TRUE COPY CERTIFICATE

STATE OF MICHIGAN SS

CITY CLERK'S OFFICE, DETROIT

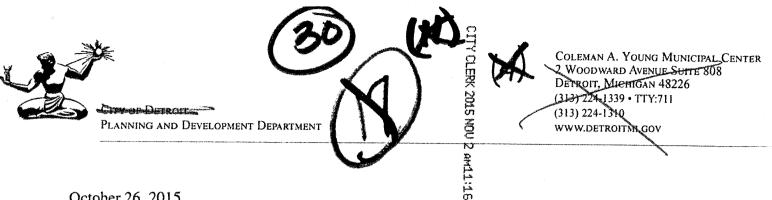
I, JANICE M. WINFREY		_, City Clerk of the City of Detroit, in said State, do hereby certify
that the annexed paper is a TRUE COPY OF	RESOLUTION	
adopted (passed) by the City Council at session of	NOVEMBER 24,	20_15
and approved by Mayor	NOVEMBER 30,	20 <u>15</u>

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

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

Detroit, this	11th	day of	DECEMBER	A.D. 20 15

~ (l CITY C



October 26, 2015

HONORABLE CITY COUNCIL

Lease of City-Owned Properties within the Recovery Park Project Area RE: Approval of the Sale of Real Property Granted Through an Option to Purchase

The Planning and Development Department ("P&DD") is hereby requesting the authorization of your Honorable Body to lease certain City-owned properties ("Properties") within the Recovery Park Project Area ("Project Area") to RecoveryPark, a Michigan nonprofit corporation, for a period of five (5) years.¹ A copy of the lease agreement ("Lease") is submitted with the attached City Council resolution. The Detroit Land Bank Authority ("DLBA"), who is also a party to the Lease, is leasing their properties within the Project Area ("DLBA Properties") to RecoveryPark as well. Exhibit A of the Lease contains a list of the Properties and DLBA Properties, and Exhibit B depicts the Project Area. The Project Area is between I-94 to the North, Chene Street to the East, St. Aubin Street to the West, and Forest Ave. to the South. Rent shall be paid to the City yearly based on an amount equal to the average cash rent paid per acre in the applicable geographic area or district based on the type of land use as determined in October of every year by the Michigan State University Department of Agricultural, Food and Resource Economics.

RecoveryPark is a non-profit corporation whose mission is to create jobs for people with barriers to employment and to help revitalize Detroit's blighted neighborhoods by repurposing vacant land through urban agriculture to grow and sell produce to both distributors and retailers. RecoveryPark plans to utilize the Properties and DLBA Properties to erect hoop house and greenhouse structures to facilitate their agricultural operations.

RecoveryPark plans to eventually purchase the Properties and DLBA Properties within the Project Area through its for-profit subsidiary, RecoveryPark Farms, Inc. ("RPF"), pursuant to an option to purchase granted by the City and defined in Section 22 of the Lease. To these ends, P&DD hereby requests approval of the City Council to sell the Properties to RPF (the "Sale") upon the satisfaction of certain conditions of the Lease by RecoveryPark. Additionally, the DLBA requests approval of the City Council to convey the DLBA Properties, which are listed in Exhibit A of the Lease, to the RPF ("DLBA Sale") upon the satisfaction of certain conditions of the Lease by RecoveryPark.

We respectfully request your approval of the Lease, Sale and DLBA Sale by approving the attached resolutions with Waivers of Reconsideration.

Respectfully submitted, Maurice Cox, Director

Planning and Development Department

Carrie Lewand-Monroe **Detroit Land Bank Authority**

ENTERED	. Sabree (Mayor's Office), NOV 0.5 2015 Bb	B. Jackson (Finance – OCP)
ENTERED	NOV 1 2 2015 PSP	I WERK-MAS (2. A)

RESOLUTION

BY COUNCIL MEMBER:

WHEREAS, RecoveryPark, a Michigan nonprofit corporation whose mission is to create jobs for people with barriers to employment and to help revitalize Detroit's blighted neighborhoods by repurposing vacant land through urban agriculture, has proposed to lease from the Planning and Development Department ("P&DD") certain City of Detroit properties within the Recovery Park Project Area ("Properties") and to lease from the Detroit Land Bank Authority ("DLBA") certain DLBA properties ("DLBA Properties") to grow and sell produce to both distributors and retailers; and

WHEREAS, in furtherance of P&DD's duty under § 14-8-2 of the Detroit City Code to promote the rental or lease of all surplus real property not immediately salable, P&DD hereby requests approval of that certain lease agreement by and between the City of Detroit, Detroit Land Bank Authority and RecoveryPark ("Lease"), a copy of which is attached hereto as Attachment A; and

WHEREAS, the Properties and DLBA Properties are limited to those certain real properties listed in Exhibit A of the Lease; and

WHEREAS, RecoveryPark desires to purchase the Properties and DLBA Properties within the Project Area through its for-profit subsidiary, RecoveryPark Farms, Inc. ("RPF"), pursuant to an option to purchase to be granted by the City and as defined in Section 22 of the Lease; now therefore be it

RESOLVED, that Detroit City Council hereby approves the Lease; and be it further

RESOLVED, that Detroit City Council hereby grants to RPF an option to purchase the Properties consistent with Section 22 of the Lease and upon satisfaction of the following conditions:

- (a) within the first (1st) thirty-six (36) months of the term of the Lease, the option to purchase such of the Properties and DLBA Properties that the City of Detroit and DLBA each owns within Area 1.
- (b) within the first (1st) forty-eight (48) months of the term of the Lease, the option to purchase such of the Properties and DLBA Properties that the City of Detroit and DLBA each owns within Area 2, provided that at such time (i) RecoveryPark has completed six (6) acres of development that includes greenhouses or high tunnel facilities on the Project Area and and (ii) RPF has purchased Area 1.
- (c) within the first (1st) sixty (60) months of the term of the Lease, the option to purchase such of the Properties and DLBA Properties that the City of Detroit and DLBA each owns within Area 3, provided that at such time (i) RecoveryPark has completed nine (9) acres of development that includes greenhouses or high tunnel facilities on the Project Area and (ii) RPF has purchased Area 1 and Area 2.

- (d) In addition to the foregoing, the City's and DLBA's obligation to sell such portion of the Properties and DLBA Properties is further conditioned on the following: (i) such portion of the Properties' and DLBA Properties' then-applicable zoning allows for the RPF's proposed land use under the City's zoning ordinance; (ii) RPF shall have provided reasonable proof to the City of RPF's ability to pay the purchase price for the respective Area; and (iii) RecoveryPark shall have otherwise met all of its obligations under the Lease and no event of default, as defined in the Lease, shall be outstanding beyond any applicable notice and cure periods. Area 1, Area 2 and Area 3 are shown on Exhibit B of the Lease.
- (e) The purchase price for the Properties and DLBA Properties in each Area will be an amount equal to the average cash purchase price paid per acre in the preceding year in the applicable geographic area or district, based on the type of land use, as determined by Michigan State University Department of Agricultural, Food and Resource Economics (or any successor to such department, and if none, then a similar survey or other determination of Michigan agricultural land values and leased farmland rates as may be mutually acceptable to the City and RPF), rounded to the nearest hundred.
- (f) RPF will pay all transfer and closing costs in connection with each purchase, including (without limitation) title examination, survey, and environmental costs.

and be it further

RESOLVED, that a notice of lease, in a form approved by the City of Detroit Law Department, may be recorded by RecoveryPark to acknowledge that the City has granted an option to purchase the Properties and DLBA Properties to RPF; and be it further

RESOLVED, that Detroit City Council hereby approves the sale of the Properties to RPF for the purchase price stated herein, provided that the option to purchase conditions stated above have been satisfied and provided that RecoveryPark is not in breach or default of the Lease; and be it further

RESOLVED, that the P&DD Director, or his authorized designee, be and is hereby authorized to issue quit claim deeds to the Properties to RPF, as well as to execute such other documents as may be necessary to effectuate sale of the Properties to RPF; and be it further

RESOLVED, that the DLBA is hereby authorized to convey the DLBA Properties to RPF, provided that the option to purchase conditions stated above and the Lease conditions have been satisfied.

ADOPTED AS FOLLOWS COUNCIL MEMBERS

	YEAS	NAYS
Janee AYERS		
Scott BENSON		
Raquel CASTANEDA-LOPEZ		
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*George CUSHINGBERRY, JR.		
Gabe LELAND		
Mary-SHEFFIELD	аналагаан тоо ш	
Andre SPIVEY		
James TATE		
Brenda PRESIDENT JONES		
*PRESIDENT PRO TEM		
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ATTACHMENT A

Lease Agreement

LEASE AGREEMENT

BETWEEN

THE CITY OF DETROIT,

THE DETROIT LAND BANK AUTHORITY

AND

RECOVERYPARK

CONTRACT NO.

LEASE AGREEMENT

BY AND BETWEEN

THE CITY OF DETROIT, THE DETROIT LAND BANK AUTHORITY AND RECOVERYPARK

THIS LEASE AGREEMENT (this "Lease") is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Planning & Development Department (the "City"), with offices at 2 Woodward Avenue, Suite 808, Detroit, MI 48226, the Detroit Land Bank Authority ("DLBA") with offices at 500 Griswold Street, Suite 1200, Detroit, MI 48226, and RecoveryPark (the "Tenant"), a Michigan non-profit corporation, with offices 8201 St. Aubin, Suite 200, Detroit, MI 48211.

RECITALS:

WHEREAS, the City and DLBA each separately own certain real property in Detroit, Michigan totaling roughly 40 +/- acres (the "Premises") as more fully described in Exhibit A, which is attached hereto and incorporated by reference herein, and which specifies which lots are owned by the City and which lots are owned by DLBA; and

WHEREAS, the Premises is part of a project area bounded by I-94, E. Forest Avenue, St. Aubin Street and Chene Street (the "Project Area") as more fully described in Exhibit B, which is attached hereto and incorporated by reference herein; and

WHEREAS, the City and DLBA (referred to collectively as the "Landlord") each desire to lease to Tenant their respective parcels of the Premises, and Tenant desires to lease the Premises from Landlord upon the terms, covenants and conditions set forth in the Lease; and

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

<u>1. PREMISES AND AUTHORIZED USE</u>

<u>1.01</u> Landlord hereby leases to the Tenant and the Tenant hereby accepts from Landlord the exclusive use and occupancy of the Premises, together with all necessary ingress and egress, and all fixtures, equipment and property now or hereafter installed or placed within. The Premises consists of approximately 40 +/- acres. Tenant shall have exclusive use of the Premises for agricultural purposes and incidental uses thereto. The Tenant shall procure, at its sole expense, any license, permit or zoning approval required for the proper and lawful conduct of the Tenant's business or other activity carried on in accordance with the above use.

2. TERM OF LEASE

2.01 The term of this Lease shall be for five (5) years commencing on November 1, 2015 and expiring at midnight on October 31, 2020 ("Lease Term") unless otherwise terminated pursuant to the provisions of this Lease. The term "Lease Year" shall commence on November 1st of each respective year of the Lease Term and end the following October 31st.

<u>3. RENT</u>

<u>3.01</u> Tenant shall pay to the Landlord as rent for lease of the Premises ("Rent") during the first year of the Lease Term the greater of 1) the sum of Three Thousand Seven Hundred and Sixty Three and 00/100 Dollars (\$3,763.00) or 2) the Calculated Rent Rate released in October 2015. Rent shall be paid by the Tenant on an annual basis and by November 1st of each Lease Year of the Lease Term. The parties agree that Rent is fair market value for the Premises.

Rent for Lease Years after the first year of the Lease Term will be determined annually, and be an amount equal to the average cash rent paid per acre in the applicable geographic area or district, based on the type of land use, as determined in October of every year by Michigan State University Department of Agricultural, Food, and Resource Economics (or any successor to such department, and if none, then a similar survey or other determination of Michigan agricultural land values and leased farmland rates as may be mutually acceptable to Tenant and Landlord), rounded to the nearest hundred ("Calculated Rent Rate").

For example, pursuant to the Michigan State University Department of Agricultural, Food, and Resource Economics Report No. 645 released in October 2014, the average cash rent for "field crop non-tiled" in southeast Michigan (District 9) was \$105 per acre. Accordingly, the Calculated Rent Rate for this example would be \$3,763.00 due on November 1, 2014.

Rent for each Lease Year shall be paid in its entirety, shall be deemed earned upon payment, and is nonrefundable if the Lease is terminated during that respective Lease Year.

3.02 Tenant shall make its Rent payments as follows:

(a) For the Rent percentage share owed to the City, Rent payments shall be made payable to "City of Detroit - Treasurer" and submitted to the Detroit Building Authority, Attn: Ms. Jill K. Bryant, 1301 Third Street, Suite 328, Detroit, MI 48226 or such other address as City may from time to time designate in writing to Tenant.

(b) For the Rent percentage share owed to the DLBA, Rent payments shall be made payable to "Detroit Land Bank Authority" and submitted to the Detroit Land Bank Authority, Attn: Accounting, 500 Griswold, Suite 1200, Detroit, MI 48226 or such other address as DLBA may from time to time designate in writing to Tenant.

4. TAXES AND UTILITY CHARGES

<u>4.01</u> Rent for the Premises, as set forth above, does not include taxes and utilities and Tenant is required to remit additional amounts for such taxes or utilities. The above notwithstanding, Tenant will pay when due all taxes assessed specifically against Tenant with respect to the Premises, including for Tenant's personal property or equipment on the Premises. Any and all utilities for the Premises shall be paid directly to the respective utility company by Tenant.

5. INSURANCE

5.01 Tenant shall assume all risks of its operations and use of the Premises and shall maintain at its expense during the Lease Term the following insurance:

<u>TYPE</u>		AMOUNT NOT LESS THAN
(a)	Workers' Compensation	Michigan Statutory minimum
(b)	Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
(c)	Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
(d)	Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law)	\$1,000,000.00 combined single limit for bodily injury and property damage

5.02 Tenant shall be responsible for payment of all deductibles contained in any insurance required of the Tenant hereunder.

5.03 Tenant's commercial general liability insurance policy shall include an endorsement naming the "City of Detroit" and "Detroit Land Bank Authority" as additional insureds. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's operations at or use of the Premises. The commercial general liability policy shall state that the Tenant's insurance is primary and not excess over any insurance already carried by the City of Detroit or Detroit Land Bank Authority, and shall provide blanket contractual liability insurance for all written contracts.

5.04 All insurance policies shall 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 Landlord. Certificates of insurance evidencing the coverage required by this Section shall, in a form acceptable to the City, be submitted to the Landlord upon Tenant's execution of the Lease.

5.05 If any work is contracted out by Tenant or for any Improvements made by Tenant in connection with this Lease, the Tenant shall require each contractor to effect and maintain the types and limits of insurance set forth in this Section and shall require documentation of same, copies of which shall be promptly furnished to the Landlord.

5.06 If during the Lease Term, changed conditions or other pertinent factors, should in the reasonable judgment of the Landlord, render inadequate the insurance limits stated above, the Tenant shall furnish on demand such additional coverage as may reasonably be required under the circumstances. All such additional insurance shall be effected at the Tenant's expense, under valid and enforceable policies issued by insurers of recognized responsibility which are well-rated by national rating organizations and are reasonably acceptable to the Landlord.

<u>5.07</u> The provisions requiring the Tenant to carry such insurance shall not be construed in any manner as waiving or restricting the liability of the Tenant under this Lease.

6. INDEMNITY

<u>6.01</u> The Tenant shall indemnify and save harmless the City, the DLBA and all of each entities other associated, affiliated, allied or subsidiary entities or commissions now existing or hereafter created, their agents and employees against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, architects, engineers and other consultants) which may be imposed upon, incurred by or asserted against the City and/or the DLBA by reason of any of the following occurring on the Premises during the Lease Term:

(a) any work, act, error, omission or thing done in or about the Premises, or any part thereof or affecting same, by Tenant or its agents, subcontractors, employees, licensees, invitees, or associated, affiliated or subsidiary entities of Tenant (herein all collectively called "Associates") for whose acts any of them might be liable;

(b) any Associates' or Tenant's use, nonuse, possession, occupation, condition, operation, maintenance or management of the Premises or any part thereof or any street, alley, sidewalk, curb, passageway or space adjacent thereto, or of Tenant's equipment;

(c) any negligent or tortious act or omission of Tenant, Tenant's Associates or subtenants of Tenant;

(d) any accident, injury or damage to any person or property occurring on the Premises;

(e) any failure by Tenant to perform its obligations under this Lease; and

(f) any loss or expense incurred by an employee of the City and/or DLBA which arises out of or pursuant to the Tenant's performance or lack of performance under this Lease.

The laws of the State of Michigan, as interpreted by a Michigan court of law, shall be applied to determine percentages of fault resulting from claims successfully adjudicated for damages by third parties against Tenant, City and/or DLBA.

6.02 Tenant has examined and inspected the Premises and takes same "AS IS". The Landlord has made no warranties or representations of whatever nature in connection with the condition of the Premises, and the Landlord shall not be liable for any defects contained therein. The Landlord makes no warranties or representations, express or implied, as to title to its interest in the Premises.

<u>6.03</u> Tenant agrees that it is its responsibility to safeguard its property and equipment that it or its contractors use or have in their possession on or about the Premises and Tenant agrees to hold the Landlord harmless for any loss of such property or equipment. Further, except as otherwise provided herein, the Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Premises or from any loss or damage resulting to the Tenant, or its property, from roof or wall leaks or bursting, stoppage, or leaking of water, gas, sewer or steam pipes, and the like, or for any damage or loss of property within the Premises from any other cause whatsoever.

7. MAINTENANCE AND REPAIRS; DAMAGE AND DESTRUCTION

<u>7.01</u> Tenant shall keep and maintain the Premises to a level that, at a minimum, meets all laws, codes and regulations. Tenant is responsible for all maintenance work including both the interior and exterior of any and all structures and buildings. This includes, but is not limited to, routine maintenance and major building systems maintenance and repairs. Tenant is also responsible for maintaining the site, including all landscaping, grass cutting, snow removal, trash removal and parking lot maintenance.

<u>7.02</u> Tenant at its sole cost and expense shall keep the Premises in a clean, sanitary and safe condition.

<u>7.03</u> Tenant shall promptly give notice to Landlord if, during the Lease Term, the Premises or any part thereof shall be damaged or destroyed by fire or other major casualty, specifying the date, nature and extent of such damage or destruction. Tenant shall take whatever steps as may be necessary to prevent further damage or destruction to the Premises resulting from such fire or other major casualty.

(a) In the event that any or all of the Premises shall suffer damage or destruction at any time during the Lease Term, the respective rights and obligations of the parties hereto with respect to reconstruction, repairing, and/or restoring such damage or destruction and/or with respect to the matter of the continuance or termination of this Lease following any such damage or destruction, shall be controlled by the provisions of this Section. (a) In the event the Premises shall suffer damage or destruction then:

(i.) Tenant shall perform the reconstruction, repair, and/or restoration of such damage or destruction.

(ii.) If, within a reasonable period of time after the date of any damage or destruction, Tenant has not completed the reconstruction, repair, and/or restoration of the damaged/destroyed area, then the City may terminate the Lease by giving an advance written Notice of Termination to Tenant that gives Tenant sixty (60) days to be completely removed from the Premises.

(iii.) Tenant shall still pay the full amount of the Rent at all times during the period of any Tenant reconstruction, repair, and/or restoration of such destruction.

8. DEFAULT AND TERMINATION

<u>8.01</u> Each of the following occurrences shall constitute a default under the Lease ("Event of Default"):

(a) Tenant's failure to pay Rent when due and such failure is not cured within thirty (30) days of written notice from the Landlord;

(b) Tenant's failure to pay all taxes when due;

(c) Failure by the Tenant to perform, comply with, or observe any condition or obligation under this Lease and such failure is not cured within ninety (90) days of written notice from the Landlord;

(d) the filing of a petition by or against Tenant (1) in any bankruptcy or other insolvency proceeding; (2) seeking any relief under any state or federal debtor relief law; (3) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease;

(e) Tenant fails to maintain or ceases to actually use any portion of the Premises, abandons any portion of the Premises or vacates any substantial portion of the Premises;

(f) the making by Tenant of an assignment for the benefit of its creditors.

<u>8.02</u> <u>Remedies</u>. Upon any Event of Default and after any cure periods allowable under this Lease, the Landlord may, in addition to all other rights and remedies afforded it hereunder or by law or equity, terminate this Lease by giving the Tenant written notice thereof, in which event, Tenant shall pay to Landlord the sum of all Rent accrued hereunder up to the date of termination.

<u>8.03</u> <u>Termination for Convenience by Tenant</u>. Tenant may terminate this Lease at its convenience at any time during the Lease Term by giving Landlord a written Notice of Termination at least six (6) months before the effective date thereof.

<u>8.04</u> Surrender of Premises on Termination. Notwithstanding anything in this Lease to the contrary and upon termination or expiration of the Lease, Tenant shall surrender the Premises, with all Improvements made by Tenant or Landlord thereon, in good working condition, reasonable wear and tear excepted. Upon any termination or expiration of this Lease, any personal property belonging to Tenant that is left in or about the Premises after such termination or expiration shall be deemed abandoned and either the City or DLBA (depending on whose land the personal property sits) shall have the right to keep said property as its own without any obligation to Tenant for repayment and without any liability for damages to Tenant whatsoever. Any government authority serving a writ of restitution for redelivery of possession of the Premises may rely on this provision. Landlord shall also have the right to discard said property without liability for damages, and Tenant shall reimburse Landlord for the removal of same.

<u>8.05</u> The Tenant shall pay Landlord for all costs and expenses, including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, architects, engineers and other consultants, incurred by the City in obtaining possession upon expiration or termination of the Lease or in enforcing any obligation of Tenant under this Lease, provided that the Landlord prevails in whole or in part. Tenant is not responsible for the payment obligations under this Section if Tenant completely prevails.

<u>8.06</u> In the event that this Lease is terminated pursuant to this Section 8, any options to purchase, such as Section 22.01 of this Lease, shall also be terminated and rendered null and void if such options to purchase have not already been executed at the time of termination of this Lease.

9. LIENS

<u>9.01</u> Tenant shall keep the Premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant.

<u>9.02</u> In the event that the Premises or any part thereof or Tenant's leasehold interest therein shall, at any time during the Lease Term, become subject to any vendor's, mechanic's, laborer's, material man's or other lien, encumbrance or charge based upon the furnishing of materials or labor to or for the benefit of Tenant, Tenant shall cause the same, at its sole cost and expense, to be satisfied or discharged within twenty (20) days, or by filing a bond (as provided by statute) within twenty (20) days, after notice thereof to Tenant given by or on behalf of the lienor. Failure to discharge such a lien against the Premises by Tenant shall be considered an Event of Default under the terms of this Lease.

10. ASSIGNMENT AND SUBLETTING

<u>10.01</u> Tenant shall have no right to assign, mortgage, pledge or otherwise transfer this Lease, either voluntarily or by operation of law, in whole or in part, without the prior written consent of the City and DLBA for their respective properties in each instance.

<u>10.02</u> Tenant shall have no right to sublease the Premises without the prior written consent of the City and DLBA for their own respective properties in each instance.

<u>10.03</u> Any approval of any assignment or sublease may be conditioned on Tenant's assignee or subtenant entering into an agreement that contains terms and conditions approved by the Landlord.

<u>10.04</u> Neither the City nor DLBA shall have no right to assign, mortgage, pledge or otherwise transfer the Premises, in whole or in part, without the prior written notice to the Tenant.

11. NOTICES

<u>11.01</u> All notices, consents, approvals, requests and other communications (herein collectively called "Notices") required or permitted under this Lease shall be given in writing and mailed by first class mail, postage prepaid, or by overnight mail and addressed as follows:

If to City:

City of Detroit Planning & Development Dept. Attn: Director 2 Woodward Ave., Suite 808 Detroit, MI 48226

With a Copy to:

Detroit Building Authority Attn: Jill K. Bryant 1301 Third Street, Suite 328 Detroit, MI 48226 (313) 628-0904

If to DLBA:

Detroit Land Bank Authority Attn: General Counsel 500 Griswold, Suite 1200 Detroit, MI 48226

If to Tenant:

RecoveryPark Attn: Gary Wozniak 8201 St. Aubin, Suite 200 Detroit, MI 48211

With a copy to:

Jaffe Raitt Heuer & Weiss, P.C.

27777 Franklin Road, Suite 2500 Southfield, Michigan 48034 Attention: A'Jené M. Maxwell

<u>11.02</u> Notices sent to Landlord should be copied to both the City and the DLBA. All Notices shall be deemed given on the day of mailing. Either party to this Lease may change its address for the receipt of Notices at any time by giving written notice thereof to the other as herein provided. Any Notice given by a party hereunder must be signed by any authorized representative of such party.

12. IMPROVEMENTS/TENANT EQUIPMENT/SIGNS/PARKING

<u>12.01</u> For so long as Tenant does not own such portion of the Premises, the Tenant shall make no changes, additions, alterations, renovations or leasehold improvements of any nature whatsoever in or to the Premises or any part thereof (herein collectively called "Improvements") without City's prior written consent. Tenant shall adhere to the following procedure prior to making any Improvements:

(a) Prior to making any Improvements, the Tenant shall furnish the City with a written description of the Improvements to be made, including any detailed drawings and specifications that the City may require.

(b) Tenant shall make no Improvements to the Premises without the prior written consent of the City.

(c) Upon approval by the City, the Tenant may then proceed with the Improvements as described.

(d) Any repairs or Improvements performed by Tenant, or caused to be performed by Tenant, shall be done at Tenant's expense and risk, shall be done in a good and workmanlike manner, and shall be completed pursuant to all applicable codes and laws. All contractors of Tenant must be licensed and insured.

(e) Tenant shall secure performance and payment bonds from all of its contractors that it hires to make Improvements. Such bonds shall cover the full amount of the Improvements to be made at that time.

(f) Title to all Improvements made shall at once be and become the property of the City of Detroit or the Detroit Land Bank Authority (depending on whose land the Improvements sit) and shall be deemed to be part of the Premises and subject to all the terms and conditions of this Lease.

<u>12.02</u> Tenant hereby assigns to City or DLBA (whichever is applicable) all contractor, material and equipment warranties and guarantees received by Tenant in connection with the performance of any Improvements or of any other work conducted in or upon the Premises.

<u>12.03</u> Signage. Tenant may erect signs at its sole cost on the Premise. The Tenant must secure prior written approval from City on the size, content and location of such sign prior to the purchase and installation of any such sign. Upon the expiration or earlier termination of this Lease, all signage installed by Tenant on the Premises shall be removed, and any damage resulting from the installation or removal thereof, or both, shall be promptly repaired by Tenant. In the event Tenant fails to remove said signage and/or repair said damage, if any, City may undertake such removal and repair and the cost

thereof shall be charged to Tenant as an additional fee.

<u>12.04</u> Parking. Any and all Tenant plans for parking areas on the Premises must first be approved by the City in writing prior to use of any such parking area. There shall be no parking on the Premises unless in areas approved by City.

13. RIGHT OF ENTRY

<u>13.01</u> Upon reasonable written notice to Tenant, Landlord and its authorized representatives shall have the right to enter the Premises at all reasonable times for the purpose of examining or inspecting the Premises to ensure Tenant's compliance with this Lease.

14. CONDEMNATION; EMINENT DOMAIN

<u>14.01</u> The term "Taking" shall mean a taking prior to or during the Lease Term of all or part of the Premises as the result of condemnation, the exercise of the power of eminent domain or by agreement between Landlord and the condemning authority. The term "Date of Taking" shall mean the date on which title is vested in the condemning authority.

14.02 In the event of a Taking of the whole of the Premises, this Lease shall terminate on the Date of Taking.

<u>14.03</u> In the event of a Taking of less than all the Premises, Landlord within thirty (30) days after the Date of Taking, may terminate this Lease as to the balance of the Premises effective on the Date of Taking. If Landlord shall not give notice of termination of this Lease within thirty (30) days after the Date of Taking, then this Lease shall remain in full force and effect with respect to the part of the Premises not the subject of the Taking; provided, however, if Landlord shall be compensated for the Taking, the Rent payable from and after the Date of Taking. Tenant will have the right to terminate this Lease upon thirty (30) days written notice after the Date of Taking, effective on the Date of Taking, in the event of a Taking of more than twenty-five percent (25%) of the usable square footage of the Premises.

<u>14.04</u> Except as otherwise provided in Section 14.03 above, the Landlord is entitled to receive the entire award for any Taking, (inclusive of the value of any and all fixtures and Improvements) and Tenant hereby assigns to Landlord all its right, title and interest in and to such award. Tenant shall be entitled to make a claim against the condemning authority only for the value of any equipment and/or fixtures of the Tenant and Tenant's moving expenses which may be compensable as a result of the Taking. Nothing contained in this Section shall be deemed to prevent Landlord from settling any threatened or filed condemnation proceeding.

<u>14.05</u> From time to time during the Lease Term, Landlord may convey title to, or grant easements in, portions of the land included in the Premises to governmental authorities or utility companies for road widening, curb rounding and water, sewer, electrical, communication and other

utility lines. Any such conveyance or grant shall not be deemed a Taking unless Landlord receives compensation therefor, and there shall be no reduction in the Rent payable hereunder.

<u>14.06</u> In the event that only a portion of the Premises will be taken as hereinabove described and this Lease is not terminated pursuant to the provisions of this Section, then Landlord will, at its sole cost and expense, restore the remaining portion of the Premises to the extent necessary to render it suitable for the purposes for which it was leased, provided that the cost thereof will not exceed the proceeds of its condemnation award.

15. FAIR EMPLOYMENT PRACTICES

<u>15.01</u> Tenant 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 Lease, 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 City's Human Rights Department that such requirements are bona fide occupational qualifications reasonably necessary to the performance of the duties required by employment. The burden of proof that the occupational qualifications are bona fide is upon Tenant. Tenant shall promptly furnish any information reasonably required by City or its Human Rights Department pursuant to this Section.

(a) Tenant further agrees that it shall notify any Associate of Tenant's obligations relative to non-discrimination under this Lease when soliciting an Associate and shall include the provisions of this Section in any contract or subcontract relating to Tenant's performance under this Lease as well as provide City with a copy of any such contract or subcontract upon request. Tenant further agrees to take such action with respect to any such subcontract as Tenant may direct as a means of enforcing the provisions of this Section.

(b) Breach of the terms and conditions of this Section shall be regarded as a material breach of this Lease if such breach shall continue for more than thirty (30) days after receipt of notice of such breach by Tenant. In the event Tenant fails to comply with this Section, City, at its option may utilize such remedies as may be provided by law.

16. WASTE AND NUISANCE

<u>16.01</u> The Tenant shall not commit or suffer to be committed any waste upon the Premises, and shall not place a load, machinery, or equipment upon the Premises which exceeds the load per square foot area which such area can carry. Tenant shall not commit or suffer to be committed any nuisance or other act or thing which may disturb the quiet enjoyment of any neighbor to the Premises.

17. HAZARDOUS SUBSTANCE

<u>17.01</u> For the purposes of this Lease, the term "Hazardous Materials" shall mean, collectively, (i) any materials, chemicals, materials, substances or wastes which are now or hereafter become defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous wastes", "restricted hazardous wastes", "toxic substances", "toxic pollutants", or words of similar import, under any applicable Environmental Law (as defined below) and (ii) any petroleum or petroleum products and asbestos in any form that is or could become friable.

<u>17.02</u> For the purposes of this Lease, the term "Environmental Laws" shall mean all federal, state, and local laws, statutes, ordinances, regulations, criteria, guidelines and rules of common law now or hereafter in effect, and in each case as amended, and any judicial or administrative interpretation thereof, including, without limitation, laws and regulations relating to emissions, discharges, releases or threatened releases of Hazardous Materials or otherwise related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials. Environmental Laws include but are not limited to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended; the Resource Conservation and Recovery Act, as amended; the Clean Air Act, as amended; the Clean Water Act, as amended; and their state and local counterparts or equivalents.

<u>17.03</u> <u>Hazardous Materials</u>. Tenant shall not use, handle, generate, treat, store or dispose of, or permit the handling, generation, treatment, storage or disposal of any Hazardous Materials in, on, under, around or above the Premises during the Lease Term unless the Tenant agrees to follow all Environmental Laws in doing so and agrees to indemnify the City and DLBA from any and all liability that may arise from such activities. Any and all claims, costs, expenses, fines, and losses of any kind (including but not limited to those arising from injury to or the death of any person, damage to or loss of use or value of real or personal property, and costs of investigation, cleanup, and attorneys' and consultants' fees) incurred by City and/or DLBA which arise solely due to the acts, omissions, or failure to act of Tenant, its agents, employees, contractors, and servants and arising out of or are related to Tenant's use of the Premises during the Lease Term shall constitute additional fees and shall be payable within thirty (30) days after receipt of City's and/or DLBA's invoice and supporting documentation.

<u>17.04</u> <u>Hazardous Materials Remediation</u>. Tenant shall assume the sole responsibility of all environmental response and remediation of Hazardous Materials that are introduced into the Premises by the Tenant, or Associates. In the event Tenant shall discover Hazardous Materials within the Premises, Tenant shall notify Landlord and advise Landlord of its plans for environmental response and remediation of the Hazardous Materials. Except for those Hazardous Materials introduced into the Premises by Landlord, Landlord shall not be responsible for the costs to abate any Hazardous Materials introduced into the Premises by the Tenant, or Associates or any third party.

18. BANKRUPTCY OR INSOLVENCY

<u>18.01</u> Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if Tenant shall be declared bankrupt or insolvent according to law, or any receiver, custodian or trustee be appointed for the business and property of Tenant, or if any assignment shall be

made of the Tenant's property for the benefit of creditors, then and in any such events, this Lease may be terminated at the option of the Landlord as an Event of Default by Tenant in accordance with the termination provisions set forth herein.

19. HOLDING OVER

<u>19.01</u> If Tenant retains possession of the Premises or any part thereof after the expiration or termination of this Lease by lapse of time or otherwise, Tenant shall continue its tenancy from month to month under the same terms and conditions of the lease, except that Rent shall increase by one hundred fifty (150%) percent over the prior year until a new lease or lease amendment is executed between the City, DLBA and Tenant, or until Tenant vacates the Premises. The provisions of this Section shall not be deemed to limit or exclude any of the Landlord's rights of reentry or any other right granted to Landlord according to the terms of this Lease or under law. Tenant shall also pay to the City and DLBA upon demand all costs incurred by the City and DLBA to cure Tenant's default, as well as all actual costs incurred by the City and DLBA to retake possession of the Premises.

20. QUIET POSSESSION

<u>20.01</u> The Landlord covenants that the Tenant, upon its observing the terms and conditions of this Lease, shall and may peacefully and quietly have, hold and enjoy the Premises during Lease Term free from unreasonable interference by Landlord.

21. AMENDMENTS

21.01 The Tenant or Landlord may from time to time consider it in its best interest to change, modify or extend a term, condition or covenant of this Lease. Any such change, modification or extension, which is mutually agreed upon by and between the parties shall be incorporated in a written amendment ("Amendment") to this Lease. Such Amendment shall require separate approval by Detroit City Council. Such Amendment shall not invalidate this Lease nor relieve or release the parties of any of its obligations under the Lease unless stated therein.

22. ADDITIONAL TERMS

<u>22.01</u> Option to Purchase. The City and the DLBA each separately grant RecoveryPark Farms, Inc. ("RPF"), a Michigan corporation, which is affiliated with the Tenant, the following:

(a) within the first (1st) thirty-six (36) months of the Lease Term, the option to purchase such of the Premises that each owns within Area 1; and

(b) within the first (1st) forty-eight (48) months of the Lease Term, the option to purchase such of the Premises that each owns within Area 2, provided that at such time (i) Tenant has completed six (6) acres of development that includes greenhouses or high tunnel facilities on the Project Area and (ii) RPF has purchased Area 1; and

(c) within the first (1st) sixty (60) months of the Lease Term, the option to purchase such of the Premises that each owns within Area 3, provided that at such time (i) Tenant has completed nine (9) acres of development that includes greenhouses or high tunnel facilities on the Project Area and (ii) RPF has purchased Area 1 and Area 2.

In addition to the foregoing, the City and DLBA's obligation to sell such portion of the Premises to RPF is further conditioned on the following: (i) such portion of the Premises' then-applicable zoning allowing the proposed land use under the City's zoning ordinance; (ii) RPF shall have provided reasonable proof to Landlord of RFP's ability to pay the purchase price for the respective Area; and (iii) Tenant shall have otherwise met all of its obligations under this Lease and no Event of Default shall be outstanding beyond any applicable notice and cure period. Area 1, Area 2 and Area 3 are shown on Exhibit B.

The purchase price for the real property in each Area will be an amount equal to the average cash purchase price paid per acre in the preceding year in the applicable geographic area or district, based on the type of land use, as determined by Michigan State University Department of Agricultural, Food, and Resource Economics (or any successor to such department, and if none, then a similar survey or other determination of Michigan agricultural land values and leased farmland rates as may be mutually acceptable to Tenant and Landlord), rounded to the nearest hundred. RPF will pay all transfer costs in connection with each purchase, including (without limitation) title examination, survey, and environmental costs.

This option to purchase shall be approved by Detroit City Council by resolution at the time of approval of this Lease.

Any portion of the Premises sold pursuant to this Lease shall no longer be a part of the Premises for purposes of this Lease, however Sections 22.02 and 22.04 shall survive.

<u>22.02</u> <u>Right of Reverter</u>. If (1) RPF has exercised any option to purchase any of the Premises and (2) Tenant is in default or fails to satisfy any of Tenant's obligations under this Lease, then the City may exercise a right of reverter and retake title to any of the Premises acquired by RPF that have not been improved with a greenhouse or high tunnel facility and any of the Premises acquired by RPF that have been improved with a greenhouse or high tunnel facility but that is not in actual use for agricultural purposes. For purposes of the City's right of reverter, the Tenant's obligations stated in Section 22.04 shall run with the land and shall survive the termination of the Lease due to RPF's exercise of its options. The City's right of reverter shall expire on the date five (5) years after the commencement of the Lease Term.

22.03 Any additional land within the Project Area which Landlord may acquire through tax foreclosure after the commencement of the Lease may be made a part of the Premises, subject to Detroit City Council approval of an amendment to this Lease. If Detroit City Council approves adding such additional land to the Premises, such additional land shall be subject to the Lease and RPF's option to purchase under Section 22.01 if approved by Detroit City Council by resolution. Landlord may, but is not expressly obligated to, notify Tenant in writing of the acquisition of land within the Project Area through tax foreclosure. Tenant may inquire of Landlord in writing as to whether specific property has come into ownership of Landlord.

<u>22.04</u> The Tenant is responsible for the following obligations:

(a) Within one hundred twenty (120) days of possession of the Premises, Tenant will maintain the Premises by mowing not less than once every three weeks during the growing season. Tenant will promptly remove all garbage, trash, and debris from the Premises.

(b) Within twelve (12) months of possession of the Premises, Tenant shall (1) relocate its Waterford, Michigan operations to the Project Area; and (2) operate at least one (1) greenhouse or high tunnel facility on the Project Area; and (3) cause at least 51% of the employees working at the Project Area to be employees who are Detroit residents; and (4) (a) secure or demolish any vacant structures on the Premises to a non-blight condition, and (b) present a plan to Landlord for the future use of any structures on the Premises that are not demolished. Tenant will demolish any structure deemed by Landlord as unsafe or blighted and for which Tenant does not have a future use acceptable to Landlord. All demolitions will be in accordance with the City Code and to standards acceptable to Landlord.

(c) Within twenty four (24) months of possession of the Premises, at least three (3) greenhouses or high tunnel facilities shall be in operation on the Project Area.

(d) Within thirty six (36) months after commencement of the Lease, at least six (6) greenhouses or high tunnel facilities shall be in operation on the Project Area.

(e) Within thirty-six (36) months of possession of the Premises, Tenant shall cause at least 60% of the employees working at the Project Area to be employees who are Detroit residents, which obligation shall continue for sixty (60) months from the date of the Lease, and surviving the termination of the Lease.

(f) Within forty eight (48) months after commencement of the Lease, at least nine (9) greenhouses or high tunnel facilities shall be in operation on the Project Area.

(g) Any portion of the Premises not actively used by the Tenant for agricultural purposes will be landscaped and used in accordance with standards and principles mutually determined by the Landlord's Planning and Development Department and Tenant.

22.05 The Landlord will cooperate in the following manner with respect to Tenant's efforts in the Project Area:

(a) The City's Planning and Development Department will support Tenant's efforts to obtain financing, grants and incentives from third parties.

(b) Landlord will attempt to encourage utility providers to focus on the Project Area with any "right-sizing" programs that may be available.

(c) The City will reasonably cooperate with Tenant in connection with Tenant's requests for street closures and alley vacations within the Project Area, subject to the approval of the City's Department of Public Works and within the sole discretion of the Detroit City Council.

(d) Landlord will use reasonable efforts to attempt to include Tenant-specified structures on the Premises within its demolition program, if any. Tenant shall reimburse Landlord for the cost of such demolition within sixty (60) days of Landlord's invoice therefor.

<u>22.06</u> Unless otherwise stated herein, the obligations of the City and the DLBA shall be separate and shall pertain only to such properties and portions of the Premises that each respective entity owns.

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23. MISCELLANEOUS

23.01 No failure by Landlord or Tenant to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right, power or remedy consequent upon a breach thereof and no acceptance of full or partial Rent by Landlord during the continuance of any such breach by Landlord shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

23.02 The rights and obligations contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except as otherwise provided herein, their respective personal representatives, successors and assigns; provided, however, the obligations of Landlord and Tenant under this Lease shall no longer be binding upon Landlord named herein after the sale, assignment, or transfer by Landlord or Tenant, respectively (or upon any subsequent Landlord or Tenant), of its interest in the Premises, as owner or Landlord or Tenant, respectively, and in the event of any such sale, assignment, or transfer, such obligations shall thereafter be binding upon the grantee, assignee, or other transferee of such interest, and any such grantee, assignee, or transferee, by accepting such interest, shall be deemed to have assumed such obligations. A lease of the entire Premises, other than for occupancy thereof, shall be deemed a transfer within the meaning of this Section.

23.03 If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, 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 thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

23.04 This Lease shall be construed and enforced in accordance with the laws of the State of Michigan. The Tenant agrees, consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action brought against it arising under this Lease. The Tenant agrees that service of process at the address and in the manner specified in Section 11 will be sufficient to put the Tenant on notice and hereby waive any and all claims relative to such notice. The Tenant and Landlord also agree that they will not commence any action against the other party because of any matter whatsoever arising out of or related to the validity, construction, interpretation, and enforcement of this Lease in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction can be had in either the Michigan Court of Appeals, Michigan Supreme Court or the U.S. District Court for the Eastern District of Michigan, Southern Division.

<u>23.05</u> This Lease or any part of this Lease may not be changed, waived, discharged or terminated orally, but only by an instrument in writing.

23.06 This instrument, including the Exhibits hereto, contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Neither Tenant, the Tenant's agents, Landlord nor the Landlord's agents have made any representations or warranties with respect to the Premises or this Lease, except as expressly set forth herein, and no rights, or remedies are or shall be acquired by Tenant or Landlord by implication or otherwise unless expressly set forth herein.

23.07 The Tenant agrees that neither this Lease nor any memorandum or short form thereof may be recorded without the prior consent of City.

23.08 The relationship between the parties hereto is solely that of landlord and tenant and nothing herein contained shall constitute or be construed as establishing any other relationship between them including, without limitation, the relationship of principal and agent, employer and employee or parties engaged in a partnership or joint venture. Without limiting the foregoing, it is specifically understood that neither party is the agent of the other and neither is in any way empowered to bind the other or to use the name of the other in connection with the construction, maintenance or operation of the Premises, except as otherwise specifically provided herein.

23.09 Unless the context otherwise expressly requires, the words "herein", "hereof" and "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Section.

23.10 All the terms and provisions of this Lease shall be deemed and construed to be "covenants" and "conditions" as though the words specifically expressing or importing covenants and conditions were used in each separate term and provision.

<u>23.11</u> The headings of the Sections in this Lease are for convenience only and shall not be used to construe or interpret the scope or intent of this Lease or in any way affect the same.

<u>23.12</u> Neither party shall be responsible for force majeure events. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the determination of a court with appropriate jurisdiction, in compliance with the terms set forth herein, shall be controlling.

23.13 The obligations of Sections 22.02 and 22.04 shall survive termination of the Lease.

<u>23.14</u> The Tenant warrants that it is currently authorized to do business in the State of Michigan and is amendable to service of process at the address stated in Section 11.

23.15 This Lease may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Promptly after the execution hereof the City shall transmit to the Tenant a conformed copy of this Lease.

23.16 The parties represent that they have not dealt with any brokers or finders in connection with this Lease. Each party agrees to hold the other harmless from and against any loss, damage, costs, or expenses, including court costs and reasonable attorney fees that the other may suffer as a result of the breach of the foregoing representation made by each party.

23.17 <u>Authority of City</u>. Notwithstanding anything in this Lease or otherwise to the contrary, the City shall not be authorized or obligated to lease the Premises to Tenant until this Lease has been fully executed by the duly authorized representatives of the City, as well as approved by the Detroit City Council, the Mayor of the City of Detroit, the City of Detroit Law Department and any other City financial review board or commission as required by law. Any amendments or modifications must likewise be duly approved by the City Council, the Mayor, and the Law Department.

[Signatures are on the following pages]

IN WITNESS WHEREOF, the City, DBLA and the Tenant, by and through their authorized officers and representatives, have executed this Lease as follows:

WITNESSES:

1. **Print:** 2. WALTER > Print:

CITY OF DETROIT PLANNING & DEVELOPMENT DEPARTMENT BY: Print: Mauric ITS: P

WITNESSES: 1. WALTER) Print: MATT 2. Print: 4 YYO

BY: Cour Take

Print: Carrie Leunad Monroe ITS: Actual Executive Director

WITNESSES:

1. **Print**: 2. Print:

TENANT:

RECOVERYPARK BY: Print: GAM WUCZMARK ITS:

ACKNOWLEDGED: RECOVERTPARK FARMS, INC. BY: Print: Any WIDENAY ITS:

Approved by Detroit City Council on:

Finance Director

Chief Procurement Officer

In accordance with §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 contract.

Approved as to form in accordance with § 7.5-206 of the 2012 City of Detroit Charter.

Supervising Assistant Corporation Counsel

THIS LEASE IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY THE DETROIT CITY COUNCIL, THE FRC (IF APLICABLE) AND SIGNED BY THE CHIEF PROCUREMENT OFFICER.

TENANT ACKNOWLEDGMENT

STATE OF MICHIGAN))SS. COUNTY OF WAYNE-)

The foregoing instrument was acknowledged before me on this $\underline{\mathcal{G}^{\#}}$ day of $\underline{\mathcal{G}_{eleflex}}$ 2015, by $\underline{\mathcal{G}_{ary} \ \mathcal{W}_{eenick}}$, the $\underline{\mathcal{P}_{sesident}}$ of RecoveryPark, on behalf of the Tenant.

Shevell Shand

Notary Public, Wayne County, MI

My commission expires:

SHEREL E. SHAND NOTARY PUBLIC, OAKLAND COUNTY, MI MY COMMISSION EXPIRES: OCT. 18, 2020 ACTING IN OAKLAND COUNTY

CITY ACKNOWLEDGMENT

STATE OF MICHIGAN COUNTY OF WAYNE

))SS.)

The foregoing instrument was acknowledged before me on this 10° day of 2015, by Maune COX, the Director of the Planning & Development Department of the City of

Detroit, Michigan, a municipal corporation.

Notary Public, Wayne County, MI

AMANDA ELIAS Notary Public - Michigan Oakland County My Commission Expires Jan 22 Acting in the County of

My commission expires: 12217

DLBA ACKNOWLEDGMENT

STATE OF MICHIGAN))SS. COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 10 day of (1000) 2015, by (1000) by (1000

AMANDA ELIAS Notary Public - Michigan **Oakland** County My Commission Expires Jan 22 2017 Acting in the County of U

Notary Public, Wayne County, MI

My commission expires: 12217

CORPORATE ACKNOWLEDGMENT

STATE OF MICHIGAN))SS. COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 44^{10} day of <u>November</u> 2015, by <u>Cany WDZNIOK</u>, the <u>CED</u> of RecoveryPark Farms, Inc., on behalf of the

Michigan corporation.

AMANDA ELIAS Notary Public - Michigan Oakland County My Commission Expires Jan 22, 2017 Acting in the County of

Notary Public, Wayne County, MI

My commission expires:

RESOLUTION OF CORPORATE AUTHORITY

I, Kathy Makino, Corporation Secretary of the RecoveryPark, a Michigan non-profit corporation ("Tenant"), **DO HEREBY CERTIFY** that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on September 30, 2015, and that the same is now in full force and effect:

"RESOLVED, the President, each Vice President, the Treasurer, and the Secretary and each of them, hereby is authorized to execute and deliver, in the name and on behalf of the Tenant and under its corporate seal or otherwise, any agreement or other instrument or document in connection with any matter or transaction 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."

FURTHER, I CERTIFY that Gary Wozniak is President, Bob Moestra is Treasurer, and I, Kathy Makino, am Secretary.

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

IN WITNESS THEREOF, have set my hand this 5th day of October, 2015.

CORPORATE SEAL (if any)

oration Secretary

EXHIBIT A

DESCRIPTION OF THE PREMISES

3212836.5

Ownership			Address	Zip	Structure
City	Area 1	09002610.	2225 FARNSWORTH	48211	no
City	Area 1	09002611.	2231 FARNSWORTH	48211	
City	Area 1	09002612.	2237 FARNSWORTH	48211	no
City	Area 1	09002618.	2273 FARNSWORTH	48211	no
City	Area 1	09002619.001	2279 FARNSWORTH	48211	no
City	Area 1	09002754.	2255 E FERRY	48211	yes
City	Area 1	09002765.	2158 E PALMER	48211	no
City	Area 1	09002792.	2230 HENDRIE	48211	no
City	Area 1	09003718.	5729 CHENE	48211	yes
City	Area 1	09003720.	5717 CHENE	48211	yes
City	Area 1	09003721.	5709 CHENE	48211	yes
City	Area 1	09003723.	5571 CHENE	48211	no
City	Area 1	09003731.	5517 CHENE	48211	no
City	Area 1	09003732.	5511 CHENE	48211	no
City	Area 1	09003734.	5471 CHENE	48211	yes
City	Area 1	09003735.	5463 CHENE	48211	no
City	Area 1	09003741.	5427 CHENE	48211	no
City	Area 1	09003742.	5419 CHENE	48211	no
City	Area 1	09003743.	5415 CHENE	48211	no
City	Area 1	09003746.	5359 CHENE	48211	no
City	Area 1	09003754.	5245 CHENE	48211	no
City	Area 1	09003755.	5239 CHENE	48211	no
lity	Area 1	09003758.	5221 CHENE	48211	no
ity	Area 1	09003780.	4851 CHENE	48207	no
ity	Area 1	09003782.	4839 CHENE	48211	no
ity	Area 1	09003786.	4815 CHENE	48211	no
ity	Area 1	09003788.	4771 CHENE	48207	no
ity	Area 1	09003792.	4743 CHENE	48207	no
ity	Area 1	09004067.	4850 DUBOIS	48211	yes
ity	Area 1	09004087.	5200 DUBOIS	48211	no
ity .	Area 1	09004088.	5210 DUBOIS	48211	no
ity	Area 1	09004089.	5216 DUBOIS	48211	no
ity .	Area 1	09004090.	5220 DUBOIS	48211	no
ity	Area 1	09004091.	5228 DUBOIS	48211	no
	Area 1	09004092.	5236 DUBOIS	48211	no
		09004093.	5240 DUBOIS	48211	no
-		09004094.	5246 DUBOIS	48211	no
-		09004118.	5512 DUBOIS	48211	no
-		09004132.	5726 DUBOIS	48211	no
-		09002619.002L	2291 FARNSWORTH	48211	no
		09002787-9	2266 HENDRIE	48211	yes
		09004291-2	5101 DUBOIS	48211	no
		09003695.	5935 CHENE	48211	no
		09003696.	5927 CHENE	48211	no
ity A					
-		09003697.	5921 CHENE	48211	no

Ownership	Study Area	Parcel ID	Address	Zip	Structure
City	Area 3	09003705.	5845 CHENE	48211	no
City	Area 3	09003707.	5833 CHENE	48211	no
City	Area 3	09003708.	5827 CHENE	48211	no
City	Area 3	09004146.	5928 DUBOIS	48211	yes
City	Area 3	09004147.	5932 DUBOIS	48211	yes
City	Area 3	09004221.	5911 DUBOIS	48211	yes
City	Area 3	09004657.	5726 ST AUBIN	48211	no
DLBA	Area 1	09002428.	2280 E HANCOCK	48207	no
DLBA	Area 1	09002429.	2272 E HANCOCK	48207	no
DLBA	Area 1	09002430.	2266 E HANCOCK	48207	no
DLBA	Area 1	09002431.	2260 E HANCOCK	48207	no
DLBA	Area 1	09002433.	2248 E HANCOCK	48207	no
DLBA	Area 1	09002434.	2242 E HANCOCK	48207	no
DLBA	Area 1	09002435.	2236 E HANCOCK	48207	no
DLBA	Area 1	09002436.	2230 E HANCOCK	48207	no
DLBA	Area 1	09002437.	2226 E HANCOCK	48207	no
DLBA	Area 1	09002479.	2229 E HANCOCK	48207	no
DLBA	Area 1	09002480.	2237 E HANCOCK	48207	no
DLBA	Area 1	09002481.	2243 E HANCOCK	48207	no
DLBA	Area 1	09002482.	2249 E HANCOCK	48207	
DLBA	Area 1	09002485.	2265 E HANCOCK	48207	yes
DLBA	Area 1	09002485.	2273 E HANCOCK	48207	no
DLBA	Area 1	09002488.	2280 E WARREN		no
DLBA	Area 1	09002488.	2272 E WARREN	48207 48207	no
DLBA	Area 1	09002492.	2256 E WARREN		no
DLBA	Area 1	09002493.	2248 E WARREN	48207 48207	no
DLBA	Area 1	09002495.	2238 E WARREN		no
DLBA	Area 1	09002495.	2230 E WARREN	48207	no
DLBA	Area 1	09002497.	2224 E WARREN	48207	no
DLBA	Area 1	09002519.		48207	no
DLBA	Area 1	09002521.	2245 E WARREN	48207	no
			2257 E WARREN	48207	ņo
DLBA	Area 1	09002522.	2263 E WARREN	48207	no
DLBA	Area 1	09002527.	2274 THEODORE	48211	no
DLBA	Area 1	09002528.	2268 THEODORE	48211	no
DLBA	Area 1	09002529.	2262 THEODORE	48211	no
DLBA	Area 1	09002530.	2256 THEODORE	48211	no
DLBA	Area 1	09002531.	2248 THEODORE	48211	no
DLBA	Area 1	09002532.	2244 THEODORE	48211	no
DLBA	Area 1	09002533.	2236 THEODORE	48211	no
DLBA	Area 1	09002534.	2232 THEODORE	48211	no
	Area 1	09002535.	2228 THEODORE	48211	no
	Area 1	09002567.	2231 THEODORE	48211	no
	Area 1	09002569.	2243 THEODORE	48211	no
		09002570.	2247 THEODORE	48211	no
		09002571.	2255 THEODORE	48211	no
DLBA	Area 1	09002572.	2261 THEODORE	48211	no

Ownership	Study Area		Address	Zip	Structure
OLBA	Area 1	09002573.	2265 THEODORE	48211	no
DLBA	Area 1	09002574.	2271 THEODORE	48211	no
DLBA	Area 1	09002575.	2279 THEODORE	48211	no
DLBA	Area 1	09002620.	2280 FREDERICK	48211	no
DLBA	Area 1	09002621.	2272 FREDERICK	48211	no
DLBA	Area 1	09002623.	2262 FREDERICK	48211	no
DLBA	Area 1	09002624.	2254 FREDERICK	48211	no
DLBA	Area 1	09002625.	2250 FREDERICK	48211	no
DLBA	Area 1	09002626.	2244 FREDERICK	48211	no
DLBA	Area 1	09002627.	2238 FREDERICK	48211	no
DLBA	Area 1	09002629.	2224 FREDERICK	48211	no
DLBA	Area 1	09002655.	2233 FREDERICK	48211	no
DLBA	Area 1	09002657.	2243 FREDERICK	48211	no
DLBA	Area 1	09002658.	2249 FREDERICK	48211	no
DLBA	Area 1	09002659.	2255 FREDERICK	48211	no
DLBA	Area 1	09002662.	2273 FREDERICK	48211	no
LBA	Area 1	09002664.	2281 FREDERICK	48211	
)LBA	Area 1	09002665.	2282 E KIRBY	48211 48211	no
LBA	Area 1	09002666.	2276 E KIRBY		no
LBA	Area 1	09002667.		48211	no
			2272 E KIRBY	48211	no
	Area 1	09002668.	2266 E KIRBY	48211	no
	Area 1	09002669.	2260 E KIRBY	48211	no
	Area 1	09002670.	2256 E KIRBY	48211	no
	Area 1	09002671.	2250 E KIRBY	48211	no
	Area 1	09002672.	2244 E KIRBY	48211	no
	Area 1	09002674.	2232 E KIRBY	48211	no
	Area 1	09002675.	2224 E KIRBY	48211	no
	Area 1	09002707.	2225 E KIRBY	48211	no
	Area 1	09002712.	2257 E KIRBY	48211	no
	Area 1	09002713.	2261 E KIRBY	48211	no
	Area 1	09002714.	2267 E KIRBY	48211	no
		09002715.	2273 E KIRBY	48211	no
		09002716.	2277 E KIRBY	48211	no
		09002718.	2274 E FERRY	48211	no
LBA	Area 1	09002720.	2262 E FERRY	48211	no
LBA	Area 1	09002721.	2256 E FERRY	48211	no
LBA	Area 1	09002723.	2244 E FERRY	48211	no
LBA	Area 1	09002725.	2230 E FERRY	48211	yes
LBA	Area 1	09002778.	2225 E PALMER	48211	no
LBA	Area 1	09002779.	2231 E PALMER	48211	no
LBA .	Area 1	09002786.	2280 HENDRIE	48211	no
		09002793.	2224 HENDRIE	48211	no
		09003724.	5563 CHENE	48211	
		09003725.	5553 CHENE	48211	yes
		09003728.	5539 CHENE	48211	yes
		09003736.	5457 CHENE	48211	no

Ownership	Study Area		Address	Zip	Structure
DLBA	Area 1	09003747.	5347 CHENE	48211	no
DLBA	Area 1	09003749.	5333 CHENE	48211	no
DLBA	Area 1	09003760.	5209 CHENE	48211	no
DLBA	Area 1	09003770.	5039 CHENE	48211	yes
DLBA	Area 1	09003777.	4869 CHENE	48211	no
DLBA	Area 1	09004048.	4700 DUBOIS	48207	no
DLBA	Area 1	09004049.	4712 DUBOIS	48207	no
DLBA	Area 1	09004052.	4732 DUBOIS	48207	no
DLBA	Area 1	09004053.	4736 DUBOIS	48207	no
DLBA	Area 1	09004054.	4742 DUBOIS	48207	no
DLBA	Area 1	09004056.	4754 DUBOIS	48207	no
DLBA	Area 1	09004058.	4764 DUBOIS	48207	no
DLBA	Area 1	09004059.	4800 DUBOIS	48211	no
DLBA	Area 1	09004060.	4808 DUBOIS	48211	yes
DLBA	Area 1	09004063.	4826 DUBOIS	48211	no
DLBA	Area 1	09004065.	4838 DUBOIS	48211	no
DLBA	Area 1	09004066.	4846 DUBOIS	48211	no
DLBA	Area 1	09004068.	4856 DUBOIS	48211	no
DLBA	Area 1	09004069.	4862 DUBOIS	48211	no
DLBA	Area 1	09004070.	4868 DUBOIS	48211	no
DLBA	Area 1	09004071.	5000 DUBOIS	48211	no
DLBA	Area 1	09004072.	5006 DUBOIS	48211	no
DLBA	Area 1	09004073.	5012 DUBOIS	48211	no
DLBA	Area 1	09004074.	5018 DUBOIS	48211	no
DLBA	Area 1	09004075.	5024 DUBOIS	48211	no
DLBA	Area 1	09004077.	5036 DUBOIS	48211	no
DLBA	Area 1	09004078.	5042 DUBOIS	48211	no
DLBA	Area 1	09004079.	5100 DUBOIS	48211	no
DLBA	Area 1	09004080.	5106 DUBOIS	48211	no
DLBA	Area 1	09004081.	5112 DUBOIS	48211	no
DLBA	Area 1	09004082.	5118 DUBOIS	48211	no
DLBA	Area 1	09004083.	5126 DUBOIS	48211	no
DLBA	Area 1	09004084.	5132 DUBOIS	48211	no
DLBA	Area 1	09004085.	5138 DUBOIS	48211	no
DLBA	Area 1	09004086.	5142 DUBOIS	48211	no
DLBA	Area 1	09004095.	5300 DUBOIS	48211	no
DLBA	Area 1	09004096.	5308 DUBOIS	48211	no
	Area 1	09004097.	5314 DUBOIS	48211	no
DLBA	Area 1	09004100.	5332 DUBOIS	48211	no
	Area 1	09004101.	5338 DUBOIS	48211	no
		09004102.	5344 DUBOIS	48211	no
		09004103.	5350 DUBOIS	48211	no
		09004104.	5360 DUBOIS	48211	no
		09004105.	5400 DUBOIS	48211	no
		09004106.	5408 DUBOIS	48211	no
		09004107.	5416 DUBOIS	48211	
		05004107.	2410 DODOI2	48211	no

Ownership	Study Area		Address	Zip	Structure
DLBA	Area 1	09004108.	5420 DUBOIS	48211	no
DLBA	Area 1	09004110.	5432 DUBOIS	48211	no
DLBA	Area 1	09004112.	5444 DUBOIS	48211	no
DLBA	Area 1	09004113.	5450 DUBOIS	48211	no
DLBA	Area 1	09004115.	5468 DUBOIS	48211	no
DLBA	Area 1	09004116.	5500 DUBOIS	48211	no
DLBA	Area 1	09004117.	5508 DUBOIS	48211	no
DLBA	Area 1	09004119.	5520 DUBOIS	48211	no
DLBA	Area 1	09004120.	5526 DUBOIS	48211	no
DLBA	Area 1	09004123.	5544 DUBOIS	48211	no
DLBA	Area 1	09004126.	5562 DUBOIS	48211	yes
DLBA	Area 1	09004128.	5700 DUBOIS	48211	no
DLBA	Area 1	09004130.	5714 DUBOIS	48211	no
DLBA	Area 1	09004131.	5720 DUBOIS	48211	no
DLBA	Area 1	09004133.	5732 DUBOIS	48211	no
DLBA	Area 1	09004134.	5738 DUBOIS	48211	no
DLBA	Area 1	09004137.	5758 DUBOIS	48211	no
DLBA	Area 1	09004138.	5762 DUBOIS	48211	no
DLBA	Area 1	09004139.	5768 DUBOIS	48211	no
DLBA	Area 1	09004233.	5769 DUBOIS	48211	no
DLBA	Area 1	09004238.	5739 DUBOIS	48211	yes
DLBA	Area 1	09004239.	5731 DUBOIS	48211	no
DLBA	Area 1	09004242.	5713 DUBOIS	48211	no
DLBA	Area 1	09004243.	5709 DUBOIS	48211	no
DLBA	Area 1	09004244.	5703 DUBOIS	48211	no
DLBA	Area 1	09004245.	5571 DUBOIS	48211	no
DLBA	Area 1	09004249.	5543 DUBOIS	48211	yes
DLBA	Area 1	09004253.	5521 DUBOIS	48211	yes
DLBA	Area 1	09004257.	5471 DUBOIS	48211	no
DLBA	Area 1	09004258.	5463 DUBOIS	48211	no
DLBA	Area 1	09004259.	5457 DUBOIS	48211	no
DLBA	Area 1	09004260.	5451 DUBOIS	48211	no
DLBA	Area 1	09004261.	5445 DUBOIS	48211	no
DLBA	Area 1	09004262.	5439 DUBOIS	48211	no
DLBA	Area 1	09004263.	5433 DUBOIS	48211	no
DLBA	Area 1	09004264.	5427 DUBOIS	48211	no
	Area 1	09004265.	5421 DUBOIS	48211	no
		09004266.	5417 DUBOIS	48211	no
	Area 1	09004267.	5401 DUBOIS	48211	no
		09002516-7	2225 E WARREN	48207	no
		09002708-9	2233 E KIRBY	48211	no
		09002790-1	2236 HENDRIE	48211	no
		09002510.	2125 E WARREN	48207	no
		09002511.	2131 E WARREN	48207	no
		09002512.	2137 E WARREN	48207	no
		09002513.	2143 E WARREN	48207	
		0002010.		40207	no

Ownership	Study Area		Address	Zip	Structure
DLBA	Area 2	09002514.	2151 E WARREN	48207	no
DLBA	Area 2	09002515.	2157 E WARREN	48207	no
DLBA	Area 2	09002536.	2156 THEODORE	48211	yes
DLBA	Area 2	09002541.	2124 THEODORE	48211	no
DLBA	Area 2	09002562.	2137 THEODORE	48211	
DLBA	Area 2	09002563.	2143 THEODORE	48211	no
DLBA	Area 2	09002588.	2142 FARNSWORTH	48211	no
DLBA	Area 2	09002589.	2138 FARNSWORTH	48211	no
DLBA	Area 2	09002590.	2130 FARNSWORTH	48211	no
DLBA	Area 2	09002591.	2124 FARNSWORTH	48211	no
DLBA	Area 2	09002605.	2131 FARNSWORTH	48211	no
DLBA	Area 2	09002606.	2137 FARNSWORTH	48211	no
DLBA	Area 2	09002607.	2145 FARNSWORTH	48211	no
DLBA	Area 2	09002608.	2151 FARNSWORTH	48211	no
DLBA	Area 2	09002609.	2159 FARNSWORTH	48211	no
DLBA	Area 2	09002631.	2139 FARMSWORTH	48211	no
DLBA	Area 2	09002634.	2132 FREDERICK	48211	
DLBA	Area 2	09002635.	2124 FREDERICK		no
DLBA	Area 2	09004271.	5339 DUBOIS	48211	no
DLBA	Area 2	09004272.		48211	no
	Area 2		5333 DUBOIS	48211	no
		09004278.	5245 DUBOIS	48211	no
	Area 2	09004279.	5233 DUBOIS	48211	no
	Area 2	09004280.	5227 DUBOIS	48211	no
	Area 2	09004281.	5221 DUBOIS	48211	no
	Area 2	09004282.	5217 DUBOIS	48211	no
	Area 2	09004283.	5209 DUBOIS	48211	no
	Area 2	09004285.	5143 DUBOIS	48211	no
		09004286.	5139 DUBOIS	48211	no
		09004290.	5113 DUBOIS	48211	no
		09004293.	5043 DUBOIS	48211	no
		09004294.	5037 DUBOIS	48211	no
		09004295.	5031 DUBOIS	48211	no
LBA	Area 2	09004297.	5021 DUBOIS	48211	no
LBA	Area 2	09004298.	5015 DUBOIS	48211	no
LBA	Area 2	09004300.	5001 DUBOIS	48211	no
LBA	Area 2	09004596.	5008 ST AUBIN	48211	no
LBA	Area 2	09004597.	5014 ST AUBIN	48211	no
LBA	Area 2	09004599.	5024 ST AUBIN	48211	no
LBA	Area 2	09004600.	5030 ST AUBIN	48211	no
		09004602.	5042 ST AUBIN	48211	no
		09004606.	5120 ST AUBIN	48211	no
		09004607.	5126 ST AUBIN	48211	no
		09004609.	5138 ST AUBIN	48211	no
		09004610.	5142 ST AUBIN	48211	no
LBA /				10222	
	Area 2	09004622.	5314 ST AUBIN	48211	no

Ownership		Parcel ID	Address	Zip	Structure
DLBA	Area 2	09004624.	5326 ST AUBIN	48211	no
DLBA	Area 2	09004626.	5340 ST AUBIN	48211	no
DLBA	Area 2	09004627.	5346 ST AUBIN	48211	no
DLBA	Area 2	09004628.	5350 ST AUBIN	48211	no
DLBA	Area 2	09002636-48	2125 FREDERICK	48211	no
DLBA	Area 2	09004287-8	5127 DUBOIS	48211	no
DLBA	Area 3	09002703.	2131 HOMESTEAD PL	48211	
DLBA	Area 3	09002704.	2139 HOMESTEAD PL	48211	
DLBA	Area 3	09002705.	2145 HOMESTEAD PL	48211	
DLBA	Area 3	09002706.	2151 HOMESTEAD PL	48211	
DLBA	Area 3	09002727.	2153 HOMESTEAD PL	48211	
DLBA	Area 3	09002728.	2154 E FERRY	48211	no
DLBA	Area 3	09002729.	2150 E FERRY	48211	no
DLBA	Area 3	09002730.	2144 E FERRY	48211	no
DLBA '	Area 3	09002732.	2130 E FERRY	48211	no
DLBA	Area 3	09002748.	2125 E FERRY	48211	no
DLBA	Area 3	09002749.	2133 E FERRY	48211	no
DLBA	Area 3	09002750.	2139 E FERRY	48211	no
DLBA	Area 3	09002751.	2145 E FERRY	48211	no
DLBA	Area 3	09002752.	2149 E FERRY	48211	no
DLBA	Area 3	09002753.	2157 E FERRY	48211	no
DLBA	Area 3	09002756.	2130 KELLOGG PL	48211	
LBA	Area 3	09002757.	2136 KELLOGG PL	48211	no
LBA	Area 3	09002760.	2150 KELLOGG PL		no
LBA	Area 3	09002761.	2145 KELLOGG PL	48211	no
	Area 3	09002762.	2143 KELLOGG PL	48211	no
LBA	Area 3	09002763.	2133 KELLOGG PL	48211	no
	Area 3			48211	no
		09002764.	2127 KELLOGG PL	48211	no
	Area 3	09002766.	2154 E PALMER	48211	no
	Area 3	09002767.	2148 E PALMER	48211	no
	Area 3	09002768.	2142 E PALMER	48211	no
		09002770.	2130 E PALMER	48211	no
		09002771.	2124 E PALMER	48211	no
		09002772.	2125 E PALMER	48211	no
		09002777.	2157 E PALMER	48211	no
		09002794.	2156 HENDRIE	48211	no
		09002795.	2150 HENDRIE	48211	no
		09002796.	2144 HENDRIE	48211	no
LBA	Area 3	09002797.	2138 HENDRIE	48211	no
LBA	Area 3	09002798.	2132 HENDRIE	48211	no
LBA	Area 3	09002799.	2124 HENDRIE	48211	no
LBA	Area 3	09002800.	2123 HENDRIE	48211	no
LBA	Area 3	09002801.	2131 HENDRIE	48211	no
LBA	Area 3	09002803.	2143 HENDRIE	48211	no
LBA	Area 3	09002804.	2149 HENDRIE	48211	no
		09002806.	2219 HENDRIE	48211	no

Ownership	Study Area	Parcel ID	Address	Zip	Structure
DLBA	Area 3	09002807.	2225 HENDRIE	48211	yes
DLBA	Area 3	09002808.	2231 HENDRIE	48211	yes
DLBA	Area 3	09002818.	2156 MEDBURY	48211	no
DLBA	Area 3	09002819.	2150 MEDBURY	48211	no
DLBA	Area 3	09002820.	2144 MEDBURY	48211	no
DLBA	Area 3	09002821.	2138 MEDBURY	48211	no
DLBA	Area 3	09002822.	2130 MEDBURY	48211	no
DLBA	Area 3	09002823.	2126 MEDBURY	48211	no
DLBA	Area 3	09002841.	2237 MEDBURY	48211	no
DLBA	Area 3	09002842.	2243 MEDBURY	48211	no
DLBA	Area 3	09002843.	2251 MEDBURY	48211	no
DLBA	Area 3	09002848.	2289 MEDBURY	48211	no
DLBA	Area 3	09002853.	2254 E EDSEL FORD	48211	no
DLBA	Area 3	09002855.	2244 E EDSEL FORD	48211	no
DLBA	Area 3	09002856.	2238 E EDSEL FORD	48211	no
DLBA	Area 3	09002857.	2232 E EDSEL FORD	48211	no
DLBA	Area 3	09003706.	5839 CHENE	48211	yes
DLBA	Area 3	09004142.	5902 DUBOIS	48211	no
DLBA	Area 3	09004144.	5916 DUBOIS	48211	no
DLBA	Area 3	09004148.	5938 DUBOIS	48211	no
DLBA	Area 3	09004216.	5941 DUBOIS	48211	no
DLBA DLBA	Area 3	09004217.	5933 DUBOIS	48211	no
DLBA	Area 3 Area 3	09004219. 09004227.	5923 DUBOIS 5847 DUBOIS	48211	no
	Area 3	09004230.	5827 DUBOIS	48211 48211	yes
	Area 3	09004630.	5400 ST AUBIN	48211	yes no
	Area 3	09004631.	5416 ST AUBIN	48211	no
	Area 3	09004632.	5422 ST AUBIN	48211	no
DLBA	Area 3	09004633.	5428 ST AUBIN	48211	no
DLBA	Area 3	09004635.	5440 ST AUBIN	48211	no
DLBA	Area 3	09004636.	5446 ST AUBIN	48211	no
DLBA	Area 3	09004637.	5450 ST AUBIN	48211	no
DLBA	Area 3	09004638.	5456 ST AUBIN	48211	no
DLBA	Area 3	09004639.	5464 ST AUBIN	48211	no
DLBA	Area 3	09004647.	5538 ST AUBIN	48211	no
DLBA	Area 3	09004648.	5544 ST AUBIN	48211	no
	Area 3	09004649.	5548 ST AUBIN	48211	no
DLBA	Area 3	09004650.	5556 ST AUBIN	48211	no
	Area 3	09004651.	5562 ST AUBIN	48211	no
	Area 3	09004653.	5700 ST AUBIN	48211	no
	Area 3	09004654.	5706 ST AUBIN	48211	no
	Area 3	09004656.	5720 ST AUBIN	48211	no
	Area 3	09004661.	5750 ST AUBIN	48211	no
	Area 3	09004662.	5756 ST AUBIN	48211	no
		09004663.	5762 ST AUBIN	48211	no
DLBA	Area 3	09004664.	5770 ST AUBIN	48211	no

Ownership	Study Area	Parcel ID	Address	Zip	Structure
DLBA	Area 3	09004670.	5834 ST AUBIN	48211	no
DLBA	Area 3	09004671.	5840 ST AUBIN	48211	no
DLBA	Area 3	09004672.	5848 ST AUBIN	48211	no
DLBA	Area 3	09004673.	5852 ST AUBIN	48211	no
DLBA	Area 3	09004674.	5858 ST AUBIN	48211	no
DLBA	Area 3	09004676.	5870 ST AUBIN	48211	no
DLBA	Area 3	09004678.	5910 ST AUBIN	48211	no
DLBA	Area 3	09004680.	5922 ST AUBIN	48211	no
DLBA	Area 3	09004681.	5926 ST AUBIN	48211	no
DLBA	Area 3	09002859-64	2222 E EDSEL FORD	48211	no
DLBA	Area 3	09004150-66	5952 DUBOIS	48211	yes
DLBA	Area 3	09004690-726	6190 ST AUBIN	48211	no

EXHIBIT B

RECOVERY PARK PROJECT AREAS

The terms Area 1, Area 2 and Area 3 used herein are geographically defined per the following map.

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RECOVERY PARK STUDY AREAS PROPERTIES IN PUBLIC OWNERSHIP, BY OWNER - OCTOBER 8, 2015



