Janice M. Winfrey
City Clerk

Comments.

City of Detroit OFFICE OF THE CITY CLERK

Caven West
Deputy City Clerk/Chief of Staff

DEPARTMENTAL REFERENCE COMMUNICATION

Monday, August 20, 2018

To:

The Department or Commission Listed Below

From:

Janice M. Winfrey, 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.

PLANNING AND DEVELOPMENT DEPARTMENT DPW - CITY ENGINEERING DIVISION

Midtown Hospitality, LLC, request to vacate two public alleys within Units 1 and 2 of Wayne County Condominium Subdivision Plan No. 1025 or the Bicentennial Tower Site Condominium.





PROFESSIONAL ENGINEERING ASSOCIATES, INC.

Civil Engineers | Land Surveyors | Landscape Architects

Corporate Office • 2430 Rochester Court • Sulte 100 • Troy, MI 48083 (P) 248.689.9090 • (F) 248.689.1044 • www.peainc.com

August 17, 2018 PEA Project No. 2017-428

Detroit City Council City of Detroit C/O City Clerk's Office Coleman A. Young Municipal Center 2 Woodward Ave., Suite 200 Detroit, MI 48226

RE:

Request to Vacate Two (2) Public Utility Easements within a Units 1 and 2 of Wayne County

Condominium Subdivision Plan No. 1025. Bicentennial Tower Site Condominium City of Detroit, MI

Dear Council Members:

It is requested on behalf of Midtown Hospitality, LLC that the City of Detroit allow the vacation of a 20 feet wide public utility easement and a portion of a second public utility easement. This easement consists of the north 50 feet of the public utility easement created from the vacation of Martin Place.

The proposed development will require the developer to abandon and/or relocate an existing combined sewer and watermain along its southern property boundary. The new water and sewer will be located in the southern 50 feet of the existing easement as recorded in L.19378 Pg707 of the Wayne County Register of Deeds.

The second easement, recorded in L90 Pg.89, will require the relocation of a sanitary sewer.

The addresses being affected by the vacation are

3922 Woodward Avenue

3800 Woodward Avenue

3780 Woodward Avenue

3750 Woodward Avenue

4 E Alexandrine Street

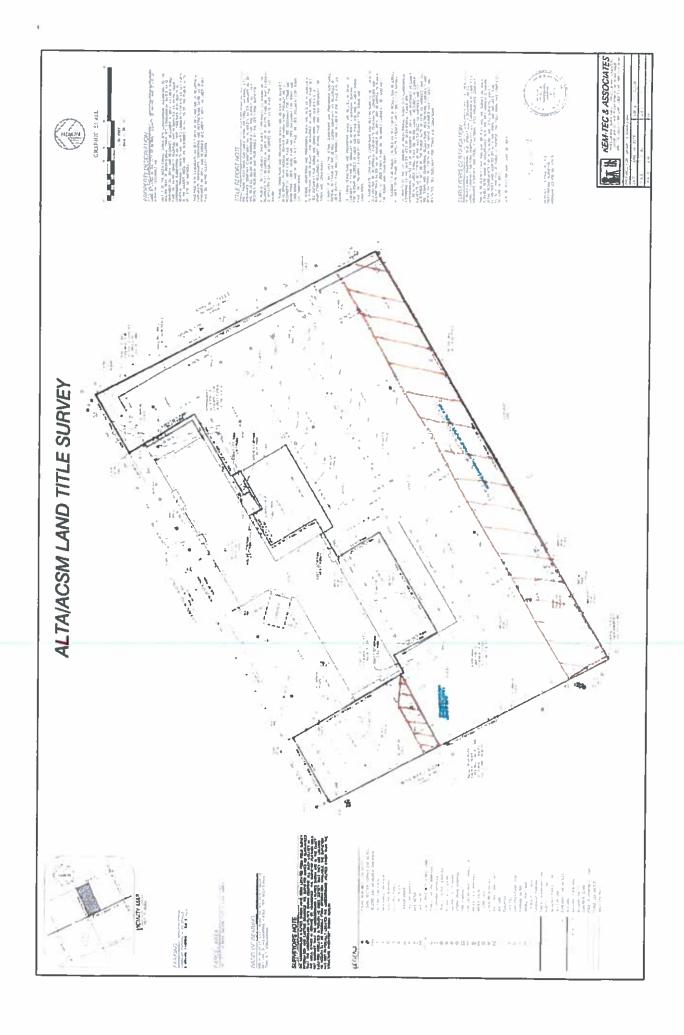
We appreciate your consideration of our request. Please contact the undersigned at your convenience with any questions or comments.

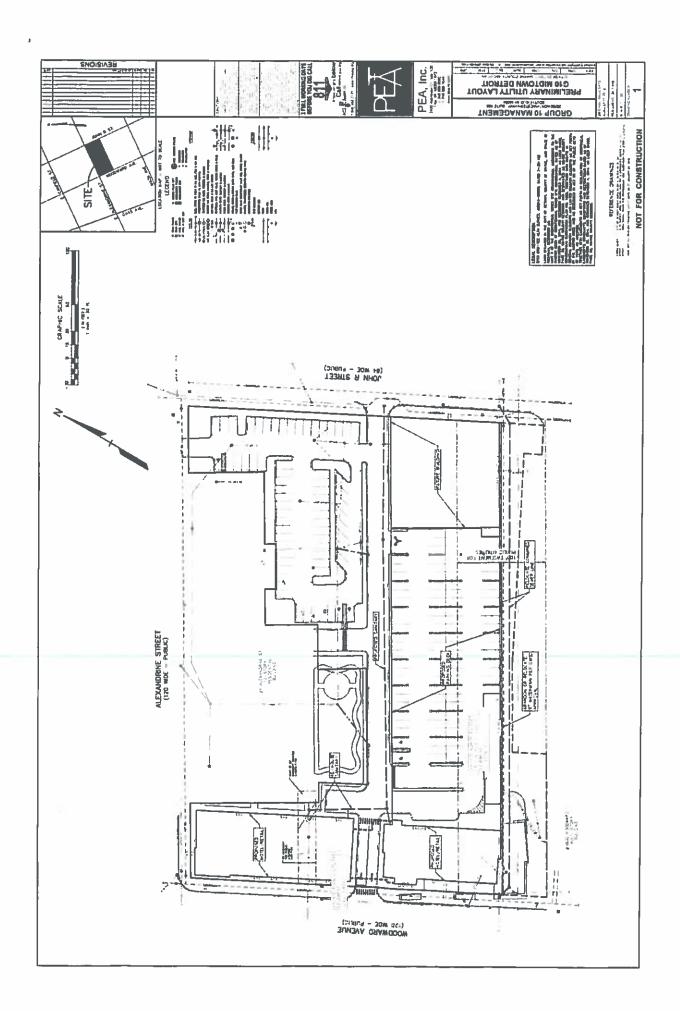
Sincerely,

Doug Kennedy, PE Project Engineer

dkennedy@peainc.com

encl: Alta Survey; Preliminary Utility Layout; Master Deed of Wayne County Condominium Plan No. 1025





Bernard J. Youngblood Wayne County Register of Deeds 2014468826 L: 51892 P: 35 12/04/2014 11:53 AM MDC Total Pages: 20

. DEC -4, AMI1: 53

DATE NOV 2 5 2014

BY SIX A/L/U

AMY L MILLER-VANDAWAKER

PLAT ENGINEER

MASTER DEED Bicentennial Tower Site Condominium Wayne County Condominium Subdivision Plan No. 1025

This Master Deed (this "Master Deed") is made and executed as of the 25th day of November, 2014, by Bicentennial Woodward Development LLC, a Delaware limited liability company, as Developer (hereinafter defined), whose address is c/o GHC Housing Partners. 15301 Ventura Boulevard, Building B. Suite 570. Sherman Oaks, California 91403, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

RECITALS:

- A. Developer has obtained the consent to this Master Deed of the owner of certain real property legally described in Article II below located in the City of Detroit, Wayne County, Michigan, which is currently improved with a building and related improvements and is anticipated to be further developed with additional buildings and related improvements (collectively, the "Project").
- B. To assure the cohesive operation and use of the separately owned/operated components of the Project, Developer has recorded the Declaration (as defined below) with the Wayne County Register of Deeds for purposes of ensuring the efficient, harmonious and beneficial use, operation and maintenance of the Project.
- C. To further facilitate the separate ownership, as provided in the Declaration, of the various areas that collectively comprise the Project, the Developer desires by recording this Master Deed, together with the Bylaws and the Condominium Subdivision Plan (each as defined below), to subdivide that portion of the overall Project property legally described in Article II and to establish it and the appurtenances thereto as a multi-use business condominium under the provisions of the Act (as defined below).

NOW, THEREFORE, the Developer does, upon the recording hereof, establish the Project as a multi-use business condominium under the Act and does declare that the Project property legally described in Article II, and all appurtenances thereto and all buildings and other structures and improvements constructed or to be constructed thereon from time to time shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in the Declaration, this Master Deed, the Bylaws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons owning, leasing or otherwise

This is to certify that there are no definquent property toxes as of this date ownd to our office on this property. No representation is made هـ إلم عند المعالم عند المعالم of any tax lians or titles owed to any other entities.

AIL WAYNE COUNTY TREASURER COM

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now having or subsequently acquiring an interest in the Condominium (as defined below), their grantees, successors, heirs, personal representatives and assigns.

ARTICLE I

TITLE AND NATURE

The Condominium shall be known as Bicentennial Tower Site Condominium, Wayne County Condominium Subdivision Plan No. 1025 . The Condominium is established on the real estate described in Article II hereto in accordance with the Act. The architectural plans and specifications for the Condominium were (or will be) filed with the City of Detroit. The Units (as defined below) contained in the Condominium, including the number, boundaries, dimensions and areas thereof, are set forth completely in the Condominium Subdivision Plan. Each Owner (as defined below) in the Condominium shall have an exclusive right to its Unit and shall have undivided and inseparable rights to share with other Owners the Common Elements (as defined below), if any, of the Condominium that are designated in any subsequent amendments to this Master Deed.

ARTICLE II

LEGAL DESCRIPTION

The land which comprises the Condominium established by this Master Deed is a parcel of land in the City of Detroit, Wayne County, Michigan described as follows:

LOTS 1, 2, 3 AND 4, EXCEPT THAT PART TAKEN FOR WOODWARD AVENUE, INCLUDING ADJOINING 1/2 OF VACATED MARTIN PLACE AND ALSO INCLUDING 1/2 OF THE VACATED ALLEY AT THE REAR THEREOF, "HARPER'S HOSPITAL SUBDIVISION OF THE WEST PART OF PARK LOTS 24 AND 25", AS RECORDED IN LIBER 8 OF PLATS, PAGE 53, WAYNE COUNTY RECORDS: ALSO LOT 21 AND NORTHERLY 1/2 OF VACATED MARTIN PLACE ADJACENT THERETO, "MEDICAL CENTER URBAN RENEWAL PLAT NO. 2, PART OF PARK LOTS 25 THROUGH 30 AND PART OF P.C.'S 1, 2, AND 5" AS RECORDED IN LIBER 90 OF PLATS, PAGES 89 THROUGH 91, WAYNE COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 21, SAID POINT ALSO BEING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ALEXANDRINE AVENUE (120 FT. WIDE) AND THE WESTERLY LINE OF JOHN R. STREET (84 FT. WIDE); THENCE S. 27° 08' 32" E., 353.77 FEET ALONG THE EASTERLY LINE OF SAID LOT 21 AND ITS EXTENSION THEREOF TO A POINT ON THE CENTERLINE OF VACATED MARTIN PLACE (100 FT. WIDE), SAID POINT ALSO BEING ON THE WESTERLY LINE OF JOHN R. STREET (84 FT. WIDE); THENCE S. 59° 25' 26" W., 525.98 FEET ALONG SAID CENTERLINE OF VACATED MARTIN PLACE (100 FT. WIDE) TO A POINT ON THE EASTERLY LINE OF WOODWARD AVENUE AS WIDENED (120 FT. WIDE); THENCE N. 27° 10' 34" W., 353.76 FEET ALONG THE EASTERLY LINE OF WOODWARD AVENUE AS WIDENED (120 FT. WIDE) AND IN PART ALONG THE WESTERLY LINE OF SAID LOTS 1, 2, 3 AND 4, EXCEPT THAT PART TAKEN FOR WOODWARD AVENUE. AND IN PART ALONG SAID LOT 21 TO THE NORTHWEST CORNER OF SAID LOT 21, SAID POINT BEING AT THE INTERSECTION OF THE EASTERLY LINE OF WOODWARD AVENUE AS WIDENED (120 FT. WIDE) AND THE SOUTHERLY LINE OF ALEXANDRINE AVENUE (120 FT. WIDE); THENCE N. 59° 25' 26" E., 526.19 FEET ALONG THE NORTH LINE OF SAID LOT 21 AND SAID SOUTHERLY LINE OF ALEXANDRINE AVENUE (120 FT. WIDE) TO THE POINT OF BEGINNING AND CONTAINING 4.26 ACRES.

OLOGO 4203-4-3922

OLOGO 4205-4 E. Alexandria

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PERASSESSORS

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ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed but are or may be used in various other instruments that reference this Master Deed or the liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in the Project as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows, unless otherwise defined therein:

- Section 1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended and superseded from time to time.
- Section 2. <u>Administrator</u>. "<u>Administrator</u>" means the person designated under Section 54(1) of the Act to administer the affairs of the Condominium and the Owner of Unit 1 shall serve as the Administrator, until such time as an association may be established, if ever, for the Condominium. Any references to an association in the Condominium Documents, the Act or elsewhere shall be deemed to be a reference to the acting Administrator from time to time if no association has been established.
- Section 3. <u>Bylaws</u>. "<u>Bylaws</u>" means the bylaws attached hereto as <u>Exhibit A</u> and made a part hereof, being the Bylaws that are required by Section 3(9) of the Act to be recorded as part of the Master Deed, as may be amended, modified, supplemented, and replaced from time to time.
- Section 4. <u>Common Elements</u>. "<u>Common Elements</u>" shall mean any shown on Exhibit B, all of the real property legally described in Article II to the extent not within a Unit, all appurtenances thereto and all buildings and other structures and improvements constructed or to be constructed thereon from time to time to the extent not within a Unit, expressly excluding the Units and any improvements that are a part of a Unit.
- Section 5. <u>Condominium</u>. <u>"Condominium"</u> means the real estate legally described in Article II, all appurtenances thereto and all buildings and other structures and improvements constructed or to be constructed thereon from time to time established as a condominium in conformity with the provisions of the Act by this Master Deed.
- Section 6. <u>Condominium Documents</u>. "<u>Condominium Documents</u>" collectively means and includes this Master Deed, the Declaration, the Bylaws, the Condominium Subdivision Plan, and the articles of incorporation, bylaws, and rules and regulations of an association, if and when an association may be established pursuant to the Condominium Documents, if ever, to administer the affairs of the Condominium, as such may be amended, modified, supplemented, and replaced from time to time.
- Section 7. <u>Condominium Subdivision Plan</u>. "<u>Condominium Subdivision Plan</u>" means the subdivision plan attached hereto as <u>Exhibit B</u> and made a part hereof, as may be amended, modified, supplemented, and replaced from time to time.
- Section 8. <u>Co-owner or Owner.</u> "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own fee title to one or more Units in the Condominium. No tenant or occupant of the Condominium or any portion thereof shall, solely by virtue of such tenancy or occupancy, be a Co-owner. The term "Owner", wherever used, shall be synonymous with the term "<u>Co-owner</u>." as that term is defined and used in the Act.

- Section 9. <u>Declaration</u>. "<u>Declaration</u>" means that certain Declaration of Reciprocal Easements entered into by Developer and recorded with the Wayne County Register of Deeds, as may be amended, modified, supplemented, and replaced from time to time, which Declaration provides a system of easements, restrictions and covenants for the operation and maintenance of all land, buildings and other improvements included or to be included in the Project development which constitutes the Condominium.
- Section 10. <u>Developer</u>. "<u>Developer</u>" means Bicentennial Woodward Development LLC, a Delaware limited liability company, which has made and executed this Master Deed, and each successor, as reflected in an assignment of Developer Rights duly recorded in the Office of the Wayne County Register of Deeds.
- Section 11. <u>Unit or Condominium Unit</u>. "<u>Unit</u>" or "<u>Condominium Unit</u>" each mean the space within the boundaries of each condominium unit in the Project, as such boundaries are described in Article V hereof and on the Condominium Subdivision Plan, together with and inseparable from the right to construct, operate, maintain and replace improvements within such space, subject only to all applicable laws and to the Declaration and the other Condominium Documents, and shall have the same meaning as the term "<u>Condominium Unit</u>" as defined in the Act. In no event shall such improvements on, under or within a Unit be considered Common Elements.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Condominium, if such Common Elements are ever established, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

- Section 1. <u>General Common Elements</u>. There are no General Common Elements (as defined in the Act) in the Condominium as initially established. The Declaration establishes various easements interests of the Owners in the Units and the Project. General Common Elements may be established by amendment to this Master Deed duly approved, executed and recorded in accordance with the terms hereof.
- Section 2. <u>Limited Common Elements</u>. There are no Limited Common Elements (as defined in the Act) in the Condominium as initially established. Limited Common Elements may be established by amendment to this Master Deed duly approved, executed and recorded in accordance with the terms hereof.
- Section 3. Responsibilities. The responsibilities for the maintenance, repair and replacement of the Common Elements, if any, shall be provided for in the amendments to this Master Deed so establishing such Common Elements. The responsibilities for the maintenance, repair and replacement of certain easements benefiting the Condominium and/or certain Units or portions thereof in the Condominium are established in the Declaration. The costs of maintenance, repair and replacement of each Unit and all of its appurtenances shall be borne by the Owner thereof; PROVIDED, HOWEVER, the purpose in establishment of the Condominium is primarily to effect a division of the land and air space of which the Project is comprised for purposes of separate ownership, use and operation, subject to the Declaration. There is no intent herein or in the Bylaws to vary or contradict the provisions of the Declaration, which establishes the provisions for governance of the Project and for use of and for sharing of the costs of operation, maintenance, repair and replacement of certain jointly used and other areas thereof as defined in the Declaration. Accordingly, in the event of any conflict between the provisions of

this Master Deed and the Bylaws on the one hand and the Declaration on the other hand, the provisions of the Declaration shall control.

No Owner shall use its Unit or the Common Elements (if any) in any manner inconsistent with the purposes of the Condominium or in any manner which will prevent any Unit from qualifying as a "business condominium unit" (as defined in the Act) or which will unreasonably interfere with or impair the rights of any other Owner in the use and enjoyment of its Unit or the Common Elements (if any).

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. <u>Description of Units</u>. The Condominium has two (2) Units, which are defined and described in the Condominium Subdivision Plan. Within each Unit, an Owner may construct, maintain, repair and replace such buildings and other improvements as are permitted by local codes and ordinances and by the Declaration. Each Unit shall include all that land, if any, and air rights space located within the Unit boundaries, as shown on the Condominium Subdivision Plan.

Section 2. Percentage of Value. The percentage of value assigned to each Unit solely for purposes of this Master Deed, the Bylaws and the Act is set forth below. The percentages of value were determined with reference to the relative areas of buildings and improvements constructed or to be constructed within the Units included in the Project. The percentage of value assigned to each Unit shall be determinative of the proportionate number of votes of each Owner, each Owner's respective share of the Common Elements (if any) of the Condominium and each Owner's respective share in the proceeds and expenses of administration, all to be apportioned, assessed and collected in accordance with the provisions of the Declaration.

Unit No.	Percentage of Value
1	51%
2	49%
Total:	100%

The method for determining the Percentage of Value is the Developer's determination of the density for each Unit and Developer's best estimate of the impact that each Unit has on the overall Condominium. Based upon that estimation, Developer determined that the Units were nearly equal, but that Unit I has a slightly greater impact on the Condominium.

ARTICLE VI

EASEMEN'S AND OTHER MATTERS

Section I. <u>Easements for Facilities</u>. As provided in the Declaration and as shown on the Condominium Subdivision Plan, there are easements to, through and over the entire Condominium, for the continuing maintenance and repair of various facilities, utilities and other improvements in the Condominium and for the use of certain areas within the respective Units. Additionally, any easements shown on the Site Plan shall be incorporated by reference herein.

Section 2. Other Rights Retained by Developer. The Developer shall have and maintain all rights and powers reserved for the "Declarant" under the Declaration. The Developer further reserves the right, with the written consent of at least fifty-one percent (51%) of the Owners (based upon percentage of value), to grant easements for utilities over, under and across the Condominium to appropriate

governmental agencies or public utility companies, and to transfer title to utilities to governmental agencies or to utility companies, subject to the conditions and restrictions set forth in the Declaration. Any such easement or transfer of title may be made by the Developer without the consent of any mortgagee or other person and shall be evidenced by an appropriate amendment to the Declaration or this Master Deed and, if required under the Act, the Condominium Subdivision Plan recorded with the Wayne County Register of Deeds. All of the mortgagees of Units and other persons who have or obtain an interest in the Condominium from time to time (except Owners) shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed and the Declaration as may be required to effectuate the foregoing grant of easement, dedication or transfer of title.

ARTICLE VII

AMENDMENT.

This Master Deed, together with the Bylaws and the Condominium Subdivision Plan, may be amended only with the written consent of one hundred percent (100%) of all of the Owners from time to time, except that:

- Section 1. <u>Modification of Units or Common Elements</u>. No Unit dimension may be modified in any material way without the consent of the Owner and mortgagee of such Unit, nor may the nature or extent of the Common Elements (if any) or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Owner and mortgagee of any Unit to which the same are appurtenant; provided, however, no consent shall be necessary for correction of clerical and/or similar typographical errors, e.g., in connection with the dimensions of any Unit.
- Section 2. <u>Mortgagee Consent.</u> Whenever a proposed amendment would adversely alter or change the rights of any mortgagee, then such amendment shall require the written approval of such mortgagee, except as otherwise required or permitted by the Act.
- Section 3. By the Developer. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, without the written consent of the Owners or any Unit mortgagee, to amend this Master Deed, without approval of any mortgagee for the purposes of correcting survey or other errors unless the amendment would materially diminish the rights of an Owner or mortgagee, in which event Owner and/or mortgagee consent shall be required as provided above.
- Section 4. <u>Change in Percentage of Value</u>. The value of the vote of any Owner and the corresponding proportion of common expenses assessed against such Owner's Unit shall not be modified without the written consent of such Owner and its mortgagee (if any), nor shall the percentage of value assigned to any Unit be modified without like consent.
- Section 5. <u>Termination, Vacation, Revocation or Abandonment</u>. The Condominium may not be terminated, vacated, revoked or abandoned without the written consent of one hundred percent (100%) of all of the Owners and their respective mortgagees (if any).
- Section 6. <u>Amendments To Be Consistent With Declaration</u>. There shall be no amendment of the Master Deed, the Bylaws or the Condominium Subdivision Plan which contravene or are inconsistent with the terms and provisions of the Declaration, and all Owners and their respective Units shall be subject to the Declaration.

ARTICLE VIII

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by Developer to any mortgagee for collateral purposes without the consent of any Owner or any of its mortgagees. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Wayne County Register of Deeds.

ARTICLE IX

MISCELLANEOUS

All recitals and exhibits to this Master Deed are hereby incorporated by reference. Wherever a transfer occurs in the ownership of any Unit, the transferor shall have no further liability for breach of covenant occurring thereafter. Wherever a transfer occurs in the party serving as Developer or Administrator hereunder, the transferor shall have no further liability for breach of covenant occurring thereafter. Each Owner agrees to look solely to the interest of the other Owner in its respective Unit for the recovery of any judgment from such Owner, it being agreed that the Owner of any such Unit and its partners, directors, officers, members, managers or shareholders shall never be personally liable for such judgment. Invalidation of any of the provisions of the covenants, conditions and restrictions contained in this Master Deed or the Bylaws, whether by order of court of competent jurisdiction, or otherwise, shall in no way affect any of the provisions which shall remain in full force and effect. Notwithstanding the foregoing, nothing herein shall relieve Developer of any continuing liability or obligation that it may have with respect to any mortgagee of Developer, if applicable, that becomes a subsequent Owner of all or any portion of the Condominium unless otherwise agreed to in writing by such mortgagee.

[The balance of this page has been left blank intentionally.]

IN WITNESS WHEREOF, Declarant has caused this Master Deed to be executed as of the day and year first above written.

> Bicentennial Woodward Development LLC, a Delaware limited liability company

Notary Public, _____County, ____

Ils: Manager STATE OF _____ COUNTY OF _____ On this _____day of _______, 2014, the foregoing Master Deed was acknowledged before me by _______, THE ______ of Bicentennial Woodward Development LLC, a Delaware limited liability company, on behalf of the company.

> [Acknowledgement, Agreement and Consent of Owner and Acknowledgement, Agreement and Consent of Mortgagee Follow]

Print Name: __

My Commission Expires

Please see attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189 ***********************************		
,	<u> </u>	
State of California	}	
County of 105 ANGELES	}	
On 11-19-14 before me, Ph;	lans Mariko Page, Notary Public Here Insert Name and Title of the Officer	
personally appeared Gregory F. P.	erlman	
	Priman Name(s) of Signer(s)	
PHILANA MARIKO PAGE Commission 2034594 Notary Public - California Los Arigeles County	who proved to me on the basis of satisfactor evidence to be the person(s) whose name(s) is/ar subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that be his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	
My Comm. Expless Jul 26, 2017	I certify under PENALTY OF PERJURY under the law of the State of California that the foregoing paragraph is true and correct.	
	WITNESS my hand and official seal.	
Dioce Matery Seel Above	Signature:	
Place Notary Seal Above	Signature of Notary Public	
OP		
	s information can deter alteration of the document or s form to an unintended document.	
Description of Attached Document		
Title or Type of Document:	Document Date:	
	n Named Above:	
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:	
Corporate Officer — Title(s):		
Partner — Limited : General	Partner — 11 Limited) General	
Individual Attorney in Fact	Individual Attorney in Fact	
Trustee Guardian or Conservator Other:	Trustee Guardian or Conservator Other:	
Signer Is Representing:		

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SIGNATURE PAGE TO MASTER DEED CONSENT OF FEE OWNER

Acknowledgement, Agreement and C

Acknowledgement, Agreement and Consent	tot Owner:
The undersigned owner of the property affected	, hereby acknowledges, agrees and
interest to the Master Deed and agrees to be bo	e undersigned hereby subordinates and subjects its fee ound by the terms hereof so long as an owner of a Unit
	BICENTENNIAL INVESTORS LIMITED DIVIDEND HOUSING ASSOCIATION LLC, a Michigan limited liability company
	By: Bicentennial Investors Manager LLC, a Delaware limited liability company, its manager
	By: Gregory F. Perlman, its manager
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:)
01110111	6 1

On 11-19-14. 2014 before me, Philana Mariko Page Notary Public, personally appeared Gregory F. Perlman, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Signature of Notary Public

WITNESS my hand and official seal.

PHILANA MARIKO PAGE Commission # 2034594 Notary Public - California Las Angeles County My Comm. Expires Jul 25, 2017 [Seal]

[Acknowledgement, Agreement and Consent of Mortgagee Follows]

SIGNATURE PAGE TO MASTER DEED CONSENT OF MORTGAGEE

Acknowledgement, Agreement and Consent of Mortgagee:

The undersigned mortgagee, MIDLAND NATIONAL LIFE INSURANCE COMPANY, an Iowa corporation whose address is One Sammons Plaza, Sioux Falls, South Dakota 57193, is the holder of that certain mortgage dated as of August 1, 2013, recorded August 23, 2013 in Liber 50991, Page 434 in Wayne County Records, which encumbers the real property described in this Master Deed, hereby acknowledges and consents to the foregoing Master Deed.

By: Guggenheim Partners Investment
Management, LLC, as Investment Adviser
for Midland National Life Insurance
Company

MIDLAND NATIONAL LIFE INSURANCE COMPANY, an lown corporation *

Name: WILLIAM BENNETT
Its: MANAGING DIRECTOR

STATE OF MISSOURI) ss. COUNTY OF ST LOUIS)

The foregoing instrument was acknowledged before me this 27th day of OCTOBER, 2014 by WILLIAM BENNETT, the MANAGING DIRECTOR of Midland National Life Insurance Company, an Iowa corporation, on behalf of such corporation.

Print Name: VICKI LIPTON

Notary Public, MISSOURI County, ST LOUIS

My Commission Expires: JULY 21, 2018

THIS INSTRUMENT DRAFTED BY AND WHEN RECORDED RETURN TO:

Thomas W. Forster II, Esq. Honigman Miller Schwartz and Cohn LLP 39400 Woodward Ave., Suite 101 Bloomfield Hills, MI 48304-5151 VICKI LIPTON
Notary Public – Notary Seal
State of Missouri, St. Louis County
Commission # 14430946
My Commission Expires July 21, 2018

BICENTENNIAL TOWER SITE CONDOMINIUM EXHIBIT A BYLAWS

All terms used but not defined in these Bylaws shall have the meanings ascribed to such terms in the Master Deed to which these Bylaws are attached.

ARTICLE I ADMINISTRATION

Bicentennial Tower Site Condominium, a multi-use business condominium located in the City of Detroit, Wayne County. Michigan, shall be administered by the Administrator, who shall be responsible for the management, maintenance, operation and administration of the Common Elements (if any), easements and affairs of the Condominium in accordance with the Declaration and the other Condominium Documents and shall be the designated person required by Section 54(1) of the Act to be the person required to administer the affairs of the Condominium. The Administrator shall keep a detailed account of the expenditures and receipts affecting the Condominium and its Administrator and the operating expenses of the Project, if any. The Administrator shall keep current copies of the Master Deed, the Declaration and the other Condominium Documents (and all amendments, modifications, supplements and replacements thereof from time to time) available for review and duplication by Owners. their mortgagees and their respective representatives upon prior reasonable written notice and at reasonable times from time to time. All Owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof (if any) shall be subject to the provisions and terms set forth in this Master Deed, the Declaration and the other Condominium Documents (and all amendments, modifications, supplements and replacements thereof from time to time).

ARTICLE II THE DECLARATION

The basic use restrictions, architectural controls, repair and maintenance requirements. finance and assessment provisions and enforcement mechanisms for the property comprising the Project are set forth in the Declaration described in Article III, Section 9 of the Master Deed. Accordingly, the Condominium shall be administered in strict accordance with the provisions of the Declaration, and the purpose of these Bylaws is simply to fulfill the requirement under the Act that every condominium project must have a set of bylaws included with its master deed. However, the operative provisions for governance of the property comprising this Condominium are set forth in the Declaration, and nothing herein contained is intended to vary or contradict in any way the terms of the Declaration.

ARTICLE III ASSESSMENTS

All expenses (if any) arising from the management, administration, and operation of the Condominium shall be levied by the Administrator against the Units in accordance with the following provisions:

Section I. <u>General</u>. The costs, if any, connected with the administration of the Condominium shall constitute expenditures affecting the administration of the Condominium and all sums received in connection with the administration of the Condominium shall constitute receipts affecting the administration of the Condominium, within the meaning of Section 54(4) of the Act. Such costs, if any shall be assessable against the Units in proportion to the percentage of value allocated to such

Units in accordance with Article V, Section 2 of the Master Deed. With respect to any assessments against any Unit under this Master Deed or any of the other Condominium Documents, the Condominium and the Administrator shall look solely to the interest of the applicable Owner in such Unit for the recovery of any assessment, it being acknowledged and agreed that each Owner of a Unit and its partners, directors, officers, members, managers, shareholders, successors and assigns shall never be personally liable for any assessments against such Unit pursuant to the terms and conditions of this Master Deed or the other Condominium Documents.

- Section 2. <u>Project Declaration</u>. For the reasons set forth above and in Article IV of the Master Deed, it is not intended that there will be any expenses of administration unless the Condominium Documents are modified from their original form, because all costs of maintenance, repair and replacement of the Units and Common Elements (if any) and all essential provisions and procedures relative to operation, management and administration of the land compromising the Condominium are set forth in the Declaration. Consequently, it is not anticipated that the Administrator will levy any assessments under Article III, Section 1 of these Bylaws, and the purpose of the foregoing Section 1 is merely to effect compliance with section 54(4) of the Act.
- Section 3. <u>Personal Property Tax Assessment of Condominium Property</u>. It is not contemplated that there will be any tangible personal property owned or possessed by the Owners in common. If there is any such property, however, the Administrator shall be assessed as the person or entity in possession of any such tangible personal property of the Condominium owned or possessed in common by the Owners, and personal property taxes based thereon shall be treated as expenses of administration.

ARTICLE IV INSURANCE AND INDEMNITY

- Section 1. <u>Insurance</u>. For the reasons set forth above and in Article IV of the Master Deed, it is not intended that the Administrator will be required to secure any insurance unless the Condominium Documents are modified from their original form because the Condominium will initially have no Common Elements and because all insurance requirements with respect to the operation, use, maintenance and repair of the easements of the Condominium are set forth in the Declaration. However, if and to the extent the Condominium Documents are ever amended to provide for any Common Elements, the Administrator shall be authorized hereby to carry at its own expense fire and extended coverage, vandalism and malicious mischief and liability insurance, and workers' compensation insurance, if applicable, pertinent to the ownership, use and maintenance of such Common Elements in furtherance of its responsibilities and authorities under the Master Deed and the Declaration.
- Section 2. <u>Indemnity</u>. In accordance with Section 54(6) of the Act, the Owners, on a joint and several basis, shall indemnify and hold harmless the Administrator and each of the officers and directors of the Administrator against all contractual and other liabilities to others arising out of contracts made by or other acts of the Administrator on behalf of the Owners or arising out of their status as the Administrator or officers or directors of the Administrator, except to the extent arising as a result of the willful and wanton misconduct or gross negligence of the Administrator or its officers or directors. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid or received in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which the Administrator or its officers or directors may be involved by virtue of such persons being or having been the Administrator or such officer or director, except in each case to the extent arising as a result of the willful and wanton misconduct or gross negligence of the Administrator or its officers or directors. Notwithstanding the foregoing, the Owners

shall receive at least ten (10) days prior written notice before any amounts are paid to the Administrator or its officers or directors pursuant to this Article IV. Section 2.

ARTICLE V RECONSTRUCTION OF REPAIR

For the reasons set forth above and in Article IV of the Master Deed, it is not intended that the Administrator will be required to repair and replace any Common Elements or easements of the Condominium unless the Condominium Documents are modified from their original form because the Condominium will initially have no Common Elements and because all repair and replacement requirements with respect to the easements of the Condominium are set forth in the Declaration. However, if and to the extent the Condominium Documents are ever amended to provide for any Common Elements, the Administrator shall be authorized hereby to take such action as may be required to repair and replace any such Common Elements in the event of their partial or complete destruction to the same extent which it is authorized and required under the terms and provisions of the Master Deed or the Declaration.

ARTICLE VI FINANCE

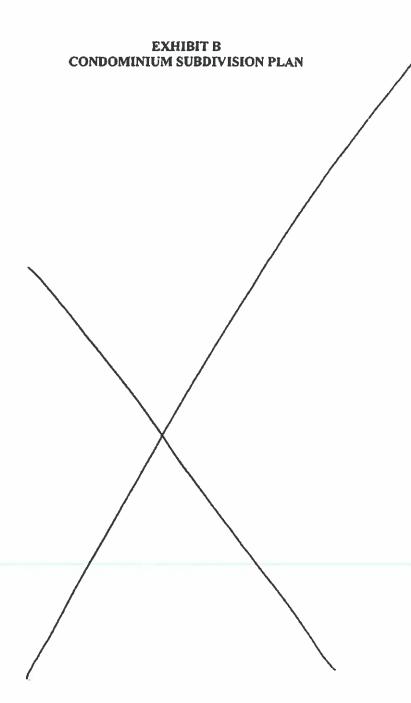
The Administrator shall keep detailed books of account showing all expenditures and receipts of administration, if any. If there have been any receipts or expenses of administration, the Administrator shall prepare and distribute to each Owner at least once a year a financial statement, the contents of which shall be defined by the Administrator.

ARTICLE VII AMENDMENT

- Section 1. Amendment. These Bylaws may only be amended with the consent of at least fifty-one percent (51%) of the Owners (based on percentage interest) in writing in accordance with the percentages of values as set forth in the Master Deed.
- Section 2. Operation of the Declaration. No amendment of these Bylaws shall operate to vary or contradict the terms and provisions of the Declaration.
- Section 3. When Effective. Any amendment to these Bylaws shall be in writing and shall become effective upon recording of such amendment in the office of Wayne County Register of Deeds.

ARTICLE VIII ARBITRATION

The Declarant hereby elects, and by taking title to any Unit each Owner elects, in advance not to arbitrate any disputes, claims, and grievances arising out of or relating to the interpretation of the application of the Condominium Document or arising out of disputes among or between Owners, and each of Declarant and each Owner hereby waives any right to arbitrate any such disputes, claims or grievances as contemplated under Section 54(8) of the Act.



SUBDIVISION PLAN NO. 1025 WAYNE COUNTY CONDOMINIUM

EXHIBIT "B" TO THE MASTER DEED OF

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ATTENTION: REGISTER OF DEEDS

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AMY L. MILLER-VANDAWAKER PLAT ENGINEER

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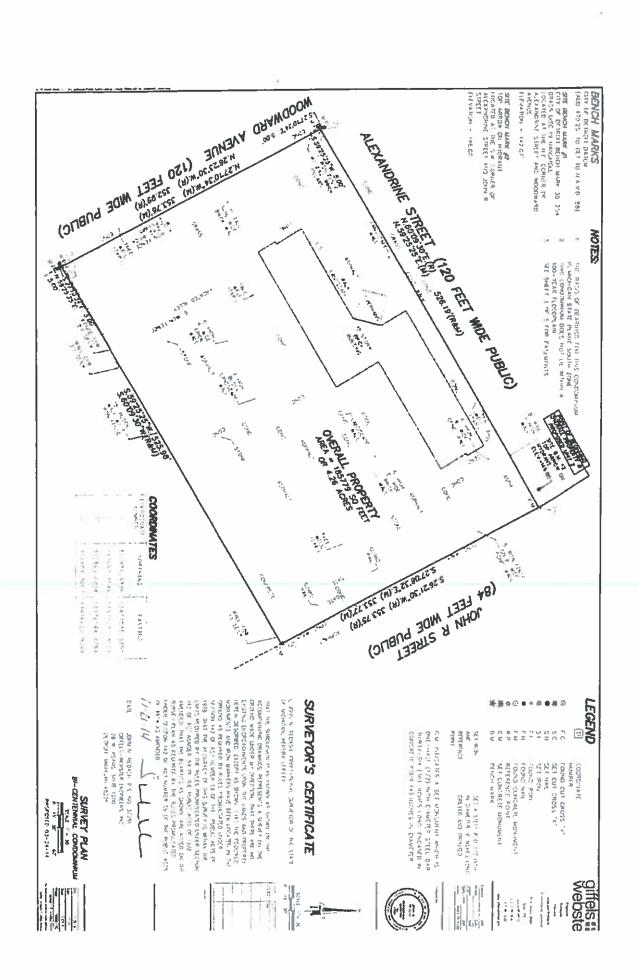
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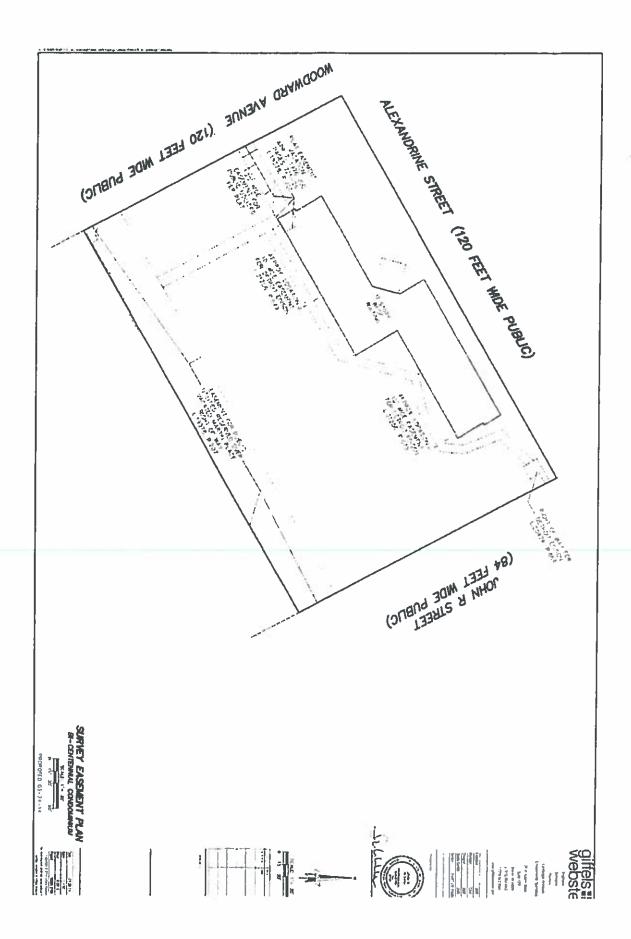
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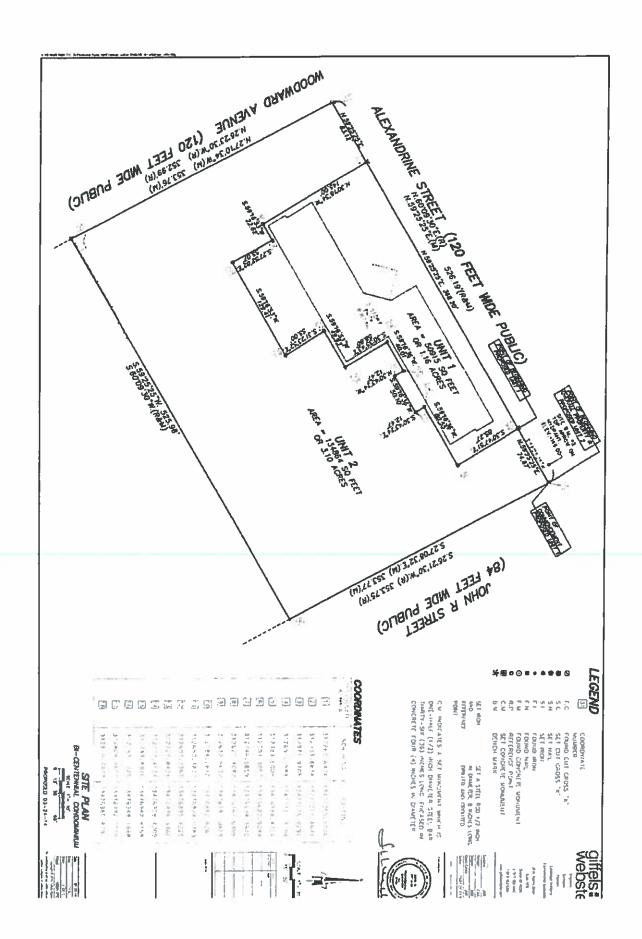












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Fetition of Midtown Hospitality, LLC, request to vacate two public alleys within Units I and 2 of Wayne County Condominium Subdivision Plan No. 1025 or the Bicentennial Tower Site Condominium.

REFERRED TO THE FOLLOWING DEPARTMENT(S)

PLANNING AND DEVELOPMENT DEPARTMENT DPW.-CITY ENGINEERING DIVISION