To: Clerk's Office

From: The Department of Public Works

City Engineering Division

MapsandRecordsBureau@DetroitMI.Gov

(313) 224-3970

## Petitioner:

Detroit International Bridge Company 12225 Stephens Road Warren, MI, 48089

On behalf of the above-mentioned petitioner the Department of Public Works: City Engineering Division is submitting a petition request for the action below. The petitioner has received a project consultation from the Department of Public Works: City Engineering Division and has been advised the following:

# Type of action recommended:

Request for the vacation of a portion of  $15^{th}$  St. This petition comes as part of a right of the executed Community Agreement between DIBC, HRRA, and the City of Detroit.

Raven Wright Supervisor of Maps & Records Department of Public Works City Engineering Division 313-224-3985

#### COMMUNITY AGREEMENT

This COMMUNITY AGREEMENT (the "Agreement"), dated as of October 19th, 2023 (the "Execution Date") and to be effective as of the Effective Date (as defined below), is entered into between the CITY OF DETROIT, a Michigan public body corporate (the "City"), the HUBBARD RICHARD RESIDENT ASSOCIATION, a Michigan non-profit corporation ("HRRA"), and DETROIT INTERNATIONAL BRIDGE COMPANY, LLC, a Michigan limited liability company ("DIBC").

#### Recitals

- A. DIBC and a subsidiary thereof own and operate the Ambassador Bridge, an international toll bridge, and DIBC owns the associated Customs plaza (the "Plaza") located in the City of Detroit and, in part, adjacent to the Hubbard Richard neighborhood, defined as the area bounded by Fort Street to the south, Toledo Street to the north 16th Street to the east, and Grand Boulevard to the west.
- B. The Hubbard Richard neighborhood is the most physically proximate neighborhood to the United States side of the Ambassador Bridge and the Plaza lies wholly within the Hubbard Richard neighborhood and therefore the businesses and residents of the Hubbard Richard Resident Association are the appropriate stakeholders to consult regarding this Agreement.
- C. HRRA supports communications, beautification, and socialization of the residents of the Hubbard Richard neighborhood.
- D. HRRA and DIBC desire to make this Agreement to begin to harmonize and improve the relationship between DIBC and the Hubbard Richard neighborhood by addressing various long-standing issues, including but not limited to land acquisition, property

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- ownership, investments in the Hubbard Richard neighborhood, vacant structures, street closures, and street openings.
- E. The Parties intend for a fiduciary to join this Agreement to potentially accept certain charitable donations of land and cash to be made by DIBC for the benefit of HRRA for the charitable purposes of neighborhood stabilization, residential development and fostering affordable housing or homeownership in the Hubbard Richard neighborhood.
- F. The City recognizes the purpose and value of this Agreement and supports the efforts of HRRA and DIBC to reach this Agreement and the Parties collectively recognize and acknowledge that various actions and approvals by and from the City are required to achieve the intent and purposes of this Agreement.

Accordingly, the City, HRRA, and DIBC (each a "Party" and, collectively, the "Parties") agree as follows:

1. DIBC's Donation of the Lots. Within 21 days following the Execution Date, the HRRA will identify a fiduciary and deliver an executed copy of the Joinder Agreement attached as Ex. G. The fiduciary identified by HRRA will be an established non-profit entity, experienced in development, and legally authorized to accept charitable donations and issue receipts therefor. If the HRRA fails to identify a fiduciary within 21 days following the Execution Date the Agreement will remain effective subject to terms herein except that DIBC will have no obligation to make any donation (other than the City Lot donation described in paragraph 2 below) until such time as the HRRA identifies a fiduciary and delivers a signed copy of the Joinder Agreement attached as Ex. G. Within 30 days following the Execution Date, DIBC will deposit quitclaim deeds (collectively the "Deeds", and individually a "Deed") for the properties listed on Ex. A and highlighted in



February 29, 2024

City of Detroit Department of Public Works Maps & Records Bureau 7791 Davison W Detroit, MI 48238

### Letter of Intent

Re: 15th Street, Detroit

**Property Owner:** Crown Enterprises LLC

Owner Contact: Todd Goss

This letter is to briefly describe the proposed street vacation of the section of 15th Street, north of W. Fort Street and south of W. Lafayette Boulevard. A site map and survey have been provided of the exact properties in question.

We are requesting the vacation of the following street as part of the executed Community Agreement between DIBC, HRRA and the City of Detroit. A copy of this Agreement has been provided.

We are requesting full vacations with easements of:

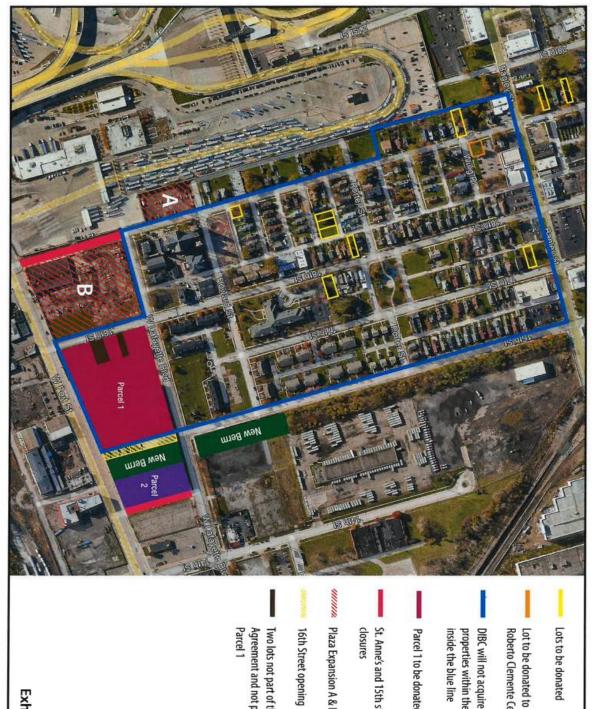
 $15^{th}$  Street (north of W. Fort Street and south of W. Lafayette Street)

We understand underground utilities may exist within this ROW and intend for the City to retain these through easements as part of any future redevelopment.

Respectfully,

CROWN ENTERPRISES, LLC

Vice President



Lots to be donated

Lot to be donated to City/ Roberto Clemente Center

DIBC will not acquire properties within the area inside the blue line

Parcel 1 to be donated

St. Anne's and 15th street closures

Plaza Expansion A & B

Two lots not part of the Agreement and not part of Parcel 1

Exhibit B

