

## **COMMUNITY AGREEMENT**

This COMMUNITY AGREEMENT (the “Agreement”), dated as of October 19<sup>th</sup>, 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, 16<sup>th</sup> 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

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 HRRRA 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 HRRRA 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, HRRRA, 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 HRRRA will identify a fiduciary and deliver an executed copy of the Joinder Agreement attached as Ex. G. The fiduciary identified by HRRRA will be an established non-profit entity, experienced in development, and legally authorized to accept charitable donations and issue receipts therefor. If the HRRRA 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 HRRRA 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

yellow on Ex. B (collectively, the “Lots”, individually a “Lot”) into escrow pursuant to individual Escrow Agreements in the form attached as Ex. E. The fiduciary identified in the signed Joinder Agreement (the “Fiduciary”) will be the grantee on the Deeds. Within 30 days of the Effective Date (as defined below), DIBC will, at its expense, order and commit to pay for title searches and Phase 1 environmental reports for the Lots and thereafter provide the title searches and Phase 1 environmental reports to the Fiduciary and HRRRA. Before retaining a consultant to perform the Phase 1 environmental reports, DIBC will provide its list of qualified bidders to the Fiduciary and consult with the Fiduciary regarding the bidders. The City will assist the Fiduciary with identifying and securing resources if environmental remediation is required. Upon the Fiduciary’s written request, accompanied by the appropriate Deed In Escrow Release Authorization for the requested Lot(s) involved signed by HRRRA and the Fiduciary, and to be signed by the Grantor pursuant to the form of Escrow Agreement attached as Ex. E, and satisfaction of all conditions thereunder, the Escrow Agent will release the requested Deed or Deeds to the Fiduciary for the benefit of HRRRA, thereby effectuating DIBC’s intent to donate the Lot or Lots. After conferring with HRRRA, the Fiduciary may accept none, some, or all of the Lots. For each Lot that the Fiduciary accepts, DIBC will simultaneously donate \$20,000 (twenty thousand dollars) to the Fiduciary for improvement/maintenance of the accepted Lot. Each Lot will be donated in its “AS-IS” condition, on a mortgage-free and lien-free basis, without any warranties or representations except as expressly set forth in this Agreement. Taxes and utilities for the Lots will be prorated in customary fashion as of the date of the donation. Each Lot will be made available for donation hereunder for a period of one year following the Fiduciary’s receipt of both the Phase 1 environmental report and

the title search for that Lot required hereunder (the “Title/Environmental Reports Delivery Date”). Any Lot which the Fiduciary does not request, in writing, to be donated to it within such one-year period will thereafter be made available for donation to HRRRA for a period of 60 days following the expiration of the foregoing one-year period. Any Lot which HRRRA does not request, in writing, to be donated to it within such 60-day period will thereafter be retained by DIBC free and clear of this Agreement. For any Lot donated to HRRRA hereunder, DIBC will simultaneously donate \$20,000 (twenty thousand dollars) to HRRRA for improvement/maintenance of the accepted Lot. Any Lot donated to HRRRA will be conveyed via a quitclaim deed naming HRRRA as the grantee.

2. **DIBC’s Donation of the City Lot.** Within 30 days following the Execution Date (as defined below), DIBC will, at its expense, order and commit to pay for a title search and Phase 1 environmental report for property located at 1606 St. Anne (the “City Lot”, outlined in orange on Ex. B) and promptly provide the title search and Phase 1 environmental report to the City. Thereafter, and upon the City’s written request, DIBC will donate the City Lot via quitclaim deed to the City, which has the present non-binding intention to incorporate the City Lot into the Clemente Recreation Center. The City Lot will be donated in its “AS-IS” condition, on a mortgage-free and lien-free basis, without any warranties or representations except as expressly set forth in this Agreement. DIBC will remain responsible for taxes until January 1 of the year following the year within which the donation was made. The City Lot will be made available for donation for a period of one year following the Execution Date. In the event that the City does not request, in writing, to have the City Lot donated to it within such one-year period, the City Lot shall be offered to the Fiduciary after the Effective Date has occurred. If the Fiduciary does not

accept the City Lot in writing within 60 days of it being offered to it, the City Lot will be made available for donation to HRRRA for a period of 60 days following the expiration of the foregoing 60-day period. If HRRRA does not request, in writing, that the City Lot be donated to it within such 60-day period, it will thereafter be retained by DIBC free and clear of this Agreement. If the City Lot is donated to the Fiduciary or HRRRA hereunder, then taxes and utilities will be prorated in customary fashion as of the date of donation and the City Lot will be conveyed via a quitclaim deed to the appropriate grantee.

**3. Greyhound Building and Additional Land Donation.**

- a. Within 30 days following the Effective Date (as defined below), DIBC or its affiliate will promptly pursue utility disconnects and demolition permits from the City for the Greyhound Building, which is the structure located on the property bounded by 18<sup>th</sup> Street to the west, W. Lafayette Boulevard to the north, 15<sup>th</sup> Street to the east and Fort Street to the south (the “Greyhound Parcel”). DIBC will complete demolition of the Greyhound Building within 12 months following receipt of utility disconnects and demolition permits.
- b. DIBC or its affiliate will simultaneously take all necessary steps to apply to the City to separate the Greyhound Parcel into two parcels, Parcel 1 and Parcel 2 as depicted on Ex. B. Parcel 1 does not include 740 and 760 18<sup>th</sup> Street (PID# 10007140 and PID# 10007143), which are identified on Ex. B, and which are not part of this Agreement or the Greyhound Parcel. DIBC or its affiliate will subsequently apply to the City to combine Parcel 2 with vacated 15<sup>th</sup> Street (as described below) and the parcel DIBC or its affiliate owns east of 15<sup>th</sup> Street, south of W. Lafayette

Boulevard, west of 14<sup>th</sup> Street and north of Fort Street, commonly known as 2250 W. Fort (PID # 10000058).

- c. Promptly after the parcel split described in this paragraph, DIBC will deposit a quitclaim deed for Parcel 1 (the "Parcel 1 Deed") into escrow pursuant to an Escrow Agreement in the form attached as Ex. E. The Fiduciary will be the grantee on the Parcel 1 Deed. Within 30 days after completing the demolition of the Greyhound Building, DIBC will, at its expense, order and commit to pay for a title search and Phase 1 environmental report for Parcel 1 and thereafter provide the title search and Phase 1 environmental report to the Fiduciary and HRRRA. Before retaining a consultant to perform the Phase 1 environmental report for Parcel 1, DIBC will provide its list of qualified bidders to the Fiduciary and consult with the Fiduciary regarding the bidders. The City will assist the Fiduciary with identifying and securing resources if environmental remediation is required. Upon the Fiduciary's written request, after conferring with HRRRA, accompanied by the appropriate Deed In Escrow Release Authorization for Parcel 1 signed by HRRRA and the Fiduciary, and to be signed by the Grantor pursuant to the form of Escrow Agreement attached as Ex. E, and satisfaction of all conditions thereunder, the Escrow Agent will release the Parcel 1 Deed to the Fiduciary for the benefit of HRRRA, thereby effectuating DIBC's intent to donate Parcel 1. Parcel 1 will be donated in its "AS-IS" condition, on a mortgage-free and lien-free basis, without any warranties or representations except as expressly set forth in this Agreement. Taxes and utilities for Parcel 1 will be prorated in customary fashion as of the date of the donation. Parcel 1 will be made available for donation for a period of one year following the

Fiduciary's receipt of both the Phase 1 environmental report and the title search for Parcel 1 required hereunder (the "Title/Environmental Reports Delivery Date"). In the event that the Fiduciary does not request, in writing, that Parcel 1 be donated to it within such one-year period, Parcel 1 will be made available for donation to HRRRA for a period of 60 days after the expiration of the foregoing one-year period. If Parcel 1 is donated to HRRRA, it will be conveyed to HRRRA via quitclaim deed naming HRRRA as the grantee. If HRRRA does not request, in writing, Parcel 1 to be donated to it within such 60-day period, DIBC (or its affiliate) will thereafter retain Parcel 1 free and clear of this Agreement. Whether the Fiduciary or HRRRA accepts the donation or DIBC (or its affiliate) retains title to Parcel 1, the following will apply: (1) plans for any proposed development of Parcel 1 will require the prior approval of both the HRRRA and the City and (2) any development on Parcel 1 will be residential, commercial, or mixed use. No industrial development will be permitted on Parcel 1.

4. **Receipt for Donations.** DIBC or its affiliate shall appraise all real estate to be donated hereunder and will receive an acknowledgement of the real estate donation from the Fiduciary or HRRRA as to any real estate donation made to it, and from the City as to any real estate donation made to it. DIBC will receive a donation receipt for any cash donation to the Fiduciary or HRRRA. The Parties acknowledge and agree that no consideration was exchanged in return for the land or cash donations hereunder and that DIBC or its affiliate are making such donations solely for the purpose of neighborhood enhancement, stabilization and expansion.

5. **Berm.** Promptly after the Effective Date (as defined below), DIBC will commence permitting and construction of an extension of the berm that currently runs on the east side of 16<sup>th</sup> Street from Bagley Street south to near Howard Street (the “Existing Berm”). The berm extension will run from the southern boundary of the Existing Berm south to the north line of West Lafayette Boulevard and then from the south line of West Lafayette Boulevard south to north line of Fort Street (the “Extended Berm”) as depicted on Ex. B. The Extended Berm will be constructed in a manner comparable in height to the Existing Berm and planted with grass and trees consistent with the Existing Berm. DIBC will maintain both the Existing Berm and the Extended Berm consistent with the City’s Property Maintenance Ordinance contained in the 2019 Detroit City code, Part IV, Chapter 8, Article XV – Property Maintenance Code (the “Code”) and replace any trees that become diseased or die within two years of planting.
6. **16<sup>th</sup> Street.** Promptly after the Effective Date (as defined below), DIBC will at its cost construct an extension of 16<sup>th</sup> Street between W. Lafayette Boulevard and Fort Street as depicted on Ex. B (“New 16<sup>th</sup> Street”) consistent with the specifications attached as Ex. C. DIBC will dedicate New 16<sup>th</sup> Street to the City as further described below, and the City will assume all responsibility for New 16<sup>th</sup> Street as a City street immediately after inspection and acceptance by the City’s Department of Public Works (“DPW”). St. Anne Street will not be closed to through traffic until New 16<sup>th</sup> Street is complete and accepted by DPW.
7. **Plaza Expansion and Future Project Area.** Promptly after the Effective Date (as defined below), DIBC will begin the process of extending its plaza as depicted on Ex. B as the “Plaza Expansion A & B”. Specifications for the Plaza Expansion Area A & B extensions



are attached as Ex. F, which consists of pages 1-8. DIBC will be responsible for constructing the wall as depicted on Ex. F, pages 1 and 2 (the “DIBC Work”). The City will be responsible for the right of way work, including but not limited to sidewalks and lighting, and installing substantial landscaping consisting of a mix of trees, shrubs, vines, and groundcover in compliance with pages 3-8 of Ex. F (the “City Work”). DIBC will, at the City’s request, contribute \$443,000 toward the City Work. The City Work will be performed on the west side of St. Anne between Howard and W. Lafayette, the south side of W. Lafayette between St. Anne and 18<sup>th</sup> Street, and the west side of 18<sup>th</sup> between W. Lafayette and Fort Street. The DIBC Work also includes responsibility for removing and, if necessary, relocating overhead utilities on St. Anne south of Howard to Fort Street and the costs associated therewith, which will be in addition to the \$443,000 DIBC will contribute towards the City Work. DIBC will work closely with the City to remove and/or relocate the utilities in coordination with the City Work. No commercial truck parking, idling, or queuing will be permitted in the Plaza Expansion Area B east of St. Anne’s Street; use of the Plaza Expansion Area B will be limited to the current use as of the Execution Date, until such time as it is replaced by buildings supporting Customs activities, secondary inspection of passenger vehicles, and employee parking.

**8. Additional DIBC and City Obligations.**

- a. After the Execution Date (as defined above), DIBC, its principals, affiliates or agents, will not acquire any lots with or without structures located within the following blue boundary shown on Ex. B: (1) east of the blue line on the attached Ex. B, (2) south of Bagley Street, (3) north of Fort Street, and (4) west of 16<sup>th</sup> Street

("Non-Acquisition Area"). Nor will it seek closure of West Lafayette Boulevard between St. Anne's Street and the Lodge Expressway.

- b. For any property DIBC acquires after the Effective Date on the west side of St. Anne, north of Howard Street, and south of 1431 St. Anne, DIBC will rehabilitate or replace the house with a new house and undertake to keep the house well-maintained and rent the house as a residential property until such time as the United States Customs and Border Patrol ("CBP") or the General Services Administration ("GSA") approves an additional expansion of the existing Plaza and the DIBC provides HRRRA and City copies of the approvals, at which time the obligation in this Paragraph 8.b. ends. Any wall relocated as part of a future additional expansion of the existing plaza will not be placed any further east than at the location of the current sidewalk on the west side of St. Anne's Street. Any such wall will be constructed by DIBC of materials that meet or exceed those used in connection with the construction of Plaza Expansion Area A & B. The City will require any relocated wall to be accompanied by a substantial vegetative buffer east of the wall that meets or exceeds the vegetative buffer standards in Ex. F, and will consider requests for zoning changes or variances or permits in good faith.
- c. DIBC will keep St. Anne Street between West Lafayette Boulevard and Fort Street ("St. Anne Street") open for through traffic, free of debris and obstructions, and remove snow accumulations greater than 2 inches until both (a) New 16<sup>th</sup> Street is open for traffic and accepted by DPW and (b) DIBC receives a circuit court order permanently closing St. Anne Street. The City, after City Council vacates St. Anne Street, will consent to the circuit court order permanently closing St. Anne Street.

9. **Conditions Precedent.** All of the following are conditions precedent to this Agreement becoming effective:

- a. The City Council approves this Agreement;
- b. The City and all other authorities with jurisdiction take all necessary actions and issue all necessary approvals for commencing the Plaza Expansion Area A & B depicted on Ex. B. A list of all City Council actions and approvals and other City-required actions and approvals for the Plaza Expansion Area A & B is attached as Ex. D; and
- c. The City approves the vacation of 15<sup>th</sup> Street between W. Lafayette Boulevard and Fort Street.

10. **Simultaneous Approval, Effective Date and Termination.** The approval of this Agreement and all other City Council approvals required for Plaza Expansion Area A & B shall be sought from City Council simultaneously. The Effective Date will be the date that all of the conditions precedent in Paragraph 9 are satisfied. If (a) City Council does not approve this Agreement or does not issue any other approval required from it for Plaza Expansion Area A & B or (b) the Effective Date does not occur within 18 months following the Execution Date; then in either case, this Agreement will immediately terminate, be of no further force or effect, and no Party shall have any further rights, duties or obligations hereunder. Notwithstanding the foregoing, DIBC shall have the right to extend this Agreement for an additional 120 days by giving written notice to the Parties at any time on or before the date that is 18 months following the Execution Date. Such extension will start on the date that is one day after the date that is 18 months following the Execution Date.

11. **Surveys.** DIBC shall at its own cost and expense obtain the necessary land surveys to complete the transactions and approvals contemplated by this Agreement.
12. **Remedies.** In addition to any other legal or equitable remedies available, in the event of a material breach, the non-breaching Party (or Parties) shall be entitled to injunctive relief to enforce the intent of this Agreement and reasonable attorney fees and costs incurred in enforcing the breaching Party's obligations. HRRRA shall be entitled to conveyance of any lot(s) acquired in the Non-Acquisition Area in breach of Paragraph 8.a by quitclaim deed through an action for specific performance. Notwithstanding the foregoing, in no event and under no circumstances will any Party seek or be entitled to money damages including attorney fees or costs from the City for any breach or claimed breach by the City, whether any such claim or action is sounding in contract or tort.
13. **Notices.** All notices and communications hereunder shall be made in writing and shall be sent both by electronic mail and by regular mail as follows (or any subsequent address as any Party may provide):

If to the City:                   City of Detroit  
  Attention: Mayor Mike Duggan  
  2 Woodward Avenue  
  Suite 1126  
  Detroit, MI 48226

With a copy to:                 Conrad Mallet, Corporation Counsel  
  City of Detroit Law Department  
  2 Woodward Avenue, Suite 500  
  Detroit, MI 48226

If to HRRRA:                   Sam Butler  
  2639 Cromwell  
  Detroit, MI 48216  
  Email: sam.e.butler@gmail.com

With a copy to:                 Miller Johnson  
  Attn: Emily C. Palacios

500 Woodward Ave., Ste. 2800  
Detroit, MI 48226  
Email: palacios@millerrjohnson.com

With a copy to: As set forth in Ex. G

If to DIBC: Detroit International Bridge Company, LLC  
Attention: Dan Stamper  
12225 Stephens Road  
Warren, MI 48089  
Email: dan@ambassadorbridge.com

With a copy to: Detroit International Bridge Company, LLC  
Attention: Kevin Kalczynski  
12225 Stephens Road  
Warren, MI 48089  
Email: kkalczynski@centraltransport.com

14. **Miscellaneous.** After the Execution Date, DIBC shall provide a written quarterly update of DIBC's efforts under this Agreement to all parties. Any donation to be made by DIBC hereunder shall be made within thirty days after the required written notice requesting such donation is received by DIBC. The Parties agree to cooperate as necessary to fulfill the obligations under this Agreement. This Agreement shall be binding on, and inure to the benefit of, the Parties hereto, and their respective successors and assigns. Electronic signatures will be binding and enforceable as if they were original signatures. There are no third party beneficiaries to this Agreement. This Agreement shall not be amended in any manner except by a written instrument, duly executed by the Parties. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement. This Agreement reflects the entire agreement and understanding of the Parties with respect to the matters set forth herein and supersedes all prior written or oral agreements on the same subject matter. This Agreement may be executed in any number

of counterpart signatures, including via email, each of which shall be deemed an original for all purposes, and all of which together will constitute and be deemed one and the same agreement. If DIBC commences permitting for a new span of the Ambassador Bridge, DIBC will provide notice to HRRRA and the City of the same and will engage in an interactive process with HRRRA in furtherance of community involvement and community benefits to address detrimental effects, maximize beneficial effects, and produce revenue or income streams for the HRRRA neighborhood. HRRRA and DIBC's respective signatures on this Agreement are made after approval of this Agreement by each of their respective boards of directors. The City's signature will be effective for purposes of defining the Execution Date, but the City's signature will not bind the City to this Agreement until this Agreement is approved by City Council.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

## **LIST OF EXHIBITS**


- Exhibit A – List of Lots
- Exhibit B – Map
- Exhibit C – Specifications for 16<sup>th</sup> Street
- Exhibit D – List of Approvals
- Exhibit E – Escrow Agreement
- Exhibit F – Specifications for Plaza Expansion
- Exhibit G – Joinder Agreement

City:

City of Detroit, a Michigan public body corporate

By:   
\_\_\_\_\_  
Mayor Michael E. Duggan

Approved as to form:

  
\_\_\_\_\_  
Conrad L. Mallett  
Corporation Counsel

Approved by the City Council on \_\_\_\_\_, 2023.

[Community Agreement – City of Detroit - Signature Page]




HRRA:

Hubbard Richard Residents Association,  
A Michigan non-profit corporation

By: 

Print Name: Sam Butler

Its: President

By: 

Print Name: JESSICA TREVINO

Its: acting secretary

[Community Agreement – Hubbard Richard Residents Association - Signature Page]

DIBC

Detroit International Bridge Company, LLC  
a Michigan limited liability company

By: 

Print Name: Dan Stamper

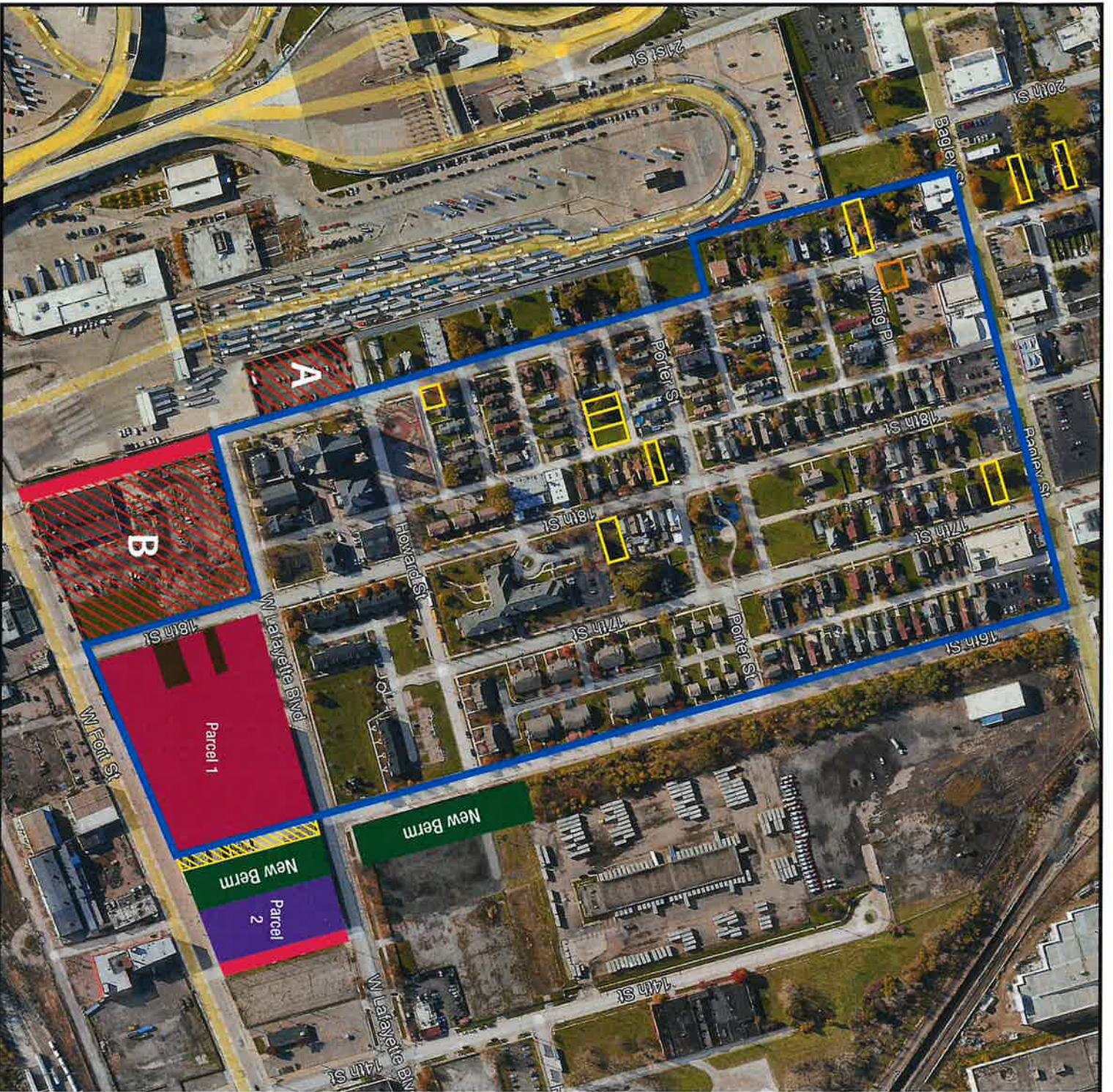
Its: President

[Community Agreement – Detroit International Bridge Company, LLC - Signature Page]

## **EXHIBIT A**

1. 1224 St. Anne (PID # 10008022)
2. 2638 Cromwell (PID # 10000129)
3. 2632 Cromwell (PID # 10000130)
4. 2628 Cromwell (PID # 10000131)
5. 1327 18<sup>th</sup> Street (PID # 10007992)
6. 1300 18<sup>th</sup> Street (PID # 10007155)
7. 1533 17<sup>th</sup> Street (PID # 10007096)
8. 1729 St. Anne (PID # 10008056)
9. 1747 St. Anne (PID # 10008053)
10. 1551 St. Anne (PID # 10008064 ) (vacant house)





- ▬ 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
- ▨ 16th Street opening
- ▬ Two lots not part of the  
Agreement and not part of  
Parcel 1

**Exhibit B**



## EXHIBIT C

### New 16<sup>th</sup> Street Specification

1. City of Detroit Department of Public Works City Engineering Division Standard Specifications for Paving and Related Construction:

[https://detroitmi.gov/sites/detroitmi.localhost/files/2020-04/City%20of%20Detroit%20Standard%20Specifications%20for%20Paving%20and%20Related%20Construction%20March%202009\\_0.pdf](https://detroitmi.gov/sites/detroitmi.localhost/files/2020-04/City%20of%20Detroit%20Standard%20Specifications%20for%20Paving%20and%20Related%20Construction%20March%202009_0.pdf)

2. City of Detroit Department of Public Works City Engineering Division Street and Alley Standard Plans:

<https://detroitmi.gov/sites/detroitmi.localhost/files/2018-02/City%20of%20Detroit%20Street%20and%20Alley%20Standards%20March%202009.pdf>

## **EXHIBIT D**

### **LIST OF CITY APPROVALS**

#### **To Support Plaza Expansion Area A**

- Vacate northern half of W. Lafayette as depicted on attachment D.1;
- Vacate north-south alley between Lafayette Avenue and Howard Street as depicted on attachment D.1;
- Wall height zoning variance from 8' to 20';
- Wall foundation underground encroachment (unless precast wall used);
- Any necessary rezoning of affected properties;
- Site plan approval and Building Permit
- Work in right of way permit;
- Support existing building permit.

#### **To Support Plaza Expansion Area B**

- Vacate St. Anne as depicted on Ex. D.2 and consent to plat amendment removing vacated St. Anne;
- Any necessary rezoning of affected properties;
- Combining of affected properties;
- Accept DIBC's dedication of New 16<sup>th</sup> Street subject only to DPW's acceptance and the Michigan Department of Transportation's ("MDOT") approval of the connection of new 16<sup>th</sup> Street to Fort Street if necessary;
- Wall height variance from 8' to 10';
- Wall foundation underground encroachment (unless precast wall used);
- Work in right of way permit;
- Site Plan approval and Building permit;
- Consultation and approval if necessary from Historic District Commission.



# SKETCH OF VACATION

**PRIVILEGED AND CONFIDENTIAL**

## DESCRIPTION OF NORTH-SOUTH ALLEY VACATION

All of the remaining part of the North-South Alley bounded on the North by Howard Street, the East by Ste. Anne Street, the South by Lafayette Street and the West by Twentieth Street (Abandoned in J.C.C. Pgs. 818-21), said part lying Southerly of Howard Street, lying Westerly of and abutting the Westerly line of Lots 20, 19, 18, 17, 16, 15, 14, and the Northerly 24.00 feet of Lot 13, lying Northerly of Lafayette Street, and lying Easterly of the Easterly line of the Northerly 24.00 feet of Lot 28 and all of Lots 27, 26, 25, 24, 23, 22, and 21 all Lots being a part of Block 1, of the "Plat of Whitewood and Cargill's Subdivision of the West half of Loranger Farm, in the Township of Springwells, Wayne County, Michigan, North of Fort Street and South of the Michigan Central Railroad, being part of Private Claim 474," City of Detroit, Wayne County, Michigan as recorded in Liber 56, Page 269, Deeds, Wayne County Records.

## DESCRIPTION OF LAFAYETTE STREET VACATION

All that part of Lafayette Street (70 feet wide) lying Westerly of the Westerly line of Ste. Anne Street, lying Northerly of and abutting the Northerly line of J.C.C. Pgs. 1453-56 (vacating the Southerly half of Lafayette Street), lying Easterly of and abutting the Easterly line of J.C.C. Pgs. 818-21 (vacating a portion of Lafayette Street), lying Southerly of the Southerly line of the North-South Alley bounded on the North by Howard Street, the East by Ste. Anne Street, the South by Lafayette Street and the West by Twentieth Street (Abandoned in J.C.C. Pgs. 818-21), and lying South of and abutting the Southerly line of the Northerly 24.00 feet of Lot 13 of Block 1, of the "Plat of Whitewood and Cargill's Subdivision of the West half of Loranger Farm, in the Township of Springwells, Wayne County, Michigan, North of Fort Street and South of the Michigan Central Railroad, being part of Private Claim 474," City of Detroit, Wayne County, Michigan as recorded in Liber 56, Page 269, Deeds, Wayne County Records.

**"EXHIBIT D.1"**

JOB NO. 20090426	<b>HUBBELL, ROTH &amp; CLARK, INC.</b> CONSULTING ENGINEERS 555 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 824 48303-0824	SHEET NO.  2
DATE 11-04-09		OF 2	

DATE - 06-09-2009 10:50

USER NAME - dwmccoy

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EXHIBIT E



**DEED ESCROW AGREEMENT (File No. \_\_\_\_\_)**

\_\_\_\_\_, Detroit, MI \_\_\_\_\_

**Grantor**

**Detroit International Bridge Company, LLC, a Michigan limited liability company**

**Grantee**

**[NON-PROFIT TO BE IDENTIFIED], a Michigan non-profit corporation**

The Grantor, the Grantee, the Hubbard Richard Residents Association (“HRRRA”), a Michigan non-profit corporation, and **Twenty-Two Title, LLC** (the “escrow agent”), enter into this agreement subject to the following conditions:

1. **Purpose.** The Grantor, Grantee, HRRRA, and the City of Detroit (the “City”) have entered into a Community Agreement dated \_\_\_\_\_, 2023 (the “Community Agreement”), a copy of which is attached as Exhibit A. The premises covered by this agreement are described by Exhibit B (the “Premises”).

The Grantor and the Grantee wish to provide for the conveyance of the premises on the satisfaction of the conditions with respect thereto under the Community Agreement. To facilitate the transfer of the premises under the Community Agreement, without the need for future meetings, the parties have entered into this escrow agreement.

2. **The Grantor's execution of a quit claim deed.** The Grantor has signed a Quit Claim Deed (the “Deed”) and deposited that Deed with the escrow agent on the effective date of this agreement (the “Escrow Effective Date”).
3. **Duties of the escrow agent.**
  - a. Subject to the provisions of Section 4, the escrow agent shall hold the Deed until the escrow agent receives notice from the Grantor, the Grantee and HRRRA to release the Deed to Grantee, in the form attached as Exhibit C, whereupon the escrow agent shall deliver the Deed to the Grantee.
  - b. Upon delivery of the Deed to the Grantee, the escrow agent shall simultaneously prepare and deliver to the Grantee a Property Transfer Affidavit regarding the transfer of the premises which Grantee agrees to timely file with the City.
4. **Termination.** This agreement shall terminate on the earlier of (i) the date of delivery of the Deed as directed in Section 3 or (ii) the Termination Date. The Termination Date shall be the date which is fourteen (14) months after the Title/Environmental Reports Delivery Date regarding the premises as defined in the Community Agreement. Once such Title/Environmental Reports Delivery Date under the Community Agreement is known, Grantor, Grantee and HRRRA shall give prompt written notice thereof and of the Termination Date to escrow agent. If the escrow agent is not directed to deliver the Deed to Grantee by the Termination Date, the escrow agent shall return the Deed to the Grantor with written notice to the Grantor, the Grantee and HRRRA that the Deed has been returned to the Grantor and that this escrow agreement is terminated. Upon return of the Deed to the Grantor, the Grantor may destroy the Deed.

5. **Reliance by the escrow agent.** The escrow agent is not responsible for the authenticity of the Deed or signatures thereon and may rely exclusively on any notice, affidavit, request, consent, instruction, or other document that the escrow agent believes in good faith to be genuine, signed or presented by the proper person, duly authorized, or properly made. The escrow agent shall be protected when acting on such a belief. The escrow agent shall have no responsibility except for the performance of its duties as expressly stated in this agreement, and no additional duties shall be inferred or implied under this agreement.
6. **Fees.** The parties shall pay the escrow agent a fee of \$-0- on the Escrow Effective Date of this agreement.
7. **Amendments.** No amendment of this agreement or waiver of its terms shall affect the rights or duties of any party unless the party consents to the change in writing.
8. **Successors and assigns.** This agreement shall bind the parties hereto and their respective successors and assigns.
9. **No Transfer Tax.** The parties to this agreement acknowledge that **TRANSFER TAX** is **NOT** being held in escrow to pay any amount for Transfer Taxes to record the Deed.
10. **Escrow Effective Date.** This agreement shall become effective when all the parties have signed it. The Escrow Effective Date shall be the date of the last signature on this agreement.
11. **Conflicting Instructions.** **If Escrow Agent receives conflicting instructions or claims to the Deed held in escrow, then it may take any one or more of the following actions:**
  - A. **It may hold the Deed affected by the conflicting instructions or claims in escrow and take no further action until otherwise directed, either by written instructions from all of the other parties hereto in the form prescribed by Section 3 or a final order of a court of competent jurisdiction; or**
  - B. **It may initiate an interpleader action in the Wayne County, Michigan Circuit Court, naming all interested parties as parties and depositing the Deed with the clerk of the court in full acquittance of its responsibilities under these instructions. All parties hereto submit to the jurisdiction of such court.**
12. **Notices.** Notices under this Agreement shall be delivered to the parties in the manner set forth on Exhibit B, addressed as set forth therein (to parties other than the escrow agent) and addressed to the escrow agent at the address set forth below the signature block to this agreement for the escrow agent.
13. **Electronic and Counterpart Provision.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto. Any signature page delivered by a fax machine, telecopy machine or email transmission (collectively "Electronic Means") shall be binding to the same extent as an original signature page with regard to this Agreement or any other agreement or document executed and delivered pursuant to the terms hereof or any amendment thereto. Any party who delivers such a signature page by Electronic Means agrees to later deliver an original counterpart to any party which requests it.

[Signature Pages Follow]

Dated: \_\_\_\_\_, 2023

---

Kelly Anderson, Authorized Signatory  
Twenty-Two Title, LLC  
2211 Cole St., Birmingham, MI 48009  
Email: [kelly@22-title.com](mailto:kelly@22-title.com)

[Signature Page Deed Escrow Agreement between Twenty-Two Title DIBC/Fiduciary/HRRA – Escrow Agent]

Dated: \_\_\_\_\_, 2023

Grantor:

Detroit International Bridge Company, LLC, a Michigan limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

[Signature Page Deed Escrow Agreement between Twenty-Two Title DIBC/Fiduciary/HRRA -- Grantor]

Dated: \_\_\_\_\_, 2023

Grantee:  
[NON-PROFIT TO BE IDENTIFIED], a  
Michigan non-profit corporation

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

[Signature Page Deed Escrow Agreement between Twenty-Two Title DIBC/Fiduciary/HRRA - Grantee]

Dated: \_\_\_\_\_, 2023

HRRA  
Hubbard Richard Residents Association, a Michigan  
non-profit corporation

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

[Signature Page Deed Escrow Agreement between Twenty-Two Title DIBC/Fiduciary/HRRA - HRRA]

EXHIBIT A

Community Agreement



EXHIBIT B

The premises covered by this Agreement are commonly known as \_\_\_\_\_, Detroit, MI



**DEED IN ESCROW- RELEASE AUTHORIZATION**

**RE: Property Under Community Agreement**

**Property Address:** \_\_\_\_\_, Detroit, MI \_\_\_\_\_ (the "Property")

**File No.:** \_\_\_\_\_

**Grantor:** Detroit International Bridge Company, LLC

**Grantee:** Fiduciary to be named

**Interested Third Party:** Hubbard Richard Residents Association

The undersigned authorize **Twenty-Two Title, LLC** to release the Quit Claim Deed held in escrow in the above file covering the Property to the Grantee.

Once released under this instruction, **Twenty-Two Title, LLC**, is released from liability under the Escrow Agreement signed at the time of the deposit of such Quit Claim Deed into escrow.

Signed and agreed to:

**Grantor:**

**Detroit International Bridge Company, LLC, a Michigan limited liability company**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Grantee:**

**[Fiduciary to be named], a Michigan non-profit corporation**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Interested Third Party:**

**Hubbard Richard Residents Association, a Michigan non-profit corporation**

**By:** \_\_\_\_\_

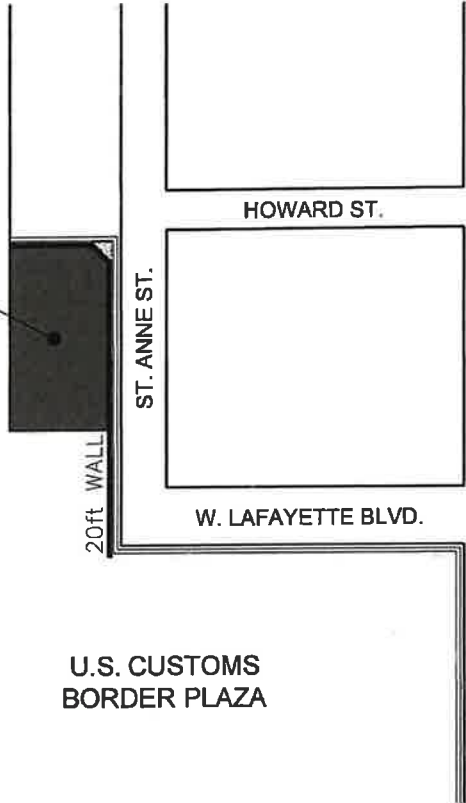
**Its:** \_\_\_\_\_

EXHIBIT C





CURRENT PROJECT AREA

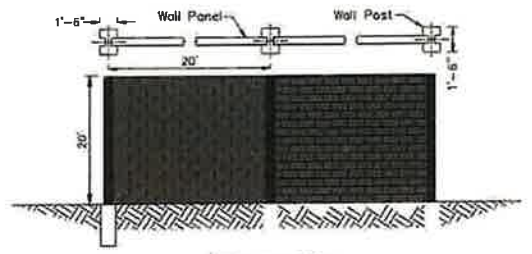


U.S. CUSTOMS BORDER PLAZA

Plaza Expansion Area A



SCREEN WALL RENDERING



SCREEN WALL DETAIL

General Notes:

1. Screen wall height of 20ft between W. Lafayette Blvd. and Howard Street.

LEGEND

- 20ft SCREEN WALL
- 6' SIDEWALK
- APPROX. 30 sq ft (10'x10'x14') GREEN SPACE TRIANGLE AREA
- CURRENT PROJECT AREA

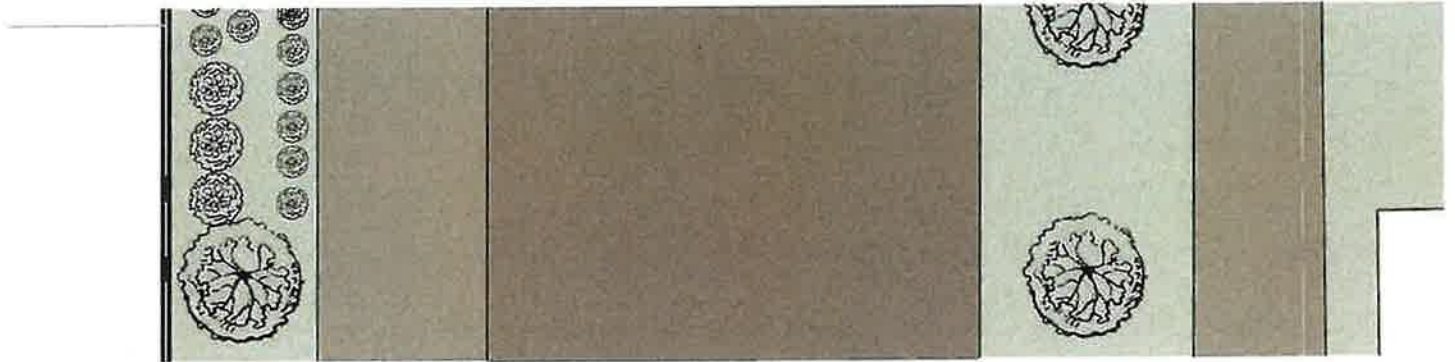
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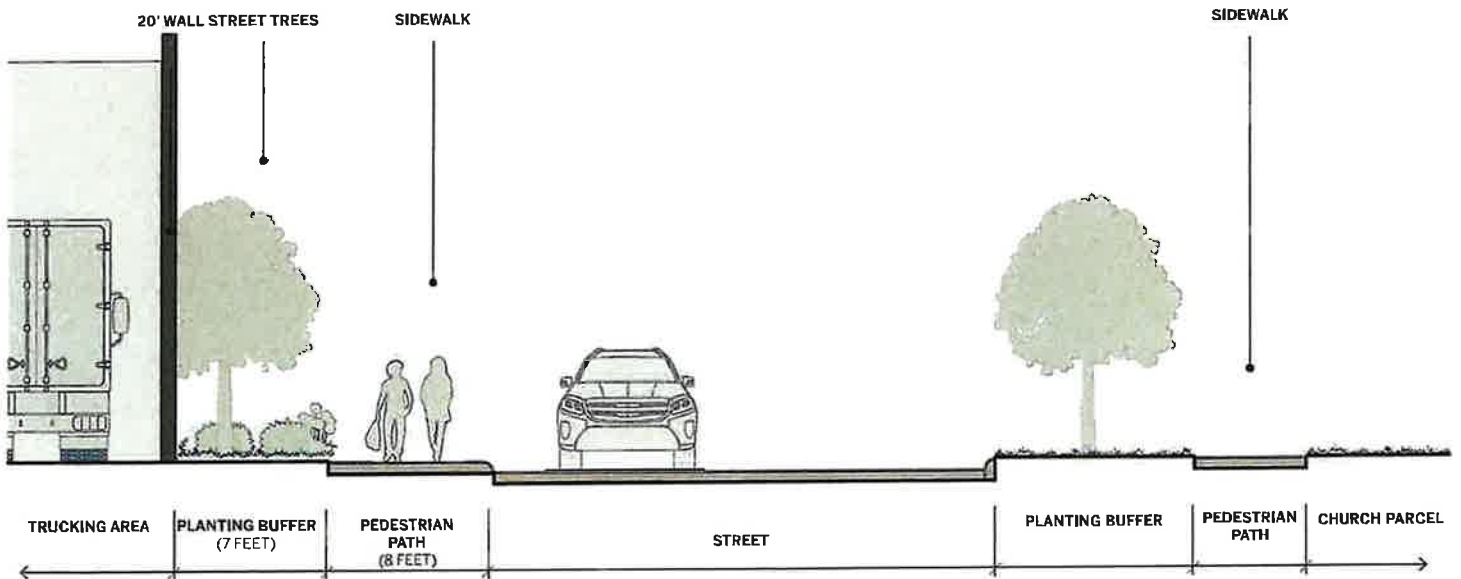
DRAWN BY:  
D. McLEHARD  
CHECKED BY:  
S. GRIVES  
DATE:  
SEPTEMBER 2011  
PROJECT MANAGER:  
SCOTT KIRBY

DETROIT INTERNATIONAL BRIDGE COMPANY  
U.S. CUSTOMS BORDER PLAZA  
SITE PLAN EXHIBIT F - PAGE 2

N.T.S.  
REF. DWG. NO.  
SHEET NO.  
2



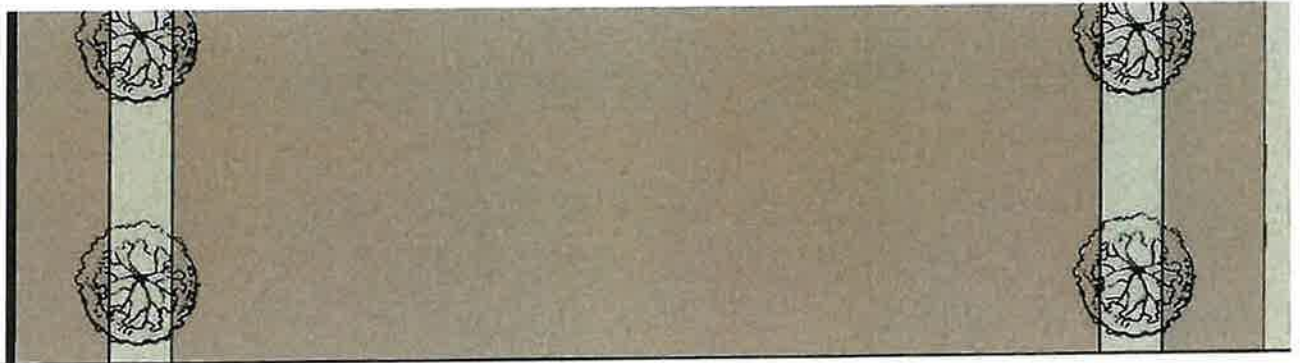
ENLARGED PLAN OF ST. ANNE STREET



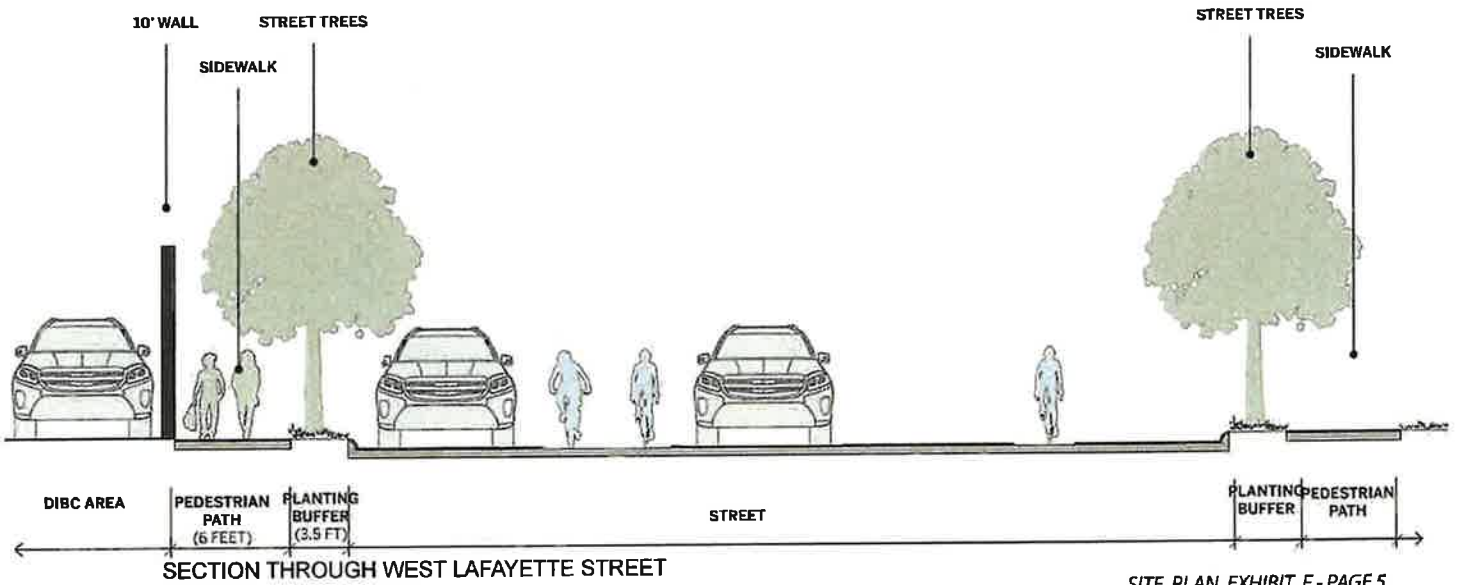
SECTION THROUGH ST. ANNE STREET



VIEW LOOKING SOUTH ALONG ST. ANNE STREET



ENLARGED PLAN OF WEST LAFAYETTE STREET

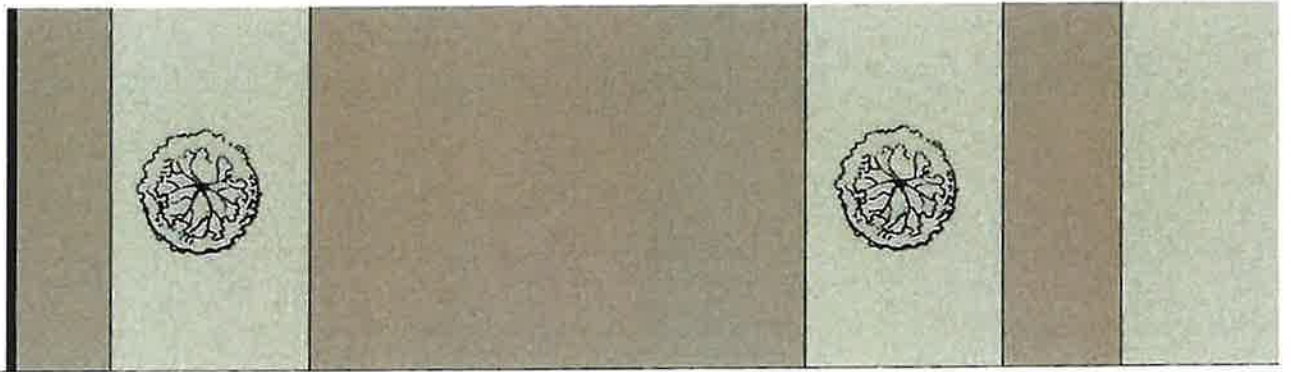




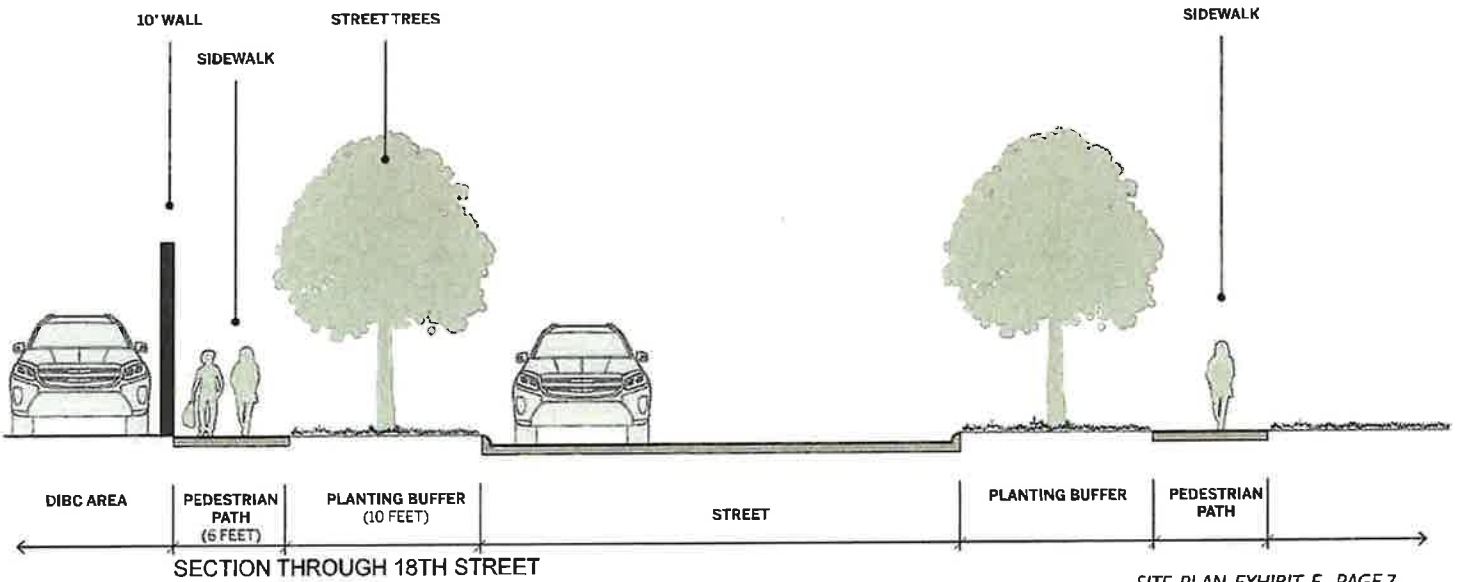


VIEW LOOKING SOUTHWEST AT THE CORNER OF 18TH STREET AND LAFAYETTE STREET





ENLARGED PLAN OF 18TH STREET





VIEW LOOKING NORTH AT THE CORNER OF 18TH STREET AND FORT STREET

**EXHIBIT G**

**JOINDER AGREEMENT**

This JOINDER AGREEMENT is made by the CITY OF DETROIT, a Michigan public body corporate (the "City"), the HUBBARD RICHARD RESIDENT ASSOCIATION, a Michigan non-profit corporation ("HRRA"), the DETROIT INTERNATIONAL BRIDGE COMPANY, LLC, a Michigan limited liability company ("DIBC") and \_\_\_\_\_, a Michigan non-profit corporation ("Fiduciary").

**Recitals:**

- A. The City, HRRA and DIBC entered into a Community Agreement on October \_\_, 2023 (the "Agreement").
- B. The Agreement contemplated that the HRRA would identify an established non-profit entity legally authorized to accept charitable donations and issue receipts therefor and that such entity would join the Community Agreement by executing a Joinder Agreement.
- C. The Fiduciary is such an entity and is authorized by its board of directors to execute this Joinder Agreement and join the Community Agreement and DIBC and the City agree to the Fiduciary joining the Agreement pursuant to this Joinder Agreement as evidenced by their signatures below.

NOW, THEREFORE, effective on October \_\_, 2023, the parties agree as follows:

- 1. The Fiduciary agrees that it is fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement as though an original party thereto.
- 2. Notice to the Fiduciary under the Agreement shall be provided to

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THE CITY OF DETROIT, a Michigan public  
body corporate**

\_\_\_\_\_  
By:  
Its:

**HUBBARD RICHARD RESIDENTS  
ASSOCIATION, a Michigan non-profit  
corporation**

\_\_\_\_\_  
By:  
Its:

**DETROIT INTERNATIONAL BRIDGE  
COMPANY, LLC, a Michigan limited liability  
company**

\_\_\_\_\_  
By:  
Its:

**FIDUCIARY**

\_\_\_\_\_, a Michigan  
non-profit corporation

\_\_\_\_\_  
By:  
Its: