

Request For Proposals To

Purchase Real Property

23,103 +/- Square Foot Building on 1.4 +/- Acres

389 St. Clair

Grosse Pointe, Michigan

Grosse Pointe Public School System

GREAT NORTHERN CONSULTING GROUP
REAL ESTATE SERVICES AND CONSULTING

1785 West Stadium, Suite 202
Ann Arbor, MI 48103

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The information contained in this Request For Proposals To Purchase Real Property is provided as an accommodation to the prospective purchasers. It is believed to be correct, but no representations or warranties as to its accuracy should be inferred or are made. Each party responding to this Request For Proposals should independently confirm the accuracy of the information contained herein.

I. Introduction – Proposal Process Description

The information contained in this Request For Proposals To Purchase Real Property is provided as an accommodation to the prospective purchasers. It is believed to be correct, but no representations or warranties as to its accuracy should be inferred or are made. Each party responding to this Request For Proposals should independently confirm the accuracy of the information contained herein.

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April 26 , 2019

To: Prospective Purchasers
From: Great Northern Consulting Group

Re: **Request For Proposals To Purchase 23,103 +/- Square Foot Building on 1.4 +/- Acres on the South side of St. Clair and the North side of Notre Dame between Jefferson Avenue and Maumee Avenue in Downtown Grosse Pointe, Michigan. OPTION 1: Purchase and repurpose the Building and Site or Option 2: Purchase vacant land and redevelop the Property.**

Thank you for your interest in submitting a Proposal to purchase the above-referenced real property owned by the Grosse Pointe Public School System (the "School District"). The subject property has 200 feet of frontage on St. Clair and 200 feet of frontage on Notre Dame with a depth of 304 feet (see Survey Section for further details) The Site is located at 389 St. Clair, Grosse Pointe, Michigan (the "Property"), and currently contains a 23,103 +/- square foot building commonly known as the School District's Administration Building (the "Building") (the Property and the Building are collectively referred to herein as the "Site"). The School District intends to continue to occupy the Building through June of 2020. If sold for redevelopment, the School District plans to demolish the Building prior to the closing on the subject Property.

The primary objective of this Request For Proposals To Purchase Real Property (the "RFP") is to offer experienced and professional developers/builders the opportunity to present a Proposal to the School District for either OPTION 1: The purchase and repurposing of the existing 23,103 +/- square foot Building and 1.4 +/- acre Site with an approved multi-family residential use or OPTION 2: The purchase of vacant land and redevelopment of the 1.4 +/- acre Property with an approved residential use after demolition of the Building by the School District.

The Property is currently zoned R-1B Residential District. The R-1B zoning allows single family residential lots with a minimum of 100 feet of frontage and a minimum of 15,000 square feet of lot area. Under the R-1B zoning, the Property allows for a maximum of approximately four lots. The proposed Master Plan for the area of Medium Density Residential may allow for a higher density of lots. This will require approval of the City. **The repurposing of the existing Building will require a Conditional Rezoning to allow for a significantly higher density on the Site. The City has indicated they will**

consider higher density residential projects with appropriate scale and setbacks sensitive to the existing neighborhood. The repurposing of the existing Building may include an addition to the current physical structure or development of a separate building or units on Notre Dame. The City strongly encourages the preservation of the existing Building and stressed the importance of scale and design in any proposal that includes additional square footage to the existing Building or new construction on Notre Dame.

The School District desires the proposed project to be neighborhood friendly and requires all Proposals to include a concept plan for the Site and elevations of the project planned for the Site. Further, the School District requests prospective purchasers/developers to meet with the City to review their concept plans prior to submitting Proposals as the School District will be contacting the City to discuss the various Proposals received to determine the chance of municipal approval for the proposed project.

Great Northern Consulting Group is marketing this Site for the Grosse Pointe Public School System on a fee basis as consultants. The School District is seeking Proposals to purchase that must be submitted to Lisa Abbey, Deputy Superintendent, Grosse Pointe Public School System, 389 St. Clair, Grosse Pointe, Michigan 48230 **on or before 3:00 P.M. Local Time on June 12, 2019. No phone, fax or electronic transmission Proposals will be accepted. If mailed, no responsibility is assumed for postal delays.**

NOTWITHSTANDING THE FOREGOING, THE SCHOOL DISTRICT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART. THE SCHOOL DISTRICT ALSO RESERVES THE RIGHT TO WAIVE ANY IRREGULARITIES CONTAINED IN ANY PROPOSAL OR REQUIREMENTS OF THIS REQUEST FOR PROPOSALS.

The attached package includes the following information: (I) Introduction – Proposal Process Description; (II) Fact Sheet/Community Information; (III) Location/Site Maps; (IV) Zoning; (V) Survey/ Floor Plans; and (VI) Legal Documents.

The School District requires that all Proposals include a signed Proposal Form as set forth in **Section VI** of this RFP, along with a detailed description of the proposed concept/project plan for Site. Please note that the legal documents represent the forms of agreement acceptable to the School District. The Proposal Form must be completed prior to submittal to Grosse Pointe Public School System. Proposals that include modified terms more favorable to the purchaser (and, hence, less favorable to the School District) may be rejected on that basis. Of course, modifications that are favorable to the School District would be preferred and may enhance a potential purchaser's position in the selection process. **An earnest money deposit of \$25,000 will be required within three (3) business days of acceptance of the Offer by the School District.**

While Grosse Pointe Public School System reserves the right to accept or reject any and all Proposals, in whole or in part, a number of finalists may be selected and asked to provide additional information, including financial qualifications and more detailed concepts plans for the development of the Site. The additional information will facilitate the final selection of the successful purchaser(s). Further, the additional information will allow the School District to select a purchaser financially able to perform on the contract and proceed with a development perceived to be positive for the School District as well as the community at large. It is important to note that the highest price may not necessarily represent the Proposal that the School District determines in its sole discretion to be, in its totality, in the best interest of the School District.

The finalists will be notified shortly after the deadline for submission of its Proposals(s). Gross Pointe Public School System may request the finalists to make revisions to their Proposals that the School District deems necessary to select a successful purchaser(s). **This is a Request For Proposals only. Proposals will be treated as offers to enter into the Offer To Purchase Real Estate included in Section VI of this RFP. Once a Proposal is accepted by the School District it shall be known hereinafter as the “Offer.”**

Upon final acceptance of the Offers(s), there will be time allotted for physical due diligence (“Inspection Period”) and Government Approvals. Many standard contingencies are included so that the purchaser may satisfy itself as to the Site’s suitability for development during the Inspection Period and Government Approval Period. Closing is anticipated to occur within 10 days after the expiration of the Inspection Period for Option 1 and within 10 days following demolition of the Building for Option 2.

Please note that we are making no representations regarding the suitability of this Site for any particular purpose. It is the purchaser’s sole responsibility to determine suitability during the Inspection Period. Within the constraints of this limitation, please address all questions regarding this Site to Great Northern Consulting Group.

Great Northern Consulting Group is representing Grosse Pointe Public School System as a fee based consultant in this matter. As a result, there is no real estate commission to be paid. Brokers must look to their purchaser for compensation.

Please note again that all Proposals, including a signed Proposal Form and an Affidavit of Compliance - Iran Economic Sanctions Act, must be submitted to Lisa Abbey, Deputy Superintendent, Grosse Pointe Public School System, 389 St. Clair, Grosse Pointe, Michigan 48230, on or before 3:00 P.M. Local Time on June 12, 2019. Any proposed changes/modifications to the form of Offer To Purchase provided in this package under Section VI MUST be specifically enumerated and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of the RFP or applicable form of Offer To Purchase cannot be met. No phone, fax or electronic transmission Proposals will be accepted. If mailed, no responsibility is assumed for postal delays.

Thank you again for your interest in this Site. We are looking forward to receiving your Proposal.

Respectfully,

Great Northern Consulting Group
William W. Bowman, IV
President

II.Fact Sheet/Community Information

The information contained in this Request For Proposals To Purchase Real Property is provided as an accommodation to the prospective purchasers. It is believed to be correct, but no representations or warranties as to its accuracy should be inferred or are made. Each party responding to this Request For Proposals should independently confirm the accuracy of the information contained herein.

Grosse Pointe Public School System

RFP Fact Sheet

PROPERTY:	389 ST. CLAIR
LOCATION:	SOUTH SIDE OF ST. CLAIR AND NORTH SIDE OF NOTRE DAME BETWEEN JEFFERSON AND MAUMEE
MUNICIPALITY:	GROSSE POINTE, MICHIGAN
BUILDING:	23,103 +/- SQUARE FOOT EXISTING BUILDING TO REMAIN IF SOLD UNDER OPTION 1 AND DEMOLISHED BY THE SCHOOL DISTRICT IF SOLD UNDER OPTION 2
LOT SIZE:	1.4 +/- ACRES
UTILITIES:	ALL UTILITIES AVAILABLE
ZONING:	R-1B RESIDENTIAL DISTRICT/REZONING MAY BE POSSIBLE FOR MULTI-FAMILY DEVELOPMENT
NEIGHBORING PROPERTIES:	STRATEGICALLY SITUATED IN DOWNTOWN GROSSE POINTE
PRICE:	NO PRICE HAS BEEN SET
TERMS:	CASH - NO SELLER FINANCING AVAILABLE
RIGHTS OF OWNER:	GROSSE POINTE PUBLIC SCHOOL SYSTEM RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS, IN WHOLE OR IN PART. THE SCHOOL DISTRICT ALSO RESERVES THE RIGHT TO WAIVE ANY IRREGULARITIES CONTAINED IN ANY PROPOSAL OR REQUIREMENTS OF THIS REQUEST FOR PROPOSALS. ALL PROPOSALS, INCLUDING A SIGNED PROPOSAL FORM, ON THE FORM PROVIDED, AND AN AFFIDAVIT OF COMPLIANCE - IRAN ECONOMIC SANCTIONS ACT, MUST BE SUBMITTED TO LISA ABBEY, DEPUTY SUPERINTENDENT, 389 ST. CLAIR, GROSSE POINTE, MICHIGAN 48230 ON OR BEFORE 3:00 P.M. LOCAL TIME ON OR BEFORE JUNE 12, 2019. NO PHONE, FAX OR ELECTRONIC TRANSMISSION OFFERS WILL BE ACCEPTED. IF MAILED, NO RESPONSIBILITY IS ASSUMED FOR POSTAL DELAYS.
COMMISSION:	NO REAL ESTATE COMMISSION TO BE PAID BY GROSSE POINTE PUBLIC SCHOOL SYSTEM. GREAT NORTHERN CONSULTING GROUP IS A FEE-BASED ADVISOR TO THE SCHOOL BOARD. BROKERS MUST LOOK TO PURCHASER FOR COMPENSATION.

City Manager:

Peter J. Dame
City Manager
pidame@grossepointecity.org
313-885-5800

City Staff:

Below is a listing of the City of Grosse Pointe Staff (A-Z).

Lisa Akers
Court Administrator
gpccourt@grossepointecity.org
313-343-5262

Julie E. Arthurs
Asst. City Manager/Clerk
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313-885-5800

Terry Brennan
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313-885-5800

Eric Dunlap
City Assessor
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313-885-5800

Christopher M. Hardenbrook
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Kimberly Kleinow
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Brian Colter
Forester
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313-885-5800

Derek Branny
Parking Supervisor
dbranny@grossepointecity.org
313-885-5800

Department of Public Works
313-417-1188

City Council/Mayor Information

Term expires in November of 2019

Donald J. Parthum Jr.

John Stempfle

Andrew Turnbull

Term expires in November of 2021

Sheila Tomkowiak

Chris D. Walsh

Daniel J. Williams

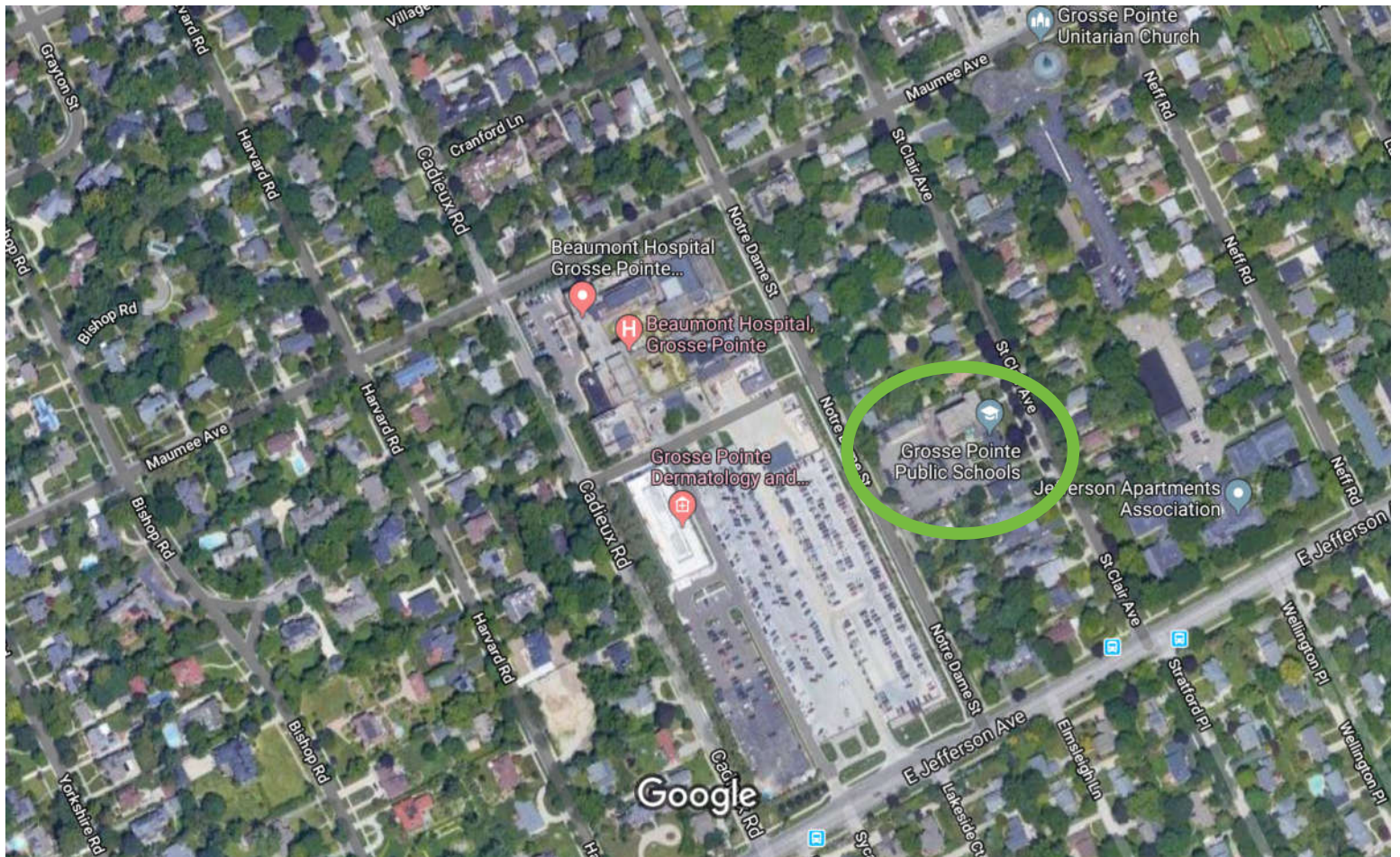
Mayoral term is for 2 years - Current term expires in 2019

Mayor Christopher Boettcher

To share your thoughts with the elected officials on City Council on an agenda item or regarding a City policy matter, you may send a letter to City Hall addressed to the Mayor and City Council at 17147 Maumee or send an email to council@grossepointecity.org (<mailto:council@grossepointecity.org>).

III.Location/Site Maps

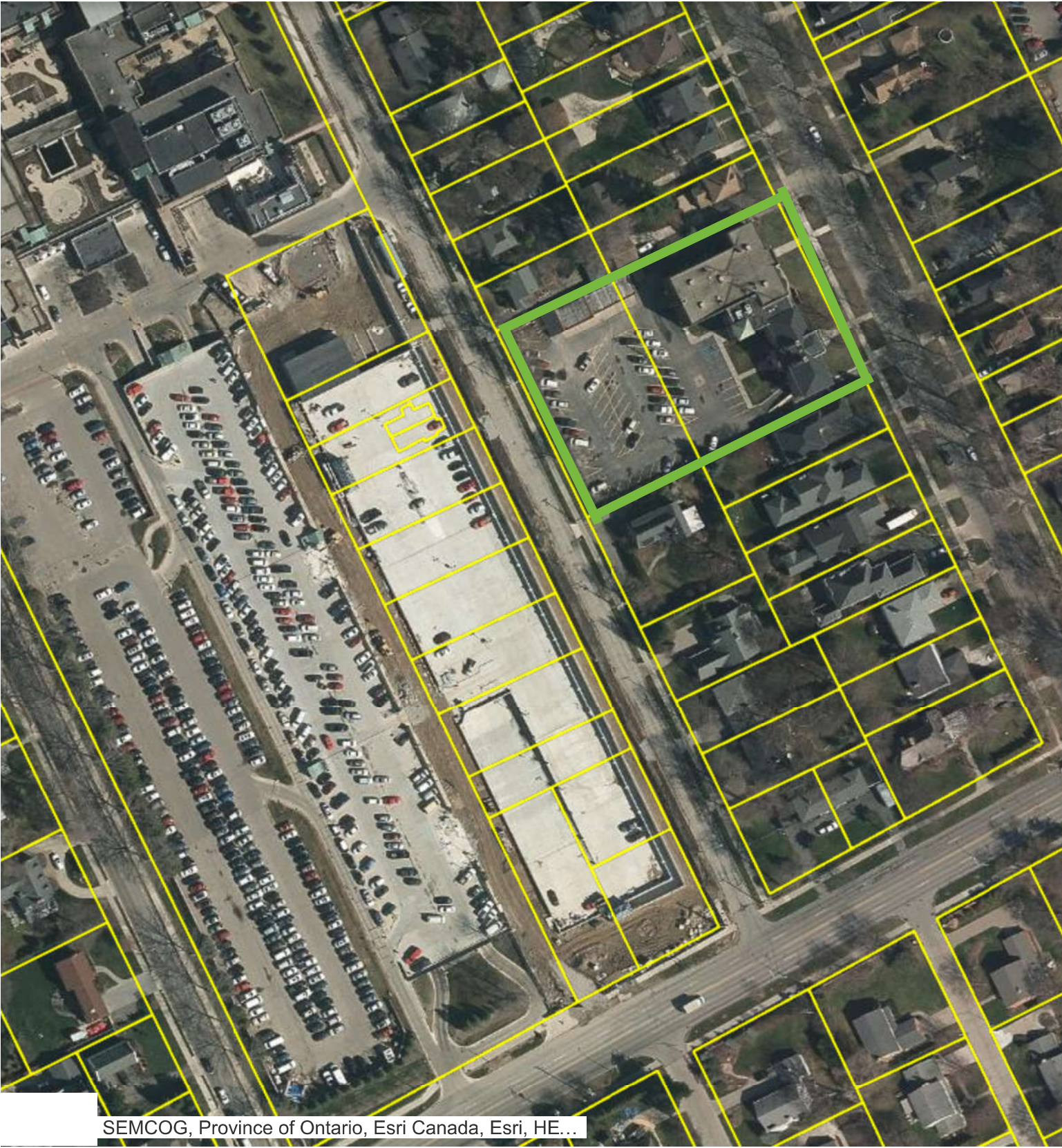
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Imagery ©2019 DigitalGlobe, Sanborn, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2019 Google 200 ft

389 St Clair St, Grosse Pointe,X

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SEMCOG, Province of Ontario, Esri Canada, Esri, HE...

IV. ZONING

The information contained in this Request For Proposals To Purchase Real Property is provided as an accommodation to the prospective purchasers. It is believed to be correct, but no representations or warranties as to its accuracy should be inferred or are made. Each party responding to this Request For Proposals should independently confirm the accuracy of the information contained herein.

ARTICLE VI. - DISTRICT REGULATIONS

DIVISION 1. - GENERALLY

Secs. 90-196—90-205. - Reserved.

DIVISION 2. - E-R ESTATE RESIDENTIAL DISTRICT

Sec. 90-206. - Statement of purpose.

The E-R estate residential district is established exclusively for single-family residential and municipal uses. This district is tailored to certain residential estate areas having characteristics of planned residential developments, larger lot sizes, and a relationship to the lake. The specific intent of this district is:

- (1) To encourage the construction and continued use of the land for single-family dwellings.
- (2) To encourage the continued use and improvement of significant accessory structures such as garages, coach houses, pool houses, etc. of the existing homes and accessory structures.
- (3) To provide special zoning provisions that reflects the unique characteristics and architectural heritage of the existing homes of the city.
- (4) To preserve the estates of Gross Pointe by discouraging the subdivision of existing lots.
- (5) To prohibit business, commercial, or industrial use of the land, and to prohibit any other use which would substantially interfere with the development and maintenance of single-family dwellings.
- (6) To encourage the discontinuance of existing uses that would not be permitted as new uses under the provisions of this chapter.
- (7) To discourage any land use which would generate traffic on minor or local streets, other than normal traffic to serve those residences.
- (8) To discourage any use which because of its character or size would create requirements or costs for public services such as fire and police protection, water supply, and sewerage, substantially in excess of such requirements and costs if the district were developed solely for single-family dwellings.

(Ord. No. 358, § IV, 12-12-05)

Sec. 90-207. - Permitted uses.

In the E-R district the following uses are permitted:

- (1) Single-family detached dwellings.
- (2) Municipal buildings and uses pursuant to plans being reviewed and approved by the planning commission and subject to the review standards set forth in sections 90-74 and 90-75.
- (3) Municipal parks, municipal recreation areas, and municipal community centers pursuant to plans being reviewed and approved by the planning commission and subject to the review standards set forth in sections 90-74 and

90-75.

- (4) Home occupations as limited and defined in section 90-3.
- (5) Temporary buildings for use incidental to the construction work as approved by the board of zoning appeals for a period not to exceed six months, subject to renewal, which buildings shall be removed upon the completion or abandonment of the construction work.
- (6) Commercial antennas only as permitted in section 90-44 and subject to those provisions.
- (7) Wireless communication facilities only as permitted in section 90-44 and subject to those provisions.
- (8) State licensed residential facilities, except for adult foster care facilities for care and treatment of persons released from or assigned to adult correctional facilities.

(Ord. No. 358, § IV, 12-12-05; Ord. No. 370, § XVI, 10-16-06)

Sec. 90-208. - Accessory uses and structures.

- (1) Accessory buildings or uses customarily incidental to any of the permitted uses, when located on the same lot and not involving any business, profession, trade or occupation. Subject to the following provisions:
 - a. One private detached garage for each residential lot in which there are housed not more than one commercial vehicle not larger than a regularly manufactured pickup or panel truck of three-quarter-ton capacity which shall be housed within a garage and provided the commercial vehicle is owned and operated by a member of the family who resides in the living unit. (Refer also to section 90-28(8)).
 - b. All accessory buildings shall conform and be located as required in section 90-25.
 - c. Private swimming pools as defined in section 90-3.
 - d. Additional living quarters shall be considered an accessory use if used for household staff employed at subject property.

(Ord. No. 358, § IV, 12-12-05)

Sec. 90-209. - Area, height, bulk, and placement requirements.

The area, height, bulk and placement requirements for the E-R district shall be in accordance with the schedule of regulations in section 90-351 et seq.

(Ord. No. 358, § IV, 12-12-05)

Secs. 90-210—90-220. - Reserved.

DIVISION 3. - R-1A SINGLE-FAMILY RESIDENTIAL DISTRICT

Sec. 90-221. - Statement of purpose.

The R-1A, single-family residential district provides for a principal land use of single-family dwellings and related educational, cultural, and religious uses where found appropriate and harmonious with the residential environment. In promoting the general purpose of this chapter, the specific intent of the R-1A, single family residential district is:

- (1) To encourage the construction and continued use of the land for single-family dwellings.
- (2) To preserve the existing design of the district characterized by larger homes, lots, and open spaces by discouraging the division of existing lots.
- (3) To prohibit business, commercial, or industrial use of the land, and to prohibit any other use which would substantially interfere with the development and maintenance of single-family dwellings.
- (4) To encourage the discontinuance of existing uses that would not be permitted as new uses under the provisions of this chapter.
- (5) To discourage any land use which would generate traffic on minor or local streets, other than normal traffic to serve those residences.
- (6) To discourage any use which because of its character or size would create requirements or costs for public services such as fire and police protection, water supply, and sewerage, substantially in excess of such requirements and costs if the district were developed solely for single-family dwellings.

(Ord. No. 358, § IV, 12-12-05)

Sec. 90-222. - Permitted uses.

In the R-1A district the following uses are permitted:

- (1) Any use permitted in, and subject to, the provisions of the E-R, estate residential district.
- (2) Religious and other facilities normally incidental thereto, provided that the proposed site for a religious facility is not less than five acres, that there is adequate access to all off-street parking areas, and that there is no parking in the required front yard, that the site is adjacent to a major thoroughfare as defined in the city's comprehensive master plan, and subject to site plan review and approval from the planning commission and subject to the review standards set forth in sections 90-74 and 90-75.
- (3) Public, parochial, and private elementary, junior, and senior high schools offering courses in general education and libraries, not operated for profit, and subject to site plan review and approval from the planning commission.
- (4) Private non-profit theatrical facilities, subject to the following use, locational, and design standards:
 - a. Use must have direct access to and principal footage upon a thoroughfare or collector street as defined by the city's comprehensive development plan.
 - b. Minimum size of site shall be 20,000 square feet.
 - c. Maximum building size on site shall be 7,500 square feet.
 - d. Minimum yard spaces, maximum building height, and maximum lot coverage shall be as required in section 90-351 and section 90-352.
 - e. Only one non-illuminated identification sign not larger than 12 square feet in area is permitted on the premises.
 - f. No shows, theatrical productions, or other types of stage performances for the public, with or without charge, shall be permitted.
 - g. Rehearsals or any other music-producing effects shall be limited to the hours between 9:00 a.m. and 11:00 p.m.

- (5) Commercial antennas only as permitted in section 90-44 and subject to those provisions.
- (6) State licensed residential facilities, except for adult foster care facilities for care and treatment of persons released from or assigned to adult correctional facilities.

(Ord. No. 358, § IV, 12-12-05; Ord. No. 370, § XVII, 10-16-06)

Sec. 90-223. - Area, height, and bulk, and placement requirements.

The area, height, bulk, and placement requirements for the R-1A district shall be in accordance with the schedule of regulations in section 90-351 et seq.

(Ord. No. 358, § IV, 12-12-05)

Secs. 90-224—90-235. - Reserved.

DIVISION 4. - R-1B SINGLE-FAMILY RESIDENTIAL DISTRICT

Sec. 90-236. - Statement of purpose.

The purpose of the R-1B, single-family residential district is to establish a principal land use of single-family residential and to provide for the existing two-family dwellings within the city. The specific intent of this section is:

- (1) To encourage the construction and continued use of the land for single-family dwellings.
- (2) Provide for the varying lot sizes within this district to promote reinvestment and maintenance of the property.
- (3) To preserve the balance between single-family and two-family housing stock by allowing only existing lots with two-family dwelling units to be rebuilt.
- (4) Encourage the design and maintenance of two-family dwelling units to be consistent with the surrounding single-family homes.
- (5) To prohibit business, commercial, industrial, or any other use of the land, which would substantially interfere with the development and maintenance of the existing residences.
- (6) To encourage the discontinuance of existing uses that would not be permitted as new uses under the provisions of this chapter.
- (7) To discourage any land use which would generate traffic on minor or local streets, other than normal traffic to serve those residences.
- (8) To discourage any use which because of its character or size would create requirements or costs for public services such as fire and police protection, water supply, and sewerage, substantially in excess of such requirements and costs if the district were developed solely for single-family or two-family dwellings.

(Ord. No. 358, § IV, 12-12-05)

Sec. 90-237. - Permitted uses.

In the R-1B district the following uses are permitted:

- (1) Any use permitted in, and subject to, and subject to the provisions of the R-1A, single-family residential district.
- (2) State licensed residential facilities, except for adult foster care facilities for care and treatment of persons released from or assigned to adult correctional facilities.

(Ord. No. 358, § IV, 12-12-05; Ord. No. 370, § XVIII, 10-16-06)

Sec. 90-238. - Permitted uses after special land use review.

- (1) Two-family dwellings, subject to the special land use review standards as stated in section 90-75 and subject to the following provisions:
 - a. The two-family dwellings must be an existing use on the subject property at the time of this Code amendment adoption.
 - b. Only one entrance per two-family dwelling unit shall be visible from each public right-of-way.
 - c. The structure must have the overall appearance of a single-family dwelling including but not limited to such items as: architectural design, roof design, garage and driveways.

(Ord. No. 358, § IV, 12-12-05)

Sec. 90-239. - Area, height, and bulk, and placement requirements.

The area, height, bulk, and placement requirements for the R-1B district shall be in accordance with the schedule of regulations in section 90-351 et seq.

(Ord. No. 358, § IV, 12-12-05)

Secs. 90-240—90-250. - Reserved.

DIVISION 5. - R-T TERRACE DISTRICT

Sec. 90-251. - Statement of purpose.

The R-T terrace district is designed to permit residential use of land with terrace types of multiple dwellings and related uses. These areas would be located near major streets for good accessibility and be designed to complement adjacent single-family areas. Various types and sizes of residential accommodations for ownership or rental would thereby be provided to meet the needs of the different age and family groups in the community without over-taxing existing community facilities, utilities or services.

(Code 1980, § 5.121)

Sec. 90-252. - Permitted uses.

In the R-T district the following uses are permitted:

- (1) All uses permitted in the R-1A and R-1B districts, subject to all requirements for such uses in zoning districts where first permitted.
- (2) Terrace dwellings and apartment houses.

- (3) Hospitals and nursing homes, provided that the proposed site for a hospital or nursing home is not less than five acres, that there is adequate access to all required off-street parking areas, that there is no parking in the required front yard, that the site is adjacent to a major thoroughfare as defined on the city's comprehensive development plan, and that approval is secured from the city council.
- (4) Semiprivate, nonprofit clubs.
- (5) Signs, as regulated by chapter 58, and when located on the same lot pertaining to the use of the particular building or buildings, provided that they shall not overhang any public right-of-way; shall not be illuminated; shall not exceed six square feet in area; shall not project higher than four feet above the level of the ground; and shall not indicate any other information except the name or address of the building or management thereof. For community facility uses as enumerated in subsections (3) and (4), signs shall be in accordance with chapter 58. Signs for off-street parking areas, open or enclosed, are permitted providing they do not exceed two square feet in area and are not higher than seven feet above curb level.
- (6) Community garages and carports serving the principal residential building, containing space for no more than two passenger vehicles for each dwelling unit in the principal building on the lot, and having common and unpierced dividing walls between every two contiguous private garages or carports. Further, there shall be compliance with standards at section 90-25(8).
- (7) Private swimming pools (as regulated by section 14-176 et seq.) designed and operated only for occupants of the principal building and their personal guests.
- (8) Off-street parking in accordance with the requirements of article V.
- (9) Commercial antennas only as permitted in section 90-44 and subject to those provisions.
- (10) State licensed residential facilities, except for adult foster care facilities for care and treatment of persons released from or assigned to adult correctional facilities.

(Code 1980, § 5.122; Ord. No. 298, § 1, 3-18-96; Ord. No. 303, § 4, 6-16-97; Ord. No. 358, § IV, 12-12-05; Ord. No. 370, § XIX, 10-16-06)

Sec. 90-253. - Specifically prohibited uses.

In order to clarify the type of permitted uses in a R-T district, the following uses, among others, are specifically prohibited:

- (1) Rental offices, as accessory to a terrace dwelling unit project or an apartment house project.
- (2) Tourist home, lodgginghouse, or boardinghouse.
- (3) Motel, hotel or mobile home park.
- (4) A residential structure for a home for children of other than those residing therein, or for the aged, indigent or physically handicapped; or a rest or convalescent home.

(Code 1980, § 5.123)

Sec. 90-254. - Site plan review.

For all uses permitted in a R-T district, a site plan must be submitted to the city council showing all buildings, parking areas and landscaping at a scale sufficient to permit study of all elements of the plan. Typical elevations and floor plans of the building must also be provided. If the plans meet the required standards and design and indicate no adverse effects which in the opinion of the city

The area, height, bulk and placement requirements for P-1 districts shall be in accordance with the schedule of regulations in section 90-351 et seq.

(Ord. No. 336, § I, 11-18-02)

DIVISION 10. - T-1 MIXED USE TRANSITION-1

Sec. 90-335. - Statement of purpose.

The T-1, transition-1 district is designed and intended to provide a transition from the higher intensity mixed-use core of the central business district (CBD) and the edges of the village. While there are a wider range of uses permitted in this district, it is still intended to promote the development of a pedestrian oriented and accessible, mixed-use district in which a variety of retail, commercial, office, service, civic and residential uses are permitted. Each use shall be complementary to the stated function and purpose of the district and shall not have adverse impact upon adjacent street capacity and safety, utilities, and other city services.

The T-1 mixed-use district is further designed and intended to:

- (1) Maintain and enhance a viable mix of complimentary uses and discourage domination of the village by any single category of use.
- (2) Provide a physical transition from the larger buildings anticipated in the core of the village to the lower buildings anticipated at the edges of the village.
- (3) Preserve and enhance the village as a community asset that contributes positively to property values, community identity, and a sense of place.
- (4) Support the central business district for the citizens of the community to shop in a safe and enjoyable environment.
- (5) Create a mix of businesses that encourages an active pedestrian environment and promotes both convenience and destination shopping activities while providing opportunities for other uses including office and service uses.
- (6) Extend greater opportunities for traditional community living, working, housing and recreation to citizens and residents of the city.
- (7) Discourage the development of separate off-street parking facilities for each individual use, and to encourage the development of off-street parking facilities designed to accommodate the needs of several individual uses with access from side streets only.
- (8) Promote the creation of urban places such as plazas which are oriented to the pedestrian thereby promoting citizen security and social interaction.
- (9) Promote developments where the physical, visual and spatial characteristics are established and reinforced through the consistent use of traditional urban design and architectural design elements. Such elements shall relate to the design characteristics of an individual structure or development based on usage of traditional early American and late 1800 to early 1900 architectural style influences, ranging from Colonial styles of Georgian and Williamsburg; Victorian styles of Italianate, Gothic and Queen Anne; and later Romanticized styles of Tudor and French Country, used in a harmonious manner, resulting in coherent overall development patterns and streetscape for the downtown as well as surrounding areas.

- (10) Discourage commercial and business uses that create objectionable noise, glare or odors.
- (11) Promote uses that support and compliment the retail focus of the village, such as office and residential uses.

(Ord. No. 389, § VII, 10-19-09)

Sec. 90-336. - Permitted uses.

In the T-1 district the following uses are permitted provided that the use occupies 5,000 square feet of gross floor area or less. The following uses are permitted because they are considered to support and contribute to a vibrant and viable downtown environment.

- (1) Advertising signs subject to the requirements set forth in chapter 58.
- (2) Antique and consignment shops.
- (3) Art galleries.
- (4) Bake shops, providing that at least 75 percent of all baked goods produced on the premises are sold on the premises at retail and further provided that floor area used for bakery production shall be limited to 500 square feet per establishment.
- (5) Banks, savings and loan, credit union or other type of financial institutions.
- (6) Barbershop or beauty shop.
- (7) Clothing or costume rental establishments.
- (8) Department stores.
- (9) Fitness centers or dance studios.
- (10) Furniture stores.
- (11) Interior decorating establishments including bath and kitchen design, with a showroom.
- (12) Offices, either business professional, medical, or governmental, including stockbroker, real estate, insurance offices, and travel agencies.
- (13) Office supply store.
- (14) Off-street parking and loading in accordance with article V.
- (15) Outdoor cafés, and outdoor eating areas subject to the following provisions:
 - a. Such eating areas shall be defined by planters, posts with ropes, or other decorative, removable enclosures.
 - b. The outdoor seating shall in no way impair the use and enjoyment of adjacent or nearby properties.
 - c. Outdoor seating shall be subject to applicable city, county and state requirements.
 - d. A site plan shall specify the plans for storage of tables, chairs, and equipment during the months when the outdoor seating is not in use.
 - e. The outdoor eating area shall be kept clean and void of litter at all times.
 - f. Outdoor eating areas shall not be operated between the hours of 11:00 p.m. and 7:00 a.m.
 - g. The capacity of the outdoor seating area shall be provided by the applicant and verified by the building official.
 - h. Additional signs associated with the outdoor eating area are prohibited.
 - i. Details regarding the hours and type of entertainment, music, speakers, or similar devices used in outdoor

eating areas must be identified at the time of special use/site plan review.

- j. Preparation of food and beverages shall be prohibited in any outdoor eating area. The sale and consumption of alcohol are governed by the Michigan Liquor Control Act and local ordinance.
- k. In addition to the standards listed above, outdoor sidewalk cafés shall also be subject to the following standards:
 - (i) To allow for pedestrian circulation, a minimum of five feet of sidewalk along the curb and leading to the entrance to the establishment must be maintained free of tables and other encumbrances. If the sidewalk is not wide enough to allow for a five-foot wide clearance for circulation, the café should not be permitted.
 - (ii) Pedestrian circulation and access to store entrances should not be impaired. Thus, a boundary (maximum encroachment width and length) into the public sidewalk should be established, with an accessible aisle being maintained between this line and the curb, in accordance with the provisions of the National Americans with Disabilities Act (ADA) and Michigan barrier-free requirements.
 - (iii) Tables, chairs, planters, trash receptacles, and other elements of street furniture should be compatible with the architectural character of the adjacent buildings. If table umbrellas will be used, they should complement building colors.
 - (iv) Liability issues for use of the public sidewalk should be addressed and reviewed by the city attorney.
- (12) Photographic establishments.
- (13) Residential uses above the first floor of a building subject to the following provisions:
 - a. Residential uses shall only be located on the 2nd story of a building or above.
 - b. Residential uses shall be intergraded into the design of a larger mixed-use development.
 - c. No dwelling unit shall be located on the same floor as a business use (excluding a home occupation), and no floor may be utilized for business or office purpose which is located above a floor used for residential purposes.
 - d. Adequate provisions for off-street parking for any use above the second floor must be demonstrated to the satisfaction of the city planning commission.
 - e. Parking for residential uses shall be located in a parking structure connected to or designed as an integral part of the proposed development.
- (14) Terrace dwellings and apartment houses.
- (15) Restaurants except those having a drive-in or drive-through facility.
- (16) Generally recognized retail sales businesses, within an enclosed building, that supplies commodities on the premises for use or consumption off the premises, such as, but not limited to: Groceries, meats, dairy products, baked goods or other foods, drugs, dry goods, clothing and notions or hardware.
- (17) Uses similar to the uses listed above as determined by the city manager or his designee. Such determination shall be based on a finding of fact:
 - a. That the proposed use(s) will contribute to the viable mix of uses in the village;
 - b. Is compatible with the uses permitted in the village; and
 - (c) Will not adversely impact the retail oriented environment of the village.

(Ord. No. 389, § VII, 10-19-09)

Sec. 90-337. - Permitted uses after special approval.

In the T-1 district the following special approval uses are permitted, subject to the approval of the city planning commission after public hearing and notice pursuant to the requirements of the Michigan Zoning Enabling Act, and to site plan review as provided under section 90-302. The following uses are considered to be supporting and compatible with those uses listed in section 90-336 provided they comply with the general criteria identified in section 90-300.

- (1) Uses permitted in section 90-297 that exceed 5,000 square feet.
- (2) Buildings and facilities for furnishing utility services, including heat, light, water and power.
- (3) Hotel subject to the following standards:
 - a. Adequate parking, as determined by the city, for hotel guests and visitor shall be located in a parking structure connected to or designed as an integral part of the hotel.
 - b. Drop-off or pick-up areas shall be located in that portion of the building directly opposite of the Kercheval Avenue frontage.
 - c. The area located on the ground floor between the exterior wall of a building facing Kercheval Avenue or any intersecting side street and a line parallel to the exterior wall, setback 20 feet, with the exception of the hotel entrance, shall be occupied with a use permitted under section 90-297 or section 90-298 subject to all applicable conditions. Exceptions to this condition may be granted by the city planning commission provided the applicant can demonstrate that the proposal will be consistent with the intent of the T-1 district to provide a pedestrian oriented environment.
- (4) Interior decorating establishments including bath and kitchen design, without a showroom.
- (5) Theaters.

(Ord. No. 389, § VII, 10-19-09)

Sec. 90-338. - General criteria for uses permitted after special approval in the T-1 district.

In addition to specific site plan standards which the city planning commission may apply to the use, the standards contained in section 90-300 shall serve the city planning commission as the basis for decisions involving special land uses.

(Ord. No. 389, § VII, 10-19-09)

Sec. 90-339. - Rezoning area requirements.

No district shall be zoned as a T-1 district unless the zone shall contain several or all of the uses in section 90-336 and satisfies the objectives of section 90-335. Any expansion of the T-1 district must be consistent with the city's master plan.

(Ord. No. 389, § VII, 10-19-09)

Sec. 90-340. - Site plan review.

For all new construction, renovation consisting of exterior modifications, new use, or expansion of existing use in a T-1 district, a site plan must be submitted to the city planning commission showing all buildings, parking areas and landscaping at a scale sufficient to permit study of all elements of the plan. Typical elevations (with color renderings and a material board) and floor plans of the

building must also be provided. Plans must be prepared by a duly licensed or certified design professional.

If the plans meet the required standards and design and indicate no adverse effects which, in the opinion of the city planning commission, cause injury to adjoining property or the city as a whole, the city planning commission shall determine whether the required standards have been met and then may approve or disapprove the plans. Plans so approved shall regulate the development on the premises unless modified in the same manner as the plans were originally approved.

(Ord. No. 389, § VII, 10-19-09)

Sec. 90-341. - Protective screening.

Protective screening for T-1 districts that directly abut residential districts shall be in compliance with the regulations set forth in section 90-39. In addition, any parking visible from a public street must be screened from the street with a continuous row of evergreen shrubs a minimum of 30 inches high at the time of planting, or a 30-inch decorative masonry wall constructed of brick or stone.

(Ord. No. 389, § VII, 10-19-09)

Sec. 90-342. - Area, height, bulk and placement requirements.

The area, height, bulk and placement requirements for T-1 district shall be in accordance with the schedule of regulations in section 90-351 et seq.

(Ord. No. 389, § VII, 10-19-09)

Sec. 90-343. - Development standards.

The development standards for the T-1 district shall be in accordance with the standards in section 90-305.

(Ord. No. 389, § VII, 10-19-09)

Sec. 90-344. - Specifically prohibited uses.

In order to clarify the type of permitted uses in the T-1 district, the following uses, among others, are specifically prohibited:

- (a) Pawn shops.
- (b) Currency exchanges.
- (c) Payday loan stores.
- (d) Resale shops.

(Ord. No. 389, § VII, 10-19-09)

DIVISION 11. - T-2 MIXED USE TRANSITION-2

Sec. 90-345. - Statement of purpose.

The T-2, Transition-2 district is designed and intended to provide a transition from the higher intensity mixed-use core of the central business district (CBD) and the edges of the village. While there are a wider range of uses permitted in this district, it is still intended to promote the development of a pedestrian oriented and accessible, mixed-use district in which a variety of retail, commercial, office, service, civic and residential uses are permitted. Each use shall be complementary to the stated function and purpose of the district and shall not have adverse impact upon adjacent street capacity and safety, utilities, and other city services.

The T-2 mixed-use district is further designed and intended to:

- (1) Maintain and enhance a viable mix of complimentary uses and discourage domination of the village by any single category of use.
- (2) Provide a physical transition from the larger buildings anticipated in the core of the village to the lower buildings anticipated at the edges of the village.
- (3) Preserve and enhance the village as a community asset that contributes positively to property values, community identity, and a sense of place.
- (4) Support the central business district for the citizens of the community to shop in a safe and enjoyable environment.
- (5) Create a mix of businesses that encourages an active pedestrian environment and promotes both convenience and destination shopping activities while providing opportunities for other uses including office and service uses.
- (6) Extend greater opportunities for traditional community living, working, housing and recreation to citizens and residents of the city.
- (7) Discourage the development of separate off-street parking facilities for each individual use, and to encourage the development of off-street parking facilities designed to accommodate the needs of several individual uses with access from side streets only.
- (8) Promote the creation of urban places such as plazas which are oriented to the pedestrian thereby promoting citizen security and social interaction.
- (9) Promote developments where the physical, visual and spatial characteristics are established and reinforced through the consistent use of traditional urban design and architectural design elements. Such elements shall relate to the design characteristics of an individual structure or development based on usage of traditional early American and late 1800 to early 1900 architectural style influences, ranging from Colonial styles of Georgian and Williamsburg; Victorian styles of Italianate, Gothic and Queen Anne; and later Romanticized styles of Tudor and French Country, used in a harmonious manner, resulting in coherent overall development patterns and streetscape for the downtown as well as surrounding areas.
- (10) Discourage commercial and business uses that create objectionable noise, glare or odors.
- (11) Promote uses that support and compliment the retail focus of the village, such as office and residential uses.

(Ord. No. 389, § VIII, 10-19-09)

Sec. 90-346. - Permitted uses.

In the T-2 district the following uses are permitted provided that the use occupies 5,000 square feet of gross floor area or less. The following uses are permitted because they are considered to support and contribute to a vibrant and viable downtown environment.

- (1) Advertising signs subject to the requirements set forth in chapter 58.
- (2) Antique and consignment shops.
- (3) Art galleries.
- (4) Bake shops, providing that at least 75 percent of all baked goods produced on the premises are sold on the premises at retail and further provided that floor area used for bakery production shall be limited to 500 square feet per establishment.
- (5) Banks, savings and loan, credit union or other type of financial institutions.
- (6) Barbershop or beauty shop.
- (7) Clothing or costume rental establishments.
- (8) Department stores.
- (9) Fitness centers or dance studios.
- (10) Furniture stores.
- (11) Interior decorating establishments including bath and kitchen design, with a showroom.
- (12) Offices, either business professional, medical, or governmental, including stockbroker, real estate, insurance offices, and travel agencies.
- (13) Office supply store.
- (14) Off-street parking and loading in accordance with article V.
- (15) Outdoor cafés, and outdoor eating areas subject to the following provisions:
 - a. Such eating areas shall be defined by planters, posts with ropes, or other decorative, removable enclosures.
 - b. The outdoor seating shall in no way impair the use and enjoyment of adjacent or nearby properties.
 - c. Outdoor seating shall be subject to applicable city, county and state requirements.
 - d. A site plan shall specify the plans for storage of tables, chairs, and equipment during the months when the outdoor seating is not in use.
 - e. The outdoor eating area shall be kept clean and void of litter at all times.
 - f. Outdoor eating areas shall not be operated between the hours of 11:00 p.m. and 7:00 a.m.
 - g. The capacity of the outdoor seating area shall be provided by the applicant and verified by the building official.
 - h. Additional signs associated with the outdoor eating area are prohibited.
 - i. Details regarding the hours and type of entertainment, music, speakers, or similar devices used in outdoor eating areas must be identified at the time of special use/site plan review.
 - j. Preparation of food and beverages shall be prohibited in any outdoor eating area. The sale and consumption of alcohol are governed by the Michigan Liquor Control Act and local ordinance.
 - k. In addition to the standards listed above, outdoor sidewalk cafés shall also be subject to the following standards:
 - (i) To allow for pedestrian circulation, a minimum of five feet of sidewalk along the curb and leading to the entrance to the establishment must be maintained free of tables and other encumbrances. If the sidewalk is not wide enough to allow for a five-foot wide clearance for circulation, the café should not be permitted.

- (ii) Pedestrian circulation and access to store entrances should not be impaired. Thus, a boundary (maximum length) into the public sidewalk should be established, with an accessible aisle being maintained between accordance with the provisions of the National Americans with Disabilities Act (ADA) and Michigan barrier
 - (iii) Tables, chairs, planters, trash receptacles, and other elements of street furniture should be compatible with the architectural character of the adjacent buildings. If table umbrellas will be used, they should complement building colors.
 - (iv) Liability issues for use of the public sidewalk should be addressed and reviewed by the city attorney.
- (16) Photographic establishments.
- (17) Residential use subject to the following provisions:
 - a. Residential uses shall only be located on the 2nd story of a building or above.
 - b. Residential uses shall be intergraded into the design of a larger mixed-use development.
 - c. No dwelling unit shall be located on the same floor as a business use (excluding a home occupation), and no floor may be utilized for business or office purpose which is located above a floor used for residential purposes.
 - d. Adequate provisions for off-street parking for any use above the second floor must be demonstrated to the satisfaction of the city planning commission.
 - e. Parking for residential uses shall be located in a parking structure connected to or designed as an integral part of the proposed development.
- (18) Restaurants except those having a drive-in or drive-through facility.
- (19) Generally recognized retail sales businesses, within an enclosed building, that supplies commodities on the premises for use or consumption off the premises, such as, but not limited to: groceries, meats, dairy products, baked goods or other foods, drugs, dry goods, clothing and notions or hardware.
- (20) Uses similar to the uses listed above as determined by the city manager or his designee. Such determination shall be based on a finding of fact:
 - a. That the proposed use(s) will contribute to the viable mix of uses in the village;
 - b. Is compatible with the uses permitted in the village; and
 - c. Will not adversely impact the retail oriented environment of the village.

(Ord. No. 389, § VIII, 10-19-09)

Sec. 90-347. - Permitted uses after special approval.

In the T-2 district the following special approval uses are permitted, subject to the approval of the city planning commission after public hearing and notice pursuant to the requirements of the Michigan Zoning Enabling Act, and to site plan review as provided under section 90-302. The following uses are considered to be supporting and compatible with those uses listed in section 90-336 provided they comply with the general criteria identified in section 90-300.

- (1) Uses permitted in section 90-297 that exceed 5,000 square feet.
- (2) Buildings and facilities for furnishing utility services, including heat, light, water and power.
- (3) Hotel subject to the following standards:
 - a. Adequate parking, as determined by the city, for hotel guests and visitor shall be located in a parking

structure connected to or designed as an integral part of the hotel.

- b. Drop-off or pick-up areas shall be located in that portion of the building directly opposite of the Kercheval Avenue frontage.
- c. The area located on the ground floor between the exterior wall of a building facing Kercheval Avenue or any intersecting side street and a line parallel to the exterior wall, setback 20 feet, with the exception of the hotel entrance, shall be occupied with a use permitted under section 90-297 or section 90-298 subject to all applicable conditions. Exceptions to this condition may be granted by the city planning commission provided the applicant can demonstrate that the proposal will be consistent with the intent of the C-2 district to provide a pedestrian oriented environment.

(4) Interior decorating establishments including bath and kitchen design, without a showroom.

(5) Theaters.

(Ord. No. 389, § VIII, 10-19-09)

Sec. 90-348. - General criteria for uses permitted after special approval in the T-2 district.

In addition to specific site plan standards which the city planning commission may apply to the use, the standards contained in section 90-300 shall serve the city planning commission as the basis for decisions involving special land uses.

(Ord. No. 389, § VIII, 10-19-09)

Sec. 90-349. - Zoning area requirements.

No district shall be zoned as a T-2 district unless the zone shall contain several or all of the uses in section 90-336 and satisfies the objectives of section 90-335. Any expansion of the T-2 district must be consistent with the city's master plan.

(Ord. No. 389, § VIII, 10-19-09)

Sec. 90-350. - Site plan review.

For all new construction, renovation consisting of exterior modifications, new use, or expansion of existing use in a T-2 district, a site plan must be submitted to the city planning commission showing all buildings, parking areas and landscaping at a scale sufficient to permit study of all elements of the plan. Typical elevations (with color renderings and a material board) and floor plans of the building must also be provided. Plans must be prepared by a duly licensed or certified design professional.

If the plans meet the required standards and design and indicate no adverse effects which, in the opinion of the city planning commission, cause injury to adjoining property or the city as a whole, the city planning commission shall determine whether the required standards have been met and then may approve or disapprove the plans. Plans so approved shall regulate the development on the premises unless modified in the same manner as the plans were originally approved.

(Ord. No. 389, § VIII, 10-19-09)

Sec. 90-350.1. - Protective screening.

Protective screening for T-2 districts that directly abut residential districts shall be in compliance with the regulations set forth in section 90-39. In addition, any parking visible from a public street must be screened from the street with a continuous row of evergreen shrubs a minimum of 30 inches high at the time of planting, or a 30-inch decorative masonry wall constructed of brick or stone.

(Ord. No. 389, § VIII, 10-19-09)

Sec. 90-350.2. - Area, height, bulk and placement requirements.

The area, height, bulk and placement requirements for T-2 district shall be in accordance with the schedule of regulations in section 90-351 et seq.

(Ord. No. 389, § VIII, 10-19-09)

Sec. 90-350.3. - Development standards.

The development standards for the T-2 district shall be in accordance with the standards in section 90-305.

(Ord. No. 389, § VIII, 10-19-09)

Sec. 90-350.4. - Specifically prohibited uses.

In order to clarify the type of permitted uses in the T-2 district, the following uses, among others, are specifically prohibited:

- (a) Pawn shops.
- (b) Currency exchanges.
- (c) Payday loan stores.
- (d) Resale shops.

(Ord. No. 389, § IX, 10-19-09)

Editor's note— Ord. No. 389, § IX, adopted October 19, 2009, set out provisions intended for use as § 90-344A. For purposes of clarity, and at the editor's discretion, these provisions have been included as § 90-350.4.

Secs. 90-350.5—90-350.99. - Reserved.

DIVISION 12. - T TRANSITION

Sec. 90-350.100. - Statement of purpose.

The T transition district is designed and intended to provide a transition from the vehicular parking district (P-1) on the outside of the mixed-use core of the central business district (C-2) and the surrounding residential areas. This district is intended to accommodate a range of residential uses to serve as a transition between the activities of the village and the surrounding single-family residential land uses. Various types and sizes of residential accommodations would thereby be provided in this district to

meet the needs of different age and family groups without over-taxing existing community facilities, utilities, or services. This district shall be pedestrian-oriented, and its residential uses shall be complementary to residential uses both within and adjacent to the T district.

(Ord. No. 407, § VIII, 7-15-13)

Sec. 90-350.101. - Permitted uses.

In the T district the following uses are permitted:

- (1) Apartment houses.
- (2) Hotel subject to the following conditions:
 - a. Adequate parking, as determined by the city, for hotel guests and visitors shall be provided.
- (3) Housing for elderly, independent.
- (4) Housing for elderly, assisted.
- (5) Public parking facilities.
- (6) One- and two-family homes existing at the time of establishment of the T district.
- (7) Uses similar to the uses listed above as determined by the city manager, or his designee.

Such determination shall be based on finding of fact:

- a. That the proposed uses(s) will contribute to the viable mix of uses in the village;
- b. Is compatible with the uses permitted in the village; and
- c. Will not adversely impact the retail oriented environment of the village.

(Ord. No. 407, § VIII, 7-15-13)

Sec. 90-350.102. - Permitted uses after special approval.

In the T district the following special approval uses are permitted, subject to the approval of the city planning commission after public hearing and notice pursuant to the requirements of the Michigan Zoning Enabling Act, and to site plan review as provided under section 90-74. The following uses are considered to be supporting and compatible with those uses listed in section 90-350.101 provided they comply with the standards identified in section 90-75(g).

- (1) Commercial antenna.

(Ord. No. 407, § VIII, 7-15-13)

Sec. 90-350.103. - Zoning area requirements.

No district shall be zoned as a T district unless the zone shall contain several or all of the uses in section 90-350.101 and satisfies the objectives of section 90-350.100. Any expansion of the T district must be consistent with the city's master plan.

(Ord. No. 407, § VIII, 7-15-13)

Sec. 90-350.104. - Site plan review.

For all uses permitted in a T district, a site plan must be submitted to the planning commission pursuant to section 90-74.

(Ord. No. 407, § VIII, 7-15-13)

Sec. 90-350.105. - Protective screening.

Protective screening for T districts that directly abut residential districts shall be in compliance with the regulations set forth in section 90-39. In addition, any parking visible from a public street must be screened from the street with a continuous row of evergreen shrubs a minimum of 30 inches high at the time of planting, or a 30-inch decorative masonry wall constructed of brick or stone as determined by the planning commission.

(Ord. No. 407, § VIII, 7-15-13)

Sec. 90-350.106. - Area, height, bulk, and placement requirements.

The area, height, bulk, and replacement requirements for the T district shall be in accordance with the schedule of regulations in section 30-351.

(Ord. No. 407, § VIII, 7-15-13)

Sec. 90-350.107. - Development standards.

Hotels and other uses with accessory commercial or service uses on the first floor shall comply with the development standards in section 90-305.

Residential uses shall comply with the following development standards:

(1) *Site design standards.*

a. *Parking.*

- (i) All parking spaces, including those in garages, shall be located behind the front building wall of the principal building closest to the front street. Exception: Portions of driveway spaces for residential dwelling units may be located in a front yard provided that the driveways pace has a minimum depth of 18 feet measured from the front property line.
- (ii) Driveways should access side streets for sites with side street access. Driveways may not access front streets when a site has side street access. The driveway standards may be modified to permit driveways that access front streets when side street access is available if there is no reasonable alternative.

b. *Front yard landscaping.* The area between the building and the front street shall be landscaped except where vehicle or pedestrian circulation areas are located.

c. *Encroachments.* Front stoops attached to a dwelling may project up to six feet into a required front yard, but in no case may project into a right-of-way or similar easement.

d. *Garages.*

- (i) Garage doors may not be facing a public street.

e. *Building materials.*

- (i) *Combination of materials.* Building materials may be combined on a building facade horizontally, with

the heavier material below the lighter material.

- (ii) *Primary building materials.* Primary building materials shall be used on a minimum of 60 percent of the facade area of the building (excluding the area of doors and windows).

Durable natural or natural-appearing building materials such as brick, stone, exposed logs or timber, cementitious siding, split face block, or other similar materials are preferred primary building materials. Durable synthetic building materials that convincingly match the appearance of natural building materials may be used as a primary building material.

- (iii) *Accent building materials.* Accent materials may be used on up to 40 percent of the facade area of the building (excluding the area of doors and windows).

Acceptable accent materials include decorative precast concrete block, metal, and glass. Non-durable building materials such as EIFS may be used as an accent building material on up to ten percent of the total wall area of any facade, but may not be used on the base level of a building.

f. *Base, middle, cap standards.*

- (i) *Base.*

- (A) The base of the building shall have a minimum height of ten feet.

- (B) A horizontal molding or cornice shall be provided at the roofline for a one-story building, between the first and second floor for multiple story buildings with two to four stories, or between the first and second floor or second and third floor for five or more story buildings. This molding or cornice adds visual interest and visually separates the base of the building from upper stories. The molding or cornice shall have a minimum height of four inches and a projection of at least two inches.

- (ii) *Middle.* The middle area of the building includes upper stories, and is visually defined by the molding or cornice that defines the base of the building and a cornice or eaves line that defines the cap of the building. There are no specific requirements for the middle of the building. Building material transitions may take place between the base and the middle portions of the facade, or within the middle portion of the facade for buildings four stories or greater where the design intent is to create a more substantial appearing base.

- (iii) *Cap.* Pitched roofs shall be sloped no less than 5:12, except that roofs for porches and attached sheds may be no less than 2:12. Flat roofs shall be enclosed by parapets a minimum of 30 inches high, or higher if required to conceal mechanical equipment from view from the front street or from any single family residential property. Flat roofs shall include a cornice to define the top of the building.

g. *Building transparency.*

- (i) *Minimum first floor transparency.* The minimum transparency on the first floor front facade shall be 35 percent for buildings with residential first floor uses.
- (ii) *Maximum upper floor transparency.* The maximum transparency on upper stories shall not exceed 50 percent.
- (iii) *Proportion of openings.* Building openings, including doors and windows, shall be square or vertical in proportion except on the first floor front facade, where windows may have a horizontal proportion. Individual windows with a vertical proportion may be grouped together even if the group of windows will have an overall horizontal proportion.

- h. Buildings wider than 75 feet shall incorporate vertical elements in the principal façade to mimic smaller-scale development.
 - i. *Encroachments.* Balconies on upper stories may project up to six feet from the face of the building, and may encroach into setback areas.
 - j. *Mechanical equipment and service areas.*
 - (i) Service areas, including utility access, loading areas, and dumpsters shall be located in side or rear yards and shall be screened from view from any street and any residentially used property.
 - (ii) Mechanical and utility equipment, such as gas or electrical meters, telephone boxes, utility cabinets, HVAC equipment, and other similar utility devices (whether ground, wall, or roof mounted) shall be screened from view from a point eight feet above grade level at the centerline of any abutting roads and along any parcel line abutting a residentially used property. The applicant shall submit a line of sight drawing demonstrating that the equipment will not be visible from the above locations. Exterior screening materials shall be the same as the predominant materials of the principal building.
 - (iii) *Modification of building design standards.* In the interest of architectural diversity, the building design standards may be modified to permit alternate materials or design. Any approved modification must result in a building that is equal to or exceeds the quality and design of a building that complies with the building design standards.
- (2) *Stoop building design standards.*
- a. *Design features.* Any street-facing façade that is visible from a public right-of-way or private road easement shall include features such as, but not limited to columns, cornices, pediments, articulated bases, and fluted masonry covering a minimum of ten percent of the exterior wall area.
 - b. *Front porch or stoop required.* Each dwelling unit or building subdivision shall have a minimum 30 square feet unenclosed porch or stoop. The porch or stoop shall be raised at least 18 inches above sidewalk grade. The porch or stoop may be covered so long as the area between the surface of the top surface of the stoop and the underside of the canopy covering the stoop is at least 75 percent open. For the purpose of calculating the enclosure requirement, the vertical area of any surface or building element intended to enclose the stoop, including screens, shall be subtracted from the total vertical area of the stoop between the floor and the canopy.
 - c. *Elevated first floor.* In order to provide privacy for first floor rooms, the first floor of the building shall be elevated a minimum of 30 inches above the level of the sidewalk adjacent to the front property line.
 - d. *Entrances.* A minimum of 75 percent of all units within a stoop building shall have their principal entrance on the front facade of the building.
- (3) *Courtyard building design standards.*
- a. *Courtyard width.* The courtyard shall not exceed 60 percent of the width of the lot.
 - b. *Ground story design.*
 - (i) *Entrances.* All buildings shall have their principal entrance on the front façade of the building. Entrances may be recessed up to six feet from the front building wall of the building.
 - (ii) *Ground story height.* A minimum clear height of 12 feet shall be provided for the ground story in a courtyard building.

- (iii) *Bulkhead below first floor windows.* First floor windows may not extend down to grade level. A bulkhead minimum height of one foot shall be provided below first floor windows. The bulkhead should use a material that should appear heavier visually than the material used for the walls.
- c. *Modification of building design standards.* In the interest of architectural diversity, the building design standards may be modified. Any approved modification must result in a building that is equal to or exceeds the quality and design of a building that complies with the building design standards.

Figure 1. Stoop Private Frontage Illustrative Example

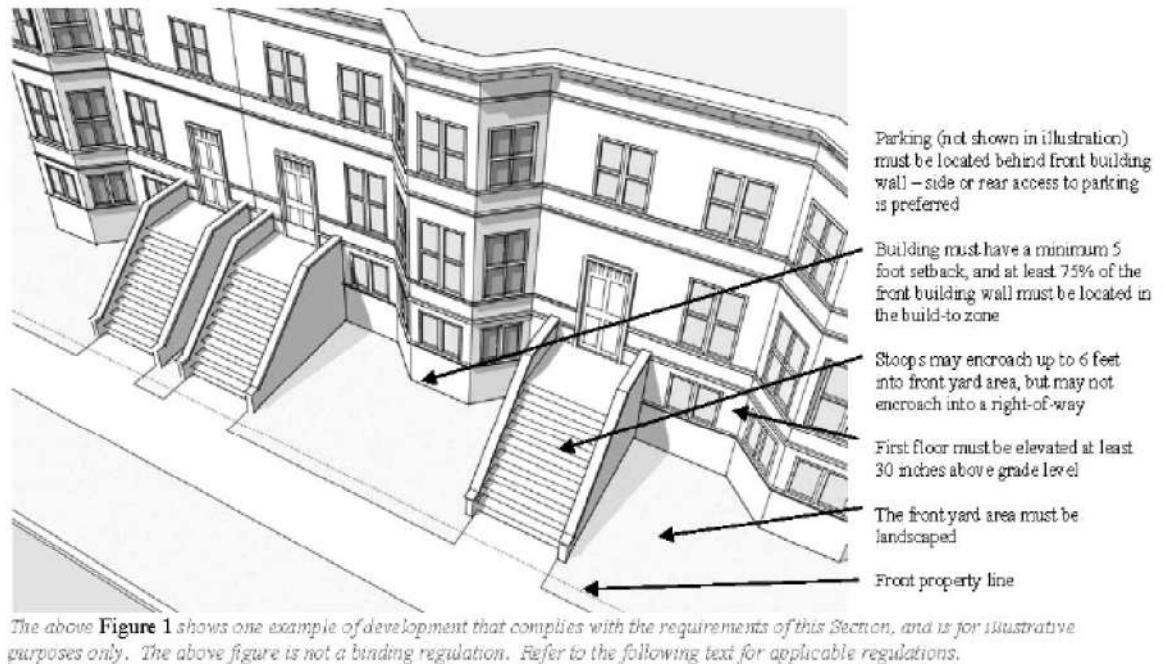
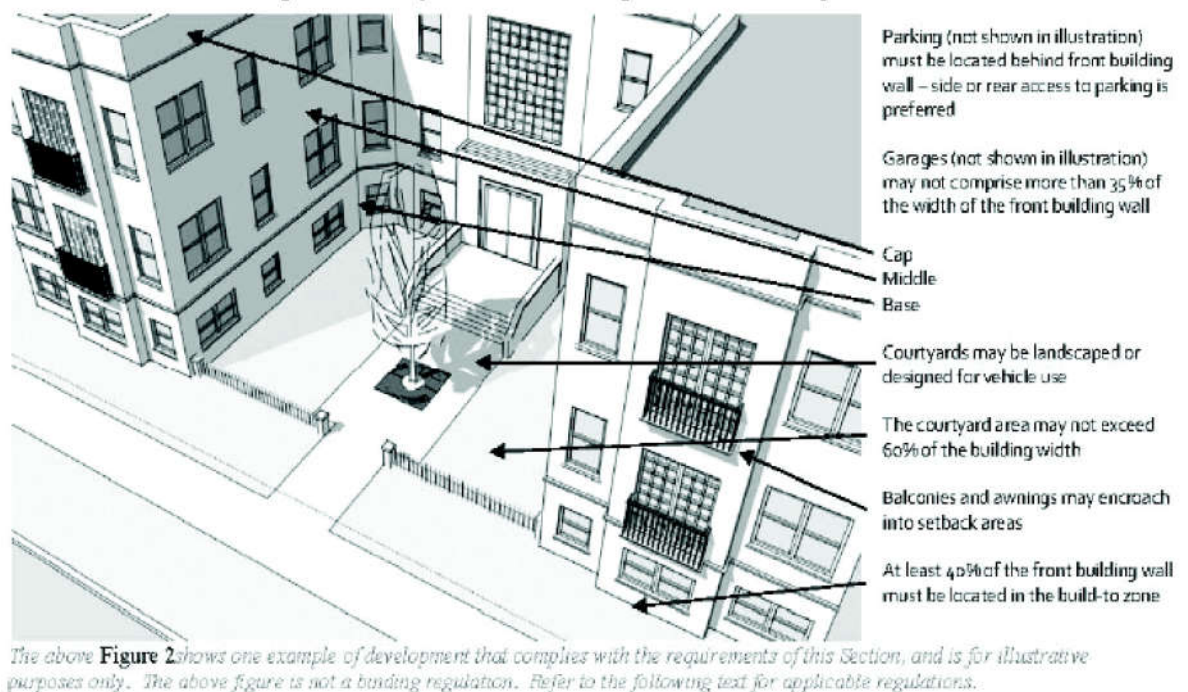


Figure 2. Courtyard Private Frontage Illustrative Example



(Ord. No. 407, § VIII, 7-15-13)

Sec. 90-223. - Area, height, and bulk, and placement requirements.

The area, height, bulk, and placement requirements for the R-1A district shall be in accordance with the schedule of regulations in section 90-351 et seq.

(Ord. No. 358, § IV, 12-12-05)

ARTICLE VII. - AREA, HEIGHT, BULK AND PLACEMENT REQUIREMENTS

Sec. 90-351. - Schedule.

							Minimum yard setbacks in feet (unobstructed) ^a						
					Maximum height of buildings			Sides					
Zoning district		Maximum lot coverage (percent)	Area per dwelling unit in sq. ft.	Width in feet	In stories	In feet	Front	At least one	Total of two	Side yard adjacent to a street	Rear	Minimum floor area per dwelling unit ⁱ in sq. ft.	Minimum floor area on first floor per dwelling unit
(1)	E-R	25	20,000	150	3	35	40 ^{b,} 40	^{c, n, o}	^{c, n, o}	22 ^{c, j}	30 ^c		
(2)	R- 1A	30	15,000	100	2½	35	35 ^{b,} 35	^{c, n, o}	^{c, n, o}	22 ^{c, j}	30 ^c	1,800	1,200
(3)	R- 1B	30	(p, q)	(r, s)	2½ ^m	35 35 ^m	30 ^b	(c, d)	(c, d)	20 ^{c, j}	25 ^c	1,200	1,000
(4)	R-T g, h	35	4,000	150	2½	35	25 ^d	^{c, n, o}	^{c, n, o}	12 ^{c, d}	25 ^{c,} 25 ^d	1,800	
(5)	RO- 1	40	4,000	70	2½	35	30 ^c	^{e, f}	^{e, f}		^{e, f}		
(6)	C-1				2½	35		^f	^f		^f		
					^f	^f	^f	^f	^f	^f	^f		

(7)	C-2											1,000	
(8)	P-1												
(9)	T-1				2 1/2	35	10	f	f	f	f	1,000	
(10)	T-2				4	42	f	f	f	f	f	1,000	
(11)	T				3 ^{f(5)}	42 ^{f(5)}	f ⁽⁶⁾	5	5	20 ^c	25 ^c	1,000	
(12)	HF	See <u>section 90-309</u>											
(13)	NC	—	4,000	—	2	35	t	—	—	t	t	—	

Notes:

- a. 50-foot setback for all buildings in any zoning district is required for all yards abutting on Jefferson Avenue.
- b. For a lot occupied by any permitted building in the E-R, R-1A, R-1B and R-T districts, other than solely for residential purposes, the required front yard setback shall be 50 feet. However, where 50 percent or more of the lots in any one block (an area between two adjacent streets) has been built upon, the minimum front yard shall be established by using the average depth of the front yards of the built lots.
- c. In E-R, R-1A, R-1B and R-T districts on a lot occupied by any building which is permitted in the districts other than solely for residential purposes, the width of each side or rear yard shall be not less than 25 feet.
- d. The distance between buildings, or between any building and the nearest lot line shall not be less than the height of the building, nor less than 20 feet, whichever is greater. No more than ten percent of the required distance may be used for off-street parking area.
- e. No front, side or rear yard required where 50 percent or more of block is built up with structures not providing any front, side or rear yards.
- f. For all RO-1, C-1, C-2, and T-2 districts, the following yard requirements shall apply:
 - (1) On the side of a lot which abuts property located in any residential zone, a side yard of not less than 20 feet in width shall be provided.
 - (2) In all cases where a building has a wall not of fireproof construction or a fireproof wall pierced with windows or other openings, the building shall be accessible on at least two sides by public street or alley or by a passageway, open aboveground, not less than ten feet wide, measured to the lot line, extending to a public street or alley.
 - (3) All buildings must be built-to the predominant building line established along the block face between the two closest intersecting streets in an effort to maintain a continuity of storefronts. Exceptions from this requirement may be permitted provided there are plazas or other public amenities incorporated into the area of the proposed setback.
 - (4) The following requirements shall apply to those uses located in the C-2 district:

- (a) Buildings located within 300 feet of the Neff Street right-of-way shall be limited to two and one-half stories
 - (b) Buildings located between 300 feet of the Neff Street right-of-way and St. Clair Avenue shall be limited to three stories in height, or 42'-0".
 - (c) Buildings located within 240 feet of the Cadieux Road right-of-way shall be limited to two and one-half stories in height, or 35'-0".
 - (d) Buildings located between 240 feet of the Cadieux Road right-of-way and Notre Dame Avenue shall be limited to three stories in height, or 42'-0".
 - (e) Buildings located between St. Clair and Notre Dame shall be limited to four stories or 54'-0" provided, the fourth story shall be enclosed in a mansard roof or setback 15 feet from the building facade of the third story and contain only residential uses as permitted under Section 298.
 - (f) No off-street parking area, located at grade, may be located within 100 feet of the right-of-way of Kercheval Avenue.
 - (g) No use, permitted or permitted after special approval, shall have a drive-up facility allowing transactions without leaving a vehicle within 250 feet of the right-of-way of Kercheval Avenue.
- (5) The following requirements shall apply to those uses located in the T-1 district:
- (a) The setback from Notre Dame shall be 10'-0".
 - (b) The setback from Waterloo shall be no less than 10'-0"; and no more than 25'-0".
 - (c) The setback from St. Clair shall be no more than 10'-0".
 - (d) Buildings or portions of buildings located more than 100'-0" from the Waterloo right-of-way shall be limited to three stories in height, or 42'-0".
- (6) The following requirements shall apply to those uses located in the T district:
- (a) Buildings in this area may include an additional story subject to special use approval and further provided that the fourth story shall be enclosed in a mansard roof or setback 15 feet from the building facade of the third story.
 - (b) The setback from St. Clair shall be 10'-0" for a hotel.
 - (c) The setback from St. Clair shall be no less than 15'-0" and no more than 20'-0" for permitted residential uses.
 - (d) The setback from St. Paul shall be no less than 30'-0".
- g. Required lot area, lot width and other regulations for single-family residences in an R-T district shall be the same as required for the single-family district abutting on the R-T district at the nearest distance from the lot or lots in question.
- h. Attached single-family dwellings or terraces may be erected and rented or sold as individual units regardless of the side yard, lot area and lot width requirements of the residential zone classifications, subject to the following provisions:
- (1) The building containing the attached houses must meet all use, height, yard and parking provisions of its zone district.
 - (2) The sale of any individual unit must include rights to a common open space for access to a common required parking area, unless the individual unit has a built-in garage in connection therewith.
 - (3) No terrace shall contain more than six such attached dwelling units unless provided with other courts of at least 20 feet in two directions.

- (4) Each unit shall have utility services.
- (5) If units in terraces have private ownership, site must be subdivided in accordance with all applicable state, county and city laws.
- i. The minimum floor area per dwelling unit shall not include area of basements, porches, attached garages or utility rooms.
- j. For detailed regulations for this district see article V.
- k. For lots fronting or adjacent to Lake St. Clair, the front yard for purposes of determining setback shall be that yard which faces the lake and the rear yard shall be that yard which is opposite the lake side and which faces Jefferson Avenue. The front yard setback for all buildings, structures, accessory buildings thereto, and fences or walls in excess of four feet in height shall be 75 feet. Modification of the setback requirement may be approved by the board of zoning appeals to a depth equal the setback of the building on the adjacent lot having the greatest setback from the lake, but the maximum depth need not be required to exceed 75 feet.
- l. For height limitations on aerials and antennas see section 90-44 (commercial antennas), section 90-14 (domestic aerials) and section 90-43 (satellite dish antennas).
- m. For lots with a width of less than 40 feet the maximum height is one and one-half stories (28 feet).
- n. For lots in the E-R, R-1A, R-1B and R-T Districts, the following side yard setback requirements shall apply:
 - (1) For lots with a lot width of 50 feet or less: Nine feet (at least one side), 15 feet total of two sides.
 - (2) For lots with a lot width of 51 to 100 feet: Nine feet (at least one side), 20 feet total of two sides.
 - (3) For lots with a lot width of 101 feet or greater: Nine feet (at least one side), 30 feet total of two sides.
- o. No two adjacent properties shall have buildings erected with less than a nine-foot separation between them.
- p. Any existing lot created prior to January 01, 2005 shall be considered a buildable lot in the R-1B district provided the lot area is greater than 3,000 square feet.
- q. Any lot created after must conform to the predominant lot size of the lots on the same side of the street between two closest intersecting streets or 7,500.
- r. Any existing lot created prior to January 01, 2005 shall be considered a buildable lot in the R-1B district provided the lot width is a minimum of 30 feet.
- s. Any lot created after must conform to the predominant lot width of the lots on the same side of the street between the two closest intersecting streets or 50 feet, which ever is less.
- t. For the NC district, the following area, height, bulk, and placement requirements shall apply:
 - (1) The City Council may allow a building height of up to 40 feet subject to permitted use after special approval.
 - (2) Special architectural features will be allowed to exceed the above height if:
 - (a) The feature is located at a corner.
 - (b) The feature is deemed necessary to the type, use, or style of the building in question.
 - (c) Special architectural features such as pediments, turrets, or other elements compatible with the architecture of the building, shall not exceed the height of the remainder of the building by more than ten feet.
 - (3) Front Building Setbacks. All buildings must be built to the predominant building line established along the block face between the two closest intersecting streets. Exceptions from this requirement include:
 - (a) Plazas or other public amenities incorporated into the area of the proposed setbacks.
 - (b) A gallery may extend a maximum of ten feet into the predominant setback area.

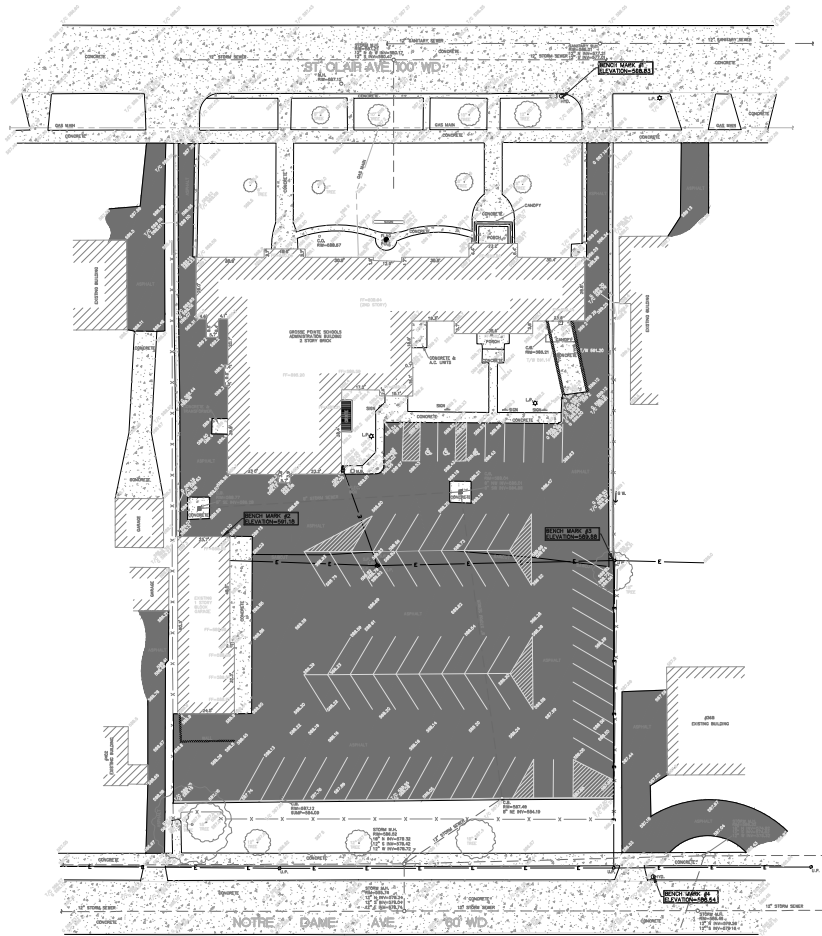
- (c) Expression zone. Architectural features such as bay windows or other projections not exceeding 25 percent (in aggregate) of the building frontage may project up to five feet beyond the predominant building line.
- (4) Rear building setbacks. All buildings must be setback a minimum of 20 feet from the rear property line. This shall not prohibit buildings that do not comply with this standard as of the date of effect of this ordinance from being rebuilt in the case of destruction or damage (beyond 50 percent of state equalized value), expanded, or otherwise improved.

(Ord. No. 276, § 2(5.176, 5.177), 9-21-92; Ord. No. 298, § 1, 3-18-96; Ord. No. 348, § I, 5-17-04; Ord. No. 358, § V, 12-12-05; Ord. No. 374, § I, 8-20-07; Ord. No. 389, § X, 10-19-09; Ord. No. 407, § IX, 7-15-13; Ord. No. 412, § II, 2-24-14; Ord. No. 414, §§ II, III, 6-16-14)

Secs. 90-352—90-399. - Reserved.

V. Survey/Floor Plans/Utilities

The information contained in this Request For Proposals To Purchase Real Property is provided as an accommodation to the prospective purchasers. It is believed to be correct, but no representations or warranties as to its accuracy should be inferred or are made. Each party responding to this Request For Proposals should independently confirm the accuracy of the information contained herein.



SITE BENCHMARK DATA

BENCHMARK #1: TOP OF A PINE WORMHOLE LOCATED ON THE EASTERN SIDE OF THE BUILDING. ELEVATION=98.83
BENCHMARK #2: TOP OF A PINE WORMHOLE LOCATED ON THE EASTERN SIDE OF THE BUILDING. ELEVATION=98.83
BENCHMARK #3: SET A P.A. NAIL IN THE NORTHERLY FACE OF A UTILITY POLE LOCATED ALONG THE SOUTHERLY SIDE OF THE SUBJECT PROPERTY LINE. ELEVATION=99.28
BENCHMARK #4: TOP OF A PINE WORMHOLE LOCATED ON THE EASTERN SIDE OF NOTRE DAME AVE. NEAR POLE #101. ELEVATION=98.24



LOCATION MAP
NOT TO SCALE

LEGEND

B. RECORD
M. MEASURED
F.L.M. FOUND FOUND ROD
F.M. FOUND FOUND
S.A. SET P.A. NAIL
T/C. TOP OF CURB
C. CENTER
T.F. TANGENT FLOOR
T.M. TOP OF MALL
U.P. UTILITY POLE
O.M. OPEN MANHOLE
C.A. CLEAN OUT
L.P. LIGHT POLE
G.V. GATE VALVE AND WELL
S.P. STEEL POST
F.P. FIRE HYDRANT
S. SIGN
S.W. SANITARY SEWER
S.B. STORM SEWER
W. WATER MAIN
O.U. OVERHEAD UTILITY LINES

NOTE
ALL UNDERGROUND CONSTRUCTION SHALL BE NOTED BY THE CONTRACTOR. IF ANY UNDERGROUND CONSTRUCTION IS FOUND, THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTING IT. IF ANY UNDERGROUND CONSTRUCTION IS FOUND, THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTING IT.

8 WORKING DAYS BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171
FOR THE CITY OF GROSSE POINTE

UTILITY NOTE
ALL UTILITIES SHOWN ON THIS MAP ARE BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES BEFORE ANY CONSTRUCTION BEGINS.

GRAPHIC SCALE
1" = 20' FT.
0 10 20 30 40

DATE	BY	REVISIONS	DATE	BY	REVISIONS

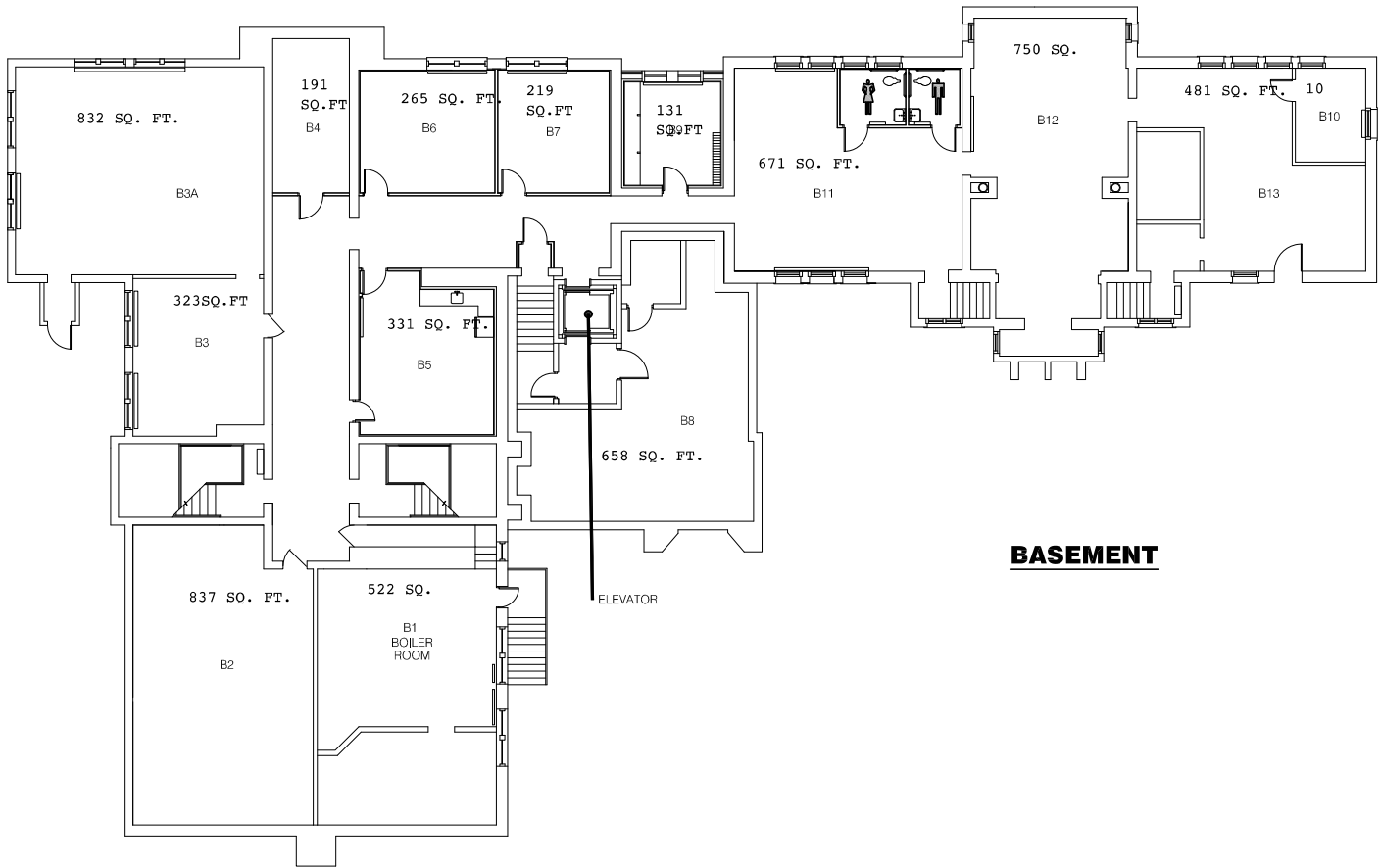
TOPOGRAPHIC SURVEY

CITY OF GROSSE POINTE, COUNTY OF WAYNE, MICHIGAN

DRAWN BY: A.J.
CHECKED BY: S.M.
APPROVED BY: [Signature]

GEORGE JEROME & CO.
1400 N. WYOMING AVE., SUITE 100
ANN ARBOR, MI 48106
PHONE: 734-769-0000
FAX: 734-769-0001
WWW.GEORGEJEROME.COM

PROJECT NO. 24-397
FIELD NO. J232.2.58.70
SHEET NO. 1 OF 3
DATE: 02-24-20
DRAWING FILE NO.



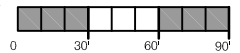
BASEMENT

Grosse Pointe Public School System Administration Building

389 St. Clair
Grosse Pointe, MI 48230
313.432.3081

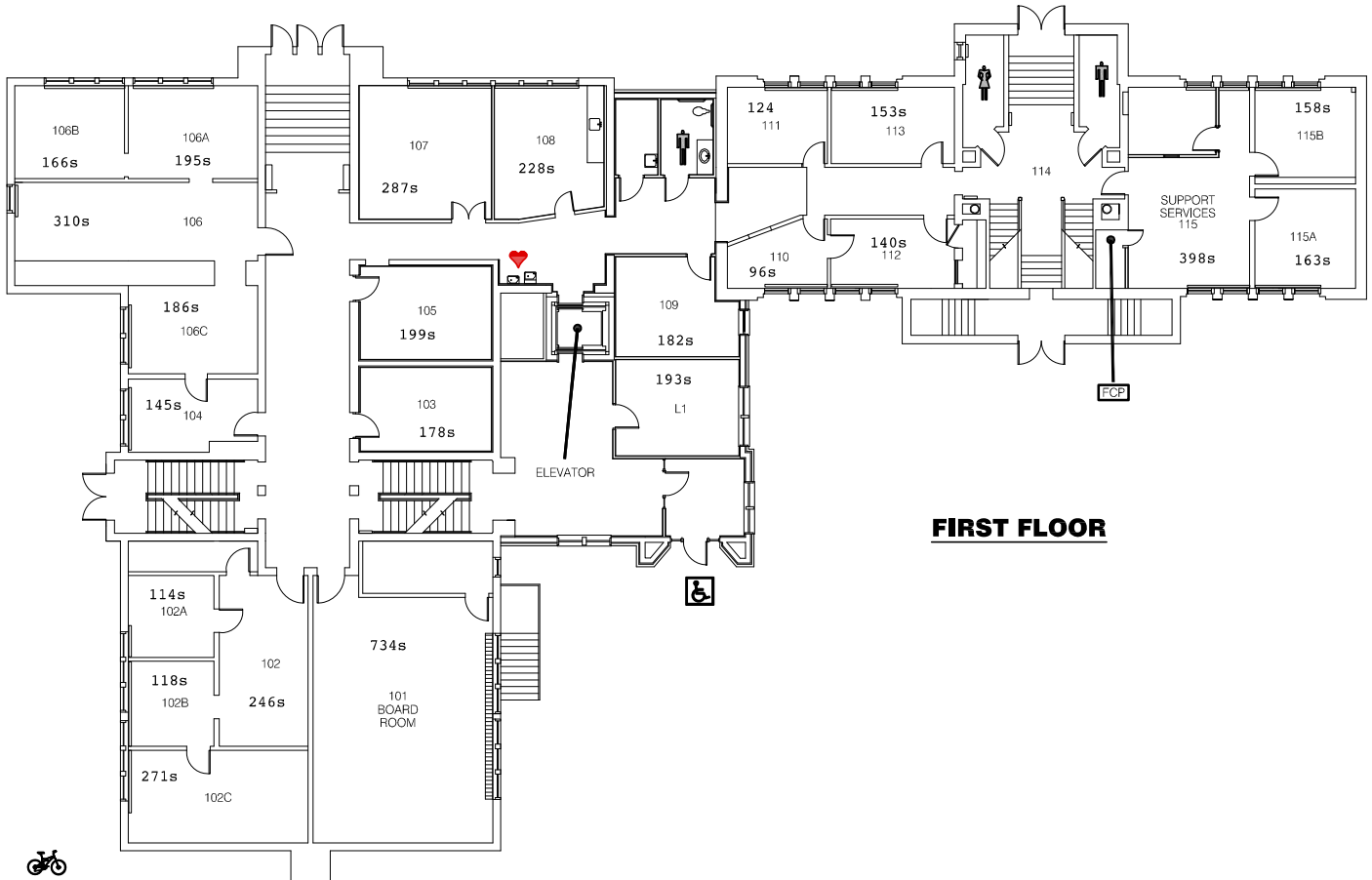
LEGEND:

MENS RESTROOM	KNOX-BOX	ADA ENTRANCE
WOMENS RESTROOM	FIRE ALARM CONTROL PANEL	CONTROLLED ACCESS ENTRY
AUTOMATIC ELEC. DEFIBRILLATOR	FIRE ALARM ANNUNCIATOR PANEL	BIKE RACK



Ehresman Associates, Inc.
architects engineers

DATE: MARCH 2011



FIRST FLOOR

Grosse Pointe Public School System Administration Building

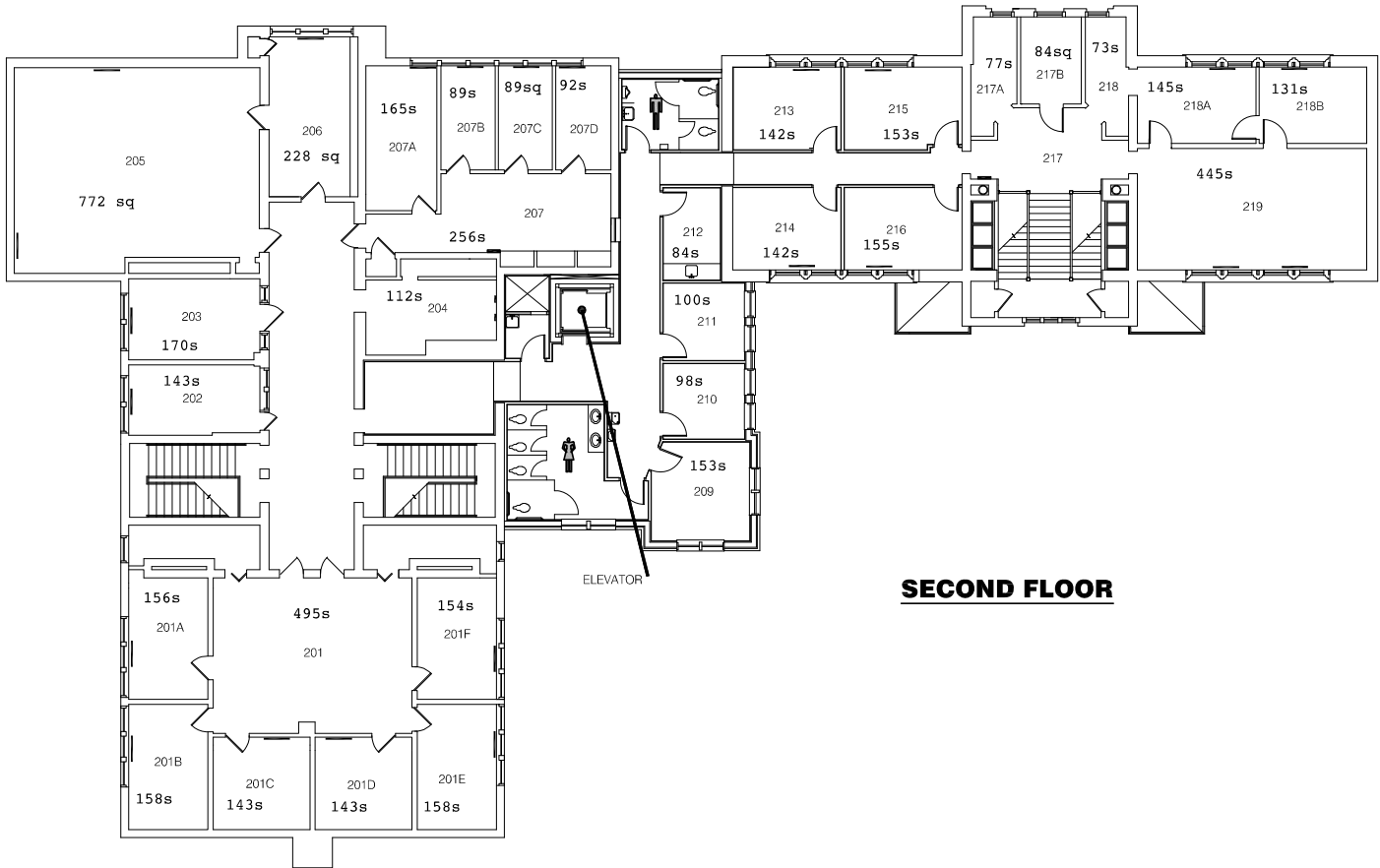
389 St. Clair
Grosse Pointe, MI 48230
313.432.3081

LEGEND:

	MENS RESTROOM		KNOX-BOX		ADA ENTRANCE
	WOMENS RESTROOM		FIRE ALARM CONTROL PANEL		CONTROLLED ACCESS ENTRY
	AUTOMATIC ELEC. DEFIBRILLATOR		FIRE ALARM ANNUNCIATOR PANEL		BIKE RACK



Ehresman Associates, Inc.
architects engineers
DATE: MARCH 2011



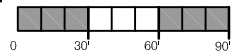
SECOND FLOOR

Grosse Pointe Public School System Administration Building

389 St. Clair
Grosse Pointe, MI 48230
313.432.3081

LEGEND:

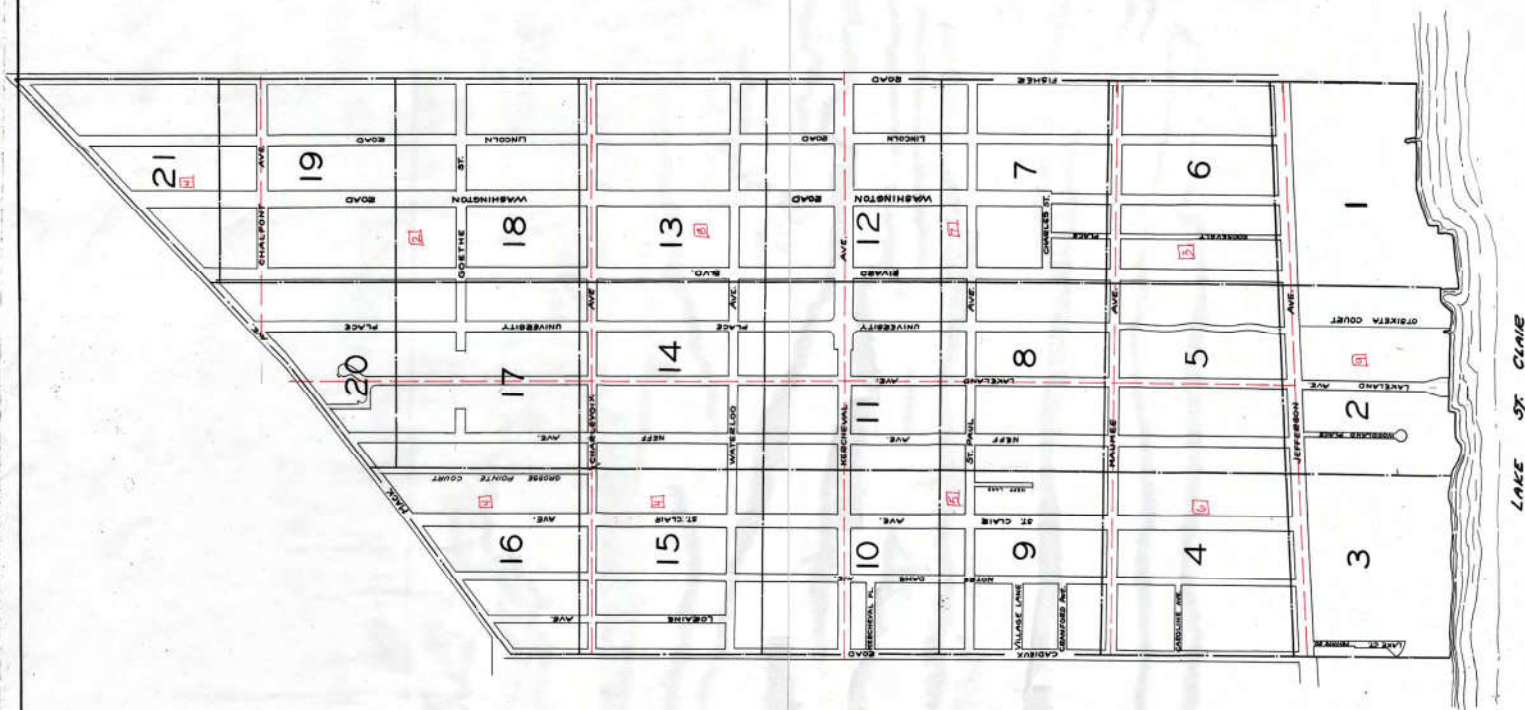
	MENS RESTROOM		KNOX-BOX		ADA ENTRANCE
	WOMENS RESTROOM		FIRE ALARM ANNUNCIATOR PANEL		CONTROLLED ACCESS ENTRY
	AUTOMATIC ELEC. DEFIBRILLATOR		FIRE ALARM CONTROL PANEL		BIKE RACK



Ehresman Associates, Inc.
architects engineers

DATE: MARCH 2011

INDEX TO PLATES
SECTION NO. CORRESPONDS
WITH PLATE NO.



CADIEUX

ROAD

66 FT. WD.

JEFFERSON

BON SECOUR HOSPITAL PARKING

HOSPITAL

BON SECOURS

ISADORE

NOTRE DAME

CADIEUX

AVE.

SUB.

60 FT. WD.

BLONDELL

SUB.

ANNIE M.
FORDYCE
SUB.

AVE.

AMENDED

ST. CLAIR

AVE.

PLAT

OF
100 FT. WD.

ST. CLAIR

PARK

SUB

100 FT. WD.

CATCH BASINS

21

WATER MAIN
STORM SEWER
SAND TRAP

Water Main
12" dia. 100' long
Storm Sewer
18" dia. 100' long
Sand Trap
12" dia. 10' long

MAUMEE ⑨ AVE

66 FT. WD.

④

⑤

④

SEE LAYOUT
17' 0" DIA.
500' DIA.
WATER CO.
STORM CO.

SEE MAP NO. 3



CITY OF GROSSE POINTE PARK



LAKE ST. CLAIR



821-2549

ANDERSON, ECKSTEIN AND WESTRICK, INC.
Civil Engineers • Surveyors • Architects
1500 Lakeshore Blvd. Suite 1000, Grosse Pointe Park, MI 48126
Phone: 313-566-0000 Fax: 313-566-0001

PROJECT NO.: 15155-0000
DRAWING NO.: 15155-0000
DATE: 08/01/14
BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]

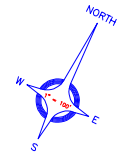


City of Grosse Pointe WATER MAIN MAPS

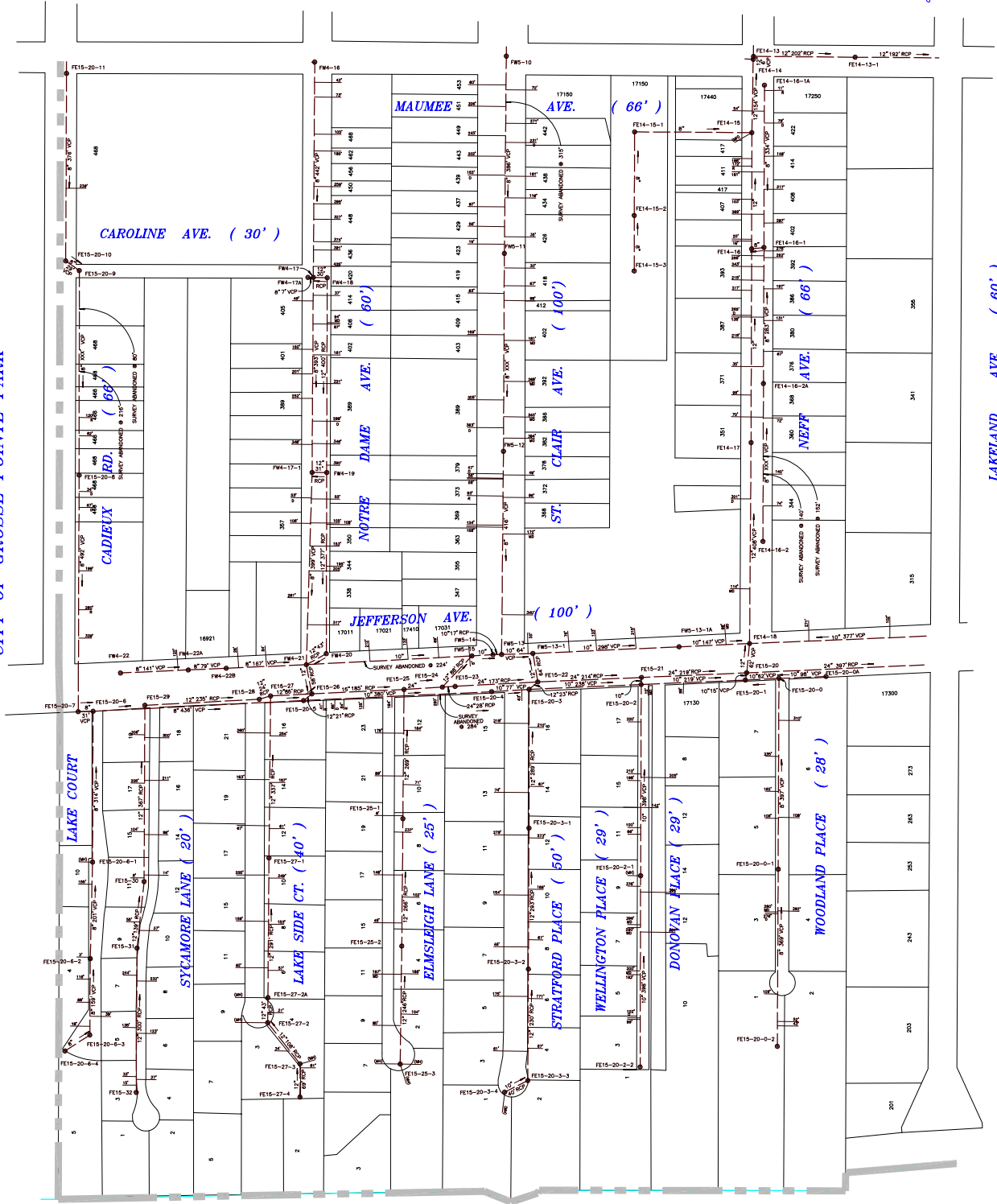
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CITY OF GROSSE POINTE MAP NO. 4

CAUTION
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SEE MAP NO. 3



CITY OF GROSSE POINTE PARK



SEE MAP NO. 9

- LEGEND**
- SANITARY SEWER 6" TO 24"
 - SANITARY SEWER 30" TO 72"
 - SANITARY SEWER 72" & ABOVE
 - SANITARY MANHOLE
 - XX-XX SANITARY MANHOLE TAG
 - XX" SANITARY SEWER SIZE AND FLOW
 - SANITARY HOUSE LEAD
 - SANITARY HOUSE LEAD WITH ROOTS
 - SANITARY HOUSE LEAD WITH MINERAL DEPOSITS
 - SANITARY HOUSE LEAD DETERMINED

LAKE ST. CLAIR



INDEX MAP

ANDERSON, ECKSTEIN AND WESTRICK, INC.
Civil Engineers • Surveyors • Architects
1800 Alexander Road, Suite 200, Grosse Pointe Park, MI 48156
Phone: 313-566-1800 Fax: 313-566-1801

PLOT DATE: APRIL 7, 2011
PLOT SCALE: 1" = 100'
PLOT CONT: 300, 100 SCALE BLACK & COLOR
DRAWN BY: CHA'S, BR
GDS DEPARTMENT

DRAWING DATE: APRIL 5, 2007
DRAWING SCALE: 1" = 100'
PROJECT NO.: 155-047
DRAWING FILE:



MAYOR
DALE SCRACE
CITY MANAGER
FRYDOR DAME
COUNCIL
CHRIS DORTCHER
DONALD PARTIUM
JOHN STEVENS
JOHN STEMPLE
CHRISTOPHER WALSH
JRAN WEISPERT

City of Grosse Pointe

SANITARY SEWER MAPS

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CITY OF GROSSE POINTE MAP NO. **4**

VI. Legal Documents

- Proposal Form
- Offers To Purchase:
 - A. For Option 1
 - B. For Option 2
- Affidavit of Compliance – Iran Economic Sanctions Act

The information contained in this Request For Proposals To Purchase Real Property is provided as an accommodation to the prospective purchasers. It is believed to be correct, but no representations or warranties as to its accuracy should be inferred or are made. Each party responding to this Request For Proposals should independently confirm the accuracy of the information contained herein.

GROSSE POINTE PUBLIC SCHOOL SYSTEM
Request For Proposals To
Purchase Real Property
PROPOSAL FORM

Name of Prospective Purchaser: _____ Contact Person: _____

Address: _____ Phone: _____

E-Mail: _____

1. ***Earnest Money:*** Twenty-Five Thousand (\$25,000.00) Dollars to be submitted within three (3) days of the final execution of the Offer To Purchase Real Estate via certified check.

2. ***Purchase Price:***

A. Option 1: \$ _____; or

B. Option 2: \$ _____.

3. ***Exceptions or Special Conditions:*** The prospective purchaser acknowledges and agrees that it is submitting this Proposal with the understanding that unless the prospective purchaser sets forth specific exceptions to the terms and conditions of this RFP or the Offer To Purchase Real Estate, that the prospective purchaser will execute the Offer To Purchase Real Estate attached to the RFP with all of the terms and conditions as contained therein. Please set forth any exceptions or special considerations below.

(Attach Additional Sheets or mark-up copy of the Offer To Purchase with changes, if desired)

The undersigned represents and warrants to Grosse Pointe Public School System that he/she/it has been duly authorized to execute this Proposal on behalf of the prospective purchaser and that if this Proposal is accepted by Grosse Pointe Public School System that the same shall be binding upon and fully enforceable against the prospective purchaser. The prospective purchaser acknowledges that the School District may accept or reject any Proposal in whole or in part in its sole and absolute discretion.

Print Name of Prospective Purchaser

Print Name and Title of Authorized Agent

Signature of Authorized Agent

Dated: _____, 2019

OFFER TO PURCHASE REAL ESTATE
[OPTION 1]

1. THE UNDERSIGNED Purchaser hereby offers and agrees to purchase the following real property situated in the City of Grosse Pointe, Wayne County, Michigan, described as follows:

1.4 +/- acres of real property containing a 23,103 +/- square foot building located on the South side of St. Clair and the North side of Notre Dame between Jefferson Avenue and Maumee Avenue in Downtown Grosse Pointe, commonly known as 389 St. Clair, more particularly described on **Exhibit A** attached hereto (the "Premises"),

together with all improvements and appurtenances, if any, now on the Premises, subject to existing building and use restrictions and easements, if any, and zoning ordinances, upon the following conditions:

THE SALE TO BE CONSUMMATED BY CASH SALE: Delivery of the Warranty Deed attached hereto and marked as **Exhibit B** conveying marketable title at Closing to the Premises. The term "Premises" shall include all land and all buildings, improvements and structures thereon, appurtenances, tenements and hereditaments thereon, if any, in connection therewith. The purchase price for the Premises shall be the sum of _____ and 00/100 (\$_____) Dollars (the "Purchase Price") payable by Purchaser at Closing in cash, certified check, or direct wire transfer at the option of Seller.

2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible a Commitment for Title Insurance (the "Commitment"), issued by First American Title Insurance Company (the "Title Company") in an amount not less than the Purchase Price bearing date later than the acceptance hereof with policy pursuant thereto to be issued insuring Purchaser. If Purchaser desires Seller to furnish Purchaser with a Commitment "without the standard survey exceptions," Purchaser shall be responsible to obtain a survey within ninety (90) days of the Date of this Offer and verify that said survey is sufficient to allow the Title Company to issue such a Commitment. Once said survey is obtained and accepted by Seller, the legal description in the survey shall update **Exhibit A** and become the legal description of the Premises. Upon Closing, Seller shall pay for and order a title insurance policy consistent with the Commitment which Seller shall have updated to the date of Closing.

3. In the event of default of the terms and conditions of this Offer by the Purchaser hereunder, the Seller may, at its option, elect to enforce the terms hereof by specific performance or declare a breach hereunder, terminate this Offer and retain the Earnest Money Deposit as liquidated damages.

OFFER TO PURCHASE REAL ESTATE
[OPTION 1]

1. THE UNDERSIGNED Purchaser hereby offers and agrees to purchase the following real property situated in the City of Grosse Pointe, Wayne County, Michigan, described as follows:

1.4 +/- acres of real property containing a 23,103 +/- square foot building located on the South side of St. Clair and the North side of Notre Dame between Jefferson Avenue and Maumee Avenue in Downtown Grosse Pointe, commonly known as 389 St. Clair, more particularly described on **Exhibit A** attached hereto (the "Premises"),

together with all improvements and appurtenances, if any, now on the Premises, subject to existing building and use restrictions and easements, if any, and zoning ordinances, upon the following conditions:

THE SALE TO BE CONSUMMATED BY CASH SALE: Delivery of the Warranty Deed attached hereto and marked as **Exhibit B** conveying marketable title at Closing to the Premises. The term "Premises" shall include all land and all buildings, improvements and structures thereon, appurtenances, tenements and hereditaments thereon, if any, in connection therewith. The purchase price for the Premises shall be the sum of _____ and 00/100 (\$_____) Dollars (the "Purchase Price") payable by Purchaser at Closing in cash, certified check, or direct wire transfer at the option of Seller.

2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible a Commitment for Title Insurance (the "Commitment"), issued by First American Title Insurance Company (the "Title Company") in an amount not less than the Purchase Price bearing date later than the acceptance hereof with policy pursuant thereto to be issued insuring Purchaser. If Purchaser desires Seller to furnish Purchaser with a Commitment "without the standard survey exceptions," Purchaser shall be responsible to obtain a survey within ninety (90) days of the Date of this Offer and verify that said survey is sufficient to allow the Title Company to issue such a Commitment. Once said survey is obtained and accepted by Seller, the legal description in the survey shall update **Exhibit A** and become the legal description of the Premises. Upon Closing, Seller shall pay for and order a title insurance policy consistent with the Commitment which Seller shall have updated to the date of Closing.

3. In the event of default of the terms and conditions of this Offer by the Purchaser hereunder, the Seller may, at its option, elect to enforce the terms hereof by specific performance or declare a breach hereunder, terminate this Offer and retain the Earnest Money Deposit and Additional Deposit, if any, as liquidated damages.

4. In the event of default of the terms and conditions of this Offer by the Seller hereunder, the Purchaser may, at its option, elect to enforce the terms hereof by specific performance or demand, and be entitled to, an immediate refund of its entire Earnest Money Deposit and Additional Deposit, if any, in full termination of this Offer.

5. If written objection to the Title is made within five (5) days of delivery of the Commitment, that the Title is not in the condition required for performance hereunder, the Seller shall have thirty (30) days from the date it receives notice in writing of the particular defects claimed either to: (1) remedy the title defects set forth in said written notice although Seller shall have no obligation to cure or to obtain insurance over such defects or (2) refund the Earnest Money Deposit and Additional Deposit, if any, in full termination of this Offer. Notwithstanding the above, Purchaser may, at any time during the thirty (30) day cure period, waive the conditions of this Paragraph 5 and accept the title in its "As Is" condition. If the Seller is able to remedy such defects within the time specified as evidenced by written notification, a revised Commitment or endorsement to the Commitment, the Purchaser agrees to complete the sale within ten (10) days of receipt thereof or upon the Closing date set forth in Paragraph 13.

6. All special assessments which have been levied and due and payable upon the Premises as of the Date of this Offer shall be paid by the Seller. All special assessments which are levied and due and payable after the Date of this Offer shall be paid by the Purchaser. All real property taxes on the Premises shall be prorated and adjusted as of the date of Closing in accordance with DUE DATE basis of the municipality or taxing unit in which the Premises is located, under the assumptions that taxes are paid in advance and that summer and winter taxes are due and payable July 1 and December 1 respectively. Water and other utility bills shall be prorated and adjusted as of the date of Closing. The Seller shall be responsible for the payment of any applicable transfer taxes associated with this transaction and the Purchaser shall be responsible for all applicable recording fees, including, but not limited to, the fees required for recording the Warranty Deed. Other Closing costs will be split equally between Purchaser and Seller and reflected on the final Closing Statement.

7. It is understood that this Offer is irrevocable for forty five (45) days from the date hereof. If this Offer is accepted by the Seller, the Purchaser agrees to complete the purchase of the Premises within the time indicated in Paragraph 13.

8. Within three (3) business days of the Date of this Offer, Purchaser shall deposit the sum of Twenty Five Thousand and 00/100 (\$25,000.00) Dollars (the "Earnest Money Deposit") to be held by the Seller and applied to the Purchase Price if the sale is consummated. The Seller shall not be responsible to the Purchaser for any interest associated with the subject Earnest Money Deposit or Additional Deposit, if any.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

10. This Offer and all of Purchaser's obligations hereunder are contingent upon all of the following:

A. Purchaser's satisfaction with the Premises following Purchaser's testing, analysis, inspection and evaluation of the Premises ("Purchaser's Evaluations"). Purchaser shall have ninety (90) days after the Date of this Offer ("Inspection Period") in which to conduct such investigations, evaluations and testing of the Premises (both above ground and below ground) as Purchaser deems appropriate in order to determine if the Premises are satisfactory and suitable for Purchaser's intended use and enjoyment. Purchaser's Evaluations may include, but shall not be limited to: (i) a physical inspection of all aspects of the Premises; (ii) an environmental analysis and investigation of the Premises; (iii) an analysis of the availability of any federal, state or local tax abatements or property tax reductions for the Premises; (iv) a verification that there are no existing special assessments affecting the Premises; (v) investigating the availability and condition of utility and sewage services and systems including, but not limited to, gas, water, electricity, sanitary sewer, storm sewer and telephone services and systems; (vi) making soil tests, borings and other engineering, environmental and architectural tests and evaluations; (vii) reviewing and analyzing all applicable building and use restrictions, zoning ordinances, building codes and all other federal, state and local statutes, codes, ordinances, rules and regulations relating to the ownership, development or use of the Premises; and (viii) analyzing the results of any survey. Upon completion of Purchaser's Evaluations, Purchaser shall, at its sole cost and expense, restore the Premises to a condition as good as its condition prior to such Evaluations. During the term of the Inspection Period and at all times prior to Closing, Purchaser, its employees, agents, representatives, engineers, inspectors and surveyors (collectively "Representatives"), shall have the right of access to the Premises at all times for the purposes of performing Purchaser's Evaluations provided Purchaser has executed the attached Release and marked as Exhibit C and obtained such a Release from its Representatives. Purchaser shall indemnify, defend and hold Seller free and harmless from and against any liability arising therefrom except as caused by the acts or omissions of Seller or Seller's agents and employees.

B. In the event that Purchaser is dissatisfied with the results of Purchaser's Evaluations and Purchaser has notified Seller in writing prior to the expiration of said Inspection Period, Purchaser shall have the option to rescind and terminate this Offer without penalty or liability, and Seller shall return all of Purchaser's Earnest Money Deposit paid as of that time, provided that Purchaser delivers to the Seller,

free of charge, a copy of, in both electronic and hard copy formats, any and all documents, engineering plans, construction drawings, reports, assessments, surveys or site plans and any other work product prepared by, or on behalf of, Purchaser in accordance with this Paragraph 10 or for the development of the Premises (the “Documents”) and shall represent and warrant to the Seller that upon delivery of the Documents that the Documents are assigned to Seller and/or the Seller has permission from any and all other preparers of the Documents, to use the same in connection with the Premises. All of Purchaser’s Evaluations shall be performed at the Purchaser’s sole cost and expense. At any time during the Inspection Period, Purchaser may elect to purchase the Premises for the Purchase Price, less the Earnest Money Deposit, by notifying the Seller in writing, and the Closing shall take place in accordance with Paragraph 13.

C. At the expiration of the Inspection Period, there will be one (1) ninety (90) day extension period available to Purchaser (“Extension Period”). At the commencement of the Extension Period, the Earnest Money Deposit shall become non-refundable to Purchaser, but shall be applied toward the Purchase Price in the event of Closing. This Extension Period shall be deemed automatically exercised by Purchaser unless Purchaser shall give written notice to Seller prior to the expiration of the Inspection Period, that Purchaser is electing its right to terminate this Offer. If Purchaser elects to exercise the Extension Period, Purchaser agrees to waive all contingencies enumerated in Paragraphs 10(A) and (B) above, except that Purchaser may solely use the Extension Period in which to continue to pursue all necessary governmental approvals from the City of Grosse Pointe or other governmental entities having jurisdiction over the Premises (hereinafter collectively referred to as the “Governmental Approvals”). Purchaser shall use its best efforts to obtain all necessary Governmental Approvals and agrees to commence the Governmental Approvals process and apply for all necessary Governmental Approvals within thirty (30) days of the Date of this Offer. As part of these Governmental Approvals, Purchaser agrees that it shall secure, at its sole cost and expense, all necessary site plans and other engineering drawings and documentation necessary for the Purchaser to submit to the City of Grosse Pointe or other governmental agencies having jurisdiction over the Premises to obtain the Governmental Approvals. In the event all Governmental Approvals have not been secured prior to the expiration of the Extension Period, Seller and Purchaser agree that if the Purchaser does not obtain the Governmental Approvals within the Extension Period, Purchaser may terminate this Offer and if terminated, Purchaser shall be entitled to a return of its Earnest Money Deposit, provided Purchaser shall provide to Seller, free of charge, the Documents referenced in Paragraph 10(B) above.

D. PURCHASER ACKNOWLEDGES THAT ONCE THE INSPECTION PERIOD AND THE EXTENSION PERIOD, IF ANY, EXPIRE PURCHASER HAS ACCEPTED THE PREMISES PURSUANT TO THIS PARAGRAPH AND PURCHASER TAKES THE PREMISES "AS IS". EXCEPT AS PROVIDED IN PARAGRAPHS 11 AND 12 BELOW, SELLER HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO, EXTERIOR (E.G., SOIL, SURFACE WATER AND GROUNDWATER) CONDITIONS OF THE PREMISES, EASEMENTS, BUILDING AND USE RESTRICTIONS, AVAILABILITY OF UTILITIES, OR ANY OTHER MATTER CONTEMPLATED IN THIS PARAGRAPH 10, AND THAT PURCHASER ASSUMES ALL RESPONSIBILITY FOR ANY INJURIES, CONDITIONS OR DAMAGES CAUSED BY ANY SUCH MATTERS UPON TRANSFER OF TITLE. EXCEPT AS SPECIFICALLY PROVIDED IN THIS OFFER, UPON CLOSING, PURCHASER WAIVES AND RELEASES SELLER FROM ALL CLAIMS OR CAUSES OF ACTION THAT PURCHASER MAY NOW OR HEREAFTER HAVE, KNOWN OR UNKNOWN, AGAINST SELLER RELATING TO THE PREMISES, THIS OFFER OR ARISING UNDER ANY FEDERAL, STATE, OR LOCAL LAW, REGULATION, ORDINANCE, OR CODE THAT RELATES TO THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PREMISES.

E. In the event Purchaser does not elect to terminate this Offer pursuant to Paragraphs 10(B) or 10(C) above, (a) Purchaser shall deposit an additional Seventy Five Thousand and 00/100 Dollars (\$75,000.00) to be held by Seller ("Additional Deposit"), (b) such Additional Deposit shall be an addition to the Earnest Money Deposit, and (c) the Earnest Money Deposit and Additional Deposit shall be non-refundable, but applicable to the Purchase Price if the sale is consummated.

11. Seller represents and warrants, and this representation shall survive the Closing for a period of six (6) months only, that, to the best of its present knowledge, without any independent inquiry, investigation or testing for Hazardous Materials or any other matter:

A. The Premises are free of Hazardous Materials to the extent that any such presence of Hazardous Materials would have a material adverse effect on the Premises, Purchaser understands and acknowledges that Seller has not conducted, nor shall Seller be obligated to conduct, Phase I or Phase II investigations of the Premises. "Hazardous Materials" shall mean (i) any hazardous or regulated substance as defined by Environmental Laws (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof,

radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. "Environmental Laws" shall mean all federal, state and local environmental laws, including, but not limited to, The Hazardous Materials Transportation Act, (47 USC §§ 1801 et seq.), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq. ("EPCRA"), the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended; and

B. Seller has not used the Premises for the purpose of using, generating, manufacturing, transporting, treating, storing, processing, disposing, discharging, emitting or releasing Hazardous Materials, except for Hazardous Materials which are used in the ordinary course of the Seller's business in a manner which is in material compliance with Environmental Laws.

12. Seller represents and warrants that to the best of its present knowledge there are no judicial or administrative proceedings pending or threatened against the Premises and Seller is not aware of any facts which might result in any action, suit or other proceedings.

13. If this Offer is accepted by Seller and if Title can be conveyed in the condition required within this Offer, Purchaser agrees to complete the sale and close within ten (10) days of the later of the satisfaction of the conditions listed in Paragraph 10 of this Offer, delivery of the Commitment to Purchaser or June 30, 2020, as Seller currently occupies the Building and intends to vacate the Building on or about June 30, 2020 (the "Closing"). By the execution of this instrument the Purchaser acknowledges the receipt of a copy of this Offer. The Closing of this sale shall take place at the office of Clark Hill PLC, or as otherwise agreed to by the parties.

14. Purchaser shall indemnify, defend and hold Seller including its Board of Education (in their official and individual capacities), administrators, employees and agents, harmless from any claims, suits, damages, costs, injuries, losses and any expenses resulting and arising from and out of Purchaser's or its officers, directors, agents and/or employees' occupancy, possession, use, evaluations and ownership of the Premises herein during the time this Offer is in existence except for such matters arising from the acts or negligence of Seller or Seller's agents and employees.

15. Seller acknowledges that it has retained the services of Great Northern Consulting Group in negotiating the sale of the Premises and Seller acknowledges its responsibility to pay Great Northern Consulting Group any fees associated with Great Northern Consulting Group's participation in this transaction. Seller further represents and warrants that no other broker or real estate agency is involved in the negotiation or consummation of this transaction. Purchaser warrants and represents to Seller that it is not obligated to pay any fee or commission to any broker or real estate agency in the negotiation or consummation of this transaction. To the extent permitted by law, each party agrees to indemnify and defend the other and hold the other harmless from any expense, claim or cause of action arising out of the breach of the foregoing warranty.

16. From and after the Date of this Offer, Purchaser shall not initiate a zoning change or other proceeding affecting the Premises or do anything else which may tend to jeopardize or lessen Seller's interest in or the condition of the Premises without first obtaining prior written consent from Seller. If Seller approves of any such zoning change or proceeding affecting the Premises, Purchaser shall keep Seller informed of the progress of any such zoning change or proceeding and supply Seller with copies of any and all relevant approvals and documents applicable to such zoning change and/or proceeding.

17. For the purposes of the transaction contemplated by this Offer, the "Date of this Offer" is the date of acknowledgment of the signature of the last party to sign this Offer. Once the Seller accepts Purchaser's Offer, this Offer To Purchase Real Estate shall hereinafter be referred to as the "Offer."

18. Whenever in this Offer it is provided that notice must be given or an act performed or payment made on a certain date, and if such date falls on a Saturday, Sunday or holiday, the date of the notice of performance or payment shall be the next following business day.

19. No waiver of any of the provisions of this Offer shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

20. This Offer shall be governed by and construed in accordance with the laws of the State of Michigan regardless of whether any party may or hereafter become domiciled in another state. Venue shall be Wayne County, Michigan.

21. This Offer may be executed in one or more counterparts, all of which together will for all purposes constitute one agreement binding upon the parties. This Offer may be executed by the parties and may be effective when sent by facsimile.

22. This Offer along with all attachments constitutes the entire agreement of the parties regarding the subject matter herein and supersedes and terminates any and all prior or

contemporaneous agreements, representations, understandings or dealings between the parties, either oral or written. This Offer may be amended only by a writing signed by the parties.

23. Notwithstanding anything contained herein to the contrary, Purchaser, at its sole cost and expense, shall be obligated to develop and use the Premises in accordance with the planned use and concept attached hereto and made a part hereof as **Exhibit D** (the "Concept Plan"). The Concept Plan, subject to municipal approval, is an indication of what Purchaser intends to develop and may be only altered based on municipal feedback and requirements as well as reasonable value engineering. To ensure Purchaser's development of the Premises in accordance with the Concept Plan, Purchaser shall provide Seller with copies of any and all documents that it plans to submit to the City of Grosse Pointe or any other governmental agency having jurisdiction over the Premises at least ten (10) days prior to such submission to allow Seller the opportunity to review such documents for compliance with this Paragraph and this Offer. These obligations of Purchaser shall survive the Closing. If the Concept Plan is modified substantially by the Purchaser, the Seller shall have a right to approve the modified concept plan or terminate this Offer and retain the Earnest Money Deposit and Additional Deposit, if any.

24. Seller acknowledges receipt from the Purchaser of the Earnest Money Deposit above mentioned which will be returned forthwith if the foregoing Offer is not accepted within the time above set forth.

IN THE PRESENCE OF:

PURCHASER:

By: _____
Its: _____
Date: _____

IN THE PRESENCE OF:

**SELLER:
GROSSE POINTE PUBLIC SCHOOL SYSTEM**

By: _____
Its: Superintendent
Date: _____

EXHIBIT A

LEGAL DESCRIPTION

Land situated in the City of Grosse Pointe, Wayne County, Michigan, and described as follows:

Parcel 1:

All that part of Private Claim 506, Village of Grosse Pointe, Wayne County, Michigan, lying between Jefferson Avenue and Maumee Avenue, East of Notre Dame Avenue, described as follows: Beginning at the Southwest corner of Lot 5 of St Clair Park Subdivision, part of Private Claim 239, Village of Grosse Pointe, Michigan; thence Northerly along the Westerly line of Lots 5 and 6 of said St Clair Park Subdivision 200 feet to the Northwest corner of Lot 6 of said St Clair Park Subdivision; thence Westerly along the Northerly line of said Lot 6 extended to the Easterly line of Notre Dame Avenue; thence Southerly along the Easterly line of said Notre Dame Avenue 200 feet; thence Easterly along the Southerly line of Lot 5 of said St. Clair Park Subdivision extended to the point of beginning.

Parcel 2:

Lot 5, Amended Plat of St Clair Park Subdivision of Private Claim 239 between Jefferson and Mack Ave's, Grosse Pointe, Wayne County, Michigan according to the plat thereof as recorded Liber 19 of Plats, Page 21, Wayne County Records.

Parcel 3:

Lot 6, Amended Plat of St Clair Park Subdivision of Private Claim 239 between Jefferson and Mack Ave's, Grosse Pointe, Wayne County, Michigan, according to the plat thereof as recorded in Liber 19 of Plats, Page 21, Wayne County Records.

Sidwell Numbers: 37-005-99-0010-000 (Parcel 1)
37-002-04-0005-000 (Parcels 2 & 3)

EXHIBIT B

WARRANTY DEED

This Indenture, made the ____ day of _____, 201__ between GROSSE POINTE PUBLIC SCHOOL SYSTEM (hereinafter called the "Grantor"), whose address is 389 St. Clair, Grosse Pointe, Michigan 48230, and _____, (hereinafter called Grantee"), whose address is _____, The Grantor hereby conveys and warrants to the Grantee the following described premises situated in the City of Grosse Pointe, Wayne County, Michigan, described as:

(SEE ATTACHED LEGAL DESCRIPTION)

Together with all tenements, hereditaments, appurtenances and improvements thereunto belonging or in any way appertaining for the sum of _____ and 00/100 (\$_____) Dollars paid to the Grantor.

Subject to:

1. Easements and building and use restrictions, if any;
2. Rights of the public, and any governmental authority in any part of the land taken, deeded, or used as a street, road or highway; and
3. Restrictions imposed by zoning ordinances or as part of a general plan.

Grantor grants to Grantee the right to make all applicable divisions under Section 108 of the Michigan Land Division Act, being Act No. 288 of the Public Acts of 1967, as amended.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first above written.

GRANTOR:

GROSSE POINTE PUBLIC SCHOOL SYSTEM

By: _____

Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

On ____ day of _____, 201__, before me, the undersigned notary public in and for said County, personally appeared _____, _____ of Grosse Pointe Public School System, to me known to be the same person who executed the within instrument on behalf of Grosse Pointe Public School System, and who acknowledges the same to be the free act and deed of Grosse Pointe Public School System.

_____, Notary Public
County, Michigan
Acting in _____ County
My commission expires: _____

This Instrument Drafted By:

Dana L. Abrahams, Esq.
CLARK HILL PLC
151 S. Old Woodward Ave., Suite 200
Birmingham, MI 48009

When Recorded Return to:

Grantee

Recording Fee: _____

Transfer Tax: *Exempt pursuant to MCLA 207.505(h)(i) and 207.526(h)(i)*

Sidwell Nos: 37-005-99-0010-000 (Parcel 1)
 37-002-04-0005-000 (Parcels 2 & 3)

EXHIBIT C

RELEASE AND HOLD HARMLESS

The undersigned, in consideration of the permission of GROSSE POINTE PUBLIC SCHOOL SYSTEM ("Owner") to enter upon the Premises owned by the Owner for purposes of inspecting the subject Premises in the furtherance of the undersigned's relationship with any prospective purchaser of real property of the Owner, does hereby release and hold the Owner harmless from any and all damages, losses, liabilities, expenses, costs (including attorney fees) and claims incurred by the undersigned resulting in any way from the undersigned's entering upon and inspecting any real property owned by the Owner except as may arise from the acts or omissions of Owner or Owner's agents or employees.

WITNESSES:

EXHIBIT D

PURCHASER'S CONCEPT PLAN

OFFER TO PURCHASE REAL ESTATE
[OPTION 2]

1. THE UNDERSIGNED Purchaser hereby offers and agrees to purchase the following real property situated in the City of Grosse Pointe, Wayne County, Michigan, described as follows:

1.4 +/- acres of real property containing a 23,103 +/- square foot building located on the South side of St. Clair and the North side of Notre Dame between Jefferson Avenue and Maumee Avenue in Downtown Grosse Pointe, commonly known as 389 St. Clair, more particularly described on **Exhibit A** attached hereto (the "Premises"),

subject to existing building and use restrictions and easements, if any, and zoning ordinances, upon the following conditions:

THE SALE TO BE CONSUMMATED BY CASH SALE: Delivery of the Warranty Deed attached hereto and marked as **Exhibit B** conveying marketable title at Closing to the Premises. The term "Premises" shall include all land, but not the buildings, improvements or structures thereon, as the Seller intends to demolish the Building prior to Closing in accordance with the terms and conditions of Paragraph 24 below. The purchase price for the Premises shall be the sum of _____ and 00/100 (\$_____) Dollars (the "Purchase Price") payable by Purchaser at Closing in cash, certified check, or direct wire transfer at the option of Seller.

2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible a Commitment for Title Insurance (the "Commitment"), issued by First American Title Insurance Company (the "Title Company") in an amount not less than the Purchase Price bearing date later than the acceptance hereof with policy pursuant thereto to be issued insuring Purchaser. If Purchaser desires Seller to furnish Purchaser with a Commitment "without the standard survey exceptions," Purchaser shall be responsible to obtain a survey within ninety (90) days of the Date of this Offer and verify that said survey is sufficient to allow the Title Company to issue such a Commitment. Once said survey is obtained and accepted by Seller, the legal description in the survey shall update **Exhibit A** and become the legal description of the Premises. Upon Closing, Seller shall pay for and order a title insurance policy consistent with the Commitment which Seller shall have updated to the date of Closing.

3. In the event of default of the terms and conditions of this Offer by the Purchaser hereunder, the Seller may, at its option, elect to enforce the terms hereof by specific performance or declare a breach hereunder, terminate this Offer and retain the Earnest Money Deposit and Demolition Deposit, if any, as liquidated damages.

4. In the event of default of the terms and conditions of this Offer by the Seller hereunder, the Purchaser may, at its option, elect to enforce the terms hereof by specific performance or demand, and be entitled to, an immediate refund of its entire Earnest Money Deposit and Demolition Deposit, if any, in full termination of this Offer.

5. If written objection to the Title is made within five (5) days of delivery of the Commitment, that the Title is not in the condition required for performance hereunder, the Seller shall have thirty (30) days from the date it receives notice in writing of the particular defects claimed either to: (1) remedy the title defects set forth in said written notice although Seller shall have no obligation to cure or to obtain insurance over such defects or (2) refund the Earnest Money Deposit and Demolition Deposit, if any, in full termination of this Offer. Notwithstanding the above, Purchaser may, at any time during the thirty (30) day cure period, waive the conditions of this Paragraph 5 and accept the title in its "As Is" condition. If the Seller is able to remedy such defects within the time specified as evidenced by written notification, a revised Commitment or endorsement to the Commitment, the Purchaser agrees to complete the sale within ten (10) days of receipt thereof or upon the Closing date set forth in Paragraph 13.

6. All special assessments which have been levied and due and payable upon the Premises as of the Date of this Offer shall be paid by the Seller. All special assessments which are levied and due and payable after the Date of this Offer shall be paid by the Purchaser. All real property taxes on the Premises shall be prorated and adjusted as of the date of Closing in accordance with DUE DATE basis of the municipality or taxing unit in which the Premises is located, under the assumptions that taxes are paid in advance and that summer and winter taxes are due and payable July 1 and December 1 respectively. Water and other utility bills shall be prorated and adjusted as of the date of Closing. The Seller shall be responsible for the payment of any applicable transfer taxes associated with this transaction and the Purchaser shall be responsible for all applicable recording fees, including, but not limited to, the fees required for recording the Warranty Deed. Other Closing costs will be split equally between Purchaser and Seller and reflected on the final Closing Statement.

7. It is understood that this Offer is irrevocable for forty five (45) days from the date hereof. If this Offer is accepted by the Seller, the Purchaser agrees to complete the purchase of the Premises within the time indicated in Paragraph 13.

8. Within three (3) business days of the Date of this Offer, Purchaser shall deposit the sum of Twenty Five Thousand and 00/100 (\$25,000.00) Dollars (the "Earnest Money Deposit") to be held by the Seller and applied to the Purchase Price if the sale is consummated. The Seller shall not be responsible to the Purchaser for any interest associated with the subject Earnest Money Deposit or Demolition Deposit, if any.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

10. This Offer and all of Purchaser's obligations hereunder are contingent upon all of the following:

A. Purchaser's satisfaction with the Premises following Purchaser's testing, analysis, inspection and evaluation of the Premises ("Purchaser's Evaluations"). Purchaser shall have ninety (90) days after the Date of this Offer ("Inspection Period") in which to conduct such investigations, evaluations and testing of the Premises (both above ground and below ground) as Purchaser deems appropriate in order to determine if the Premises are satisfactory and suitable for Purchaser's intended use and enjoyment. Purchaser's Evaluations may include, but shall not be limited to: (i) a physical inspection of all aspects of the Premises; (ii) an environmental analysis and investigation of the Premises; (iii) an analysis of the availability of any federal, state or local tax abatements or property tax reductions for the Premises; (iv) a verification that there are no existing special assessments affecting the Premises; (v) investigating the availability and condition of utility and sewage services and systems including, but not limited to, gas, water, electricity, sanitary sewer, storm sewer and telephone services and systems; (vi) making soil tests, borings and other engineering, environmental and architectural tests and evaluations; (vii) reviewing and analyzing all applicable building and use restrictions, zoning ordinances, building codes and all other federal, state and local statutes, codes, ordinances, rules and regulations relating to the ownership, development or use of the Premises; and (viii) analyzing the results of any survey. Upon completion of Purchaser's Evaluations, Purchaser shall, at its sole cost and expense, restore the Premises to a condition as good as its condition prior to such Evaluations. During the term of the Inspection Period and at all times prior to Closing, Purchaser, its employees, agents, representatives, engineers, inspectors and surveyors (collectively "Representatives"), shall have the right of access to the Premises at all times for the purposes of performing Purchaser's Evaluations provided Purchaser has executed the attached Release and marked as Exhibit C and obtained such a Release from its Representatives. Purchaser shall indemnify, defend and hold Seller free and harmless from and against any liability arising therefrom except as caused by the acts or omissions of Seller or Seller's agents and employees.

B. In the event that Purchaser is dissatisfied with the results of Purchaser's Evaluations and Purchaser has notified Seller in writing prior to the expiration of said Inspection Period, Purchaser shall have the option to rescind and terminate this Offer without penalty or liability, and Seller shall return all of Purchaser's Earnest Money Deposit paid as of that time, provided that Purchaser delivers to the Seller, free of charge, a copy of, in both electronic and hard copy formats, any and all documents, engineering plans, construction drawings, reports, assessments, surveys or site plans and any other work product prepared by, or on behalf of, Purchaser in

accordance with this Paragraph 10 or for the development of the Premises (the "Documents") and shall represent and warrant to the Seller that upon delivery of the Documents that the Documents are assigned to Seller and/or the Seller has permission from any and all other preparers of the Documents, to use the same in connection with the Premises. All of Purchaser's Evaluations shall be performed at the Purchaser's sole cost and expense. At any time during the Inspection Period, Purchaser may elect to purchase the Premises for the Purchase Price, less the Earnest Money Deposit, by notifying the Seller in writing, and the Closing shall take place in accordance with Paragraph 13.

C. At the expiration of the Inspection Period, there will be one (1) ninety (90) day extension period available to Purchaser ("Extension Period"). At the commencement of the Extension Period, the Earnest Money Deposit shall become non-refundable to Purchaser, but shall be applied toward the Purchase Price in the event of Closing. This Extension Period shall be deemed automatically exercised by Purchaser unless Purchaser shall give written notice to Seller prior to the expiration of the Inspection Period, that Purchaser is electing its right to terminate this Offer. If Purchaser elects to exercise the Extension Period, Purchaser agrees to waive all contingencies enumerated in Paragraphs 10(A) and (B) above, except that Purchaser may solely use the Extension Period in which to continue to pursue all necessary governmental approvals from the City of Grosse Pointe or other governmental entities having jurisdiction over the Premises (hereinafter collectively referred to as the "Governmental Approvals"). Purchaser shall use its best efforts to obtain all necessary Governmental Approvals and agrees to commence the Governmental Approvals process and apply for all necessary Governmental Approvals within thirty (30) days of the Date of this Offer. As part of these Governmental Approvals, Purchaser agrees that it shall secure, at its sole cost and expense, all necessary site plans and other engineering drawings and documentation necessary for the Purchaser to submit to the City of Grosse Pointe or other governmental agencies having jurisdiction over the Premises to obtain the Governmental Approvals. In the event all Governmental Approvals have not been secured prior to the expiration of the Extension Period, Seller and Purchaser agree that if the Purchaser does not obtain the Governmental Approvals within the Extension Period, Purchaser may terminate this Offer and if terminated, Purchaser shall be entitled to a return of its Earnest Money Deposit, provided Purchaser shall provide to Seller, free of charge, the Documents referenced in Paragraph 10(B) above.

D. PURCHASER ACKNOWLEDGES THAT ONCE THE INSPECTION PERIOD AND THE EXTENSION PERIOD, IF ANY, EXPIRE PURCHASER HAS ACCEPTED THE PREMISES PURSUANT TO THIS PARAGRAPH AND PURCHASER TAKES THE PREMISES "AS IS". EXCEPT AS PROVIDED IN PARAGRAPHS 11 AND 12 BELOW, SELLER HAS NOT MADE ANY

REPRESENTATIONS OR WARRANTIES AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO, EXTERIOR (E.G., SOIL, SURFACE WATER AND GROUNDWATER) CONDITIONS OF THE PREMISES, EASEMENTS, BUILDING AND USE RESTRICTIONS, AVAILABILITY OF UTILITIES, OR ANY OTHER MATTER CONTEMPLATED IN THIS PARAGRAPH 10, AND THAT PURCHASER ASSUMES ALL RESPONSIBILITY FOR ANY INJURIES, CONDITIONS OR DAMAGES CAUSED BY ANY SUCH MATTERS UPON TRANSFER OF TITLE. EXCEPT AS SPECIFICALLY PROVIDED IN THIS OFFER, UPON CLOSING, PURCHASER WAIVES AND RELEASES SELLER FROM ALL CLAIMS OR CAUSES OF ACTION THAT PURCHASER MAY NOW OR HEREAFTER HAVE, KNOWN OR UNKNOWN, AGAINST SELLER RELATING TO THE PREMISES, THIS OFFER OR ARISING UNDER ANY FEDERAL, STATE, OR LOCAL LAW, REGULATION, ORDINANCE, OR CODE THAT RELATES TO THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PREMISES.

E. Seller's completion of its demolition obligations set forth in Paragraph 24 below. In the event Purchaser does not elect to terminate this Offer pursuant to Paragraphs 10(B) or 10(C) above, (a) Purchaser shall deposit an additional One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) to be held by Seller ("Demolition Deposit"), (b) such Demolition Deposit shall be an addition to the Earnest Money Deposit, and (c) the Earnest Money Deposit and Demolition Deposit shall be non-refundable, except in the case of Seller's failure to satisfy its obligations under Paragraph 24 but shall be applied to the Purchase Price at Closing.

11. Seller represents and warrants, and this representation shall survive the Closing for a period of six (6) months only, that, to the best of its present knowledge, without any independent inquiry, investigation or testing for Hazardous Materials or any other matter:

A. The Premises are free of Hazardous Materials to the extent that any such presence of Hazardous Materials would have a material adverse effect on the Premises, Purchaser understands and acknowledges that Seller has not conducted, nor shall Seller be obligated to conduct, Phase I or Phase II investigations of the Premises. "Hazardous Materials" shall mean (i) any hazardous or regulated substance as defined by Environmental Laws (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of

which requires activity to achieve compliance with applicable law. "Environmental Laws" shall mean all federal, state and local environmental laws, including, but not limited to, The Hazardous Materials Transportation Act, (47 USC §§ 1801 et seq.), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq. ("EPCRA"), the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended; and

B. Seller has not used the Premises for the purpose of using, generating, manufacturing, transporting, treating, storing, processing, disposing, discharging, emitting or releasing Hazardous Materials, except for Hazardous Materials which are used in the ordinary course of the Seller's business in a manner which is in material compliance with Environmental Laws.

12. Seller represents and warrants that to the best of its present knowledge there are no judicial or administrative proceedings pending or threatened against the Premises and Seller is not aware of any facts which might result in any action, suit or other proceedings.

13. If this Offer is accepted by Seller and if Title can be conveyed in the condition required within this Offer, and the demolition of the Building on the Premises is completed in accordance with Paragraph 24 of this Offer. Purchaser agrees to complete the sale and close within ten (10) days of the later of the satisfaction of the conditions listed in Paragraph 10 of this Offer or delivery of the Commitment to Purchaser (the "Closing"). By the execution of this instrument the Purchaser acknowledges the receipt of a copy of this Offer. The Closing of this sale shall take place at the office of Clark Hill PLC, or as otherwise agreed to by the parties.

14. Purchaser shall indemnify, defend and hold Seller including its Board of Education (in their official and individual capacities), administrators, employees and agents, harmless from any claims, suits, damages, costs, injuries, losses and any expenses resulting and arising from and out of Purchaser's or its officers, directors, agents and/or employees' occupancy, possession, use, evaluations and ownership of the Premises herein during the time this Offer is in existence except for such matters arising from the acts or negligence of Seller or Seller's agents and employees.

15. Seller acknowledges that it has retained the services of Great Northern Consulting Group in negotiating the sale of the Premises and Seller acknowledges its responsibility to pay Great

Northern Consulting Group any fees associated with Great Northern Consulting Group's participation in this transaction. Seller further represents and warrants that no other broker or real estate agency is involved in the negotiation or consummation of this transaction. Purchaser warrants and represents to Seller that it is not obligated to pay any fee or commission to any broker or real estate agency in the negotiation or consummation of this transaction. To the extent permitted by law, each party agrees to indemnify and defend the other and hold the other harmless from any expense, claim or cause of action arising out of the breach of the foregoing warranty.

16. From and after the Date of this Offer, Purchaser shall not initiate a zoning change or other proceeding affecting the Premises or do anything else which may tend to jeopardize or lessen Seller's interest in or the condition of the Premises without first obtaining prior written consent from Seller. If Seller approves of any such zoning change or proceeding affecting the Premises, Purchaser shall keep Seller informed of the progress of any such zoning change or proceeding and supply Seller with copies of any and all relevant approvals and documents applicable to such zoning change and/or proceeding.

17. For the purposes of the transaction contemplated by this Offer, the "Date of this Offer" is the date of acknowledgment of the signature of the last party to sign this Offer. Once the Seller accepts Purchaser's Offer, this Offer To Purchase Real Estate shall hereinafter be referred to as the "Offer."

18. Whenever in this Offer it is provided that notice must be given or an act performed or payment made on a certain date, and if such date falls on a Saturday, Sunday or holiday, the date of the notice of performance or payment shall be the next following business day.

19. No waiver of any of the provisions of this Offer shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

20. This Offer shall be governed by and construed in accordance with the laws of the State of Michigan regardless of whether any party may or hereafter become domiciled in another state. Venue shall be Wayne County, Michigan.

21. This Offer may be executed in one or more counterparts, all of which together will for all purposes constitute one agreement binding upon the parties. This Offer may be executed by the parties and may be effective when sent by facsimile.

22. This Offer along with all attachments constitutes the entire agreement of the parties regarding the subject matter herein and supersedes and terminates any and all prior or contemporaneous agreements, representations, understandings or dealings between the parties, either oral or written. This Offer may be amended only by a writing signed by the parties.

23. Notwithstanding anything contained herein to the contrary, Purchaser, at its sole cost and expense, shall be obligated to develop and use the Premises in accordance with the planned use and concept attached hereto and made a part hereof as **Exhibit D** (the "Concept Plan"). The Concept Plan, subject to municipal approval, is an indication of what Purchaser intends to develop and may be only altered based on municipal feedback and requirements as well as reasonable value engineering. To ensure Purchaser's development of the Premises in accordance with the Concept Plan, Purchaser shall provide Seller with copies of any and all documents that it plans to submit to the City of Grosse Pointe or any other governmental agency having jurisdiction over the Premises at least ten (10) days prior to such submission to allow Seller the opportunity to review such documents for compliance with this Paragraph and this Offer. These obligations of Purchaser shall survive the Closing. If the Concept Plan is modified substantially by the Purchaser, the Seller shall have a right to approve the modified concept plan or terminate this Offer and retain the Earnest Money Deposit, and Demolition Deposit, if any.

24. Purchaser acknowledges that a school building and related infrastructure (the "Building") presently exists on the Premises. Seller has advised Purchaser that Seller currently occupies the Building and will vacate the Building on or about June 30, 2020. Subsequent to Seller's vacation of the Building, Seller shall be obligated to demolish the Building and related infrastructure at its sole cost and expense, and complete the demolition, prior to the date of Closing. Seller shall vacate and demolish the Building and remove all associated infrastructure and debris from the Premises pursuant to a demolition plan mutually agreed upon by Seller and Purchaser during the Inspection Period. Seller and Purchaser agree that if circumstances outside the Seller's control cause delays in the demolition of the Building, the demolition period may be extended to account for such delays and the date of Closing shall also be extended, as necessary, to accommodate the full demolition of the Building prior to Closing.

25. Seller acknowledges receipt from the Purchaser of the Earnest Money Deposit above mentioned which will be returned forthwith if the foregoing Offer is not accepted within the time above set forth.

IN THE PRESENCE OF:

PURCHASER:

By: _____
Its: _____
Date: _____

IN THE PRESENCE OF:

SELLER:

SYSTEM

GROSSE POINTE PUBLIC SCHOOL

By: _____

Its: Superintendent

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

Land situated in the City of Grosse Pointe, Wayne County, Michigan, and described as follows:

Parcel 1:

All that part of Private Claim 506, Village of Grosse Pointe, Wayne County, Michigan, lying between Jefferson Avenue and Maumee Avenue, East of Notre Dame Avenue, described as follows: Beginning at the Southwest corner of Lot 5 of St Clair Park Subdivision, part of Private Claim 239, Village of Grosse Pointe, Michigan; thence Northerly along the Westerly line of Lots 5 and 6 of said St Clair Park Subdivision 200 feet to the Northwest corner of Lot 6 of said St Clair Park Subdivision; thence Westerly along the Northerly line of said Lot 6 extended to the Easterly line of Notre Dame Avenue; thence Southerly along the Easterly line of said Notre Dame Avenue 200 feet; thence Easterly along the Southerly line of Lot 5 of said St. Clair Park Subdivision extended to the point of beginning.

Parcel 2:

Lot 5, Amended Plat of St Clair Park Subdivision of Private Claim 239 between Jefferson and Mack Ave's, Grosse Pointe, Wayne County, Michigan according to the plat thereof as recorded Liber 19 of Plats, Page 21, Wayne County Records.

Parcel 3:

Lot 6, Amended Plat of St Clair Park Subdivision of Private Claim 239 between Jefferson and Mack Ave's, Grosse Pointe, Wayne County, Michigan, according to the plat thereof as recorded in Liber 19 of Plats, Page 21, Wayne County Records.

Sidwell Numbers: 37-005-99-0010-000 (Parcel 1)
37-002-04-0005-000 (Parcels 2 & 3)

EXHIBIT B

WARRANTY DEED

This Indenture, made the ____ day of _____, 201__ between GROSSE POINTE PUBLIC SCHOOL SYSTEM (hereinafter called the "Grantor"), whose address is 389 St. Clair, Grosse Pointe, Michigan 48230, and _____, (hereinafter called Grantee"), whose address is _____. The Grantor hereby conveys and warrants to the Grantee the following described premises situated in the City of Grosse Pointe, Wayne County, Michigan, described as:

(SEE ATTACHED LEGAL DESCRIPTION)

Together with all tenements, hereditaments, appurtenances and improvements thereunto belonging or in any way appertaining for the sum of _____ and 00/100 (\$_____) Dollars paid to the Grantor.

Subject to:

1. Easements and building and use restrictions, if any;
2. Rights of the public, and any governmental authority in any part of the land taken, deeded, or used as a street, road or highway; and
3. Restrictions imposed by zoning ordinances or as part of a general plan.

Grantor grants to Grantee the right to make all applicable divisions under Section 108 of the Michigan Land Division Act, being Act No. 288 of the Public Acts of 1967, as amended.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first above written.

GRANTOR:

GROSSE POINTE PUBLIC SCHOOL SYSTEM

By: _____

Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

On ____ day of _____, 201__, before me, the undersigned notary public in and for said County, personally appeared _____, _____ of Grosse Pointe Public School System, to me known to be the same person who executed the within instrument on behalf of Grosse Pointe Public School System, and who acknowledges the same to be the free act and deed of Grosse Pointe Public School System.

_____, Notary Public
County, Michigan
Acting in _____ County
My commission expires: _____

This Instrument Drafted By:

Dana L. Abrahams, Esq.
CLARK HILL PLC
151 S. Old Woodward Ave., Suite 200
Birmingham, MI 48009

When Recorded Return to:

Grantee

Recording Fee: _____

Transfer Tax: ***Exempt pursuant to MCLA 207.505(h)(i) and 207.526(h)(i)***

Sidwell Nos: 37-005-99-0010-000 (Parcel 1)
 37-002-04-0005-000 (Parcels 2 & 3)

EXHIBIT C

RELEASE AND HOLD HARMLESS

The undersigned, in consideration of the permission of GROSSE POINTE PUBLIC SCHOOL SYSTEM ("Owner") to enter upon the Premises owned by the Owner for purposes of inspecting the subject Premises in the furtherance of the undersigned's relationship with any prospective purchaser of real property of the Owner, does hereby release and hold the Owner harmless from any and all damages, losses, liabilities, expenses, costs (including attorney fees) and claims incurred by the undersigned resulting in any way from the undersigned's entering upon and inspecting any real property owned by the Owner except as may arise from the acts or omissions of Owner or Owner's agents or employees.

WITNESSES:

EXHIBIT D

PURCHASER'S CONCEPT PLAN

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below-named prospective purchaser (the “Purchaser”), pursuant to the compliance certification requirement provided in the Grosse Pointe Public School System’s (the “School District”) Request For Proposals To Purchase Real Property (the “RFP”), hereby certifies, represents and warrants that the Purchaser (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Purchaser is awarded a contract as a result of the aforementioned RFP, the Purchaser will not become an “Iran linked business” at any time during the course of performing any services under the contract.

The Purchaser further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

PURCHASER:

Name of Purchaser

By: _____

Its: _____

Date: _____

STATE OF _____))
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____.

, Notary Public

County,

My Commission Expires:_____

Acting in the County of :