after the Effective Date (as defined in this Section 9) to conduct such tests, studies, inspections and other examinations (collectively "Examinations") as it may elect in its sole judgment, to determine the suitability of the Premises for Buyer's purposes. If the Examinations disclose matters which make the Premises unsuitable for Buyer's purposes in Buyer's sole discretion, then Buyer may terminate this Agreement by giving written notice within such One Hundred and Twenty (120) day period to Seller, in which event the parties hereto shall have no further obligations hereunder. If the Buyer does not timely terminate this Agreement based upon this condition, this condition will be deemed waived.

(c) Buyer shall have One Hundred and Twenty (120) days from and after the Effective Date to confirm to Buyer's satisfaction that the Premises do not violate current zoning or building ordinances and that such ordinances and any applicable restrictions and covenants do not impose unreasonable limitations on the Premises for Buyer's intended uses. Buyer shall, within said One Hundred and Twenty (120) days, submit in writing if any aforesaid conditions are not satisfied. If the Buyer does not timely terminate this Agreement based upon this condition, this condition will be deemed waived.

(d) Buyer's obligation to close is conditioned upon Buyer obtaining, within One Hundred and Twenty (120) days from and after the Effective Date, acceptable ingress and egress to the Premises on terms and conditions acceptable to Buyer in Buyer's sole discretion. Buyer shall, within said One Hundred and Twenty (120) days notify Seller in writing if such condition is not satisfied. If the Buyer does not timely terminate this Agreement based upon this condition, this condition will be deemed waived.

(e) Buyer's obligation to close is conditioned upon Buyer obtaining, within One Hundred and Twenty (120) days from and after the Effective Date, assurance that in Buyer's sole discretion pursuant to Section 15 below, utilities shall be

available to the Premises, in accordance with all local zoning and governing authority regulations, and the requirements of the local utility company. Buyer shall, within said One Hundred and Twenty (120) days notify Seller in writing if such condition is not satisfied. If the Buyer does not timely terminate this Agreement based upon this condition, this condition will be deemed waived.

(f) Buyer's obligation to close is conditioned upon securing approval from the appropriate parties and/or governmental agencies, within One Hundred and Twenty (120) days from and after the Effective Date, for acceptable building, site and ATM signage. Buyer shall, within said One Hundred and Twenty (120) days notify Seller in writing if such condition is not satisfied. If the Buyer does not timely terminate this Agreement based upon this condition, this condition will be deemed waived.

(g) Buyer's obligation to close is conditioned upon Buyer obtaining approval, within One Hundred and Twenty (120) days from and after the Effective Date, from the appropriate Federal and State Banking Regulatory Agencies to open a retail banking center on the Premises. Buyer shall, within said One Hundred and Twenty (120) days notify Seller if such condition is not satisfied. If the Buyer does not timely terminate this Agreement based upon this condition, this condition will be deemed waived.

(h) Buyer's obligation to close is conditioned upon Buyer obtaining the signature of a member of its Executive Committee or an authorized representative within one hundred and twenty (120) days from and after the Effective Date. If no such signature is obtained this Agreement shall be null and void without any further action by Buyer.

(i) Buyer's obligation to close hereunder is conditioned upon Seller or Buyer (as the case may be) obtaining within one hundred fifty (150) days from the execution hereof one of the following from the city of Detroit, both of which are consistent with Buyer's proposed use for the Premises, which is a retail banking center: (i) a zoning variance for the Premises by the city of Detroit to permit additional parking spaces or (ii) approval by the City of Detroit for construction of a one-story building on the Premises. Buyer and Seller will use their best efforts and will fully cooperate with one another to achieve this zoning change. If the afore-mentioned zoning change cannot be obtained, Buyer shall have the right to terminate this Agreement.

(j) Buyer's obligation to close is conditioned upon securing approval from the appropriate parties and/or governmental agencies, within one hundred twenty (120) days from and after the Effective Date, for Buyer's site plan for the Premises. Buyer shall, within said one hundred twenty (120) days notify Seller in writing if such condition is not satisfied. If the Buyer does not timely terminate this Agreement based upon this condition, this condition will be deemed waived.

(k) Buyer's obligation to close is conditioned upon Buyer closing pursuant to the terms of purchase agreements with both Raad Shaba and Reem Shaba, his wife (the "Shaba Purchase Agreement") and Big Beaver Limited Partnership (the "Big Beaver Purchase Agreement"). In the event the Buyer does not, for any reason or

no reason whatsoever, close pursuant to the Shaba Purchase Agreement and the Big Beaver Purchase Agreement within One Hundred Fifty (150) days after the Effective Date, this Agreement shall, without the further action of either party, terminate and neither party shall have any claim against the other.

As used in this Agreement, "Effective Date" is defined as being the day after this Agreement, the Shaba Purchase Agreement and the Big Beaver Purchase Agreement have each been executed; provided, however, in the event the Shaba Purchase Agreement and the Big Beaver Purchase Agreement have not been executed within 45 days from the date of this Agreement, this Agreement shall terminate and neither party shall have any claim against the other. Buyer agrees to confirm to Seller, in writing, the Effective Date.

If Buyer timely and properly terminates this Agreement pursuant to any provision of this Section 9, Buyer shall receive a full and prompt refund of the Earnest Money Deposit from the Title Company.

10. ENVIRONMENTAL ISSUES.

(a) Definitions. As used within this Section 10, the term Property shall include the Premises as defined in Section 1 and all surface waters, ground-water, strata, soils, sewers, foundations, buildings, piping, fill and other structures, improvements and materials on, in, or under such Premises.

The terms Hazardous Substance, Release and Transportation shall have the same meanings and definitions as set forth in the Comprehensive Environmental Response Compensation and Liability Act as amended, 42 U.S.C. § 6901, et seq., and regulations promulgated thereunder (collectively "CERCLA") and any corresponding state or local law or regulation, provided, however that as used herein the term Hazardous Substance shall also include: (a) any Pollutant or Contaminant as those terms are defined by CERCLA; (b) any Solid Waste or Hazardous Constituent as those terms are defined by, or as otherwise identified by, the Resource Conservation and Recovery Act as Amended, 42 U.S.C. § 6901, et seq., or regulations promulgated thereunder (collectively "RCRA") and any other applicable state or local law or regulation; (c) crude oil, petroleum, and fractions or distillates thereof; (d) any other material, substance or chemical defined, characterized or regulated as toxic or hazardous under any applicable law, regulation, ordinance, directive or ruling; and (e) any infectious waste or medical waste as defined by any applicable federal or state laws or regulations.

The terms Treatment and Disposal shall have the same meanings and definitions as set forth in RCRA.

(b) Representations and Warranties. Seller represents and warrants that the following are true as of the time of the execution of this Agreement and shall be true as of the Closing:

To the best of Seller's knowledge, there are no Hazardous Substances in, on or migrating from or onto the Property.

To the best of Seller's knowledge, there has been no Release, Treatment, Disposal, or Transportation of Hazardous Substances on, in or from the Property.

The Seller has at all times operated its business on and maintained the Property in full compliance with all applicable laws, regulations, and ordinances, including but not limited to those pertaining to the protection of human health, welfare and the environment and Seller has not utilized, stored, accumulated or generated Hazardous Substances on the Property except as permitted, allowed or authorized by such laws, regulations and ordinances.

To the best of Seller's knowledge, there are no and have been no underground storage tanks (including without limitation, tanks such as those used to contain heating oil that may be exempt from regulation under RCRA or corresponding state laws or regulations) located on the Property.

To the best of Seller's knowledge, there are no wetlands, within the meaning of or as defined by the Clean Water Act 33 U.S.C. § 404 and regulations promulgated thereunder and any other applicable federal, state or local law or regulations, on the Property.

There have been no, nor is there now any pending, threatened, on-going or unresolved administrative or enforcement actions, investigations, compliance orders, claims, demands, actions or other litigation, based on environmental laws and regulations or otherwise related to the presence of Hazardous Substances in, on or transported from the Property or other environmental condition of the Property brought by governmental authorities or other persons or entities.

(c) Conditions Precedent. Notwithstanding anything to the contrary in this Agreement, as a condition precedent to Buyer's obligation to purchase the Property, all of the following conditions must, in Buyer's sole discretion, be satisfied or expressly waived in writing by Buyer on or before one hundred and twenty (120) days after the date of acceptance of this Agreement:

(i) The performance by the consultant(s) of Buyer's choosing of an investigation of the environmental condition of the Property. Such investigation may include, but need not be limited to: obtaining information on Seller's past environmental practices; the installation and use of soil borings, groundwater monitoring wells or other techniques for obtaining samples of soils, groundwater, or surface water; performance of laboratory analysis for the detection of Hazardous Substances; and such other investigatory measures, including without limitation geotechnical testing, as Buyer or its consultant(s) see fit (the "Environmental Assessment").

(ii) Buyer's receipt of a written final report of the Environmental Assessment which report Buyer finds in its sole discretion to be satisfactory.

(iii) Should the investigation and/or report show contamination and the cost to remove such contamination and remediate the Premises shall not exceed \$5,000 (the "Threshold Amount") and if Buyer elects not to terminate this Agreement as set forth herein, then Seller will remove the contamination in a manner and with results satisfactory to Buyer in Buyer's sole judgment at Seller's own expense and Seller will pay the cost of any investigations and reports. If Seller's removal of the contamination is not satisfactory to Buyer in Buyer's sole judgment, Buyer may terminate this Agreement. If the cost to remove such contamination and remediate the Premises exceeds the Threshold Amount, this Agreement shall terminate and the Earnest Money Deposit shall be returned to Buyer.

(iv) In the event any or all of the conditions set forth above are not satisfied, Buyer may terminate this Agreement by giving Seller notice of the failure of any such conditions within one hundred twenty (1200) days after the date of acceptance of this Agreement and Buyer shall not be liable for any claim in law or equity arising from said termination. In the event Seller takes remedial steps to remove contamination from the Property, Buyer shall have an additional one hundred (100) days after such remediation is complete to notify Seller whether Buyer will terminate the Agreement.

(d) Seller's Covenants and Agreements. In order to facilitate the Environmental Assessment, Seller hereby grants to Buyer and Buyer's consultant(s), agents and employees, (a) reasonable access to the Property to perform inspections, tests and sampling; (b) reasonable access to the records and reports possessed by Seller or Seller's agents which are relevant to the subject matter of the Environmental Assessment; and (c) identification of and access to all current or past employees of Seller that have knowledge of matters relevant to the subject matter of the Environmental Assessment, to the extent the foregoing (a), (b) and (c) are reasonably deemed necessary or desirable by Buyer or its consultant(s). Any access to the Premises pursuant to (a) of this Section (d) shall only be upon three (3) days prior written notice to the Seller.

It is acknowledged by Seller that except as set forth in Section 10(e) below, the results of the Environmental Assessment are to be used solely by the Buyer in evaluating the Property. Further Seller acknowledges that the Environmental Assessment cannot accurately describe or characterize all aspects of the environmental condition of the Property, including but not limited to subsurface conditions, and further that the rights of Buyer under this Agreement or otherwise shall in no way be prejudiced or otherwise affected by the failure of the Environmental Assessment to detect or completely and accurately characterize the form, concentration, quantity, location or distribution of any Hazardous Substance, or other environmental condition on the Property.

(e) Indemnity. Seller hereby agrees to indemnify, hold harmless and defend Buyer, and Buyer's successors, assigns, and mortgagees from, for and against all claims, costs (including without limitation, costs of the investigation, removal, remediation or other clean-up of any Hazardous Substances ever on the Property, and reasonable fees of attorneys and other professionals and experts retained by Buyer), demands, orders, lawsuits, losses, liabilities, damages, fines, penalties and expenses (collectively referred to hereinafter as "Losses") arising from or related

to (a) any breach by Seller of the representations and warranties contained in Section 10 herein; and (b) any Hazardous Substance which was released, generated, utilized, accumulated, stored, or otherwise present on, in, or Transported from, the Property prior to the Closing and such Release was caused by the Seller.

Upon Seller's receipt of a claim by Buyer invoking the provisions of Section 10(e) above, Indemnity (hereinafter "Buyer's Claim"), Seller shall promptly: (a) provide Buyer with a competent legal defense, or otherwise properly settle or compromise all matters which are the subject of Buyer's Claim; (b) implement removal or remedial actions which are in compliance with all applicable environmental laws and regulations and which achieve a degree of clean-up consistent with the then current National Oil and Hazardous Substances Pollution Contingency Plan, 40 CFR Part 300 or such successor regulations as may exist; (c) completely compensate Buyer for all Losses it has or may sustain in connection with Buyer's Claim; and (d) take such other actions as are necessary to satisfy Buyer's Claim, provided however that Seller's actions (a), (b), (c) and (d) above (collectively hereinafter "Defenses"), including, but not limited to, selection of removal or remedial measures and selection of attorneys, consultants, engineers and other representatives, shall be subject to the prior approval of Buyer.

In the event Seller fails to promptly respond to Buyer's Claim as set forth above, Buyer shall have the right to directly undertake such Defenses as it deems, in its sole discretion, to be appropriate without relieving Seller of any of its responsibilities or liabilities under this Agreement or otherwise.

(f) Survival. The foregoing representations, warranties and indemnity of Seller shall survive the closing and Seller's obligations hereunder shall continue without any limitation as to time.

If Buyer timely and properly terminates this Agreement pursuant to any provision of this Section 10, Buyer shall receive a full and prompt refund of the Earnest Money Deposit.

11. REPRESENTATION AND WARRANTIES: Seller represents and warrants to Buyer as follows:

(a) Seller is the owner of the Premises and has the full right, title, power and authority to enter into this Agreement and to consummate the sale of the Premises;

(b) There is no litigation or other proceeding is pending or to Seller's knowledge threatened with respect to the Premises of this transaction;

(c) The person executing this Agreement has been fully authorized and empowered to bind Seller;

(d) To the best knowledge of Seller, the Premises does not violate the provisions of any currently applicable law, code, ordinance, regulation, order, decree or other governmental requirement;

(e) To the best knowledge of Seller, there is no oral or written lease agreement or contract in any way affecting or related to the Premises, which could affect the Premises other than as disclosed as a Permitted Exceptions or on the survey;

(f) To the best knowledge of Seller, the Premises are free from any environmental problems and hazardous waste, pollutants and contaminants and toxic substances;

(g) To the best knowledge of Seller, there is no environmental contamination or violation with respect to the Premises. There are no actions, lawsuits or proceedings of any kind, or zoning violations, pending or threatened against the Seller which would in any way prevent or hinder the sale and transfer of the Premises contemplated herein or hinder or prevent Buyer's ability to use the Premises as previously used by the Seller. There is no other violation of any law or regulation affecting the Premises or Buyer's intended use thereof; and

(h) To the best knowledge of Seller, no portion of the Premises heretofore has been used as a site for the dumping of hazardous waste or other toxic materials, and Seller has conducted such tests, studies and questionnaires as are necessary in order to determine that all laws, governmental standards and regulations applicable to the Premises in respect to occupational health and safety, hazardous waste and substances and environmental matters have been and currently are being complied with.

12. CLOSING: Closing shall take place within thirty (30) days after all conditions precedent referenced in Section 9 have either been waived or satisfied by Buyer. Notwithstanding anything contained herein to the contrary, the obligations of the Buyer hereunder are expressly conditioned upon Buyer Closing on the Shaba Purchase Agreement and the Big Beaver Purchase Agreement simultaneously with the Closing hereunder. The Closing shall occur at the Title Company.

13. OCCUPANCY OF PREMISES AFTER CLOSING. Buyer hereby grants Seller the right to occupy the Premises for a period not to exceed sixty (60) days (the "Tenancy Period") after Closing. Such occupancy shall be at Seller's cost and expense. During the Tenancy Period, Seller shall, at its sole cost and expense, maintain a comprehensive general liability policy with policy limits of at least \$2,000,000. Such policy shall name Buyer as an additional insured and shall be issued by an insurance company reasonably acceptable to Buyer.

In the event the Seller fails to vacate the Premises within sixty (60) days after Closing, Seller agrees to indemnify, defend and hold Buyer harmless for any injury, loss or damage sustained by Buyer as a result of Seller's breach of this Section 13, including court costs and actual attorneys' fees.

Buyer and Seller agree, at Closing, to execute a lease (the "lease") memorializing the terms of this Section 13. The form of lease will be prepared by Buyer's counsel.

JUL 5 2004 10:26AM COLLIERS INTERNAT

NO. 5481 P. 11

14. **RISK OF LOSS:** It shall be Seller's responsibility and loss if the Premises or any portion thereof are damaged by casualty, force majeure or other cause. In such case either the Purchase Price shall be reduced by the amount of the damage and Buyer has the option to proceed in accordance with the terms and conditions of this Agreement, or Buyer shall have the option to terminate this Agreement by providing written notice to Seller within thirty (30) days of such occurrence.

15. **UTILITIES:** There shall be available to the Premises, to the Buyer's satisfaction, in accordance with all local zoning and governing authority regulations, and the requirements of the local utility company, utilities of sufficient capacity to serve the improvements contemplated by Buyer with respect to (i) water with flow and pressure sufficient for the domestic supply requirements and for fire protection, (ii) gravity sanitary sewer and storm sewer, connected to a public main, and (iii) natural gas service, electric power and telephone service sufficient for Buyer's building operations and per local governmental regulations. Buyer shall be entitled to connect to such utilities subject only to the usual tap-in connection fees and usage charges imposed by governmental authorities. Seller shall pay all expenses for and including all construction and repair to run all said utility lines to a location at the Premises acceptable for tap-in or connection. In the event any of Seller's obligations hereunder are not completed on or before five (5) business days prior to closing, a sum of money equal to one and one-half the amount of the cost to fulfill such obligations shall be held in escrow on terms and conditions satisfactory to Buyer in Buyer's sole discretion.

16. **DEFAULT:** If Seller fails to perform in accordance with the terms of this Agreement or if any representation or warranty made by Seller herein shall be untrue upon execution hereof or at the date of Closing, then Buyer may rescind this Agreement and obtain a return of the Earnest Money Deposit, or Buyer shall be entitled to all rights and remedies available at law and equity including the right to specific performance and/or the right to recover damages from Seller. If Buyer fails to perform its obligations hereunder then Seller may terminate this Agreement and retain the Earnest Money Deposit as liquidated damages and as its sole and exclusive remedy.

17. **BROKERAGE COMMISSIONS:** Each Party represents to the other than it has not contacted, contracted with or entered into any Agreement with any real estate broker or agent in connection with the sale of the Premises, other than Thomas D Lasky and Jeffrey Ambrose of Colliers International, whose 6 % commission shall be paid by Buyer, and that it has not taken any action which might result in any other real estate brokers, finders or other commissions ("Other Commissions") being due or payable in connection with this transaction. Both parties agree that they shall indemnify and save harmless the other from and against all costs, claims, expenses, or damages including reasonable attorney's fees resulting from or related to any Other Commissions alleged to be due as a result of their respective actions.

18. **EXCLUSIVITY:** The Seller represents and warrants that with respect to all adjoining property owned and controlled by Seller, if any, that Seller will not allow or permit another financial institution (including but not limited to banks, savings and loans, trust companies and ATM's, stock brokerages, mortgage loan origination companies/brokerages), to acquire or locate on any said adjoining property owned or controlled by Seller for a period of fifteen (15) years from and after the date of Closing.

JUL 8 2004 10:27AM COLLIERS INTERNAT

NO. 5481 P. 12

Seller agrees to execute all necessary documents to provide that this restriction places an encumbrance upon and runs with Seller's land.

19. SURVIVAL WARRANTY: All representation warranties and covenants by Seller have been relied upon as material inducements for entering into this Agreement by Buyer and shall survive the Closing.

20. NOTICES: Any notice under this Agreement shall be in writing and shall be deemed to be duly given upon receipt or deposit in the United States Mail, return receipt requested with postage prepaid addressed to the party to which notice is to be given at the address set forth below or at another address hereafter designated by notice:

BUYER:

Fifth Third Bank
Fifth Third Center
Cincinnati, Ohio 45263
Attn: Senior V.P., Corporate Facilities

Fifth Third Bank
1000 Towne Center
Southfield, MI 48075
Attn: President

SELLER:

Wilma Wynn
20528 Sheffield Road
Detroit, MI 48221

With a copy to:

Jeff Smith
Real Estate Manager
Fifth Third Bank
38 Fountain Square Plaza
MD 10 ATA1
Cincinnati, Ohio 45263

With a copy to:

Scott K. Lites
Plunkett & Cooney, P.C.
38505 Woodward, Ste. 2000
Bloomfield Hills, MI 48304

With a copy to:

Ramy J. Sesi
Sesi & Sesi, Inc.
30800 Telegraph Road, Ste. 2930
Bingham Farms, MI 48025

21. MISCELLANEOUS:

JUL 8. 2004 10:27AM

COLLIERS INTERNAT

NO. 5431 P. 14

(a) This Agreement shall inure to the benefit of and bind the parties hereto and their successors, heirs, and assigns.

(b) This Agreement shall constitute the entire Agreement between the parties.

(c) This Agreement shall be governed by the laws of the State of Michigan.

(d) Seller shall execute additional documentation as may be reasonably required to effectuate this Agreement.

(e) This Agreement may be amended or supplemented only by a written instrument signed by both parties hereto.

(f) This Agreement may be executed in any number of identical counterparts each of which shall be considered an original but together shall constitute but one and the same Agreement.

(g) The captions or paragraph headings are for the convenience and ease of reference only and shall not be construed to limit or alter the terms of this Agreement.

22. ACCEPTANCE: This Agreement is considered an offer by Buyer to Seller. This offer shall expire at 5:00 p.m., EDT on the 17th day of May, 2004, unless one copy of this Agreement fully executed by Seller shall have been mailed or personally delivered to Buyer.

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

Witnesses:

Bradley M. Numa

[Signature]

BUYER: FIFTH THIRD BANK

By: *[Signature]*
Jeffrey R. Wagner
Its: Vice President

SELLER

Wilma Wynn
Wilma Wynn, individually

JUL. 8. 2004 10:27AM

COLLIERS INTERNAT

NO. 5481 P. 13

EXHIBIT A

The Premises

8infield.15728.40519.533216-1

**EXHIBIT A
LEGAL DESCRIPTION**

Commitment No.: CM-488895

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

Lot 101 and the North 5 feet of Lot 100 of WOODLAWN SUBDIVISION, according to the plat thereof recorded in Liber 29 of Plats, page 54 of Wayne County Records.

Tax Item No.: 5965, Ward 2

November 9, 2006

Honorable City Council:

RE: Petition No. 3259 – “Plunkett and Cooney/Fifth Third Bank” for conversion of the alley into easement at 3927 W. Eight Mile Road.

Petition No. 3259 of “Plunkett and Cooney/Fifth Third Bank” request for the conversion of the East – West public alley, 18 feet wide, and a portion of the North – South public alley, 18 feet wide, all in the block bounded by West Eight Mile Road, 204 feet wide, Norfolk Avenue, 50 feet wide, Sheffield Avenue, 50 feet wide, and Gardendale Avenue, 50 feet wide into a private easement for utilities.

The petition was referred to the City Engineering Division – DPW for investigation (utility review) and report. This is our report.

Plunkett& Cooney whose address is 38505 Woodward, Suite 2000, Bloomfield Hills, Michigan 48304, on behalf of Fifth Third Bank and in conjunction with the Greenacres Woodward Civic Association (Neighborhood Community Group) have went door to door three times to obtain signature from property owners to consent to dead ending the north – south public alley to Lots 101 and 110 (a.k.a. 20528 Sheffield and Gardendale Avenues). Plunkett& Cooney and Greenacres Woodward Civic Association was not able to obtain signatures from 20414 Sheffield, 20444 Sheffield, 20516 Sheffield, and 20441 Gardendale, 20445 Gardendale, 20491 Gardendale for their consent to dead end the north – south public alley. Plunkett& Cooney have also sent certified letters to the outstanding property owners to secure their signatures, and the certified letters returned after three attempts from the Postal Office with the notations of unclaimed or vacant. These certified letters (originals) are on file in the office of the City Engineering Division – DPW. Eighty-Three percent (30 out of 36 owners) have consented to the dead-ending of the public alley (on file in the office of City Engineering – DPW). The ten property owners mostly affect by the dead ending of the public alley have consent to the dead ending of the north – south public alley as long as the remaining portion of the north – south public alley stay open (as the petition request/ resolution before your Honorable Body stands) to provide access to their garage. The Neighborhood Community Group - Greenacres Woodward Civic Association have held public hearings with the community to address any concerns of the dead ending of the north – south public alley. The Neighborhood Community Group and residents have welcomed the new development of the bank to the area.

All City departments and privately owned utility companies have reported no objections to the conversion of public rights-of-way into a private easement for public utilities. Provisions protecting utility installations are part of the resolution.

This resolution is attached for your Honorable Body for consideration.

Respectfully submitted,



Nadim Haidar, Acting Head Engineer
City Engineering Division – DPW

NRP/

Cc: Cathy Square, Director – DPW
Mayor's Office – City Council Liaison

SECOND PETITION FOR ALLEY TO REMAIN OPEN
 Detroit, MI

Date Aug 21st, 2006
Sept 11th

TO THE HONORABLE CITY COUNCIL:

WHEREAS, the undersigned are owners of the property abutting the 18' wide north - south alley east of Sheffield Road, west of Gardendale Avenue, and north of Norfolk Street.

WHEREAS, We agree that the City Council should vacate the 18' wide east - west alley between Sheffield Road and Gardendale Avenue, and convert same into a public easement.

WHEREAS, Fifth Third Bank agrees that an access gate should be located on the north end of said 18' wide north - south alley abutting its south property line (also known as Lots 101 and 110).

WHEREAS, We understand that said 18' wide north - south alley will become a dead end alley at the north end of the alley dead ending at the Fifth Third Bank property on Eight Mile Road (also known as Lots 101 and 110).

THEREFORE, We respectfully petition your Honorable Body to keep the 18' wide north - south alley east of Sheffield Road, west of Gardendale Avenue, and north of Norfolk Street said alley open, except the alley will dead end at the Fifth Third Bank property on Eight Mile Road.

SPONSORING PETITIONER:

Lot No.	Signature of Deed Holder	Signature of Wife or Other Co-Owner	(Name)	(Address)	(Phone Number)	Date
	<i>Elaine Martin</i>			20522 Sheffield		8-22-06
	<i>Greg Mays</i>	<i>Kathy Mays</i>		20570 Sheffield		8-22-06
	<i>D. J. Johnson</i>	<i>George Johnson</i>		20486 Sheffield		
	<i>Bernard Weston</i>	<i>Bernard Weston</i>		20480 Sheffield		8-22-06
	<i>Marlene Brown</i>			20477 Sheffield		8-22-06
	<i>Cathy Wells</i>	<i>Cathy Wells</i>		20436 Sheffield		8/22/06
	<i>Walt R</i>	<i>F. Sma</i>		20424 Sheffield		11
	<i>Tracey Smith</i>			20408 Sheffield		11
	<i>Malene Smith</i>			20408 Sheffield		11
	<i>Briece Barr</i>			20481 Gardendale		8-23-06
	<i>Ann Marie</i>	N/A		20457 Gardendale		8-23-06
	<i>John K. Ch</i>	tenant		20417 Gardendale		8-23-06
	<i>Alex Bausky</i>	Tenant		20417 Gardendale		8-23-06
	<i>Rob Rossell</i>	Owner		20417 Gardendale		8-23-06
	<i>*HEATHMAN</i>	<i>CHERLINE CHEATHAM</i>		20402 Gardendale		8-23-06

D

Lot No.	Signature of Deed Holder	Signature of Wife or Other Co-Owner	Address	Date
	<i>[Signature]</i>		20425 GARDENDALE	8/30
	<i>Patricia DiJor</i>		20433 Gardendale	8-30-06
	<i>Shep. Williams</i>		20499 GARDENDALE	9/6/06
	<i>Dan Waynes</i>		20509 Gardendale	9/7/06
	<i>[Signature]</i>		20523 Gardendale	9/7/06
	<i>[Signature]</i>		20471 Gardendale	9/11/06

S