



**BROWNFIELD REDEVELOPMENT AUTHORITY
BOARD MEMBERS**
Gary Kiesgen, Chairman
Glenn Eckert, Vice Chair
Zenon Kwik, Treasurer
Michael Smith, Secretary
James Yarema
Lauren Schandavel

**A REGULAR MEETING OF THE
BROWNFIELD REDEVELOPMENT AUTHORITY
October 7, 2025 at 10:00 A.M.
Township Conference Room, 2nd Floor
City of Warren
One City Square
Warren, MI 48093**

AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
 - Motion to excuse absent members
- 3. ADOPTION OF AGENDA**
 - Motion to adopt agenda
- 4. AUDIENCE PARTICIPATION**
- 5. APPROVAL OF MINUTES (pg. 1)**
 - Motion to approve the June 3, 2025 B.R.A. meeting minutes
- 6. NEW BUSINESS (pg. 9)**
 - A. Brownfield Plan Amendment #4 - 8525 Cole Drive (pg. 9)**
 - Motion to approve Assignment of Brownfield Plan and Reimbursement Agreement from Cole Street Investments, LLC to Village at the Park, LLC.
- 7. OLD BUSINESS (None)**
- 8. LIST OF BILLS (pg. 141)**
 - Motion to approve October 7, 2025 List of Bills.
- 9. ADJOURNMENT**

**Tom Bommarito, Director
Economic and Community Development
EDC, DDA, TIFA, CDBG**

**MEETING MINUTES
BROWNFIELD REDEVELOPMENT AUTHORITY
CITY OF WARREN**

Meeting Held On Wednesday, June 3, 2025

A regular meeting of the Brownfield Redevelopment Authority of the City of Warren was called to order at 10:30 a.m. on Wednesday, June 3, 2025, in the Village Meeting Room (Mayor's Office) located on the 2nd floor of Warren City Hall.

BOARD MEMBERS PRESENT

Gary Kiesgen
Zenon Kwik
Glenn Eckert
Lauren Schandavel

BOARD MEMBERS ABSENT

Mike Smith
James Yarema

1. CALL TO ORDER

The meeting was called to order at 10:03 a.m.

2. ROLL CALL

Mr. Bommarito introduced and welcomed Lauren Schandavel as the newest member of the board.

Motion:

A motion was made by Mr. Kwik, supported by Mr. Kiesgen, to excuse the absent members.

No opposition, motion passed

3. ADOPTION OF AGENDA

Motion:

A motion was made by Mr. Eckert, supported by Mr. Kiesgen, to adopt the June 3, 2025 agenda.

No opposition, motion passed

4. AUDIENCE PARTICIPATION

B.R.A. Minutes – June 3, 2025

5. APPROVAL OF THE MINUTES (August 21, 2024)

Motion:

A motion was made by Mr. Eckert, supported by Mr. Kwik, to approve the minutes from the August 21, 2024 Brownfield meeting.

No opposition, motion passed

6. NEW BUSINESS

A. Brownfield Reimbursement Request - J.A.L. Property Investments, Inc (pg. 8)

Staff informed the board that the reimbursement agreement for the Lecom property is now finalized and included in the meeting packet. This marks the last formal legal step for the project. The board was reminded that the property was formerly a closed-down bowling alley, which has since been demolished, cleaned up, and redeveloped into a new facility. Mr. Bommarito requested that the board move to approve the reimbursement agreement so that future reimbursements related to the project can proceed in accordance with the finalized document.

Motion:

A motion was made by Mr. Kiesgen, supported by Mr. Kwik, to approve reimbursement agreement.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Kwik	Yes
Mr. Kiesgen	Yes
Mr. Eckert	Yes
Ms. Schandavel	Yes

No opposition, motion passed

B. Young Supply Reimbursement Agreement (pg. 12)

Mr. Bommarito informed the board that Young Supply has completed its redevelopment project, transforming a previously deteriorated building into a clean, modern facility primarily for HVAC and refrigeration supply operations. The property is located at 12350 E. Nine Mile, an area noted for its concentration of HVAC-related businesses.

The board was presented with the final reimbursement agreement for approval. During the discussion, it was noted that a reimbursement submittal had already been preemptively sent to the office. To streamline the process and avoid the need for a separate meeting, the board agreed to include an addendum in the motion

allowing a consultant to review the reimbursement submittal as part of the same approval. This ensures that both the agreement and the submittal review can proceed without delay.

Motion:

A motion was made by Mr. Eckert, supported by Mr. Kiesgen, to approve the reimbursement agreement for Young Supply and to authorize the hiring of a consultant to review the submittal.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Eckert	Yes
Mr. Kiesgen	Yes
Mr. Kwik	Yes
Ms. Schandavel	Yes

No opposition, motion passed

C. Brownfield Application: 8 & Dequindre – Formerly Continental Mobile Home Community/MHC (pg.98)

The board discussed the proposed redevelopment of the former Continental Mobile Home Park, located near 8 Mile Road between Ryan and Warner. The 18-acre site, historically known for its connection to Eminem, is currently functionally obsolete, with over 120 vacant and deteriorating mobile homes. Bridge Capital Group, the developer, intends to demolish the existing park and construct a 290-unit workforce housing development, consisting of thirteen 3-story buildings, a pocket park, and a clubhouse. The total project investment is estimated at approximately \$52 million.

The site has undergone rezoning to R-3 and is located in a designated redevelopment area. Environmental assessments indicate the site qualifies as a “facility” under PA 381 due to groundwater contamination and may also qualify as “blighted” and “functionally obsolete.” The developer has applied for Brownfield incentives to support eligible activities such as demolition, hazardous material abatement, infrastructure improvements, and site preparation.

To move the project forward, staff recommended accepting the Brownfield application and hiring a consultant to review the detailed plan submitted by the developer’s representative. This review will validate environmental and cost data for the proposed tax increment reimbursement.

Motion:

A motion was made by Mr. Kwik, supported by Mr. Kiesgen, to accept the Brownfield application for the redevelopment of the former Continental Mobile

Home Park and to authorize hiring a consultant to review the developer’s plan, in an amount not to exceed \$7,000.00.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Kwik	Yes
Mr. Kiesgen	Yes
Mr. Eckert	Yes
Ms. Schandavel	Yes

No opposition, motion passed

D. Brownfield Application: Macomb South SOM, LLC (pg. 132)

The board discussed the Brownfield application submitted by Macomb South SOM, LLC for a major residential redevelopment project located behind the Meijer at 10 Mile Road and Schoenherr. The site, which includes vacant land and an existing State of Michigan building along 10 Mile, is planned to be redeveloped into a 304-unit apartment complex. The project represents a \$50 million investment and is expected to bring significant new housing and economic activity to the area.

It was noted that a Brownfield plan for the site had previously been approved, but due to recent legislative changes under Act 381, an amendment is now required to incorporate the new housing tax credit provisions. The board acknowledged that this project, along with others being reviewed, is part of a new approach to layering Brownfield TIF with MSHDA-supported housing initiatives. The plan may also involve future tax abatements and parcel separation to accommodate the existing state facility.

To move the process forward and ensure compliance with the new requirements, staff recommended accepting the application and authorizing the hiring of a consultant to review the updated plan upon submission.

Motion:

A motion was made by Mr. Eckert, supported by Mr. Kiesgen, to accept the Brownfield application for Macomb South SOM, LLC and to authorize hiring a consultant to review the developer’s plan, in an amount not to exceed \$7,000.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Eckert	Yes
Mr. Kiesgen	Yes
Mr. Kwik	Yes
Ms. Schandavel	Yes

No opposition, motion passed

E. Capital 14 Hayes LLC (pg. 164)

The board discussed the redevelopment of the site at 14 Mile and Hayes, previously home to a gas station, bakery, and bank. The original developer, Mr. Tamou, completed demolition and site remediation, preparing the property for new use as a clean, modern gas station and market.

Mr. Tamou has since sold the property to S & G Real Estate, LLC, who now operates the site. As such, the board was asked to approve the formal assignment of the Brownfield Plan to the new owner. Staff confirmed that council approval is not required for this assignment and that council will be notified following board approval.

In addition, the board was asked to approve the final reimbursement agreement, allowing the new property owner to begin receiving eligible brownfield reimbursements. It was noted that roadway improvements, including a deceleration lane near the site, were completed in coordination with the county.

Motion 1:

A motion was made by Mr. Kwik, supported by Mr. Eckert, to approve the assignment of the Brownfield Plan to S & G Real Estate, LLC.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Kwik	Yes
Mr. Eckert	Yes
Mr. Kiesgen	Yes
Ms. Schandavel	Yes

No opposition, motion passed

Motion 2:

A motion was made by Mr. Eckert, supported by Mr. Kiesgen, to approve the reimbursement agreement for the 14 Mile and Hayes project.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Kwik	Yes
Mr. Eckert	Yes
Mr. Kiesgen	Yes
Ms. Schandavel	Yes

No opposition, motion passed

F. N.P. Mound Rd. Industrial LLC Amended Agreement (pg. 203)

The board discussed the ongoing redevelopment of the former General Motors Hydramatic plant site at Nine Mile and Mound, known as the N.P. Mound project. The development includes the cleanup of over 2 million square feet of former industrial space and the construction of new industrial buildings and green space. While the site is still under construction, major progress has been made.

An amendment to the Brownfield Plan was previously approved to address additional environmental cleanup costs and to help fund the installation of a new DTE substation. This substation is critical to meeting increased power demands not only for the N.P. site but also for future developments in the surrounding area. The substation installation is expected to take an estimated 18 months and will improve the area's electrical capacity, which is a key factor in attracting large-scale industrial users like battery plants and data centers.

The board was presented with the amended reimbursement agreement for approval.

Motion:

A motion was made by Mr. Eckert, supported by Mr. Kwik, to approve the amended reimbursement agreement for the N.P. Mound Road Industrial LLC project.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Eckert	Yes
Mr. Kwik	Yes
Mr. Kiesgen	Yes
Ms. Schandavel	Yes

No opposition, motion passed

G. 8525 Cole Drive Amendment (pg. 239)

The board discussed the redevelopment of the former Hartsig Junior High School site at 8525 Cole Drive, a property that had been vacant and blighted for over a decade. A Brownfield Plan was originally approved in 2017, with multiple amendments following over the years. The site has since been cleaned and prepared for redevelopment.

The latest amendment—marking the fourth—was submitted by developer Vito Castellana (VIP Homes) to align the project with updated MSHDA tax credit requirements. The proposed development includes 138 residential units (46 one-bedroom and 92 two-bedroom apartments) and represents a significant investment

in workforce housing. The site plan has already been approved, with only minor adjustments anticipated.

This development builds upon Vito's nearby project, which has proven successful and is currently 98% occupied. Approximately 20% of those tenants are General Motors employees, and nearly half work within a five-mile radius. The board also emphasized the broader need for housing in Macomb County and the surrounding SEMCOG region, noting projections that call for 20,000–70,000 new units in the coming years. Projects like this are expected to support local economic vitality and help retain college-educated talent in the region.

Motion:

A motion was made by Ms. Schandavel, supported by Mr. Kwik, to accept the application for 8525 Cole Drive and to hire a consultant to review the plan at a cost not to exceed \$7,000.00.

ROLL CALL:

The motion carried unanimously as follows:

Ms. Schandavel	Yes
Mr. Kwik	Yes
Mr. Eckert	Yes
Mr. Kiesgen	Yes

No opposition, motion passed

7. OLD BUSINESS (None)

8. LIST OF BILLS

The board discussed outstanding Brownfield payments listed in the current bills packet. Due to the City's recent transition to the BSA software system, some payment figures are still being reconciled by the Assessing Department. As a result, not all amounts listed are final, and the Controller has requested a delay in issuing checks until accurate tax warrant numbers are confirmed—typically by July.

The DKM payment (related to Warrior Sports Office/Hollingsworth) was highlighted as an exception. This payment has already been processed due to a court order requiring timely disbursement at year-end.

The board considered two options: waiting for final numbers or approving payments now contingent on final verification. It was agreed to proceed with the latter to avoid further delays for developers with confirmed obligations.

Motion:

A motion was made by Mr. Kiesgen, supported by Mr. Kwik, to approve payment of the bills listed, contingent upon final warrant completion and satisfaction of the Controller.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Kwik	Yes
Mr. Kiesgen	Yes
Mr. Eckert	Yes
Ms. Schandevell	Yes

No opposition, motion passed

9. ADJOURNMENT

Motion:

A motion was made by Mr. Kiesgen, supported by Mr. Eckert, to adjourn the meeting at 10:47 a.m.

No opposition, motion passed



Gary Kiesgen
Brownfield Chairperson



Thomas Bommarito
Brownfield Director



BROWNFIELD PLAN AMENDMENT #4

VILLAGE AT THE PARK
8525 COLE DRIVE
WARREN, MICHIGAN 48093

City of Warren Brownfield Redevelopment Authority
One City Square, Suite 215
Warren, Michigan 48093

Prepared with the assistance of SME
644 Selden Street, Suite 200, Detroit, Michigan 48206

Brownfield Plan Date: September 24, 2025



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TABLE 2: TAX INCREMENT TAX CAPTURE ESTIMATE

TABLE 3: TAX REIMBURSEMENT SCHEDULE ESTIMATE

APPENDIX A

PROJECT SITE PLAN

APPENDIX B

LEGAL DESCRIPTIONS OF PROPERTY PARCELS DESCRIBED IN SECTION III(G) OF THIS PLAN

APPENDIX C

SUMMARY OF TOTAL HOUSING SUBSIDY CALCULATION

APPENDIX D

CONSENT JUDGEMENT

APPENDIX E

ASSESSOR ESTIMATE OF POST-DEVELOPMENT TAXABLE VALUE

I. INTRODUCTION

A. PLAN PURPOSE

The City of Warren Redevelopment Authority (Authority), duly established by resolution of the City of Warren City Council, pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, MCLA 125.2651 et. seq., as amended (Act 381), is authorized to exercise its powers within the limits of the City of Warren. This 4th Amendment of the Brownfield Plan (the Plan) for the eligible property located at 8525 Cole Drive, Warren, Michigan (the Property) shall amend, restate, and replace in its entirety the Brownfield Plan Amendment #3 (Amendment #3). The purpose of the Plan is to establish that the Property meets the definition of “housing property” as defined by Act 381 and receive approval for reimbursement of eligible “housing development activities” as well as to describe the new proposed redevelopment plans and associated eligible activities.

This Plan allows the Authority to use tax increment revenue to reimburse the developer for the costs of eligible activities required to prepare the Property for safe redevelopment and reuse (see Section III). The proposed redevelopment will only be economically viable with the support and approval of the local and state brownfield redevelopment incentives.

B. PROPERTY DESCRIPTION

The Property consists of a single parcel with address 8525 Cole Dr, Warren, Michigan and occupying approximately 7.68 acres of vacant land. The Property was developed in the 1960s with a school building and operated as a public school for decades. Our Lady of Redemption Melkite Catholic Church then acquired the property and operated a private charter school. The property fell into disrepair and was sold in March of 2019 to Cole Street Investments. In preparation for future redevelopment, the school building and all site improvements were demolished in 2023.

A Phase I Environmental Site Assessment (ESA) for the Property was completed by Associated Environmental Services (AES) on June 16, 2025 for Village at the Park LLC and V.I.P. Homes & Development. The Phase I ESA revealed the following recognized environmental condition (REC):

- The possible presence of an underground storage tank (UST) related to the former school and identified via ground penetrating radar assessment undertaken in 2017.

A Phase II ESA will be completed to assess the identified REC. Village at the Park LLC has the property under contract.

The general location of the Property is shown on Figure 1. Figure 2 depicts the Parcel Map, which shows the eligible property boundary. A concept plan is provided in Appendix A. The Property legal description is provided in Appendix B.

C. BASIS OF ELIGIBILITY

Originally, the Property qualified for inclusion in the brownfield plan due to its designation as both “blighted” and “functionally obsolete” property as determined by the City of Warren. The Property is eligible for inclusion in this Brownfield Plan in accordance with MCL 125.2652(n) because the Property is in the City of Warren, a local government unit, and the Property meets the definition of “housing property” as defined by Act 381 because it is a property “on which 1 or more units of residential housing are proposed to be constructed”. Additionally, because the proposed project is located in a community that has identified a specific housing need and has absorption data and/or job growth data in the brownfield plan, “housing development activities” as defined by Act 381 are considered eligible activities. Descriptions of the project community’s specific housing need and job growth data are below.

- **Housing Need:** On January 12, 2021, the City of Warren adopted their current Master Plan. The Master Plan states the need for more for-rent housing units in the City to replace aging units in the market and meet the growing demand from Millennial renters. The City's comparatively low rental vacancy rate (4.9 percent) and rising average rents (up 12.6 percent since 2010) indicate that "more renters [are] becoming 'cost-burdened,' a term defined as paying more than 30 percent of a household's gross monthly income." The best solution is the construction of "missing middle" housing (e.g., duplexes, townhomes and courtyard apartments) in the City.
- **Job Growth Data:** As stated in the City's Master Plan, the number of jobs in the City of Warren increased by nearly 25 percent between 2010 and 2013 and about 2 percent between 2014 and 2015. The largest employment sectors in the Detroit-Warren-Livonia metropolitan area are trade, transportation, utilities, professional/business, education & health services and manufacturing (Bureau of Labor Statistics).

D. PROJECT DESCRIPTION

The Property is the location of the former Hartsig Jr. High School, which was demolished in 2023 to prepare the site for redevelopment. The Property cannot be economically redeveloped without significant brownfield incentive support to offset the environmental and infrastructure challenges associated with this infill project.

The Project will revitalize a vacant and underutilized parcel in Warren by constructing for-rent housing. The Project directly addresses the City's identified need for additional "missing middle" housing stock by creating an estimated 138 apartments. A conceptual site plan is provided in Appendix A. The Property is expected to be redeveloped with four three-story buildings, with three buildings each containing 36 apartment units and one building containing 30 apartment units, all facing a central greenspace improved with walking paths and a shallow pond (the Project). The completed Project is anticipated to contain a total of 138 apartments (46 one-bedroom units and 92 two-bedroom units). The Project will also include substantial infrastructure improvements such as surface parking (285 spaces), utility relocation and expansion and improvements to the public rights of way such as landscaping and sidewalks.

The anticipated investment in building construction is over \$25,000,000. The estimated eligible activities are estimated at \$8,961,925.

II. GENERAL DEFINITIONS AS USED IN THIS PLAN

All words or phrases not defined herein shall have the same meaning as such words and phrases included in Act 381.

III. BROWNFIELD PLAN

A. DESCRIPTION OF COSTS TO BE PAID WITH TAX INCREMENT REVENUES AND SUMMARY OF ELIGIBLE ACTIVITIES

The developer will be reimbursed for the costs of eligible housing development activities necessary to complete the proposed Project. The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental local and school operating tax revenues generated by the Property after redevelopment and captured by the Authority, subject to any limitations and conditions described in this Plan, approvals of the Michigan State Housing Development Authority (MSHDA) for school operating tax capture, and the terms of a Reimbursement Agreement between the developer and the Authority (the "Reimbursement Agreement"). The tax reimbursement projections assume the Authority will collect 10 percent of incremental local taxes annually for administrative expenses for this Brownfield Plan. No personal property taxes are projected to be captured by this Plan at this time, but if incremental personal property taxes are generated by this Plan in the future, they will be captured.

The estimated total cost of activities eligible for reimbursement from tax increment revenues, inclusive of 15 percent contingency, is \$8,961,925.

The eligible activities are summarized on Table 1 in Appendix C and consist of Department of Environment, Great Lakes and Energy (EGLE) work plan exempt activities and housing development activities including necessary infrastructure improvements, demolition and reimbursement to fill a financing gap associated with the development of units that are income qualified households. Eligible activities also include the reasonable costs to prepare the Brownfield Plan and Act 381 Work Plan (including all prior amendments to these plans) and the cost of implementing the plans.

The costs of eligible activities eligible for reimbursement are estimated and may increase or decrease depending on the nature and extent of unknown conditions encountered. The reimbursement of eligible activities shall be governed by the terms of a Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381 of 1994, as amended (MCL 125.2652). The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities subject to payment. The estimated total cost of eligible activities to be reimbursed is \$8,961,925. As long as this total cost limit is not exceeded, line-item categories and costs of eligible activities may be adjusted after the date of this Plan, to the extent the adjustments do not violate the terms of Act 381.

B. ESTIMATE OF CAPTURED TAXABLE VALUE AND TAX INCREMENT REVENUES

The original Brownfield Plan for the Property was approved in 2017 during which time the Property's taxable value was \$0 and this remains the initial taxable value for this Plan. Projected taxable values are included in Appendix D, Table 2. The estimated taxable value based on real property generated by the project upon completion is \$6,165,000 in tax year 2027 after construction of the last building and based on a TV of approximately \$44,673.91 per unit and feedback provided by the local assessor. Taxable values in subsequent years are projected to increase by 2 percent annually. The actual TV will be determined by the actual construction completion schedule and the assessor. Incremental personal property will also be captured if available but is not included in the estimates in this Plan.

It is assumed that tax increment revenue capture began in tax year 2022, five years after the original Brownfield Plan was approved (in 2017). The Authority will capture 90 percent of the incremental state and local tax revenues generated from real property and personal property (if available). Ten-percent of incremental state tax revenue, after the 50 percent of SET capture is paid to the State Brownfield Revolving Fund for 25 total years, will pass through to the taxing jurisdictions. Ten-percent of incremental local tax revenue will pass through to the local taxing jurisdictions.

The estimated taxable values, tax increment revenues to be captured, and the impact on taxing jurisdictions are presented in Table 2 provided in Appendix D. The actual annual incremental taxable value and captured tax increment revenue will be determined by the assessor. The actual increased taxable value of the land and all future taxable improvements on the Property may vary.

It is the intent of this Plan to provide for the proportional capture of all eligible tax increments in whatever amounts and in whatever years they become available until all eligible costs are reimbursed or the Brownfield Plan terminates at 30 years. If MSHDA elects not to participate in this Project, the portion of capture related to their proportionate share will be assumed by, made whole by, and become the responsibility of the other taxing entities to the extent allowed by Act 381.

C. METHOD OF FINANCING PLAN COSTS AND DESCRIPTION OF ADVANCES BY THE MUNICIPALITY

The developer is ultimately responsible for financing the costs of eligible activities included in this Plan; however, the developer may seek additional grant or loan support for eligible activities. Except through the potential support as described above, neither the Authority nor the City of Warren will advance any additional funds to finance the eligible activities. All Plan financing commitments and activities and cost reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement. The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan is intended to authorize the Authority to fund such reimbursements. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Plan, will be provided solely under the Reimbursement Agreement.

Reimbursements under the Reimbursement Agreement shall not exceed the cost of eligible activities and reimbursement limits described in this Plan, unless it is further amended.

D. MAXIMUM AMOUNT OF NOTE OR BONDED INDEBTEDNESS

Not applicable.

E. DURATION OF BROWNFIELD PLAN

The duration of this Brownfield Plan for the Property shall not exceed the shorter of the following: 1) reimbursement of all eligible costs, cumulatively not to exceed developer reimbursement \$8,961,925 or 2) 30 years of capture for developer reimbursement. Tax increment revenue capture is assumed to have begun in tax year 2022, five years after the original Brownfield Plan was approved (in 2017). The maximum developer reimbursement period is 30 years. The eligible activities reimbursement cash flows are presented in Table 3. The current reimbursement cash flows project full reimbursement in 30 total years of capture.

F. ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON REVENUES OF TAXING JURISDICTIONS

Incremental local and state tax revenues generated by the Project will be captured by the Authority until all incurred eligible brownfield redevelopment costs and Authority administrative costs are reimbursed, to the extent described in this Plan. The tax revenues available for capture for the Authority will be split between local and state school incremental taxes, estimated at 50 percent and 50 percent, respectively based on current millages with the assumption of MSHDA approval of a 381 Work Plan and local approval of a PA 210 tax abatement. The ratios may change as the millages rate fluctuate over time or if the capture of incremental state school taxes was not approved by MSHDA in whole or in part.

The estimated taxable values, tax increment revenues to be captured, and the impact on taxing jurisdictions are presented in Table 2. The eligible activities reimbursement cash flows are presented in Table 3.

G. LEGAL DESCRIPTION, PROPERTY MAP, PROPERTY CHARACTERISTICS AND PERSONAL PROPERTY

The Property is a single parcel of land with address 8525 Cole Drive, Warren, Michigan. The tax parcel identification number is 12-13-10-376-006.

The Property and parcel boundaries are shown in Figure 2. The Property and parcel legal description are provided in Appendix B. Personal property is not currently included in the capture and reimbursement projections because it is unknown to what extent personal property taxes will be generated by the project; however, incremental personal property taxes generated by the project will be captured to reduce the reimbursement time.

H. ESTIMATES OF RESIDENTS AND DISPLACEMENT OF FAMILIES

No occupied residences are involved in the redevelopment, no persons reside at the Property, and no families or individuals will be displaced as a result of this development. Therefore, a demographic survey and information regarding housing in the community are not applicable and are not needed for this Plan.

I. PLAN FOR RELOCATION OF DISPLACED PERSONS

No persons will be displaced as a result of this development; therefore, a Plan for relocation of displaced persons is not applicable and is not needed for this Plan.

J. PROVISIONS FOR RELOCATION COSTS

No persons will be displaced as result of this development and no relocation costs will be incurred; therefore, provision for relocation costs is not applicable and is not needed for this Plan.

K. STRATEGY FOR COMPLIANCE WITH MICHIGAN'S RELOCATION ASSISTANCE LAW

No persons will be displaced as result of this development; therefore, no relocation assistance strategy is needed for this Plan.

L. DESCRIPTION OF THE PROPOSED USE OF LOCAL BROWNFIELD REVOLVING FUND (LBRF)

The Authority has established a Local Brownfield Remediation Revolving Fund (LBRF) in accordance with Act 381. Funds from the LBRF may be used, at the sole discretion of the Authority, to finance or reimburse eligible activities described in this Brownfield Plan or eligible activities subsequently approved, solely for LBRF funding, by administrative action of the Authority to be conducted on the eligible property described in this Brownfield Plan. Neither the use of nor capture for the LBRF is contemplated under this Brownfield Plan.

M. OTHER MATERIAL THAT THE AUTHORITY OR GOVERNING BODY CONSIDERS PERTINENT

ALIGNMENT WITH THE STATEWIDE HOUSING PLAN OR OTHER LOCAL HOUSING NEED

Missing middle housing is an identified need for the City of Warren as well as more for-rent housing (less than 20 percent of housing would be characterized as Missing Middle and only 25 percent of housing units in the city are rental units, according to the 2021 City Master Plan). Key indicators (rising number of renter-occupied units, rising number of cost-burden renters and decreasing rental vacancy in the City [2010-2016]) demonstrate an insufficient supply of quality for-rent housing which is directly impacting the quality of life for Warren residents and the larger Warren economy.

EVIDENCE THE PROJECT WILL SUPPORT HOUSING AT PRICE POINTS THAT ALIGN WITH THE LOCAL WORKFORCE

Rental rates for the Project are being established at approximately \$1,400 for 1-bedroom/1-bath units and \$1,700 for 2-bedroom/2-bath units. Rental rates of \$1,400 are \$115 less than the 1-bedroom “rent by bedroom” threshold for 80 percent AMI according to MSHDA Income and Rent Limits posted for 2025. At \$1,700 for 2-bedroom units, the rent is \$118 less than the 2 bedroom “rent by bedroom” threshold for 80 percent AMI according to MSHDA Income and Rent Limits.

EVIDENCE THE PROJECT WILL SUPPORT LONG-TERM LOCAL HOUSING NEEDS

The Project will create 138 for-rent units with modern amenities and finishes. These units are expected to be absorbed into the market quickly, based on the current lack of quality, affordable for-rent units in the City and the growing demand for such housing.

Initial rents are projected to increase just 2 percent annually, and the long-term commitment to affordability is that rents will not exceed 120 percent AMI Rent limits published by MSHDA. To ensure affordability is maintained, affordability income verification is anticipated to be 26 years or for the remaining duration of developer reimbursement capture, whichever is longer. These parameters are identified within the Reimbursement Agreement, and compliance will be governed by the terms of the Reimbursement Agreement.

POTENTIAL RENT LOSS (PRL) AND/OR TOTAL HOUSING SUBSIDY (THS) REASONABLENESS

The MSHDA-issued Potential Rent Loss (PRL) calculation was completed for the project, and the request for TIF reimbursement does not exceed this capped amount. A copy of this calculation is included in Appendix C.

INCOME VERIFICATION PLAN

The income verification plan is detailed as follows:

- Income is calculated as per the Income rules and guidance as provided in the latest versions of the HUD Handbook and MSHDA Compliance Manual
- Income will be verified at the time of prospective resident application

These procedures will be maintained for the duration of the developer reimbursement period of the Brownfield Plan.

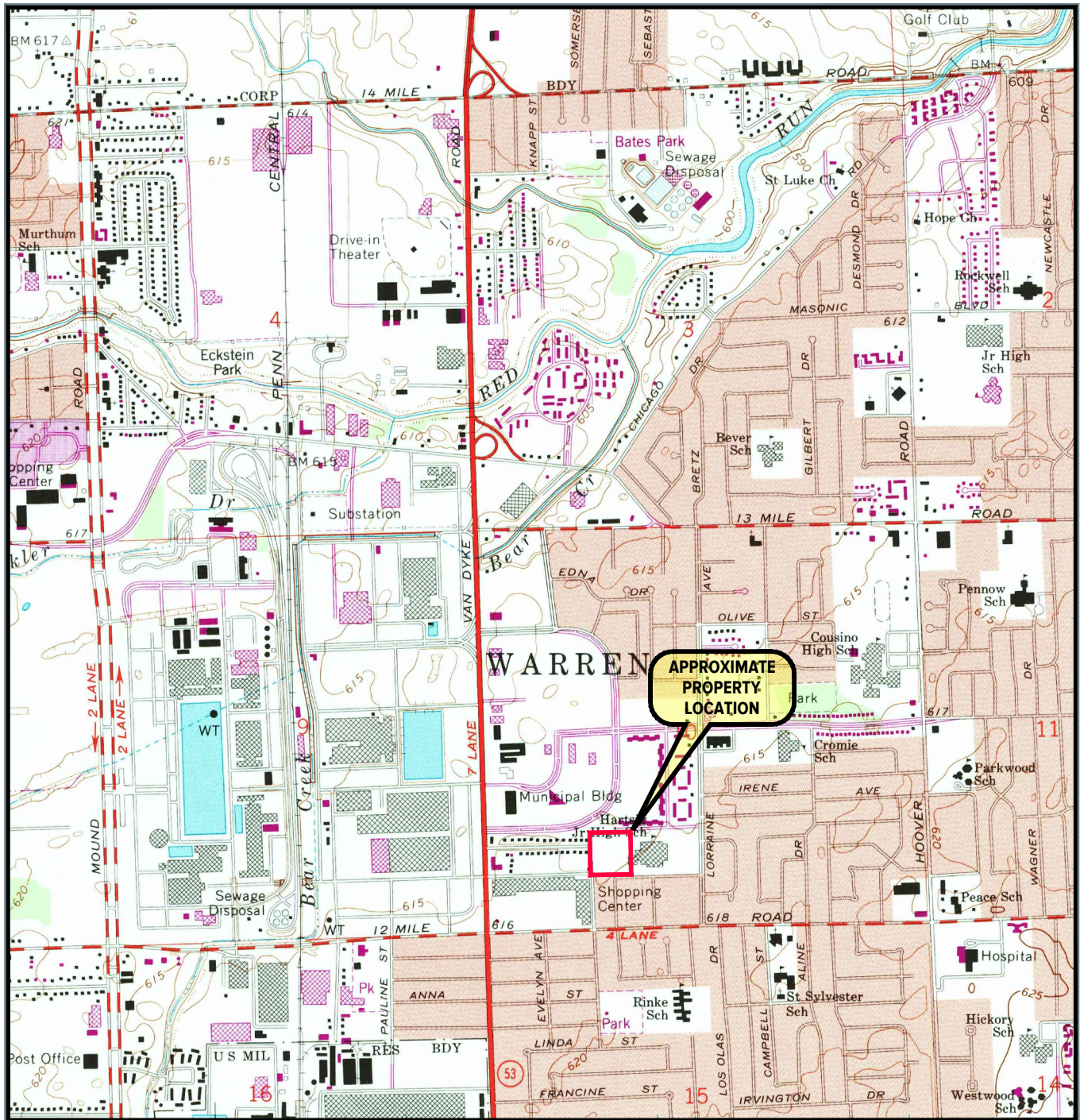
REIMBURSEMENT REQUEST(S) SUBMITTED TO DATE

SME was provided with documentation indicating a request was made and approved for \$528,703.48 in reimbursement for demolition of the existing school at the WBRA May 17, 2023, meeting. That cost consideration is included in the Eligible Activities included in this Brownfield Plan.

FIGURES

FIGURE 1: PROPERTY LOCATION MAP

FIGURE 2: ELIGIBLE PROPERTY BOUNDARY AND ELIGIBILITY MAP



SCALE: 1" = 2000'

Base map obtained from USGS Store

USGS QUADRANGLE(S) REFERENCED

WARREN (MI) 1968 (Photo Revised 1980)

No.	Revision Date	Date	7-3-2025
		CADD	J. BLAKE
		PM	K. DUCOUROUBLE
		Project No.	100635.00

DRAWING NOTE: SCALE DEPICTED IS MEANT FOR 8.5"x11" AND WILL SCALE INCORRECTLY IF PRINTED ON ANY OTHER SIZE MEDIA

PLOT DATE: July 3, 2025 - 2:18 PM - julie.blake

PROPERTY LOCATION MAP **VILLAGE AT THE PARK** **8525 COLE DRIVE** **WARREN, MICHIGAN**

NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR CONSENT OF SME

FILE LOCATION: \\sme-inc\p2\WIP\100635.00\CAD\Design Files\ENV\Rev0\100635.00-Property.dwg



Figure No. 1

TABLES

TABLE 1: ELIGIBLE ACTIVITIES COST ESTIMATES

TABLE 2: TAX INCREMENT TAX CAPTURE ESTIMATE

TABLE 3: TAX REIMBURSEMENT SCHEDULE ESTIMATE



DEPARTMENT SPECIFIC ELIGIBLE (EGLE) ACTIVITIES						
TASK/ACTIVITY	COST ITEM	UNIT COST	UNITS	QUANTITY	COST	TOTAL COST
BEA Activities (Pre-Approved Activities)						
Environmental Due Diligence	Phase I Environmental Site Assessments (ESA)	\$ 2,500	ea.	1	\$ 2,500	\$ 2,500
	Phase II ESAs	\$ 18,000	ea.	1	\$ 18,000	\$ 18,000
	Baseline Environmental Assessments (BEA)	\$ 5,000	ea.	1	\$ 5,000	\$ 5,000
	BEA Activities (Pre-Approved Activities) Subtotal:					\$ 25,500
Due Care Activities - Pre-Approved Planning						
Due Care Investigations	Soil assesment for conatmination management	\$ 11,000	ea.	1	\$ 11,000	\$ 11,000
Documentation and Plans	Plan for Due Care Compliance - Construction	\$ 3,500	ea.	1	\$ 3,500	\$ 21,500
	Plan for Due Care Compliance - Future Use	\$ 4,500	ea.	1	\$ 4,500	
	Soil Gas Assessment	\$ 10,000	ea.	1	\$ 10,000	
	Site Specific Health and Safety Plan	\$ 3,500	ea.	1	\$ 3,500	
Due Care Activities - Pre-Approved Planning Subtotal:						\$ 32,500
Contingency		\$ 58,000	Percentage	15%	\$ 8,700	\$ 8,700
TOTAL ELIGIBLE DEPARTMENT SPECIFIC (EGLE) COSTS:						\$ 66,700

Notes:

¹ Costs not included in contingency calculation



MSHDA ELIGIBLE (NON-ENVIRONMENTAL) HOUSING DEVELOPMENT ACTIVITIES						
TASK/ACTIVITY	COST ITEM	UNIT COST	UNITS	QUANTITY	COST	TOTAL COST
Housing Development Activities						
Necessary infrastructure improvements for housing property						
Utility Relocation, Connection & Installation - Sanitary Sewer Connection (PVC, SDR Leads, Manholes, etc.)		\$ 175,000	allow.	1	\$ 175,000	\$ 175,000
Utility Relocation, Connection & Installation - Water Connection (Water Main, Fire Hydrants, Valves, Fees, etc.)		\$ 525,000	allow.	1	\$ 525,000	\$ 525,000
Public Infrastructure - Cole Drive Road and Right-of-Way Improvements (Pavement, landscape, sidewalk, etc)		\$ 50,000	allow.	1	\$ 50,000	\$ 50,000
Utility Relocation, Connection & Installation - Storm Connection (PVC, Drains, Catch Basins, Outlet, Fees)		\$ 700,000	allow.	1	\$ 700,000	\$ 700,000
Infrastructure - Electric Connection (Fees, Permit, etc.)		\$ 125,000	allow.	1	\$ 125,000	\$ 125,000
Infrastructure - Gas Connection (Fees, Permit, etc.)		\$ 125,000	allow.	1	\$ 125,000	\$ 125,000
Infrastructure - Storm Water Detention (Pond Engineering, Excavation, Structure, Overflow, Connection)		\$ 250,000	allow.	1	\$ 250,000	\$ 250,000
Infrastructure - Electrical/Gas/City of Warren, etc.		\$ 100,000	allow.	1	\$ 100,000	\$ 100,000
Infrastructure - Parking Lot		\$ 750,000	allow.	1	\$ 750,000	\$ 750,000
Site preparation and improvements that support housing development activities and are not environmental response activities						
Geotechnical Testing & Evaluation		\$ 30,000	allow.	1	\$ 30,000	\$ 30,000
Fill for Land Balancing /Export Surplus		\$ 15,000	allow.	1	\$ 15,000	\$ 15,000
Geotechnically Non-viable Soils Removal and Backfill		\$ 250,000	allow.	1	\$ 250,000	\$ 250,000
Excavation and Debris removal, etc.		\$ 35,000	allow.	1	\$ 35,000	\$ 35,000
Rough Grading (Mass Grading, Balancing, Aggregate, Dirt Hauling, Grading Approach, etc.)		\$ 350,000	allow.	1	\$ 350,000	\$ 350,000
Finished Grading (Grading, Balancing, etc.)		\$ 156,000	allow.	1	\$ 156,000	\$ 156,000
Specialized foundations		\$ 200,000	allow.	1	\$ 200,000	\$ 200,000
Sheeting and shoring		\$ 10,000	allow.	1	\$ 10,000	\$ 10,000
Engineering, Design, Project Management, Specifications, Reports, etc.		\$ 18,000	allow.	1	\$ 18,000	\$ 18,000
Soil Excavation/Loading/Transportation/Disposal/Backfill/Compaction		\$ 40,000	allow.	1	\$ 40,000	\$ 40,000
Costs for Demolition ¹		\$ 528,703	ls.	1	\$ 528,703	\$ 528,703
Reimbursement to fill a financing gap associated with the development of units that are income qualified households ¹		\$ 3,863,622	ls.	1	\$ 3,863,622	\$ 3,863,622
Housing Development Activities Subtotal:						\$ 8,296,325
Brownfield Work Plans						
Preparation and review of Act 381 Work Plan	Brownfield Plan & Act 381 Work Plan Preparation (includes various amendments) ¹	\$ 30,000	ea.	1	\$ 30,000	\$ 30,000
	Implementation of Brownfield Plan & Act 381 Work Plan ¹	\$ 50,000	ea.	1	\$ 50,000	\$ 50,000
Brownfield Work Plans Subtotal:						\$ 80,000
MSHDA Non-Environmental Subtotal:						\$ 8,376,325
Contingency		\$ 3,904,000	eligible costs	15%	\$ 585,600	\$ 585,600
TOTAL ELIGIBLE NON-ENVIRONMENTAL (MSF) COSTS:						\$ 8,961,925

Notes:

¹ Costs not included in contingency calculation and based on actual costs incurred and submitted for reimbursement to date



		Inflation Multiplier 1.02														
		Estimated Taxable Value (TV) Increase Rate: 2.00%														
Plan Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Tax Year	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
*Base Taxable Value	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated New TV						\$ 366,611	\$ 368,040	\$ 276,030	\$ 276,030	\$ 616,500	\$ 6,165,000	\$ 6,288,300	\$ 6,414,066	\$ 6,542,347	\$ 6,673,194	\$ 6,806,658
Incremental Difference (New TV - Base TV)		\$ -	\$ -	\$ -	\$ -	\$ 366,611	\$ 368,040	\$ 276,030	\$ 276,030	\$ 616,500	\$ 6,165,000	\$ 6,288,300	\$ 6,414,066	\$ 6,542,347	\$ 6,673,194	\$ 6,806,658

School Capture	Millage Rate	PA210														
STATE EDUCATION	6.0000	6.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,200	\$ 2,208	\$ 1,656	\$ 1,656	\$ 3,699	\$ 36,990	\$ 37,730	\$ 38,484	\$ 39,254
SCHOOL OPERATING	18.0000	18.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,599	\$ 6,625	\$ 4,969	\$ 4,969	\$ 11,097	\$ 110,970	\$ 113,189	\$ 115,453	\$ 117,762
School Total	24.0000	24.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,799	\$ 8,833	\$ 6,625	\$ 6,625	\$ 8,171	\$ 141,335	\$ 144,294	\$ 147,313	\$ 150,392

Local Capture	Millage Rate															
Warren Operating	8.2257	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,053	\$ 3,064	\$ 2,279	\$ 2,271	\$ 5,071	\$ 92	\$ 139	\$ 187	\$ 236
City Road Improvements	1.9786	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 734	\$ 737	\$ 548	\$ 546	\$ 1,220	\$ 22	\$ 33	\$ 45	\$ 57
EMS	0.2736	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 102	\$ 102	\$ 76	\$ 76	\$ 169	\$ 3	\$ 5	\$ 6	\$ 8
Library	1.2532	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 465	\$ 467	\$ 347	\$ 346	\$ 773	\$ 14	\$ 21	\$ 29	\$ 36
Sanitation	2.7414	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,017	\$ 1,021	\$ 759	\$ 757	\$ 1,690	\$ 31	\$ 46	\$ 62	\$ 79
Act 345 Police / Fire	5.3148	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,827	\$ 1,835	\$ 1,514	\$ 1,467	\$ 3,277	\$ 59	\$ 90	\$ 121	\$ 153
Police Operating	0.9176	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 341	\$ 342	\$ 254	\$ 253	\$ 566	\$ 10	\$ 16	\$ 21	\$ 26
Fire Operating	0.9176	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 341	\$ 342	\$ 254	\$ 253	\$ 566	\$ 10	\$ 16	\$ 21	\$ 26
Police & Fire Operating	4.6176	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,714	\$ 1,720	\$ 1,279	\$ 1,275	\$ 2,847	\$ 51	\$ 78	\$ 105	\$ 133
Recreation	0.9134	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 339	\$ 340	\$ 253	\$ 252	\$ 563	\$ 10	\$ 15	\$ 21	\$ 26
Macomb County Operating	4.2656	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,584	\$ 1,590	\$ 1,184	\$ 1,177	\$ 2,630	\$ 48	\$ 72	\$ 97	\$ 123
MCC Operating	1.3899	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 516	\$ 518	\$ 386	\$ 384	\$ 857	\$ 15	\$ 23	\$ 32	\$ 40
MAC Int. School Dist.	4.5727	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,697	\$ 1,704	\$ 1,270	\$ 1,262	\$ 2,819	\$ 51	\$ 77	\$ 104	\$ 131
War Con Debt/SF	4.7800	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,752	\$ 1,759	\$ 1,319	\$ 1,319	\$ 2,947	\$ 53	\$ 81	\$ 109	\$ 137
Macomb Veterans	0.0685	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24	\$ 25	\$ 19	\$ 19	\$ 42	\$ 1	\$ 1	\$ 2	\$ 2
Huron-Clinton Metroparks	0.2062	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76	\$ 76	\$ 57	\$ 57	\$ 127	\$ 2	\$ 3	\$ 5	\$ 6
SMART	0.9436	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 348	\$ 350	\$ 260	\$ 260	\$ 582	\$ 11	\$ 16	\$ 21	\$ 27
War Con Op-ADDL	0.0000	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 137	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Total	43.3800	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,930	\$ 15,993	\$ 12,196	\$ 11,974	\$ 26,744	\$ 484	\$ 733	\$ 987	\$ 1,246

Non-Capturable Millages	Millage Rate															
ZOO AUTHORITY	0.0938	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35	\$ 35	\$ 26	\$ 26	\$ 58	\$ 1	\$ 2	\$ 2	\$ 3
ART INSTITUTE	0.1942	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 72	\$ 72	\$ 54	\$ 54	\$ 120	\$ 2	\$ 3	\$ 4	\$ 6
MISD Debt	0.1700	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29	\$ 47	\$ 47	\$ 105	\$ 2	\$ 3	\$ 4	\$ 5
Total Non-Capturable Taxes	0.4580	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 106	\$ 136	\$ 126	\$ 126	\$ 282	\$ 5	\$ 8	\$ 10	\$ 13

Total Tax Increment Revenue (TIR) Available for Capture \$ - \$ - \$ - \$ - \$ - \$ 24,728 \$ 24,826 \$ 18,821 \$ 18,599 \$ 34,915 \$ 141,819 \$ 145,027 \$ 148,300 \$ 151,638 \$ 155,043 \$ 158,515

Footnotes:
Taxable values and tax increment revenue amounts for tax years 2022, 2023 and 2024 represent actual values
Taxable values and tax increment revenue amounts for tax years 2025 and beyond are projections



		Estimated T																	
		Plan Year	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL	
		Tax Year	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047		
		*Base Taxable Value	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		Estimated New TV	\$ 6,942,791	\$ 7,081,647	\$ 7,223,280	\$ 7,367,746	\$ 7,515,101	\$ 7,665,403	\$ 7,818,711	\$ 7,975,085	\$ 8,134,587	\$ 8,297,278	\$ 8,463,224	\$ 8,632,488	\$ 8,805,138	\$ 8,981,241	\$ 9,160,866	\$ -	
		Incremental Difference (New TV - Base TV)	\$ 6,942,791	\$ 7,081,647	\$ 7,223,280	\$ 7,367,746	\$ 7,515,101	\$ 7,665,403	\$ 7,818,711	\$ 7,975,085	\$ 8,134,587	\$ 8,297,278	\$ 8,463,224	\$ 8,632,488	\$ 8,805,138	\$ 8,981,241	\$ 9,160,866	\$ -	
School Capture		Millage Rate																	
STATE EDUCATION		6.0000	\$ 41,657	\$ 42,490	\$ 43,340	\$ 44,206	\$ 45,091	\$ 45,992	\$ 46,912	\$ 47,851	\$ 48,808	\$ 49,784	\$ 50,779	\$ 51,795	\$ 52,831	\$ 53,887	\$ 54,965	\$ 965,144	
SCHOOL OPERATING		18.0000	\$ 124,970	\$ 127,470	\$ 130,019	\$ 132,619	\$ 135,272	\$ 137,977	\$ 140,737	\$ 143,552	\$ 146,423	\$ 149,351	\$ 152,338	\$ 155,385	\$ 158,492	\$ 161,662	\$ 164,896	\$ 2,895,433	
School Total		24.0000	\$ 160,002	\$ 163,335	\$ 166,734	\$ 170,201	\$ 180,362	\$ 183,970	\$ 187,649	\$ 191,402	\$ 195,230	\$ 199,135	\$ 203,117	\$ 207,180	\$ 211,323	\$ 215,550	\$ 219,861	\$ 3,787,705	
Local Capture		Millage Rate																	
Warren Operating		8.2257	\$ 390	\$ 443	\$ 497	\$ 553	\$ 61,817	\$ 63,053	\$ 64,314	\$ 65,601	\$ 66,913	\$ 68,251	\$ 69,616	\$ 71,008	\$ 72,428	\$ 73,877	\$ 75,355	\$ 771,131	
City Road Improvements		1.9786	\$ 94	\$ 107	\$ 120	\$ 133	\$ 14,869	\$ 15,167	\$ 15,470	\$ 15,780	\$ 16,095	\$ 16,417	\$ 16,745	\$ 17,080	\$ 17,422	\$ 17,770	\$ 18,126	\$ 185,487	
EMS		0.2736	\$ 13	\$ 15	\$ 17	\$ 18	\$ 2,056	\$ 2,097	\$ 2,139	\$ 2,182	\$ 2,226	\$ 2,270	\$ 2,316	\$ 2,362	\$ 2,409	\$ 2,457	\$ 2,506	\$ 25,649	
Library		1.2532	\$ 59	\$ 67	\$ 76	\$ 84	\$ 9,418	\$ 9,606	\$ 9,798	\$ 9,994	\$ 10,194	\$ 10,398	\$ 10,606	\$ 10,818	\$ 11,035	\$ 11,255	\$ 11,480	\$ 117,483	
Sanitation		2.7414	\$ 130	\$ 148	\$ 166	\$ 184	\$ 20,602	\$ 21,014	\$ 21,434	\$ 21,863	\$ 22,300	\$ 22,746	\$ 23,201	\$ 23,665	\$ 24,138	\$ 24,621	\$ 25,114	\$ 256,997	
Act 345 Police / Fire		5.3148	\$ 252	\$ 286	\$ 321	\$ 357	\$ 39,941	\$ 40,740	\$ 41,555	\$ 42,386	\$ 43,234	\$ 44,098	\$ 44,980	\$ 45,880	\$ 46,798	\$ 47,733	\$ 48,688	\$ 497,996	
Police Operating		0.9176	\$ 43	\$ 49	\$ 55	\$ 62	\$ 6,896	\$ 7,034	\$ 7,174	\$ 7,318	\$ 7,464	\$ 7,614	\$ 7,766	\$ 7,921	\$ 8,080	\$ 8,241	\$ 8,406	\$ 86,022	
Fire Operating		0.9176	\$ 43	\$ 49	\$ 55	\$ 62	\$ 6,896	\$ 7,034	\$ 7,174	\$ 7,318	\$ 7,464	\$ 7,614	\$ 7,766	\$ 7,921	\$ 8,080	\$ 8,241	\$ 8,406	\$ 86,022	
Police & Fire Operating		4.6176	\$ 219	\$ 249	\$ 279	\$ 310	\$ 34,702	\$ 35,396	\$ 36,104	\$ 36,826	\$ 37,562	\$ 38,314	\$ 39,080	\$ 39,861	\$ 40,659	\$ 41,472	\$ 42,301	\$ 432,884	
Recreation		0.9134	\$ 43	\$ 49	\$ 55	\$ 61	\$ 6,864	\$ 7,002	\$ 7,142	\$ 7,284	\$ 7,430	\$ 7,579	\$ 7,730	\$ 7,885	\$ 8,043	\$ 8,203	\$ 8,368	\$ 85,628	
Macomb County Operating		4.2656	\$ 202	\$ 230	\$ 258	\$ 287	\$ 32,056	\$ 32,698	\$ 33,351	\$ 34,019	\$ 34,699	\$ 35,393	\$ 36,101	\$ 36,823	\$ 37,559	\$ 38,310	\$ 39,077	\$ 399,890	
MCC Operating		1.3899	\$ 66	\$ 75	\$ 84	\$ 93	\$ 10,445	\$ 10,654	\$ 10,867	\$ 11,085	\$ 11,306	\$ 11,532	\$ 11,763	\$ 11,998	\$ 12,238	\$ 12,483	\$ 12,733	\$ 130,300	
MAC Int. School Dist.		4.5727	\$ 217	\$ 246	\$ 276	\$ 307	\$ 34,364	\$ 35,052	\$ 35,753	\$ 36,468	\$ 37,197	\$ 37,941	\$ 38,700	\$ 39,474	\$ 40,263	\$ 41,069	\$ 41,890	\$ 428,679	
War Con Debt/SF		4.7800	\$ 226	\$ 257	\$ 289	\$ 321	\$ 35,922	\$ 36,641	\$ 37,373	\$ 38,121	\$ 38,883	\$ 39,661	\$ 40,454	\$ 41,263	\$ 42,089	\$ 42,930	\$ 43,789	\$ 448,061	
Macomb Veterans		0.0685	\$ 3	\$ 4	\$ 4	\$ 5	\$ 515	\$ 525	\$ 536	\$ 546	\$ 557	\$ 568	\$ 580	\$ 591	\$ 603	\$ 615	\$ 628	\$ 6,420	
Huron-Clinton Metroparks		0.2062	\$ 10	\$ 11	\$ 12	\$ 14	\$ 1,550	\$ 1,581	\$ 1,612	\$ 1,644	\$ 1,677	\$ 1,711	\$ 1,745	\$ 1,780	\$ 1,816	\$ 1,852	\$ 1,889	\$ 19,329	
SMART		0.9436	\$ 45	\$ 51	\$ 57	\$ 63	\$ 7,091	\$ 7,233	\$ 7,378	\$ 7,525	\$ 7,676	\$ 7,829	\$ 7,986	\$ 8,146	\$ 8,309	\$ 8,475	\$ 8,644	\$ 88,455	
War Con Op-ADDL		0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 137	
Local Total		43.3800	\$ 2,055	\$ 2,336	\$ 2,622	\$ 2,914	\$ 326,005	\$ 332,525	\$ 339,176	\$ 345,959	\$ 352,878	\$ 359,936	\$ 367,135	\$ 374,477	\$ 381,967	\$ 389,606	\$ 397,398	\$ 4,066,569	
Non-Capturable Millages		Millage Rate																	
ZOO AUTHORITY		0.0938	\$ 4	\$ 5	\$ 6	\$ 6	\$ 705	\$ 719	\$ 733	\$ 748	\$ 763	\$ 778	\$ 794	\$ 810	\$ 826	\$ 842	\$ 859	\$ 8,793	
ART INSTITUTE		0.1942	\$ 9	\$ 10	\$ 12	\$ 13	\$ 1,459	\$ 1,489	\$ 1,518	\$ 1,549	\$ 1,580	\$ 1,611	\$ 1,644	\$ 1,676	\$ 1,710	\$ 1,744	\$ 1,779	\$ 18,205	
MISD Debt		0.1700	\$ 8	\$ 9	\$ 10	\$ 11	\$ 1,278	\$ 1,303	\$ 1,329	\$ 1,356	\$ 1,383	\$ 1,411	\$ 1,439	\$ 1,468	\$ 1,497	\$ 1,527	\$ 1,557	\$ 15,840	
Total Non-Capturable Taxes		0.4580	\$ 22	\$ 25	\$ 28	\$ 31	\$ 3,442	\$ 3,511	\$ 3,581	\$ 3,653	\$ 3,726	\$ 3,800	\$ 3,876	\$ 3,954	\$ 4,033	\$ 4,113	\$ 4,196	\$ 42,837	
Total Tax Increment Revenue (TIR) Available for Capture		\$ 162,058	\$ 165,671	\$ 169,356	\$ 173,115	\$ 506,367	\$ 516,495	\$ 526,825	\$ 537,361	\$ 548,108	\$ 559,071	\$ 570,252	\$ 581,657	\$ 593,290	\$ 605,156	\$ 617,259	\$ -	\$ -	

Footnotes:
Taxable values and tax increment revenue amounts for tax years 2022, 2023 and 2024
Taxable values and tax increment revenue amounts for tax years 2025 and beyond are



Tax Increment Revenue Reimbursement Allocation Table

Village at the Park
8525 Cole Dr.
Warren, Michigan
July 10, 2025

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	45.48%	\$ 4,043,239		\$ 4,043,239
Local	54.69%	\$ 4,918,687		\$ 4,918,687
TOTAL				
MSHDA	99.3%	\$ 8,895,225		\$ 8,895,225
EGLE	0.7%	\$ 66,700		\$ 66,700

Estimated Total
Years of Plan: 34

Estimated Capture	
Administrative Fees	\$ 614,836
State Brownfield Redevelopment Fund	\$ 455,089
Local Brownfield Revolving Fund	\$ -

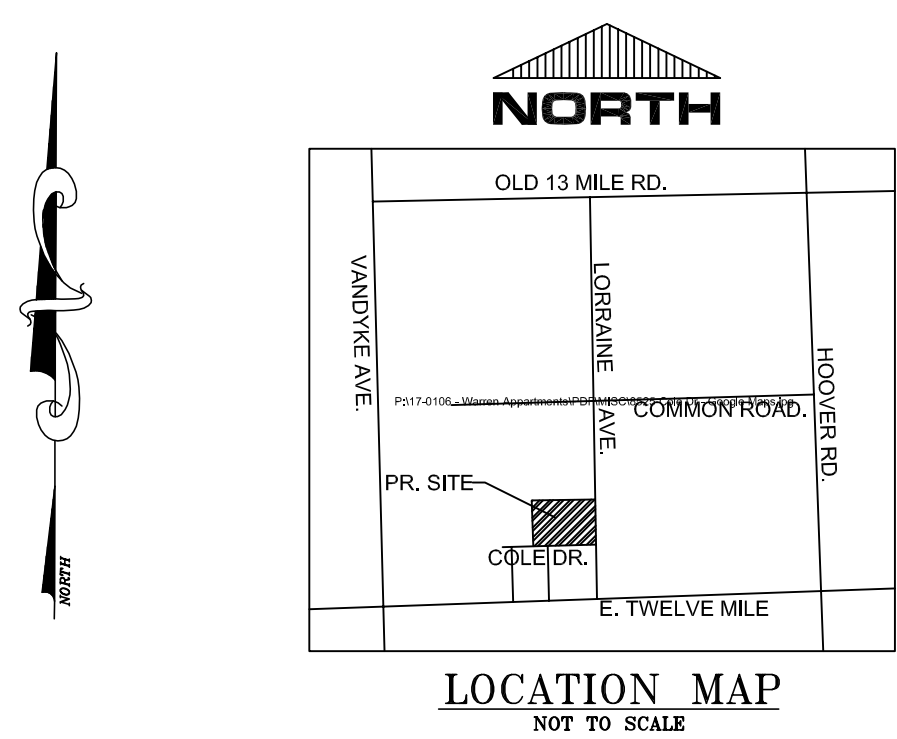
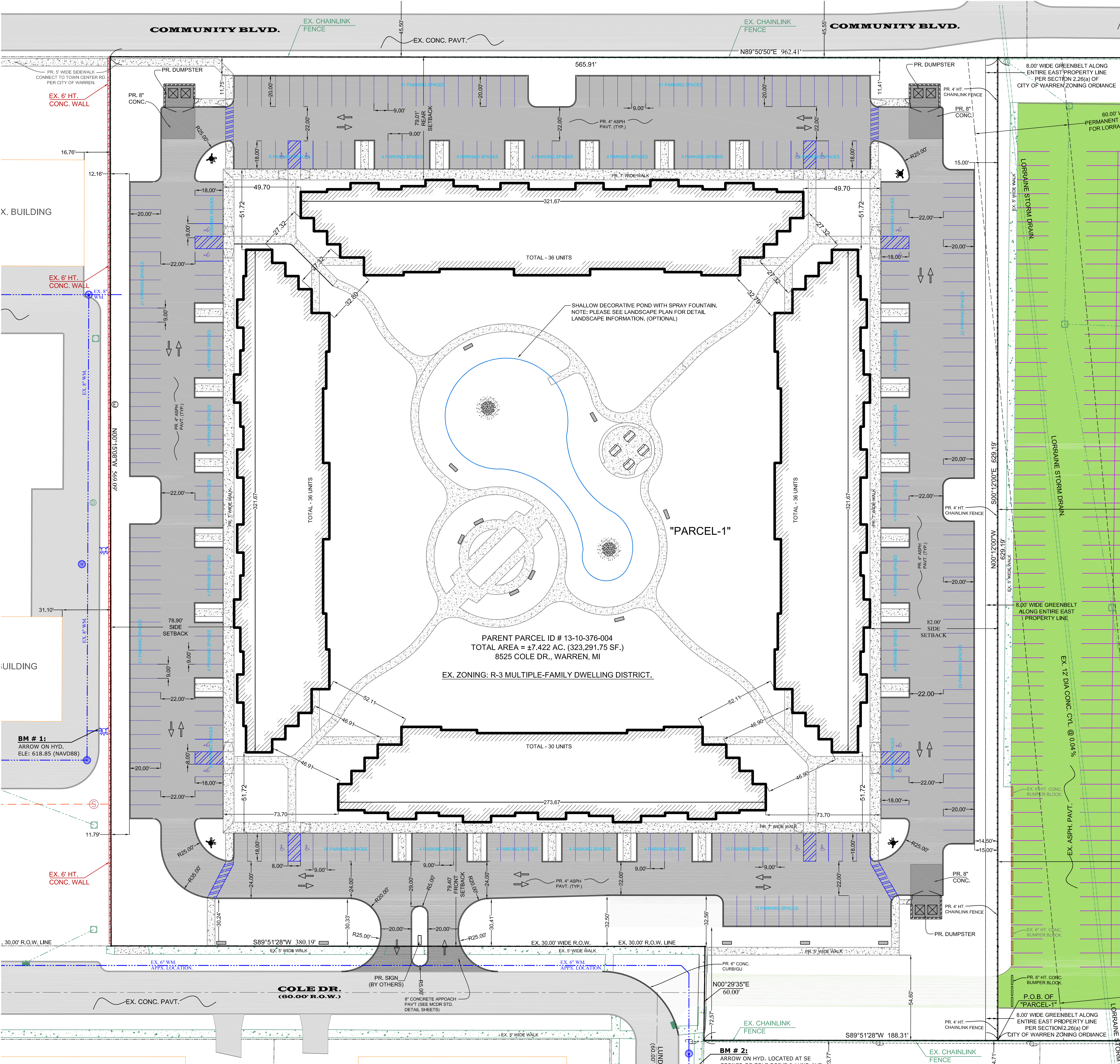
	Capture Year Plan Year	Tax Abatement in effect															
		0	0	0	0	0	1	2	3	4	5	6	7	8	9	10	11
		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
		2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Total State Incremental Revenue			\$ -	\$ -	\$ -	\$ -	\$ 8,799	\$ 8,833	\$ 6,625	\$ 6,625	\$ 8,171	\$ 149,171	\$ 152,248	\$ 155,386	\$ 158,585	\$ 161,849	\$ 165,176
State Brownfield Redevelopment Fund (50% of SET)			\$ -	\$ -	\$ -	\$ -	\$ 1,100	\$ 1,104	\$ 828	\$ 828	\$ 1,850	\$ 18,495	\$ 18,865	\$ 19,242	\$ 19,627	\$ 20,020	\$ 20,420
Warren Pass-through (10%)			\$ -	\$ -	\$ -	\$ -	\$ 770	\$ 773	\$ 580	\$ 580	\$ 632	\$ 13,068	\$ 13,338	\$ 13,614	\$ 13,896	\$ 14,183	\$ 14,476
State TIR Available for Reimbursement			\$ -	\$ -	\$ -	\$ -	\$ 6,929	\$ 6,956	\$ 5,217	\$ 5,217	\$ 5,690	\$ 117,609	\$ 120,045	\$ 122,529	\$ 125,063	\$ 127,646	\$ 130,281
Total Local Incremental Revenue			\$ -	\$ -	\$ -	\$ -	\$ 15,930	\$ 15,993	\$ 12,196	\$ 11,974	\$ 26,744	\$ 484	\$ 733	\$ 987	\$ 1,246	\$ 12,346	\$ 14,978
BRA Administrative Fee (10%)							\$ 1,593	\$ 1,599	\$ 1,220	\$ 1,197	\$ 2,674	\$ 48	\$ 73	\$ 99	\$ 125	\$ 1,235	\$ 1,498
Warren Pass-through (10%)			\$ -	\$ -	\$ -	\$ -	\$ 1,593	\$ 1,599	\$ 1,220	\$ 1,197	\$ 2,674	\$ 48	\$ 73	\$ 99	\$ 125	\$ 1,235	\$ 1,498
Local TIR Available for Reimbursement			\$ -	\$ -	\$ -	\$ -	\$ 12,744	\$ 12,794	\$ 9,757	\$ 9,579	\$ 21,395	\$ 387	\$ 586	\$ 790	\$ 997	\$ 9,877	\$ 11,982
Total State & Local TIR Available		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,673	\$ 19,750	\$ 14,974	\$ 14,796	\$ 27,085	\$ 117,996	\$ 120,631	\$ 123,319	\$ 126,060	\$ 137,523	\$ 142,263
DEVELOPER	Beginning Balance																
DEVELOPER Reimbursement Balance	\$ 8,961,925	\$ 8,961,925	\$ 8,961,925	\$ 8,961,925	\$ 8,961,925	\$ 8,961,925	\$ 8,942,253	\$ 8,922,502	\$ 8,907,528	\$ 8,892,732	\$ 8,865,647	\$ 8,747,652	\$ 8,627,021	\$ 8,503,702	\$ 8,377,643	\$ 8,240,119	\$ 8,097,856
DEVELOPER REIMBURSEMENT																	
MSHDA Eligible Housing Costs	\$ 8,895,225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,267	\$ 21,395	\$ 117,912	\$ 120,631	\$ 123,319	\$ 126,060	\$ 137,523	\$ 142,263
State Tax Reimbursement	\$ 4,013,147		\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ 117,525	\$ 120,045	\$ 122,529	\$ 125,063	\$ 127,646	\$ 130,281
Local Tax Reimbursement	\$ 4,882,079		\$ -	\$ -	\$ -	\$ -				\$ 8,267	\$ 21,395		\$ 387	\$ 586	\$ 790	\$ 9,877	\$ 11,982
Total MSHDA Reimbursement Balance		\$ 8,895,225	\$ 8,895,225	\$ 8,895,225	\$ 8,895,225	\$ 8,895,225	\$ 8,895,225	\$ 8,895,225	\$ 8,895,225	\$ 8,886,959	\$ 8,865,563	\$ 8,747,652	\$ 8,627,021	\$ 8,503,702	\$ 8,377,643	\$ 8,240,119	\$ 8,097,856
EGLE Environmental Costs	\$ 66,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,673	\$ 19,750	\$ 14,974	\$ 6,529	\$ 5,690	\$ 84	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ 30,092		\$ -	\$ -	\$ -	\$ -	\$ 6,929	\$ 6,956	\$ 5,217	\$ 5,217	\$ 5,690	\$ 84	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ 36,608		\$ -	\$ -	\$ -	\$ -	\$ 12,744	\$ 12,794	\$ 9,757	\$ 1,312	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total EGLE Reimbursement Balance		\$ 66,700	\$ 66,700	\$ 66,700	\$ 66,700	\$ 66,700	\$ 47,027	\$ 27,277	\$ 12,303	\$ 5,773	\$ 84	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total Annual Developer Reimbursement	\$ 8,961,925	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,673	\$ 19,750	\$ 14,974	\$ 14,796	\$ 27,085	\$ 117,996	\$ 120,631	\$ 123,319	\$ 126,060	\$ 137,523	\$ 142,263



Tax Abatement in effect																				
	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	
	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	TOTAL
Total State Incremental Revenue	\$ 168,570	\$ 172,031	\$ 175,561	\$ 179,161	\$ 189,456	\$ 193,200	\$ 197,018	\$ 200,911	\$ 204,882	\$ 208,931	\$ 213,061	\$ 217,272	\$ 221,567	\$ 225,948	\$ 230,415	\$ 234,970	\$ 239,616	\$ 244,354	\$ 249,186	\$ 4,947,577
State Brownfield Redevelopment Fund (50% of SET)	\$ 20,828	\$ 21,245	\$ 21,670	\$ 22,103	\$ 22,545	\$ 22,996	\$ 23,456	\$ 23,925	\$ 24,404	\$ 24,892	\$ 25,390	\$ 25,897	\$ 26,415	\$ 26,944						\$ 455,089
Warren Pass-through (10%)	\$ 14,774	\$ 15,079	\$ 15,389	\$ 15,706	\$ 16,691	\$ 17,020	\$ 17,356	\$ 17,699	\$ 18,048	\$ 18,404	\$ 18,767	\$ 19,137	\$ 19,515	\$ 19,900	\$ 23,041	\$ 23,497	\$ 23,962	\$ 24,435	\$ 24,919	\$ 449,249
State TIR Available for Reimbursement	\$ 132,968	\$ 135,708	\$ 138,502	\$ 141,352	\$ 150,220	\$ 153,183	\$ 156,205	\$ 159,287	\$ 162,430	\$ 165,636	\$ 168,904	\$ 172,237	\$ 175,637	\$ 179,103	\$ 207,373	\$ 211,473	\$ 215,654	\$ 219,918	\$ 224,267	\$ 4,043,239
Total Local Incremental Revenue	\$ 17,684	\$ 20,465	\$ 21,023	\$ 21,591	\$ 344,962	\$ 351,766	\$ 358,706	\$ 365,782	\$ 372,999	\$ 380,358	\$ 387,863	\$ 395,517	\$ 403,322	\$ 411,281	\$ 419,399	\$ 427,677	\$ 436,119	\$ 444,728	\$ 453,507	\$ 6,148,358
BRA Administrative Fee (10%)	\$ 1,768	\$ 2,046	\$ 2,102	\$ 2,159	\$ 34,496	\$ 35,177	\$ 35,871	\$ 36,578	\$ 37,300	\$ 38,036	\$ 38,786	\$ 39,552	\$ 40,332	\$ 41,128	\$ 41,940	\$ 42,768	\$ 43,612	\$ 44,473	\$ 45,351	\$ 614,836
Warren Pass-through (10%)	\$ 1,768	\$ 2,046	\$ 2,102	\$ 2,159	\$ 34,496	\$ 35,177	\$ 35,871	\$ 36,578	\$ 37,300	\$ 38,036	\$ 38,786	\$ 39,552	\$ 40,332	\$ 41,128	\$ 41,940	\$ 42,768	\$ 43,612	\$ 44,473	\$ 45,351	\$ 614,836
Local TIR Available for Reimbursement	\$ 14,147	\$ 16,372	\$ 16,818	\$ 17,273	\$ 275,970	\$ 281,413	\$ 286,964	\$ 292,626	\$ 298,399	\$ 304,286	\$ 310,290	\$ 316,413	\$ 322,657	\$ 329,025	\$ 335,519	\$ 342,141	\$ 348,895	\$ 355,782	\$ 362,806	\$ 4,918,687
Total State & Local TIR Available	\$ 147,115	\$ 152,080	\$ 155,320	\$ 158,624	\$ 426,189	\$ 434,596	\$ 443,170	\$ 451,913	\$ 460,829	\$ 469,922	\$ 479,195	\$ 488,651	\$ 498,294	\$ 508,129	\$ 542,892	\$ 553,614	\$ 564,549	\$ 575,700	\$ 587,073	\$ 8,961,925
DEVELOPER																				
DEVELOPER Reimbursement Balance	\$ 7,950,741	\$ 7,798,662	\$ 7,643,341	\$ 7,484,717	\$ 7,058,527	\$ 6,623,931	\$ 6,180,761	\$ 5,728,848	\$ 5,268,019	\$ 4,798,097	\$ 4,318,902	\$ 3,830,251	\$ 3,331,957	\$ 2,823,829	\$ 2,280,937	\$ 1,727,322	\$ 1,162,773	\$ 587,073	\$ (0)	\$ -
DEVELOPER REIMBURSEMENT																				
MSHDA Eligible Housing Costs	\$ 147,115	\$ 152,080	\$ 155,320	\$ 158,624	\$ 426,189	\$ 434,596	\$ 443,170	\$ 451,913	\$ 460,829	\$ 469,922	\$ 479,195	\$ 488,651	\$ 498,294	\$ 508,129	\$ 542,892	\$ 553,614	\$ 564,549	\$ 575,700	\$ 587,073	\$ 8,895,225
State Tax Reimbursement	\$ 132,968	\$ 135,708	\$ 138,502	\$ 141,352	\$ 150,220	\$ 153,183	\$ 156,205	\$ 159,287	\$ 162,430	\$ 165,636	\$ 168,904	\$ 172,237	\$ 175,637	\$ 179,103	\$ 207,373	\$ 211,473	\$ 215,654	\$ 219,918	\$ 224,267	\$ 4,013,147
Local Tax Reimbursement	\$ 14,147	\$ 16,372	\$ 16,818	\$ 17,273	\$ 275,970	\$ 281,413	\$ 286,964	\$ 292,626	\$ 298,399	\$ 304,286	\$ 310,290	\$ 316,413	\$ 322,657	\$ 329,025	\$ 335,519	\$ 342,141	\$ 348,895	\$ 355,782	\$ 362,806	\$ 4,882,079
Total MSHDA Reimbursement Balance	\$ 7,950,741	\$ 7,798,662	\$ 7,643,341	\$ 7,484,717	\$ 7,058,527	\$ 6,623,931	\$ 6,180,761	\$ 5,728,848	\$ 5,268,019	\$ 4,798,097	\$ 4,318,902	\$ 3,830,251	\$ 3,331,957	\$ 2,823,829	\$ 2,280,937	\$ 1,727,322	\$ 1,162,773	\$ 587,073	\$ (0)	\$ -
EGL E Environmental Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66,700
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,092
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,608
Total EGL E Reimbursement Balance	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ -
Total Annual Developer Reimbursement	\$ 147,115	\$ 152,080	\$ 155,320	\$ 158,624	\$ 426,189	\$ 434,596	\$ 443,170	\$ 451,913	\$ 460,829	\$ 469,922	\$ 479,195	\$ 488,651	\$ 498,294	\$ 508,129	\$ 542,892	\$ 553,614	\$ 564,549	\$ 575,700	\$ 587,073	\$ 8,961,925

APPENDIX A

PROJECT SITE PLAN



PROJECT : WARREN APARTMENTS

LOCAL AGENCY: CITY OF WARREN
BUILDING DEPARTMENT
ONE CITY SQUARE
WARREN, MI 48093
PHONE # 586-574-4500

EXISTING ZONING: R-3 MULTIPLE-FAMILY DWELLING DISTRICT.
PROPOSED LAND USE:

GROSS AREA OF SITE FOR APARTMENT PROJECT: 47.681 AC. (334,567.92 SF.)
PR. GROSS BUILDING FOOT AREA: 3 BUILDING X 16,020' + 13,305' = 61,365 S.F.
SITE COVERAGE (BUILDING): ±18.34%
TOTAL AREA OF PAVT. (PARKING & WALK) = ±121,223.48 S.F.
SITE COVERAGE (BUILDING, PARKING & WALK ±182,588.48 S.F.) = ±54.57 %

WATER SUPPLY: MUNICIPAL
SANITARY: ENCLOSED PIPE
STORM: NO DETENTION SYSTEM
WITH UNRESTRICTED OUTLET TO LORRAINE STORM DRAIN.

LAWN: AREAS LABELED "SOD" SHALL HAVE SPRINKLER SYSTEM INSTALLED.

* SIGN IS NOT PART OF THIS APPROVAL.

PARKING CALCULATIONS

REQUIRED PARKING:
CITY OF WARREN ZONING ORDINANCE SECTION NO. 4.32 - OFF-STREET PARKING
PARKING REQUIREMENT:

TABLE INSET: (2) MULTIPLE DWELLINGS AND EFFICIENCY APARTMENTS:
TWO (2) PARKING SPACES PER DWELLING UNIT, WHERE COMMUNITY OR RECREATION TYPE
BUILDING HAS BEEN INCLUDED WITHIN THE SITE PLAN THERE SHALL BE PROVIDED ONE
OFF-STREET PARKING SPACE FOR EACH FIFTY (50) SQUARE FEET OF FLOOR AREA FOR SAID
BUILDING.

TOTAL APARTMENT UNITS: 138 UNITS.
TOTAL PARKING SPACE REQUIRED = 138 UNITS X 2 PARKING SPACE PER APARTMENT
= 276 PARKING SPACES
EXISTING PARKING ONSITE: = 285 SPACES (INCLUDING 16 H.C. SPACES) TOTAL.

NOTE:
PROPOSED SIZE OF H.C. SPACE = 20' X 8' MIN.
* EXCEPT AROUND THE PERIMETER OF THE BUILDING ± 18' X 8' WITH 7' WIDE SIDEWALK.
PROPOSED SIZE OF REGULAR PARKING SPACE = 20' X 8' MIN.
* EXCEPT AROUND THE PERIMETER OF THE BUILDING ± 18' X 9' WITH 7' WIDE SIDEWALK.

LEGAL DESCRIPTION PARCEL-1:

PART OF THE SW ¼ OF SECTION 10, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE S ¼ CORNER OF SAID SECTION 10; THENCE N00°29'01"E 692.52' ALONG THE N-S ¼ LINE OF SECTION 10; THENCE S89°51'28"W 43.00 FEET TO THE SE CORNER OF THE SAID PROPERTY; THENCE CONTINUING S89°51'28"W 386.61 FEET TO THE POINT OF BEGINNING OF PARCEL-1; THENCE S89°51'28"W 148.31 FEET; THENCE N00°29'35"E 60.00 FEET; THENCE S89°51'28"W 380.19 FEET; THENCE N00°15'08"W 569.09 FEET; THENCE N89°50'50"E 568.29 FEET; THENCE S00°12'00"W 629.19 FEET TO THE POINT OF BEGINNING, CONTAINING ± 334,567.92 SQUARE FEET ± 7.681 ACRES, MORE OR LESS.

SUBJECT TO THE RIGHT OF A PUBLIC OR ANY GOVERNMENTAL UNIT AND/OR ANY EASEMENTS OR RESTRICTIONS OF RECORD OR OTHERWISE.

SINCE OUR SURVEY DOES NOT INCLUDE A TITLE SEARCH THERE COULD BE EASEMENTS UPON THE PROPERTY THAT ARE NOT SHOWN AT THIS MOMENT.

VARIANCE REQUESTED: R-3 ZONING

VARIANCE REQUESTED:
1. VARIANCE - NO BASEMENT
2. VARIANCE FOR 58 ADDITIONAL DWELLING UNITS.

LEGEND

EXIST. STORM SEWER
EXIST. OVERHEAD UTILITY
EXIST. FENCE LINE
EXIST. WATERMAIN
EXIST. SANITARY LINE
EXIST. GAS LINE
EXIST. HYDRANT
EXIST. UTILITY POLE
EXIST. GATE WELL
EXIST. ROAD CATCH BASIN
EXIST. STORM CATCH BASIN (BEEHIVE)
EXIST. SANITARY MANHOLE
EXIST. ROAD SIGN BOARD
PROPOSED STORM MANHOLE
PROPOSED CATCH BASIN
PROPOSED SANITARY MANHOLE
PROPOSED HYDRANT.

PROPOSED WATER MAIN.
PROPOSED SANITARY SEWER
PROPOSED STORM SEWER
EXIST. CONC. PAVT.
EXIST. SIDEWALK
PROPOSED 6" CONC. PAVT.
PROPOSED 8" CONC. PAVT.
PROPOSED CONC. WALK & SIDEWALK

NOT FOR CONSTRUCTION UNLESS APPROVED BY MUNICIPALITY

NOTE:

- ALL OUTDOOR RETAIL SALES OF ITEMS SHALL BE PROHIBITED ON THE SITE.
- OPEN STORAGE OF MATERIALS SHALL NOT BE PERMITTED ON THE SITE.
- ALL LANDSCAPED AREAS SHALL BE AUTOMATICALLY IRRIGATED.
- ALL LIGHTING ON THE SITE SHALL BE SHIELDED AND NOT ENCRUSH UPON ADJUTING PROPERTIES. THE LIGHT POLES SHALL BE NO HIGHER THAN 20 FT. ALL GLARE SHALL BE ELIMINATED FROM ALL LIGHT FIXTURES. UPWARD DIRECTED LIGHTING SHALL NOT BE PERMITTED.

SETBACK FROM R.O.W LINE	BUILDING	
	REQUIRED	PROVIDED
FRONT - SOUTH	45.00'	79.40'
EAST SIDE	28.50'	82.00'
WEST SIDE	28.50'	78.90'
REAR - NORTH	50.00'	79.01'

GATEWAY

8155 ANNSBURY DRIVE, SUITE # 109
SHELBY TWP., MI 48316
OFFICE # (586) 786-5533 FAX # (586) 786-5575
www.gatewayengineer.com

PROJECT INFORMATION:

VILLAGE AT THE PARK APARTMENTS

8525 COLE DRIVE
WARREN, MICH. 48093
P.I.D.#: 13-10-376-004

CLIENT INFORMATION:

TIM GORDON
COLE STREET INVESTMENTS, L.L.C.
2669 GRATIOT
DETROIT, MI 48207

ISSUANCE:
☐ SCHEMATIC
☐ BIDDING
☒ MUNI SUBMITTAL
☐ CONSTRUCTION
☐ OTHER

DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION UNLESS INDICATED

NO.	DESC.	DATE
1.	PRELIMINARY	06/14/2019
2.	SITE PLAN	06/27/2019
3.	SITE PLAN	06/12/2019
4.	EASEMENT	10/22/2019
5.	SITE PLAN REV.	01/08/2020

1" = 30.00'

REVIEWED BY: J.V.
DESIGNED BY: M.G.
DRAWN BY: M.G.

DRAWING: SITE PLAN

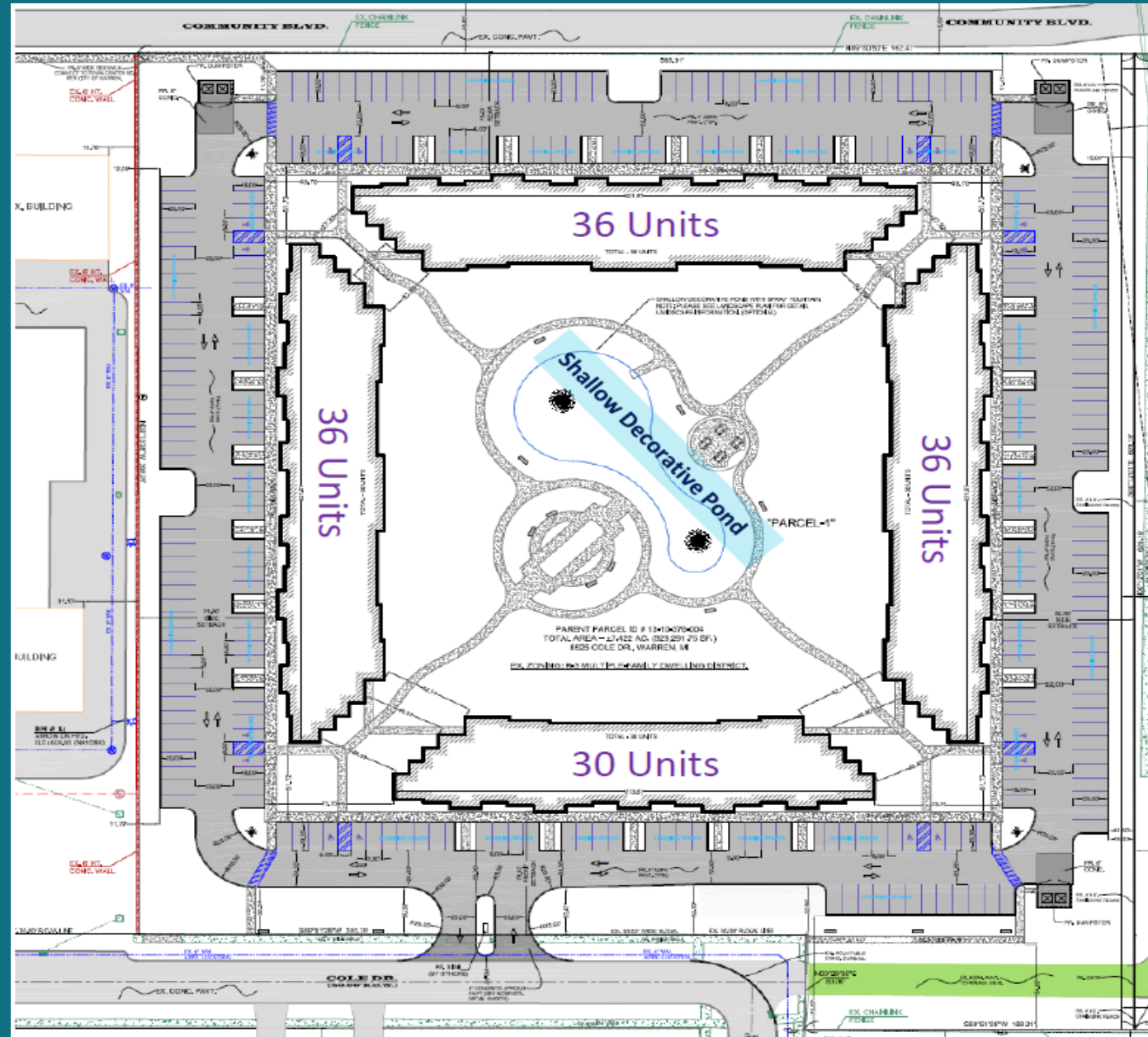
C2.2

NO. PROJECT NO. 19-0512

Approved Site Plan

High Level Details

- Four 3-Story Buildings with Semi-Private Stairwells & Entrances
- Windows along front and rear side of the unit to provide natural lighting
- Interior courtyard with landscaping and a decorative pond
- Surface parking with opportunity for garages or carports



138 Apartments

APPENDIX B

LEGAL DESCRIPTION OF PROPERTY PARCEL DESCRIBED IN SECTION III(G) OF THIS PLAN

8525 Cole Drive
Warren, Michigan, 48093
Tax ID 12-13-10-376-006

LEGAL DESCRIPTION

T1N, R12E, SEC 10; COMM AT S 1/4 POST SEC 10; TH N00°29'01"E 692.52 FT; TH S89°51'28"W 429.61 FT TO POB; TH S89°51'28"W 188.31 FT; TH N00°29'35"E 60.00 FT; TH S89°51'28"W 380.19 FT; TH N00°15'08"W 569.09 FT; TH N89°50'50"E 568.29 FT; TH S00°12'01"E 629.19 FT TO POB 7.681 AC

APPENDIX C

SUMMARY OF TOTAL HOUSING SUBSIDY CALCULATION

Housing TIF Financing Gap Cap Calculation - Multifamily Rental - Proposed Village at the Park Redevelopment

FORMULA	LOCATION	TYPE	FMR/MR Rent	Control Rent	- Proj. Rent	PRL	x # Units	x # Months	x Years	= PRL GAP CAP	Per Unit
FMR	Macomb Co.	1-bed	\$ 1,050.00	\$ 2,625.00	\$ 1,400.00	\$ 1,225.00	46	12	30	\$ 20,286,000.00	\$ 441,000.00
FMR	Macomb Co.	2-bed	\$ 1,330.00	\$ 3,325.00	\$ 1,700.00	\$ 1,625.00	92	12	30	\$ 53,820,000.00	\$ 585,000.00

TOTAL Housing Subsidy							138				\$ 74,106,000.00	per unit
Approved BRA TIF Request							138				\$ 3,863,622.00	\$ 27,997.26

*Control Rent = (FMR/40) x 100 where 40 represents the 40th percentile

*PRL = Potential Rent Loss

APPENDIX D

CONSENT JUDGEMENT

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF MACOMB

COLE STREET INVESTMENTS, LLC,
a Michigan limited liability company,

Plaintiff/Appellant,

Civil Action No. 2019-004998-AA

vs.

Hon. Edward A. Servitto

CITY OF WARREN, a Michigan municipal
corporation, and CITY OF WARREN
ZONING BOARD OF APPEALS,

Defendants/Appellees.

Alan M. Greene (P31984)
Christyn Scott (P67485)
DYKEMA GOSSETT PLLC
Attorneys for Plaintiff/Appellant
39577 Woodward Avenue, Suite 300
Bloomfield Hills, MI 48304-5086
(248) 203-0700
agreene@dykema.com
cscott@dykema.com

Ethan Vinson (P26608)
Mary Michaels (P44601)
CITY OF WARREN
Attorneys for Defendants/Appellees
One City Square, Suite 400
Warren, MI 48093
(586) 574-4671

CONSENT JUDGMENT

At a session of said Court held in the City of Mt.
Clemens, County of Macomb, State of Michigan on
08/23/2021, 2021.

PRESENT: Honorable Edward A. Servitto, Jr.
Circuit Court Judge

The parties to this Consent Judgment, having agreed to settle this dispute as reflected in this Consent Judgment, which incorporates herein all exhibits attached hereto and amendments to such exhibits; each of the parties to this Consent Judgment has represented that all requirements necessary for the party to bind itself to this Consent Judgment have been met; the Court having reviewed the settlement reflected in this Consent Judgment and having specifically found that its

terms are fair, just, reasonable, and in the public interest, and that it has been entered into in good faith by the parties;

THE COURT HEREBY FINDS AND IT IS ORDERED AND ADJUDGED as follows:

1. **Background and History.** The following findings are incorporated within and made a part of this Consent Judgment:

a. Plaintiff Cole Street Investments, LLC ("Plaintiff") owns approximately 7.42 acres of land on the north side of Cole Drive at Lund Avenue in the City of Warren, as more particularly described as 8525 Cole Drive and as part of tax identification number 13-10-376-004 (the "Property") See Legal Description included in **Exhibit A**. The Property is zoned R-3 (multi-family dwelling district) and R-1-C (one-family residential district).

b. The Property had been originally used for a former junior high and, thereafter a religious school and then a charter school, which failed, but now contains an obsolete, vacant and boarded up school building.

c. The lands to the north of the Property contain multi-family dwellings; the land to the east contains a church (Our Lady of Redemption Melkite Catholic Church, hereinafter the "Church"); the land to the south across Cole Drive contains apartments; and the land to the west also contains multi-family dwellings.

d. The Property is located approximately 350 feet east of the City's planned Town Center area. Consistent with the City's 2017 Town Center Plan objectives, both parties agree that the Property presents an opportunity to construct an infill redevelopment project to provide the modern housing alternatives preferred by empty nesters, millennials

and GM technical center employees in immediate proximity to the City's proposed Town Center development.

e. Plaintiff submitted to the City a site plan for a proposed multi-family apartment complex containing a total of 144 residences in four buildings surrounding a common courtyard to be known as the "Village at the Park Apartments" (the "Project").

f. The vacant school building would be demolished as part of the Project. In connection with such demolition and rehabilitation of the Property, the City's Brownfield Development Authority recommended approval of a brownfield redevelopment plan for the Project in 2017.

g. The City's planning and engineering staff issued a report and findings dated September 23, 2019, recommending that the Planning Commission approve the site plan, subject to enumerated conditions, including recommending that Plaintiff obtain dimensional variances from the Zoning Board of Appeals ("ZBA") prior to the release of the site plan to the Building Division.

h. At its meeting held on September 23, 2019, the Planning Commission voted to approve the site plan subject to the conditions recommended by professional staff, including the variances.

i. After the Planning Commission approved the site plan, Plaintiff requested the variances needed for the Project as set forth in the Planning Commission's resolution to approve the Project.

j. As required by the City's Zoning Ordinance, the City's Planning Department prepared and submitted to the ZBA an impact statement in order to consider and assess the potential impact of requested variances on pedestrian and vehicular

circulation, off-street parking, structural relationship, public utilities, landscaping, accessibility and other site design elements.

k. The variance requests were considered by the ZBA at its meeting held on November 13, 2019. The ZBA voted to deny the variances, as reflected in a letter from the ZBA to Plaintiff dated October 29, 2019. Plaintiff thereafter filed this timely appeal of the ZBA's denial of the variances.

l. Plaintiff and the City engaged in discussions regarding a mutually-agreeable settlement of this dispute, which has resulted in an agreed upon revised final site plan for the Project and a proposed resolution of this dispute regarding the future use and development of the Property.

m. Notwithstanding any present or future zoning classification of the Property, the Property may be used and/or developed as specifically provided in this Consent Judgment.

2. **Approval of Revised Final Site Plan and Variances for the Project.** The Property shall be used and developed in accordance with the Final Site Plan attached as **Exhibit B** and incorporated by reference and as otherwise stated in this Consent Judgment. Development conditions include: (a) the total number of residential units in the Project shall be reduced from 144 units to up to 138 units The six residences to be removed shall all be located along the Cole Street frontage; (b) the 8 parking spaces located adjacent to Cole Street shall be removed and the additional open space created by the elimination of the units and the parking spaces shall be landscaped in accordance with the Final Site Plan attached hereto as **Exhibit B**; (c) subject to the conditions and terms of this Consent Judgment, the City shall be deemed to have given its approval for Plaintiff's use, development, construction and operation of the Property consisting of a multi-

family residential development (the "Project") as depicted on the Final Site Plan, including approval of all variances required by the Planning Commission needed to construct the Project in accordance with the Final Site Plan; (d) all exterior parking areas and walkways shall conform to the standards and requirements of the Americans with Disabilities Act of 1990 and Plaintiff shall make available for lease at least one barrier free unit on the first floor of each building and such additional barrier free units as required to meet demand and/or applicable law; (e) overhangs shall protrude over the exterior stairways as a shield from the incremental weather; (f) the building facades shall conform to the renderings attached as **Exhibit C**; and (g) a decorative fence shall be constructed along the east border of the Church property and in an access area that may be associated with the Road Extension agreement or other agreement made with the Church as described below; and the developer shall remove the barricades currently existing on the eastern property line on Cole and replace them with a 6' black metal decorative fence that meets with the satisfaction of the City Engineer in the exercise of reasonable discretion.

3. **Additional Access to Lorraine.** The City is exploring options to obtain from the Church right-of-way or an easement in order to extend Cole Street through the Church property to access Lorraine Avenue as conceptually depicted on **Exhibit D** hereto. If the City obtains from the Church the grant of such right-of-way or easement on or before one year from date of this Judgment, Plaintiff agrees to pay for and complete the construction of the extension of Cole Street to Lorraine Avenue (which may include costs for the acquisition of easements) (the "Road Extension") in an amount not to exceed \$550,000.00. The Plaintiff will cooperate with the City and provide reasonable assistance in working out an easement or right-of-way agreement with the Church to extend Cole Street to Lorraine Avenue as described above.

4. **Approval of Brownfield Plan.** The Brownfield Plan originally recommended by the Brownfield Authority has been updated to reflect the reduction in the number of residential units and the potential construction of an extension of Cole Street as described above, and is attached hereto as **Exhibit E**. The City approved and hereby reaffirms its approval of the Amended Brownfield Plan for the former and now vacant “Hartsig Junior High School” in the form attached hereto as **Exhibit E** (the “Brownfield Plan”), and that such approval is not conditioned upon the Road Extension. Plaintiff shall commence demolition of the vacant school building by the earlier of fifteen (15) days after receipt of regulatory approvals of the Brownfield Work Plan under Public Act 381, or October 15, 2021, and shall apply for the demolition permit within fourteen (14) days of entry of this Consent Judgment. The City will cooperate with Plaintiff in preparing and submitting the Brownfield Work Plan in a timely manner for approval and in obtaining approvals for the Brownfield Work Plan. Demolition shall be completed within sixty (60) days of commencement, which time period may be extended by the City in the exercise of reasonable discretion in the event of adverse weather, unexpected labor or other unforeseen conditions. Until such time as the vacant school building is demolished, Plaintiff shall regularly maintain the property, including regular mowing of grass and weeds, picking up trash and garbage and keeping the building boarded and secure from thefts, vagrancy and other improper trespass and the City and the Plaintiff shall work cooperatively to address any blighted conditions as the same may arise.

5. **Cooperation and Avoidance of Blight.** The parties, their agents, representatives, and employees shall cooperate in good faith with each other and their respective agents, successors, and assigns, in order to carry out the development contemplated in this Judgment, including, but not limited to, cooperating or assisting in Plaintiff’s efforts to obtain any necessary approvals from other governmental or regulatory entities, such as permits, licenses, or other approvals, as

necessary or convenient for the development and use of the Property, in accordance with the terms and conditions of this Consent Judgment. The Developer agrees to maintain and operate the project in a manner as to avoid blight and will work cooperatively with the City to remediate blighted conditions on the property. If the City seeks judicial assistance to enforce the terms of this Consent Judgment, and prevails, the City shall be entitled to recover its reasonable costs and attorneys' fees incurred in pursuing and/or defending against such action.

6. **Further Approvals.** The Plaintiff shall proceed under the City's customary procedures to obtain any further building, utility, occupancy or other permits that may be required to develop the Property according to the Consent Judgment. Except to the extent they conflict with the terms and conditions of this Consent Judgment and Exhibits hereto which shall control in the event of any conflict, the Property shall be developed in accordance with local ordinances and building regulations and site plan specifications, conditions and requirements established by the City Council and Planning Commission relating to the Development Project, including the Conditions established by the City of Warren Planning Commission dated September 23, 2019 and attached to this Consent Judgment as **Exhibit F**. It is understood the Final Site Plan, updated pursuant to this Consent Judgment, will be submitted to the Planning Director for administrative review, to ensure the Plan conforms to this Consent Judgment, the Road Extension, or to customary site plan standards, or to make minor aesthetic enhancements to the plan as may be mutually agreed upon with Developer

7. **Other Applicable Laws.** Nothing contained in this Consent Judgment shall be construed to relieve compliance with the provisions of state law or obtaining approvals of other governmental or regulatory agencies when required.

8. **Conflicting Provisions.** The uses and structures permitted by this Consent Judgment shall be deemed conforming uses and structures. Subsequent enactments to, modifications of, or amendments to the City's Zoning Ordinance, condominium ordinance, subdivision control ordinance, and/or related regulations of the City shall apply to the Project to the extent they are not inconsistent with or do not vary or negate the terms of this Consent Judgment.

9. **Modifications to the Final Site Plan.** Minor Modifications to the Final Site Plan may be approved by the City according to applicable procedures and ordinances of the City without a requirement for Court approval or amendment of the Consent Judgment in the following instances:

- a. Where such modifications are required or requested by other reviewing governmental agencies having jurisdiction over the Project or any portion thereof; and/or
- b. Where such modifications are reasonably required as a result of final engineering and/or minor design considerations, as confirmed by the City's professional engineers or other appropriate City consultants; and/or
- c. Where such minor modifications are made to address design, marketing or other conditions, provided that:
 - i. No such modification shall increase the number of residential units permitted on the Property; and
 - ii. No such modification shall reduce the minimum setbacks shown on the Final Site Plan.

Any of the above modifications shall be provided to the City's Planning Director for administrative review and approval, and such review and approval shall not be unreasonably withheld or delayed.

10. **Release of Claims and Dismissal of Lawsuit.** Subject to the terms and provisions of this Consent Judgment, all of the claims and causes of action alleged by Plaintiff in the Action or which could have been alleged by Plaintiff or any other person or entity having an ownership interest in the Property, against the City or any City employee, officer, or other official, including all claims for money damage relief, shall be, and they are hereby, merged into this Consent Judgment and are dismissed with prejudice and without costs or attorneys' fees to any party. Plaintiff, for itself, its officers, members, managers, affiliates, successors or assigns, releases and discharges the City and City of Warren Zoning Board of Appeals, and their officers, employees, boards, commission, or committees from or for any claims, actions, demand, suits or judgments, damages, costs, or rights of any nature in laws, equity or otherwise, which exist or which existed whether known or unknown, by reason of events, facts or acts arising out of or related to the claims that were or could have been raised in this lawsuit through the date of this Consent Judgment.

11. **Estoppel.** From time to time, upon fifteen (15) days' written request, the City shall furnish to Plaintiff, its lender(s), and/or any other party requested by Plaintiff, a written certification executed by an authorized representative of the City, confirming, as of the date of the request for the estoppel certification, that: (a) this Consent Judgment is in full force and effect; and (b) to the City's actual knowledge as of the date of the estoppel, Plaintiff is in full compliance with the terms hereof (or, if not, specifying any claimed defaults by Plaintiff hereunder). Plaintiff reserves the right to dispute any claimed default.

12. **Successors and Assigns.** All of the provisions of this Consent Judgment shall be binding upon and inure to the benefit of Plaintiff and the City, and their respective heirs, successors, assigns, and transferees. Any reference in this Consent Judgment to the City shall include any agent, employee, representative, and official of the City.

13. **Recordings.** This Consent Judgment shall be recorded with the Register of Deeds for the County of Macomb. This Consent Judgment shall be deemed to run with the land. Plaintiff shall pay the costs of recording the Consent Judgment.

14. **Amendment/Modification.** Except as provided in paragraph 9 above, this Consent Judgment may be amended or modified only by written agreement of the parties hereto, or their successors in interest, with the requisite approval of the City Council, and later approved and ordered by this Court.

15. **Time of the Essence.** All time periods set forth in this Consent Judgment are of the essence.

16. **Severability.** Each restriction and clause is intended to be severable and in the event that any restriction is for any reason held void, it shall not affect the validity of the remainder of this Consent Judgment.

17. **Clerical Errors.** Any clerical errors or mistakes in document or exhibit descriptions contained in this Consent Judgment may be corrected by the parties, and both parties agree to cooperate in making such corrections in order to effectuate the spirit and intent of the parties in entering into this Consent Judgment.

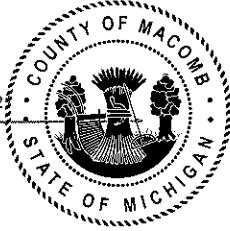
18. **Jurisdiction.** The Court shall retain jurisdiction of this matter in order to assure compliance with and enforcement of the terms and conditions of this Consent Judgment. The parties agree that the terms of this Consent Judgment may be specifically enforced through mandatory injunctive or other equitable relief.

19. **Authority to Execute.** Plaintiff and the City each represent and state that the individuals signing this Consent Judgment are fully authorized to execute this document and bind their respective parties to the terms and conditions contained herein.

20. Closure of Case. This Consent Judgment resolves the last pending claim and closes the case.

Dated: _____

08/23/2021



Circuit Court Judge

A handwritten signature in black ink, appearing to read "Ed A. Servitto", is written over a horizontal line.

/s/ EDWARD A. SERVITTO
CIRCUIT COURT JUDGE, P27600

08/23/2021

Approved for entry as to form and substance:

DYKEMA GOSSETT PLLC

CITY OF WARREN

By: _____

A handwritten signature in black ink, appearing to read "Alan M. Greene", is written over a horizontal line.
Alan M. Greene (P31984)
Christyn Scott (P67485)
Attorneys for Plaintiff/Appellant
39577 Woodward Avenue, Suite 300
Bloomfield Hills, MI 48304
(248) 203-0700

By: _____

A handwritten signature in black ink, appearing to read "Mary Michaels", is written over a horizontal line.
Ethan Vinson (P26608)
Mary Michaels (P44601)
Attorneys for Defendants/Appellees
One City Square, Suite 400
Warren, MI 48093
(586) 574-4671

COLE STREET INVESTMENTS, LLC,
a Michigan limited liability company

By:  

Print Name: Thomas Spencer Labret

Its: Manager

Dated: 8/11/21

119317.000001 4823-9371-9027.2

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF MACOMB**

COLE STREET INVESTMENTS, LLC,

Case No. 2019-004998-AA
Hon. Edward A. Servitto, Jr.

Plaintiff/Appellant,

v

THE CITY OF WARREN and CITY OF WARREN
ZONING BOARD OF APPEALS.

Defendants/Appellees.

ALAN M. GREENE (P31984)
CHISTYN SCOTT (P67485)
DYKEMA GOSSETT, PLLC
Attorneys for Plaintiff/Appellant
39577 Woodward Avenue, Suite 300
Bloomfield Hills, MI 48304
(248) 203-0700

ETHAN VINSON (P26608)
MARY MICHAELS (P44601)
CITY OF WARREN
Attorneys for Defendants/Appellees
One City Square, Suite 400
Warren, MI 48093
(586) 574-4671

CONSENT JUDGMENT

CONSENT JUDGMENT
Cole Street Investments, LLC v City of Warren, et al.
Case No. 2019-004998-AA

EXHIBIT A

EXHIBIT A

LEGAL DESCRIPTION

Part of the SW 1/4 of Section 10, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan, being more particularly described as follows: .

Commencing at the S 1/4 corner of said Section 10; Thence N00°29'01"E 692.52 feet along the N-S' 1/4 line of Section 10; Thence S89°51'28"W 43.00 feet to the SE corner of the said property; Thence continuing S89°51'28"W 386.61 feet to the point of beginning of parcel-1; Thence S89°51'28"W 188.31 feet; Thence N00°29'35"E 60.00 feet; Thence S89°51'28"W 380.19 feet; Thence N00°15'08"W 569.09 feet; Thence N89°50'50"E 568.29 feet; Thence S00°12'01"W 629.19 feet to the point of beginning.

Containing approximately 334,567.92 square feet.

Tax ID: 12-13-10-376-006

CONSENT JUDGMENT
Cole Street Investments, LLC v City of Warren, et al.
Case No. 2019-004998-AA

EXHIBIT B

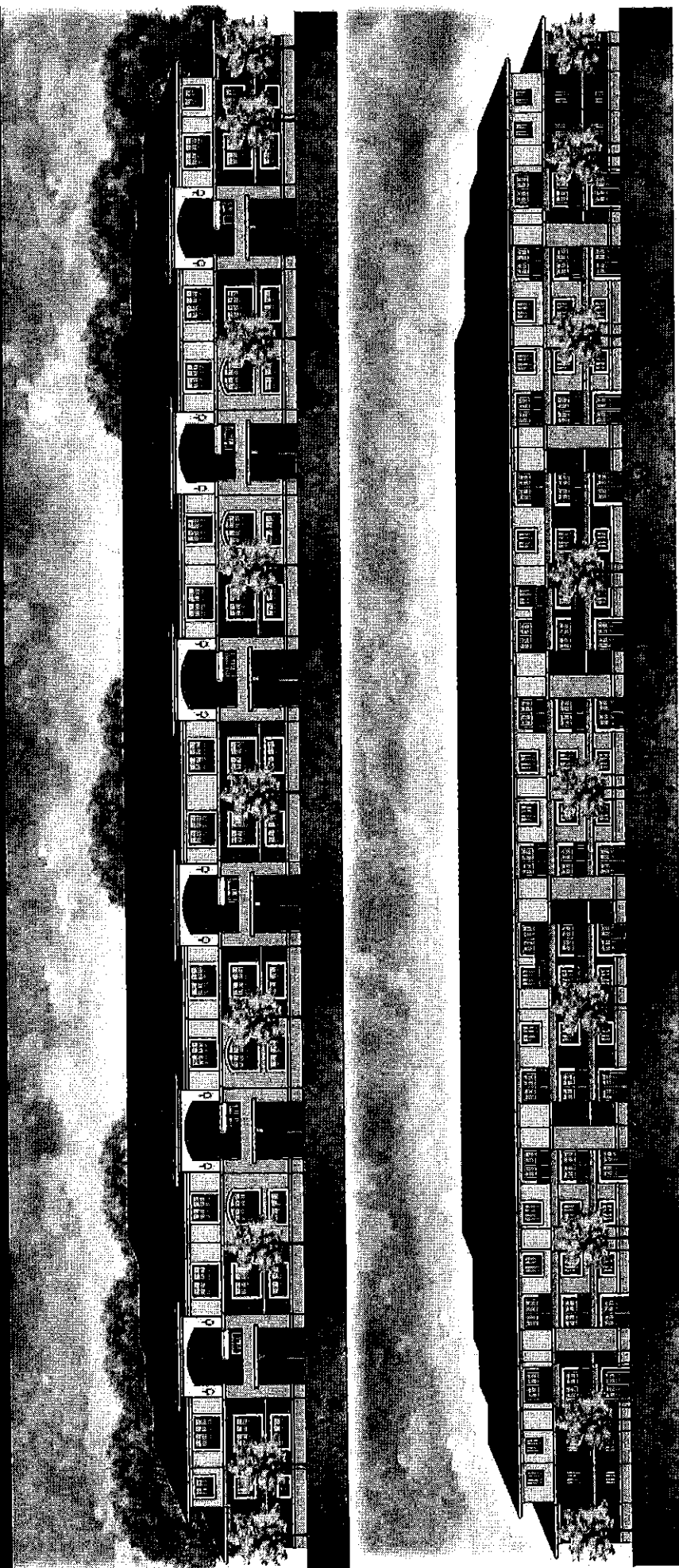


CONSENT JUDGMENT
Cole Street Investments, LLC v City of Warren, et al.
Case No. 2019-004998-AA

EXHIBIT C

EXHIBIT C

Architectural Elevations



CONSENT JUDGMENT
Cole Street Investments, LLC v City of Warren, et al.
Case No. 2019-004998-AA

EXHIBIT D

Cole Dr Extension and Church Parking Lot with Gated Entry



CONSENT JUDGMENT
Cole Street Investments, LLC v City of Warren, et al.
Case No. 2019-004998-AA

EXHIBIT E

EXHIBIT E

**Proposed Redevelopment
Amended Brownfield Plan**


for the

**Former Hartsig Junior High School
8525 Cole Drive
Warren, Macomb County, MI 48093**



**CITY OF
WARREN**

Brownfield Redevelopment Authority

Prepared for	Prepared By
<p>Cole Street Investments, L.L.C. c/o 31400 Northwestern Highway, Suite H Farmington Hills, MI 48334 Attn: Mr. Steve Schafer, Agent T (248) 613-6262 E steve@schafer-dev.com</p>	<p> Mr. Nicholas G. Maloof, RPG President and General Counsel Associated Environmental Services, LLC 40701 Woodward Avenue, Suite 50 Bloomfield Hills, MI 48304 T (248) 203-9898 F (248) 422-2177 M (248) 250-2525 E ngm@associatedenvironmental.net W www.associatedenvironmental.net</p>

Plan Preparation Date: May 29, 2017, Amended January 15, 2020, 2nd Amended October 8, 2020, 3rd
Amended August 4, 2021

Approved by the Brownfield Redevelopment Authority on: June 1, 2017

Approved by the Warren City Council on: _____

Document received by the MI Macomb 16th Circuit Court.

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ATTACHMENTS

Attachment	A	Legal Description of Eligible Property
Attachment	B	Site Plan/General Concept Plan
Attachment	C	Estimated Tax Increment Revenues
Attachment	D	Proof of "Blighted," "Functionally Obsolete," and/or "Facility" Status & Description of Site Conditions

Environmental Services
Land Development
Real Estate Consulting



40701 Woodward Avenue, Suite 50
Bloomfield Hills, Michigan 48304

August 4, 2021

City of Warren Brownfield Redevelopment Authority
c/o Department of Community, Economic & Downtown Development
ED DDA TIFA CDBG BRA
City of Warren
One City Square, Suite 215
Warren, Michigan 48093
Attn: Mr. Tom Bommarito, Director

Associated Environmental Services, LLC Project No. 2019041501.01

RE: Proposed Cole Street Investors, L.L.C. Redevelopment 2nd Amended Brownfield Plan for the former Hartsig Jr. High School building located at 8525 Cole Drive in Warren, Macomb County, Michigan

Dear Mr. Bommarito:

Pursuant to our meetings, conversations and previously submitted (1) "Application for Inclusion in the Warren Brownfield Plan;" and (2) Brownfield Plan dated May 29, 2017 Approved by the WBRA at the June 1, 2017 WBRA meeting, attached is the 2nd Amended Brownfield Plan for the proposed redevelopment of the former Hartsig Jr. High School building located at 8525 Cole Drive in Warren, Macomb County, Michigan (the "Property"). This Amended Brownfield Plan is intended to be an update to the original Plan approved by the WBRA at their June 1, 2017 meeting.

The current condition of the property is an impediment to its redevelopment. The Property is a blighted and functionally obsolete vacant building originally designed, built and operated as a public school and subsequently operated by a charter school prior to closing and falling into disrepair. The structure is an attractive nuisance and has suffered breaking and entering, vandalism and water intrusion. The Property has become dilapidated and needs to be demolished to support other uses of the Property. As the Property is physically and visually impacted (blighted) and not useable in its current condition (functionally obsolete), incentives are necessary to equalize the costs of re-developing the Property versus developing a Greenfield site and "level the playing field" to attract developers and tenants to the Property.

It is unknown at this time whether the Property qualifies as a "facility" as that term is defined in Part 201 of the Natural Resources and Environmental Protection Act (NREPA), P.A. 451 of 1994, as amended. A Phase I ESA was previously completed for the Property and Phase II ESA activities have not yet been conducted.

Therefore, this Amended Brownfield Plan ("Plan") is based on the "blighted" and "functionally obsolete" determination made by the City of Warren Assessor.

The Plan incorporates: (1) a 10% BRA Management Fee collection; (2) a base land value from the 2019 tax roll (which is the same as the previously used 2016 tax roll value); (3) a 50% valuation addition minus a 40% valuation adjustment for the improvements being added for the 2021 tax roll; (4) a final additional valuation addition of the remaining 50% minus a 40% valuation adjustment of improvements for the 2022 tax roll; and (5) a five year TIR capture for deposit into the Local Site Remediation Revolving Fund (LSRRF).

Tel: 248-203-9898 / Fax: 248-422-2177
email: info@associatedenvironmental.net
web: www.associatedenvironmental.net

Document received by the MI Macomb 16th Circuit Court.

Page 2 of 2

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PROJECT SUMMARY*

Project Name: Former Hartsig Jr. High Redevelopment project being developed by Cole Street Investments, L.L.C. ("Developer") as the "Village at the Park" Apartments

Estimated Eligible Developer Reimbursable Costs: \$4,788,861.00

Estimated Years to Complete Developer Payback: 21 years

Estimated Eligible Investment by Developer: \$26,302,233.00 plus Personal Property

Annual Tax Revenue Before Project:

Address	Parcel #	Prior to 2019	2021
8525 Cole Drive	13-10-376-004	\$0.00	\$21,267.00
Total Current Tax Revenue		\$0.00	\$21,267.00

Estimated Total Annual Tax Revenue After Project (Net of Debt Millages, Zoo and DIA): \$349,204.00¹
in Year 3 (the 1st year of fully completed project)

Estimated Net Increase in Tax Revenue (Net of Debt Millages, Zoo and DIA): \$327,937.00¹ in Year 3 and beyond (the 1st year of fully completed project)

¹Based on estimated Assessed Value. Actual Assessor valuation may differ.

Estimated Total TIR Capture for Developer: \$4,788,861.00 to Developer

Estimated Total WBRA Administrative Capture: \$510,485.00 (10% of total TIR capture)

Estimated Total Capture for WBRA LSRRF: \$1,189,889.00 (5 years of TIR capture in approximately Years 21-25)

*Note that due to spreadsheet calculation rounding operations, the totals of some estimated values may not match up exactly

Project Overview

The Property is comprised of the former Hartsig Jr. High School building and grounds located at 8525 Cole Drive in Warren, Macomb County, Michigan and consists of a rectangular shaped property located west of Lorraine Avenue, north of 12 Mile Road and east of Van Dyke. The school structure appears to have been constructed in the 1960's as a public school and then purchased and operated by Our Lady of Redemption Melkite Catholic Church until recently being sold to Developer in March 2019.

The Property will be split from the tax parcel that contains both the Our Lady of Redemption Church and the former Hartsig Junior High School Property. As the Property was originally under the ownership of the Warren Consolidated Schools and then sold to the church, the Property has not been on the property tax rolls for well over sixty (60) years. Note that the split application has been submitted to the City of Warren, but has not been processed yet. The newly split parcel is legally described as follows (legal information obtained from Developer for split parcel and City of Warren Online Assessing Records for the parent parcel):

Address	Parcel Number	Assessing Records Legal Description (Pre-split)
8525 Cole Dr.	13-10-376-004	T1N,R12E SEC 10; COMM AT S 1/4 COR SEC 10; TH N00°25'49"E 692.52 FT; TH S89°48'16"W 43.00 FT TO POB; TH S89°48'16"W 574.91 FT; TH N00°26'23"E 60.00 FT; TH S89°48'16"W 380.19 FT; TH N00°18'20"W 569.09 FT; TH N89°47'38"E 962.41 FT; TH S00°25'49"W 629.30 FT TO POB 13.319 AC
		Site Plan Legal Description (Post-split)
		<p>LEGAL DESCRIPTION PARCEL-1:</p> <p>PART OF THE SW ¼ OF SECTION 10, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE S ¼ CORNER OF SAID SECTION 10; THENCE N00°29'01"E 692.52 ALONG THE N-S ¼ LINE OF SECTION 10; THENCE S89°51'28"W 43.00 FEET TO THE SE CORNER OF THE SAID PROPERTY; THENCE CONTINUING S89°51'28"W 386.61 FEET TO THE POINT OF BEGINNING OF PARCEL-1; THENCE S89°51'28"W 188.31 FEET; THENCE N00°29'35"E 60.00 FEET; THENCE S89°51'28"W 380.19 FEET; THENCE N00°18'20"W 569.09 FEET; THENCE N89°50'50"E 568.29 FEET; THENCE S00°12'00"W 629.19 FEET TO THE POINT OF BEGINNING.</p> <p>CONTAINING 134,567.92 SQUARE FEET- 3.081 ACRES, MORE OR LESS.</p> <p>SUBJECT TO THE RIGHT OF A PUBLIC OR ANY GOVERNMENTAL UNIT AND/OR ANY EASEMENTS OR RESTRICTIONS OF RECORD OR OTHERWISE.</p>

The above description pertains to the Property that will be subdivided from the parent parcel. The post-split legal description describes the Property being developed with the Project. A land survey as well as site plans and engineering drawings have been completed depicting the boundaries of the Property as well as the layout of the proposed Project.

The proposed Project consists of 138 apartment units, comprised of a mix of two bedroom and one bedroom units contained in four 3-story buildings with adjoining paved parking and greenscape areas. Each of the two bedroom units is anticipated to be approximately 1,100 square feet (ft²) in size and each of the one bedroom units is anticipated to be approximately 850 ft² in size. The total project is estimated to be 139,200 ft² and therefore each of the buildings is approximately 39,800 ft² in size.

In accordance with City of Warren requirements, 276 resident asphalt paved parking spots plus an additional 9 visitor parking spots are provided in the currently proposed Site Plan. In addition, a surface

water detention/retention pond will be used as an amenity with landscaped areas installed to compliment the development.

The current condition of the Property is an impediment to its redevelopment. The Property is a blighted and functionally obsolete vacant building originally designed, built and operated as a public school and subsequently operated by a charter school prior to closing and falling into disrepair. The structure is an attractive nuisance and has suffered breaking and entering, vandalism and water intrusion. The Property has become dilapidated and needs to be demolished to support other uses. As the Property is visually impacted (blighted) and not useable in its current condition (functionally obsolete), this Brownfield Plan ("Plan") is based on a "blighted" and "functionally obsolete" determination being made by the City of Warren Assessor.

Based on the foregoing, the Property is eligible under P.A. 381, as amended, to obtain reimbursement for the reasonably necessary eligible activities necessary to safely redevelop the Property for its intended use as well as reimbursement for public infrastructure improvements.

The eligible activities described in this Brownfield Plan Amendment are related to the specific activities necessary to complete the proposed development. The Project is seeking reimbursement through tax Increment Financing (TIF) for specific Brownfield activities that pose a substantial impediment to the redevelopment of the Property and the development of the Project as well as specific public infrastructure improvements.

The Project will involve asbestos abatement, demolition and disposal of the former school structures as well as all existing improvements plus the installation of new utilities and infrastructure appropriate for the proposed development. Appropriate environmental measures will be implemented to prevent exposure from hazardous materials and to protect human health, safety, and the environment. As part of the proposed redevelopment project, the Property will be cleared of all existing buildings and equipment as part of pre-development site preparation activities.

The new apartment buildings and related improvements will be constructed after completion of all demolition and site preparation activities.

Full-time Jobs

According to Developer, the proposed project will create an estimated 15 to 17 new full-time permanent jobs directly resulting from the new development. The total estimated annual payroll for the 15 to 17 full-time jobs is \$530,400.00 or more annually once the Project is constructed and fully operational after 2022. Please see the Job Creation Tables in **Appendix B**.

Construction Related Jobs

In addition to the full-time jobs created by the project, according to Developer, the proposed Project will create an estimated fifty (50) full time equivalent temporary construction jobs with an estimated payroll of approximately \$6,9210,200.00 over the estimated 1.5 year construction period, all directly resulting from the construction planned on the Property. Please see the Job Creation Tables in **Appendix B**.

Brownfield Incentives

This Plan has been prepared to provide for Tax Increment Financing, from Local and State Tax Capture, for reimbursement of eligible activities necessary to redevelop the property. Developer reserves the right to apply for additional incentives including Michigan Department of Environment, Great Lakes and Energy (EGLE) grants & loans, Macomb County grants & loans, Michigan Economic Development Corporation / Michigan Strategic Fund (MEDC/MSF) Business Development Program, MEDC/MSF Community Revitalization Program (CRP) grants & loans, tax abatements and other programs/sources that may supplement or decrease the total TIR captured.

Document received by the MI Macomb 16th Circuit Court

The proposed redevelopment site is comprised of the former Hartsig Jr. High School located at 8525 Cole Drive in Warren, Macomb County, Michigan (the "Property") and consists of a rectangular shaped property located west of Lorraine Avenue, north of 12 Mile Road and east of Van Dyke. The existing structure appears to have been constructed in the 1960's as a public school and then purchased and operated by Our Lady of Redemption Melkite Catholic Church until recently being sold to Developer in March 2019. The sale date according to City of Warren Assessing records is March 28, 2019 and the Grantor was DIOCESE OF NEWTON FOR THE MELKITES (Catholic Church).

The Property will be split from the tax parcel that contains both the Our Lady of Redemption Church and the former Hartsig Junior High School Property. As the Property was originally under the ownership of the Warren Consolidated Schools and then sold to the church, the Property has not been on the property tax rolls for well over sixty (60) years. Note that the split application has been submitted to the City of Warren, but has not been processed yet. The newly split parcel is legally described as follows (legal information obtained from Developer for the split parcel and City of Warren Online Assessing Records for the parent parcel):

Address	Parcel Number	Legal Description (Pre-split)	Owner
8525 Cole Dr.	13-10-376-004	T1N,R12E SEC 10; COMM AT S 1/4 COR SEC 10; TH N00°25'49"E 692.52 FT; TH S89°48'16"W 43.00 FT TO POB; TH S89°48'16"W 574.91 FT; TH N00°26'23"E 60.00 FT; TH S89°48'16"W 380.19 FT; TH N00°18'20"W 569.09 FT; TH N89°47'38"E 962.41 FT; TH S00°25'49"W 629.30 FT TO POB 13.319 AC	COLE STREET INVESTMENTS LLC 6960 ORCHARD LAKE RD, STE 120 WEST BLOOMFIELD, MI 48322
		Site Plan Legal Description (Post-split) <u>LEGAL DESCRIPTION PARCELS:</u> PART OF THE SW 1/4 OF SECTION 10 TOWN OF NORTH RANGE TOWNSHIP OF WADSWORTH COUNTY OF S.W. MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE S. 1/4 CORNER OF SAID SECTION 10; THENCE ALONG S00°02'E 692.52 ALONG THE S. 1/4 LINE OF SAID SECTION 10 TO THE E. S.W. 1/4 CORNER OF SAID SECTION 10; THENCE ALONG S00°02'E 43.00 FT TO THE POINT OF BEGINNING; THENCE ALONG S89°48'16"W 574.91 FT TO THE N. S.W. 1/4 CORNER OF SAID SECTION 10; THENCE ALONG S89°48'16"W 380.19 FT TO THE POINT OF BEGINNING; THENCE ALONG N00°18'20"W 569.09 FT TO THE POINT OF BEGINNING; CONTAINING 374.6632 ACRES MORE OR LESS. SUBJECT TO THE RIGHT OF A PUBLIC OR ANY GOVERNMENT OR ANY AND ALL EASEMENTS OR EASEMENTS HEREON RECORDED OR TO BE RECORDED.	

The above description pertains to the Property that will be subdivided from the parent parcel. The post-split legal description describes the Property being developed with the Project. A land survey as well as site plans and engineering drawings have been completed depicting the boundaries of the Property as well as the layout of the proposed Project.

The existing school buildings and asphalt paved parking areas have covered a majority of the entire Property for decades. Developer is currently undertaking the redevelopment subject to: (1) the approval of this Plan; and (2) approval the site plan and engineering by the City of Warren. Please see **Attachment A** for additional legal description information and a Preliminary Site Plan.

The proposed Project consists of 138 apartment units, comprised of a mix of two bedroom and one bedroom units contained in four 3-story buildings with adjoining paved parking and greenscape areas. Each of the two bedroom units is anticipated to be approximately 1,100 square feet (ft²) in size and each of the one bedroom units is anticipated to be approximately 850 ft² in size. The total project is estimated to be 139,200 ft² and therefore each of the buildings is approximately 39,800 ft² in size.

In accordance with City of Warren requirements, 276 resident designated asphalt paved parking spots plus an additional 9 visitor parking spots are provided in the currently proposed Site Plan. In addition, a surface water detention/retention pond will be used as an amenity with greenscaped areas installed to compliment the development.

All proceeds from the Brownfield Plan TIR capture shall accrue to the benefit of and be paid to Developer. For all purposes under P.A. 381 and other related statutes, Developer shall be designated as the "Qualified Taxpayer" to receive all TIR reimbursements.

The purpose of this Plan, to be implemented by the City of Warren Brownfield Redevelopment Authority ("Authority"), is to satisfy the requirements for a Brownfield Plan as specified in the Brownfield Redevelopment Financing Act, P.A. 381 of 1996, as amended, to authorize tax increment financing ("TIF") of eligible activities and the collection of tax increment revenue ("TIR"), and to authorize the application for Michigan Community Revitalization Program ("CRP") incentive and other available incentives for eligible properties, if available, at the option of Developer.

II. GENERAL DEFINITIONS AS USED IN THIS PLAN

All terms used in this Brownfield Plan are defined as provided in the following statutes, as appropriate:

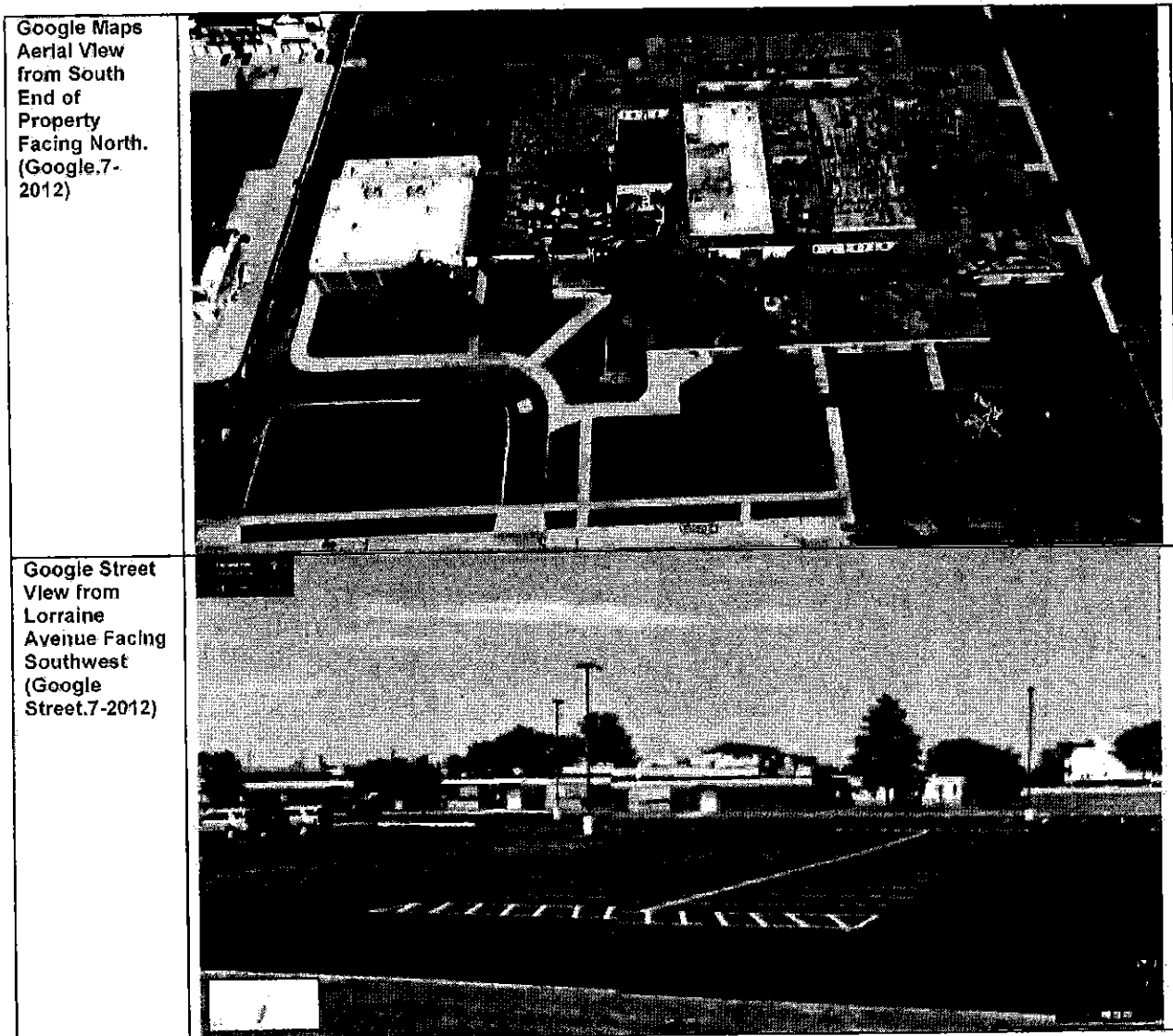
- ◆ *The Brownfield Redevelopment Financing Act*, 1996 Mich. Pub. Acts 381, M.C.L. § 125.2651 *et seq.*, as amended.
- ◆ *The Natural Resources and Environmental Protection Act*, 1994 Mich. Pub. Acts 451, M.C.L. § 324.20101 *et seq.*, as amended.

III. DESCRIPTION OF PROJECT

The proposed Project consists of 138 apartment units, comprised of a mix of two bedroom and one bedroom units contained in four 3-story buildings with adjoining paved parking and greenscape areas. Each of the two bedroom units is anticipated to be approximately 1,100 square feet (ft²) in size and each of the one bedroom units is anticipated to be approximately 850 ft² in size. The total project is estimated to be 139,200 ft² and therefore each of the buildings is approximately 39,800 ft² in size.

In accordance with City of Warren requirements, 276 resident designated asphalt paved parking spots plus an additional 9 visitor parking spots are provided in the currently proposed Site Plan. In addition, a surface water detention/retention pond will be used as an amenity with greenscaped areas installed to compliment the development. Note that based on discussions with the City of Warren, the Developer reduced the number of units and parking spaces in order to create more landscaped areas and open space.

The prior use of the Property is evidenced in the depictions below (all information obtained from Google Maps and Google Street View):



The current condition of the Property is an impediment to its redevelopment. The Property is a blighted and functionally obsolete vacant building originally designed, built and operated as a

public school and subsequently operated by a charter school prior to closing and falling into disrepair. The structure is an attractive nuisance and has suffered multiple episodes of breaking and entering, vandalism and significant water intrusion. The structure has become dilapidated and needs to be demolished to support other uses of the Property. As the Property is visually impacted (blighted) and not useable in its current condition (functionally obsolete), this Brownfield Plan ("Plan") is based on a "blighted" and "functionally obsolete" determination being made by the City of Warren Assessor.

¹The Property qualifies as "blighted," and therefore Developer is seeking a formal determination of "blight" from the City of Warren. Under MCL 125.2652(2)(c) "Blighted" means property that meets any of the following criteria as determined by the governing body:

- (i) Has been declared a public nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance.
- (ii) Is an attractive nuisance to children because of physical condition, use, or occupancy.
- (iii) Is a fire hazard or is otherwise dangerous to the safety of persons or property.
- (iv) Has had the utilities, plumbing, heating, or sewerage permanently disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use.
- (v) Is tax reverted property owned by a qualified local governmental unit, by a county, or by this state. The sale, lease, or transfer of tax reverted property by a qualified local governmental unit, county, or this state after the property's inclusion in a brownfield plan shall not result in the loss to the property of the status as blighted property for purposes of this act.
- (vi) Is property owned or under the control of a land bank fast track authority, whether or not located within a qualified local governmental unit. Property included within a brownfield plan prior to the date it meets the requirements of this subdivision to be eligible property shall be considered to become eligible property as of the date the property is determined to have been or becomes qualified as, or is combined with, other eligible property. The sale, lease, or transfer of the property by a land bank fast track authority after the property's inclusion in a brownfield plan shall not result in the loss to the property of the status as blighted property for purposes of this act.
- (vii) Has substantial subsurface demolition debris buried on site so that the property is unfit for its intended use.

²The Property qualifies as "functionally obsolete," and therefore Developer is seeking a formal determination of "functional obsolescence" from the City of Warren. Under MCL 125.2652(2)(u) "Functionally obsolete" means that the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.

Based on the foregoing, the Property is eligible under P.A. 381, as amended, to obtain reimbursement for the reasonably necessary eligible activities necessary to safely redevelop the Property for its intended use as well as reimbursement for public infrastructure improvements.

The Project will involve due diligence activities, hazardous materials abatement/remediation activities, demolition and disposal of the existing structures and all existing improvements as well as site preparation related to the remediation and demolition activities. The new buildings will be constructed after completion of all demolition and site preparation activities. Access to the buildings and parking areas will continue to be from Cole Drive.

A. Community Impact / Public Benefit

The public benefit of incentivizing the Project is multi-dimensional.

First, the structure on the Property is blighted and functionally obsolete. There is no indication that this structure would offer any conceivable benefit to the community and in its current state constitute a blight impairing neighboring Properties and is an attractive nuisance to vandals and

trespassers. Redevelopment is necessary to re-integrate the Property into the neighborhood and for the Property to realize its highest and best use.

Secondly, the proposed redevelopment involves significant infrastructure investment, most notably in the form of a roadway and walkway connections linking Cole Drive and Lund Avenue. Cole Drive will be removed and replaced east of Lund Avenue with landscaping being placed in the areas formerly containing pavement. This will divert traffic around the currently incomplete and barricaded Cole Drive and allow the City of Warren to remove the temporary road barricades currently in place (on Cole Drive) and connect the Property to a major thoroughfare, 12 Mile Road. Residents will then have direct access to Town Center as well as 12 Mile Road, both with access to Van Dyke (M-53).

Third, the Property has never been on the City's property tax rolls as it was initially developed and used by Warren Consolidated schools as a Junior High School and then acquired and used by Our Lady of Redemption Melkite Catholic Church. The proposed development will add the Property to the tax rolls and create new ad valorem tax revenue for the City, County and State of Michigan.

Lastly, the proposed redevelopment supports the City of Warren's efforts to realize its vision for promoting a walkable community in the 12 Mile Road and Van Dyke (M-53) area. The combination of redevelopment and infrastructure investment will significantly increase commerce in the area by promoting foot traffic and better access to Tech Plaza (commercial retail center) as well as the urban center of Warren surrounding the City Hall plaza.

Conditional Additional Public Infrastructure Benefit

The City of Warren is attempting to obtain a right-of-way or easement from the adjacent Our Lady of Redemption Melkite Catholic Church that would allow the extension of Cole Drive to Lorraine Avenue. If the City of Warren is successful in obtaining the right-of-way or easement, Developer has committed to construct the infrastructure improvements (road extension and related improvements) as part of the Project. The estimated cost of this eligible activity is included in the MEDC/MSF Eligible Activities Table. However, if the City is unsuccessful in obtaining the right-of-way or easement, then the Cole Drive extension and related infrastructure improvements will not be undertaken by Developer and therefore the costs will not be incurred.

In addition, it is anticipated that the proposed new development will be constructed at a total estimated cost of more than \$26,302,233.00 plus Personal Property as projected by Developer. This is an increase of approximately \$26,302,233.00 plus Personal Property over and above the existing True Cash Value of \$700,000.00 with an Assessed Value of \$350,000.00 (as provided by Legal Counsel based on the Stipulation for Entry of Consent Judgment dated March 18, 2021).

The project will transform the district surrounding the Property, increase the tax base, create new jobs and improve the character of the area as well support the walkability of the area with close access to the City Hall and surrounding plaza and public amenities.

IV. THE PROPERTY ADDRESSED IN THIS PLAN IS ELIGIBLE PROPERTY

The Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, is:

"AN ACT to authorize municipalities to create a brownfield redevelopment authority to facilitate the implementation of brownfield plans; to create brownfield redevelopment zones; to promote the revitalization, redevelopment, and reuse of certain property, including, but not limited to, tax reverted, blighted, or functionally obsolete property; to prescribe the powers and duties of brownfield redevelopment authorities; to permit the issuance of bonds and other evidences of indebtedness by an authority; to authorize the acquisition and disposal of certain property; to authorize certain funds; to prescribe certain powers and duties of certain state officers and agencies; and to authorize and permit the use of certain tax increment financing."

The Brownfield Redevelopment Financing Act defines "eligible property" to include "...property... that was used or is currently used for commercial, industrial, public, or residential purposes that is... in a qualified local governmental unit, that is owned or under the control of a land bank fast track authority, or that is located in an economic opportunity zone, and is a facility, historic resource, functionally obsolete, or blighted...and contiguous parcels..." M.C.L. §125.2652(p). Eligible property includes "...personal property located on the property..." *Id.* More specifically:

Under MCL 125.2652(2)(p) "Eligible property" means, except as otherwise provided in this subdivision, property for which eligible activities are identified under a brownfield plan that was used or is currently used for commercial, industrial, public, or residential purposes, including personal property located on the property, to the extent included in the brownfield plan, and that is 1 or more of the following:

- (i) Is in a qualified local governmental unit and is a facility or a site or property as those terms are defined in part 213, historic resource, functionally obsolete, or blighted and includes parcels that are adjacent or contiguous to that property if the development of the adjacent and contiguous parcels is estimated to increase the captured taxable value of that property.
- (ii) Is not in a qualified local governmental unit and is a facility, historic resource, functionally obsolete, blighted, or a site or property as those terms are defined in part 213, and includes parcels that are adjacent or contiguous to that property if the development of the adjacent and contiguous parcels is estimated to increase the captured taxable value of that property.
- (iii) Is tax reverted property owned by or under the control of a land bank fast track authority.
- (iv) Is a transit-oriented development or transit-oriented property.
- (v) Is located in a qualified local governmental unit and contains a targeted redevelopment area.
- (vi) Is undeveloped property that was eligible property in a previously approved brownfield plan abolished under section 14(8).
- (vii) Eligible property does not include qualified agricultural property exempt under section 7ee of the general property tax act, 1893 PA 206, MCL 211.7ee, from the tax levied by a

local school district for school operating purposes to the extent provided under section 1211 of the revised school code, 1976 PA 451, MCL 380.1211.

M.C.L. § 125.2652(c) "Blighted" means property that meets any of the following criteria as determined by the governing body:

- (i) Has been declared a public nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance.
- (ii) Is an attractive nuisance to children because of physical condition, use, or occupancy.
- (iii) Is a fire hazard or is otherwise dangerous to the safety of persons or property.
- (iv) Has had the utilities, plumbing, heating, or sewerage permanently disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use.
- (v) Is tax reverted property owned by a qualified local governmental unit, by a county, or by this state. The sale, lease, or transfer of tax reverted property by a qualified local governmental unit, county, or this state after the property's inclusion in a brownfield plan shall not result in the loss to the property of the status as blighted property for purposes of this act.
- (vi) Is property owned or under the control of a land bank fast track authority under the land bank fast track act, whether or not located within a qualified local governmental unit. Property included within a brownfield plan prior to the date it meets the requirements of this subdivision to be eligible property shall be considered to become eligible property as of the date the property is determined to have been or becomes qualified as, or is combined with, other eligible property. The sale, lease, or transfer of the property by a land bank fast track authority after the property's inclusion in a brownfield plan shall not result in the loss to the property of the status as blighted property for purposes of this act.
- (vii) Has substantial subsurface demolition debris buried on site so that the property is unfit for its intended use.

M.C.L. § 125.2652(o) "Eligible activities" or "eligible activity" means 1 or more of the following:

- (i) For all eligible properties, eligible activities include all of the following:
 - (A) Department specific activities. *See M.C.L. § 125.2652(l), below.*
 - (B) Relocation of public buildings or operations for economic development purposes.
 - (C) Reasonable costs of environmental insurance.
 - (D) Reasonable costs incurred to develop and prepare brownfield plans, combined brownfield plans, or work plans for the eligible property, including legal and consulting fees that are not in the ordinary course of acquiring and developing real estate.
 - (E) Reasonable costs of brownfield plan and work plan implementation, including, but not limited to, tracking and reporting of data and plan compliance and the reasonable costs incurred to estimate and determine actual costs incurred, whether those costs are incurred by a municipality, authority, or private developer.
 - (F) Demolition of structures that is not a response activity, including removal of manufactured debris comprised of discarded, unused, or unusable manufactured by-products left on the site by a previous owner. The removal of the manufactured by-products left on the site described in this sub-subparagraph is not eligible for interest reimbursement under sub-subparagraph (H).
 - (G) Lead, asbestos, or mold abatement.

- (H) Except as otherwise provided in sub-subparagraph (F), the repayment of principal of and interest on any obligation issued by an authority to pay the costs of eligible activities attributable to an eligible property.
- (ii) For eligible properties located in a qualified local unit of government, or an economic opportunity zone, or that is a former mill, eligible activities include:
 - (A) The activities described in subparagraph (i).
 - (B) Infrastructure improvements that directly benefit eligible property.
 - (C) Site preparation that is not a response activity.
- (iii) For eligible properties that are owned by or under the control of a land bank fast track authority, or a qualified local unit of government or authority, eligible activities include:
 - (A) The eligible activities described in subparagraphs (i) and (ii).
 - (B) Assistance to a land bank fast track authority in clearing or quieting title to, or selling or otherwise conveying, property owned by or under the control of a land bank fast track authority or the acquisition of property by the land bank fast track authority if the acquisition of the property is for economic development purposes.
 - (C) Assistance to a qualified local governmental unit or authority in clearing or quieting title to, or selling or otherwise conveying, property owned by or under the control of a qualified local governmental unit or authority or the acquisition of property by a qualified local governmental unit or authority if the acquisition of the property is for economic development purposes.
- (iv) For eligible activities on eligible property that is included in a transformational brownfield plan, any demolition, construction, restoration, alteration, renovation, or improvement of buildings or site improvements on eligible property, including infrastructure improvements that directly benefit eligible property

M.C.L. § 125.2652(l) "Department specific activities" means baseline environmental assessments, due care activities, response activities, and other environmentally related actions that are eligible activities and are identified as a part of a brownfield plan that are in addition to the minimum due care activities required by part 201, including, but not limited to:

- (i) Response activities that are more protective of the public health, safety, and welfare and the environment than required by section 20107a, 20114, or 21304c of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20107a, 324.20114, and 324.21304c.
- (ii) Removal and closure of underground storage tanks pursuant to part 211 or 213.
- (iii) Disposal of solid waste, as defined in part 115 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.11501 to 324.11554, from the eligible property, provided it was not generated or accumulated by the authority or the developer.
- (iv) Dust control related to construction activities.
- (v) Removal and disposal of lake or river sediments exceeding part 201 criteria from, at, or related to an economic development project where the upland property is either a facility or would become a facility as a result of the deposition of dredged spoils.
- (vi) Industrial cleaning.
- (vii) Sheet piling and shoring necessary for the removal of materials exceeding part 201 criteria at projects requiring a permit pursuant to part 301, 303, or 325 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.30101 to 324.30113, MCL 324.30301 to 324.30328, or MCL 324.32501 to 324.32515a.

(viii) Lead, mold, or asbestos abatement when lead, mold, or asbestos pose an imminent and significant threat to human health.

M.C.L. § 125.2652(r) "Facility" means that term as defined in section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.

Under M.C.L. § 324.20101(s) "Facility" means any area, place, parcel or parcels of property, or portion of a parcel of property where a hazardous substance in excess of the concentrations that satisfy the cleanup criteria for unrestricted residential use has been released, deposited, disposed of, or otherwise comes to be located. Facility does not include any area, place, parcel or parcels of property, or portion of a parcel of property where any of the following conditions are satisfied:

(i) Response activities have been completed under this part or the comprehensive environmental response, compensation, and liability act, 42 USC 9601 to 9675, that satisfy the cleanup criteria for unrestricted residential use.

(ii) Corrective action has been completed under the resource conservation and recovery act, 42 USC 6901 to 6992k, part 111, or part 213 that satisfies the cleanup criteria for unrestricted residential use.

(iii) Site-specific criteria that have been approved by the department for application at the area, place, parcel of property, or portion of a parcel of property are met or satisfied and hazardous substances at the area, place, or property that are not addressed by site-specific criteria satisfy the cleanup criteria for unrestricted residential use.

(iv) Hazardous substances in concentrations above unrestricted residential cleanup criteria are present due only to the placement, storage, or use of beneficial use by-products or inert materials at the area, place, or property in compliance with part 115.

(v) The property has been lawfully split, subdivided, or divided from a facility and does not contain hazardous substances in excess of concentrations that satisfy the cleanup criteria for unrestricted residential use.

(vi) Natural attenuation or other natural processes have reduced concentrations of hazardous substances to levels at or below the cleanup criteria for unrestricted residential use.

The Activities Identified In the Plan Are Eligible Activities. The eligible activities are identified in Section V(B) of this Plan.

The Property Was Used for Institutional and Commercial Purposes. The Property is comprised of a former Warren Consolidated Schools Jr. High School on a rectangular shaped property on Cole Drive located west of Lorraine Avenue, north of 12 Mile Road and east of Van Dyke. The Property was subsequently occupied by Ben Ross Public School Academy, which was closed in 2013. The current condition of the Property qualifies it as "blighted" and "functionally obsolete."

The Property qualifies as "blighted" and "functionally obsolete" and the City Assessor is in the process of preparing the formal determination.

Based upon the foregoing, the eligible property identified by this Plan is therefore eligible under P.A. 381, as amended, for reimbursement of the planned activities.

V. BROWNFIELD PLAN REQUIREMENTS OF M.C.L. § 125.2663(1)

M.C.L. § 125.2663(1) requires several items to be included in a Brownfield Plan. These items are addressed below.

A. Description of Costs to Be Paid for With Tax Increment Revenues

A description of the costs of the plan intended to be paid for with the tax increment revenues..." M.C.L. § 125.2663(2)(a).

Cost Summary. The following summary lists potential costs based on initial preliminary due diligence and site investigation results. This Plan seeks approval of the following general activities categories, which include: (a) Phase I ESA, Phase II ESA, BEA and Due Care Plan; (b) remediation and UST removal activities; (c) Hazardous Materials Survey (ACM, LBP, PCBs, etc.) activities; (d) Brownfield Plan and Act 381 Work Plan Preparation; (e) Health and Safety Plan Preparation; (f) Asbestos abatement and Hazardous materials removal/abatement activities; (g) Demolition and disposal of the existing structures; (h) Site security; (i) Demolition related utility removal, site preparation, utility removal, relocation and installation, and rough and finish grading activities; and (j) Public infrastructure. All reimbursements are proposed to be obtained from tax increment revenues derived from Local and School Taxes.

Tax increment revenues will be used to reimburse the Developer for the eligible activities described in (a) through (j), above, all eligible activities permitted under the Brownfield Redevelopment Financing Act. Please see the detailed Tables 1 and 2 attached as Appendix which are incorporated herein as if set forth in full. The activities would generally be implemented in a phased approach, in the following general order:

- a. As much as \$45,500.00 may be spent conducting Baseline Environmental Assessment (BEA) activities conducting due diligence for the project (Phase I ESA, Phase II ESA, BEA and other environmental due diligence activities).
- b. As much as \$3,500.00 may be spent preparing a Pre-development Section 7a Due Care Plan for the project;
- c. As much as \$3,500.00 may be spent preparing a Post-development Section 7a Due Care Plan for the project;
- d. As much as \$30,000.00 may be spent for Pump & Treat of Contaminated Groundwater During Construction for the project;
- e. As much as \$144,000.00 may be spent for Soil Excavation, Loading, Transportation and Disposal for hazardous and non-hazardous foundation spoils;
- f. As much as \$25,000.00 may be spent for Soil Verification Sampling for the project;
- g. As much as \$3,500.00 may be spent for Health & Safety Plan for the project;

- h. As much as \$15,000.00 may be spent for Project Management for the project;
- i. As much as \$3,000.00 may be spent for Soil Erosion Measures for the project;
- j. As much as \$30,000.00 may be spent for Incremental Costs for Greenspace Encapsulation for the project;
- k. As much as \$50,000.00 may be spent for Incremental Costs for Encapsulation (Building and Parking) for the project;
- l. As much as \$30,000.00 may be spent for Vapor Intrusion Assessment for the project;
- m. As much as \$250,000.00 may be spent for Soil Vapor Assessment, Pilot Test and Sub-slab Depressurization System / Vapor Mitigation for the project;
- n. As much as \$15,500.00 may be spent for Due Care related Work Plans, Engineering, Specifications and Reports for the project;
- o. As much as \$35,000.00 may be spent for Hoist, Trench, and former UST Removal Related Activities for the project;
- p. As much as \$24,000.00 may be spent for the registration, removal and closure of UST related activities;
- q. As much as \$12,000.00 may be spent for the UST Removal Observation, Sampling and Report;
- r. As much as \$4,500.00 may be spent for Additional Response related Work Plans, Engineering, Specifications and Reports for the project;
- s. As much as \$30,000.00 may be spent to perform a Pre-demolition Hazardous Materials Assessment of the property.
- t. As much as \$10,000.00 may be spent for Bid Specs and Bid Evaluation (for HazMat Abatement) of the property.
- u. As much as \$125,000.00 may be spent for Lead, Asbestos and Mold Abatement Consulting, Management, Design and Planning, Air Monitoring on the property.
- v. As much as \$15,000.00 may be spent for Site Security (during HazMat Abatement) on the property.
- w. As much as \$195,000.00 may be spent on Pre-demolition Asbestos, Lead and Hazardous Materials Abatement for the project;

- x. As much as \$15,000.00 may be spent to prepare Demolition Bid Specifications and obtain and evaluate Demolition Bids for the project.
- y. As much as \$35,000.00 may be spent on Demolition related Site Security that may include fencing, security guards or other necessary measures to help prevent site access during demolition activities;
- z. As much as \$15,000.00 may be spent on Demolition and Abatement related Project Management activities during demolition and remediation activities;
- aa. As much as \$498,000.00 may be spent for the Building Demolition (including demolition and disposal of the building, utility disconnect and removal, etc.) related activities;
- bb. As much as \$45,000.00 may be spent on Demolition of Infrastructure related activities
- cc. As much as \$50,000.00 may be spent for Cole Drive Road and Right-of-way Improvement (Pavement, landscape, sidewalk, etc.) activities;
- dd. As much as \$186,040.00 may be spent on Utility Relocation, Connection and Installation activities;
- ee. As much as \$220,000.00 may be spent on Utility Connection and Installation – Storm Water Retention/Detention activities;
- ff. As much as \$150,000.00 may be spent on Public Infrastructure – DTE/Consumers/City of Warren, etc. activities;
- gg. As much as \$788,800.00 may be spent on Conditional Additional Public Infrastructure – Cole Drive Extension activities;
- hh. As much as \$64,700.00 may be spent for Geotechnical Testing & Evaluation for the project;
- ii. As much as \$469,000.00 may be spent for the Removal and Disposal of Geotechnically Non-viable Soils related activities;
- jj. As much as \$57,600.00 may be spent for Soil Backfill and Compaction;
- kk. As much as \$18,000.00 may be spent for Site Preparation related Work Plans, Engineering, Specifications and Report related activities;
- ll. As much as \$186,040.00 may be spent on Site Preparation – Rough Grading related activities;
- mm. As much as \$35,000.00 may be spent on Site Preparation – Debris Removal related activities;

nn. As much as \$156,000.00 may be spent on Site Preparation – Finish Grading related activities;

oo. As much as \$50,000.00 may be spent on Site Preparation – Specialized Foundations related activities;

pp. As much as \$30,000.00 may be spent preparing the Brownfield Plan and Act 381 Work Plan for the project and, as requested by EGLE and MEDC/MSF agencies, \$15,000.00 will be allocated to the EGLE eligible activities and \$15,000.00 will be allocated to the MSF eligible activities;

qq. A contingency of \$620,721.00 (\$108,600.00 for EGLE and \$512,121.00 for MSF eligible activities) approximating 15% of estimated project costs is established to address unanticipated conditions that may be discovered during the implementation of site activities as required under P.A. 381 of 1996, as amended.

rr. Reasonable and actual administrative and operating expenses of the Authority are permitted to be reimbursed pursuant to Section 13(16) of the Brownfield Redevelopment Financing Act or otherwise. For purposes of this Plan, the WBRA has elected to collect an administrative fee of ten percent (10%) of the TIR.

ss. Certain expenses incurred before approval of the Plan may be reimbursed, at the discretion of the Authority, including Phase I & II ESA, BEA and other due diligence and Due Care Plan related activities. Based on meetings and conversations with Mr. Tom Bommarito, Director of Department of Community, Economic & Downtown Development, for the City of Warren, pre-plan approval expenses have been and may continue to be incurred. The City of Warren Brownfield Redevelopment Authority (WBRA) has agreed that all eligible activities incurred prior to Plan approval shall be included in the Plan and for those eligible activities to be reimbursed by the Authority.

All of the above activities are intended to be "eligible activities" under the Brownfield Redevelopment Financing Act.

The estimated costs outlined in a-pp, above, may increase or decrease depending on the nature and extent of any unknown or unanticipated conditions on the Property. As long as the total costs, including being adjusted by the 15% factor, have not exceeded the estimated maximum eligible activities estimate of \$4,788,861.00, the line item costs of the Eligible Activities outlined above may be adjusted between the Eligible Activities after the date this Plan is approved without the need for any additional approval from City of Warren City Council or the City of Warren Brownfield Redevelopment Authority, to the extent those adjustments do not violate the terms of any EGLE approved work plan, if any. If necessary, this Plan may also be amended to add or delete eligible activities and the estimated cost of each.

The actual cost of eligible activities in this Plan that will qualify for payment or reimbursement from tax increment revenues of the City of Warren Brownfield Redevelopment Authority from the Property shall be governed by the terms of a Reimbursement Agreement between the Developer and the City of Warren Brownfield Redevelopment Authority (the "Reimbursement Agreement"). No costs of eligible activities will be qualified for reimbursement except to the extent permitted in

accordance with the terms and conditions of the Reimbursement Agreement, which shall incorporate the information contained herein and the intent of this Plan. The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities subject to payment, provided that the total cost of eligible activities subject to payment or reimbursement under the Reimbursement Agreement shall not exceed the estimated costs set forth above by more than 15% without requiring an amendment to this Plan. The amount to be reimbursed to the Developer under this Brownfield Plan shall not exceed the total estimated eligible activities to be incurred by the Developer of \$4,788,861.00. The developer estimates that it will incur up to \$847,600.00 for EGLE eligible activities and \$3,941,261.00 for MSF eligible activities totaling \$4,788,861.00, including the 15% contingency required under the statute.

Capture of School Taxes. This Plan provides for the capture of school taxes levied for school operating and other purposes from the eligible Property. However, if School Tax capture is not approved by the EGLE or MEDC/MSF, then all eligible activities expenses and costs shall be paid from the Local Taxes only and the estimated repayment period shall be automatically extended as necessary without any additional vote of the BRA or City Council to accommodate repayment of Developer in full or the statutory maximum of Plan duration.

B. Brief Summary of the Eligible Activities

A brief summary of the eligible activities that are proposed for each eligible property..." M.C.L. § 125.2663(2)(b).

The eligible activities will generally include but are not limited to: (a) Phase I ESA, Phase II ESA, BEA and Due Care Plan; (b) remediation and UST removal and related grading activities; (c) Hazardous Materials Survey (ACM, LBP, PCBs, etc.) activities; (d) Brownfield Plan and Act 381 Work Plan Preparation; (e) Health and Safety Plan Preparation; (f) Asbestos abatement and Hazardous materials removal activities; (g) Demolition and disposal of the existing structures and related site preparation activities; (h) Site security; (i) Demolition related utility removal, rough and finish grading and utility removal, relocation and installation activities; and (j) Public infrastructure activities. All reimbursements are proposed to be obtained from tax increment revenues derived from Local and School Taxes.

C. Estimate of Captured Taxable Value and Tax Increment Revenues

An estimate of the captured taxable value and tax increment revenues for each year of the plan from the eligible property. The plan may provide for the use of part or all of the captured taxable value, including deposits in the local site remediation revolving fund, but the portion intended to be used shall be clearly stated in the plan. The plan shall not provide either for an exclusion from captured taxable value of a portion of the captured taxable value or for an exclusion of the tax levy of 1 or more taxing jurisdictions unless the tax levy is excluded from tax increment revenues in section 2(ss), or unless the tax levy is excluded from capture under section 15. M.C.L. § 125.2663(2)(c).

See **Attachment C** for spreadsheets depicting estimated tax increment revenues for each year of the Plan. Please note that these summaries are based on the construction of the proposed. The final project specifications will depend on final site plan approvals and final density determinations of the City of Warren.

The Plan incorporates: (1) a 10% BRA Management Fee collection; (2) a base land value from the 2019 tax roll; (3) a 50% valuation addition minus a 40% valuation adjustment for the improvements being added for the 2021 tax roll; (4) a final additional valuation addition of the

remaining 50% minus a 40% valuation adjustment of improvements for the 2022 tax roll; and (5) a five year TIR capture for deposit into the Local Brownfield Revolving Fund (LBRF).

The proposed redevelopment will put the Property back on the tax rolls and assessed for ad valorem taxes for the first time since it was developed as a school. In addition, in order to help the City of Warren offset its expenses, the TIR Cash Flow Table is calculated with a eight/twenty (80/20) Local and School TIR sharing ratio with the eighty (80) percent Local TIR sharing ratio paid to Developer and the twenty (20) percent Local TIR sharing ratio paid to the City of Warren to allow current tax capture based on the new value invested.

In addition EGLE and MEDC/MSF Policy requires the same proportional sharing ratio be applied to School Tax Capture if any is applied to Local Tax Capture. Therefore, concurrent with the Local TIR sharing ratio, the same twenty (20) percent sharing ratio will be applied to the School Tax Capture. As the SET is split between the BRA for capture and the State RLF for the 1st 25 years, only the portion being captured by the BRA will be reduced by the 20% and calculated as a pass through to the schools. In addition, the School Operating capture will be reduced by 20% and calculated as a pass through to the schools.

Because the final site plans and engineering drawings are not yet approved by the City of Warren, this Plan will be interpreted to incorporate any changes to the final site plan, costs and expenses when they become more clearly defined without necessitating any other approval or amendment to this Plan.

The initial taxable value of the eligible property shall be based on the 2019 taxable value.

D. Method of Financing and Description of Advances by the Municipality

The method by which the costs of the plan will be financed, including a description of any advances made or anticipated to be made for the costs of the plan from the municipality. M.C.L. § 125.2663(2)(d).

It is proposed that the Developer will be advancing the costs of all eligible activities approved under this Plan. It is anticipated that the City of Warren Brownfield Authority ("WBRA" or "Authority") will authorize the Plan to capture incremental tax revenues ("TIR") from the project to reimburse the Developer for the costs estimated above. In addition, it is anticipated that the City of Warren Brownfield Authority may also elect, but is not required to, collect a percentage of the tax increment revenues for Administrative Costs related to administering the Plan for this Project.

The Authority will reimburse the Developer for the eligible costs solely from tax increment revenues from the eligible property pursuant to the terms of the Reimbursement Agreement. The Authority will reimburse for the actual costs only. Although allowed under M.C.L. § 125.2663(13)(17) Brownfield plan; provisions, interest will not be paid to developer under this Plan.

The Authority's obligation to reimburse the Developer is subject to receipt of tax increment revenues. If there are insufficient tax increment revenues generated on the eligible property to reimburse for the cost of all of the eligible activities during the life of the Plan, the Authority shall not be obligated to reimburse the Developer beyond the amount of tax increment revenues which have been received. To the extent that TIR is not sufficient to pay all amounts due developer in

any given year, the balance owing developer will be paid from TIR collected in subsequent years until the balance is paid in full with no time limit placed on the collection and payment of eligible activities, other than the statutory maximum. Should it be necessary, the Developer or Authority may apply to amend the Plan at a later date to include additional eligible activities or to extend the TIR collection period or to collect and deposit TIR into the Local Brownfield Revolving Fund ("LBRF") pursuant to Section 8 of the Brownfield Redevelopment Financing Act (M.C.L. § 125.2658). The approval of any such Plan amendment is at the reasonable discretion of the Authority.

E. Maximum Amount of Note or Bonded Indebtedness

The maximum amount of note or bonded indebtedness to be incurred, if any. M.C.L. § 125.2663(2)(c).

No bonded indebtedness will be incurred by the City of Warren or the City of Warren Brownfield Authority ("WBRA") in connection with this project.

F. Duration of Brownfield Plan

The proposed beginning date and duration of capture of tax increment revenues for each eligible property as determined under section 13b(16). M.C.L. § 125.2663(2)(f).

Note: The duration of the brownfield plan for eligible activities on eligible property which shall not exceed 35 years following the date of the resolution approving the plan amendment related to a particular eligible property. Each plan amendment shall also contain the duration of capture of tax increment revenues including the beginning date of the capture of tax increment revenues, which beginning date shall be identified in the brownfield plan and which beginning date shall not be later than 5 years following the date of the resolution approving the plan amendment related to a particular eligible property and which duration shall not exceed 30 years from the beginning date of the capture of tax increment revenues.

The duration of the Plan, as proposed, is subject to School Tax capture being approved by the EGLE and MEDC/MSF and is estimated to be twenty-one (21) years for reimbursement to Developer plus five (5) years of TIR capture for deposit into the LBRF for a total of twenty-five (25) years. However, to the extent that TIR is not sufficient to pay all amounts due developer within the estimated 21 year period, the balance owing developer will be paid from TIR collected in subsequent years until the balance is paid in full with no time limit placed on the collection and payment of eligible activities, other than the statutory maximum. *Please see the Tax Increment Revenue (TIR) Cash Flow Table depicting TIR collection and payment of Eligible Activities.*

G. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions in which the eligible property is located. M.C.L. § 125.2663(2)(g).

See **Attachment C** for an estimate of the impact on all relevant taxing jurisdictions.

H. Legal Description, Property Map and Personal Property

A legal description of the eligible property to which the plan applies, a map showing the location and dimensions of each eligible property, a statement of the characteristics that qualify the property as eligible property, and a statement of whether personal property is included as part of the eligible property. If the project is on property that is functionally obsolete, the taxpayer shall include, with the application, an affidavit signed by a level 3 or level 4 assessor, that states

that it is the assessor's expert opinion that the property is functionally obsolete and the underlying basis for that opinion. M.C.L. § 125.2663(2)(h).

A legal description of the eligible property is included in **Attachment A**. Site maps are shown in **Attachment B**.

The characteristics that qualify the property as eligible property are set forth in Section IV of this Plan.

The eligible property will include personal property to be located within the new facility.

I. Estimates of Residents and Displacement of Families

Estimates of the number of persons residing on each eligible property to which the plan applies and the number of families and individuals to be displaced. If occupied residences are designated for acquisition and clearance by the authority, the plan shall include a demographic survey of the persons to be displaced, a statistical description of the housing supply in the community, including the number of private and public units in existence or under construction, the condition of those in existence, the number of owner-occupied and renter-occupied units, the annual rate of turnover of the various types of housing and the range of rents and sale prices, an estimate of the total demand for housing in the community, and the estimated capacity of private and public housing available to displaced families and individuals. M.C.L. § 125.2663(2)(i).

There are no persons residing at the Property that would be redeveloped under the Plan and there will be no families or individuals displaced as result of development under the Plan. No occupied residences are involved in the development.

J. Plan for Relocation of Displaced Persons

A plan for establishing priority for the relocation of persons displaced by implementation of the plan. M.C.L. § 125.2663(2)(j).

No persons will be displaced as a result of implementation of the Plan.

K. Provisions for Relocation Costs

Provision for the costs of relocating persons displaced by implementation of the plan, and financial assistance and reimbursement of expenses, including litigation expenses and expenses incident to the transfer of title, in accordance with the standards and provisions of the federal uniform relocation assistance and real property acquisition policies act of 1970, Public Law 91-646, 84 Stat. 1894. M.C.L. § 125.2663(2)(k).

No persons will be displaced as result of this development, and therefore, no relocation costs will be incurred.

L. Strategy for Compliance with Michigan's Relocation Assistance Law

A strategy for compliance with 1972 PA 227, MCL 213.321 to 213.332. M.C.L. § 125.2663(2)(l).

No persons will be displaced as result of this development.

M. Description of Proposed Use of Local Brownfield Revolving Fund

A description of proposed use of the local Brownfield revolving fund. M.C.L. § 125.2658.

No Funds from the local Brownfield revolving fund will be used for the project.

As allowed pursuant to Section 8 of the Brownfield Redevelopment Financing Act (M.C.L. § 125.2658), the Authority has elected to capture TIR for a period of five (5) years for deposit into the Local Brownfield Revolving Fund ("LBRF").

N. Other Material that the Authority or Governing Body Considers Pertinent

Other material that the authority or governing body considers pertinent. M.C.L. § 125.2663(2)(m).

It is the intention of the Michigan Legislature to encourage redevelopment of Brownfields using the Michigan Community Revitalization Program ("CRP") incentive for eligible properties. The CRP can be approved as a Grant, a Loan or both to pay for eligible investment or part thereof made by a qualified taxpayer after approval of this Brownfield Redevelopment Plan by the City of Warren, submittal of a CRP Application and receipt of a pre-approval letter from the State of Michigan.

With the approval of this Brownfield Plan, it is the specific intention of the WBRA to authorize and support the application for a CRP grant or loan and other available incentives, including EGLE grants and loans, Macomb County grants and loans, tax abatements, and other possible sources of incentives related to the Eligible Investments made by Developer as part of this project.

All proceeds from the Brownfield Plan TIR capture shall accrue to the benefit of and be paid to Developer. Developer or its assignee shall be deemed to be the Qualified Taxpayer, as necessary, to allow Developer to receive the reimbursement under the Plan. At this time, other than the above, there are no other materials that the Authority or governing body considers pertinent.

Attachment A

Legal Description of the Eligible Property

8525 Cole Drive, Warren, Macomb County, MI 49093

LEGAL DESCRIPTION PARCEL 1:

PART OF THE SW¹/₄ OF SECTION 10, TOWN NORTH, RANGE 12 EAST, CITY OF
WARRICK, VAN DUSEN COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10, THENCE N89°20'07"E 602.42
ALONG THE WEST LINE OF SAID SECTION 10 TO POINT A; THENCE S89°20'07"E 131.38 TO THE
CORNER OF THE SAID PROPERTY; THENCE C90°12'00"E 20.52 TO POINT B; FROM
THE POINT OF BEGINNING TO POINT C, BEING THE NW¹/₄ OF SECTION 10, BEING
S89°20'07"E 602 FEET, THENCE S89°20'07"W 150.97 FEET, THENCE N00°15'00"W 606.99
FEET, THENCE N89°20'07"E 100 FEET, THENCE S 121°00'00"E 19.17 FEET TO THE POINT
OF BEGINNING.

CONTAINING 144,967.92 SQUARE FEET, OR 7.64 ACRES, MORE OR LESS.

SUBJECT TO THE LIMIT OF A PUBLICATION BY ANY GOVERNMENTAL UNIT AND OF ANY
LAW ENFORCEMENT AGENCIES OF THE UNITED STATES

SINCE OUR SURVEY DOES NOT INCLUDE A TITLE SEARCH THERE COULD BE EASEMENTS ON THE PROPERTY THAT ARE NOT SHOWN AT THIS MOMENT.

8525 COLE WOODBURN, MI 48091 (Property Address)

Parcel Number: 12-13-10-376-004 Account Number: 209913210

Property Owner: COLE STREET INVESTMENTS LLC



Item 1 of 1 1 Image / 0 Sketches

Summary Information

> Assessed Value: \$0 | Taxable Value: \$0
> 24 Building Department records found

> Property Tax information found
> Utility Billing information found

Owner and Taxpayer Information

Owner

COLE STREET INVESTMENTS
LLC
6960 ORCHARD LAKE RD, STE
120
WEST BLOOMFIELD, MI 48322

Taxpayer

SEE OWNER INFORMATION

Legal Description

T1N, R12E SEC 10; COMM AT S 1/4 COR SEC 10; TH N00°25'49"E 692.52 FT; TH S89°48'16"W 43.00 FT TO POB; TH S89°48'16"W 574.91 FT; TH N00°26'23"E 60.00 FT; TH S89°48'16"W 380.19 FT; TH N00°16'20"W 569.09 FT; TH N89°47'38"E 962.41 FT; TH S00°25'49"W 629.30 FT TO POB 13.319 AC

Recalculate amounts using a different Payment Date

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

1/16/2020



Recalculate

Tax History

Note: On March 3 at 12:00 AM, Summer and Winter local taxes become ineligible for payment at the local unit.

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2019	Winter	\$0.00	\$0.00		\$0.00

General Information for 2019 Winter Taxes

School District	50230	PRE/MBT	0.0000%
Taxable Value	\$0	S.E.V.	\$0
Property Class	709 - Exempt Educational Non-Pr	Assessed Value	\$0

Tax Bill Number	Last Receipt Number
Last Payment Date	Number of Payments
Due Date	0

Base Tax	\$0.00	Base Paid	\$0.00
Admin Fees	\$0.00	Admin Fees Paid	\$0.00
Interest Fees	\$0.00	Interest Fees Paid	\$0.00
Total Tax & Fees	\$0.00	Total Paid	\$0.00

Renaissance Zone

Mortgage Code

Tax Bill Breakdown for 2019 Winter

Taxing Authority	Millage Rate	Amount	Amount Paid
Admin Fees		\$0.00	\$0.00
Interest Fees		\$0.00	\$0.00
	0.000000	\$0.00	\$0.00

[Click here for your Winter 2019 Tax Bill](#)

[Click here for a printer friendly version of Winter 2019 Tax Information](#)

2019	Summer	\$0.00	\$0.00	\$0.00
------	--------	--------	--------	--------

General Information for 2019 Summer Taxes

School District	50230	PRE/MBT	0.0000%
Taxable Value	\$0	S.E.V.	\$0
Property Class	709 - Exempt Educational Non-Pr	Assessed Value	\$0

Tax Bill Number		Last Receipt Number	
Last Payment Date		Number of Payments	0
Due Date	09/03/2019		

Base Tax	\$0.00	Base Paid	\$0.00
Admin Fees	\$0.00	Admin Fees Paid	\$0.00
Interest Fees	\$0.00	Interest Fees Paid	\$0.00
Total Tax & Fees	\$0.00	Total Paid	\$0.00

Renaissance Zone	Mortgage Code
------------------	---------------

Tax Bill Breakdown for 2019 Summer

Taxing Authority	Millage Rate	Amount	Amount Paid
WAR CON OPERATIN	17.946300	\$0.00	\$0.00
Admin Fees		\$0.00	\$0.00
Interest Fees		\$0.00	\$0.00
	17.946300	\$0.00	\$0.00

[Click here for your Summer 2019 Tax Bill](#)

[Click here for a printer friendly version of Summer 2019 Tax Information](#)

2018	Winter	\$0.00	\$0.00	\$0.00
2018	Summer	\$0.00	\$0.00	\$0.00
2017	Winter	\$0.00	\$0.00	\$0.00
2017	Summer	\$0.00	\$0.00	\$0.00
2016	Winter	\$0.00	\$0.00	\$0.00
2016	Summer	\$4,601.61	\$0.00	\$4,601.61 ** Read Note(s) Above
2015	Winter	\$0.00	\$0.00	\$0.00
2015	Summer	\$0.00	\$0.00	\$0.00
2014	Winter	\$0.00	\$0.00	\$0.00
2014	Summer	\$0.00	\$0.00	\$0.00

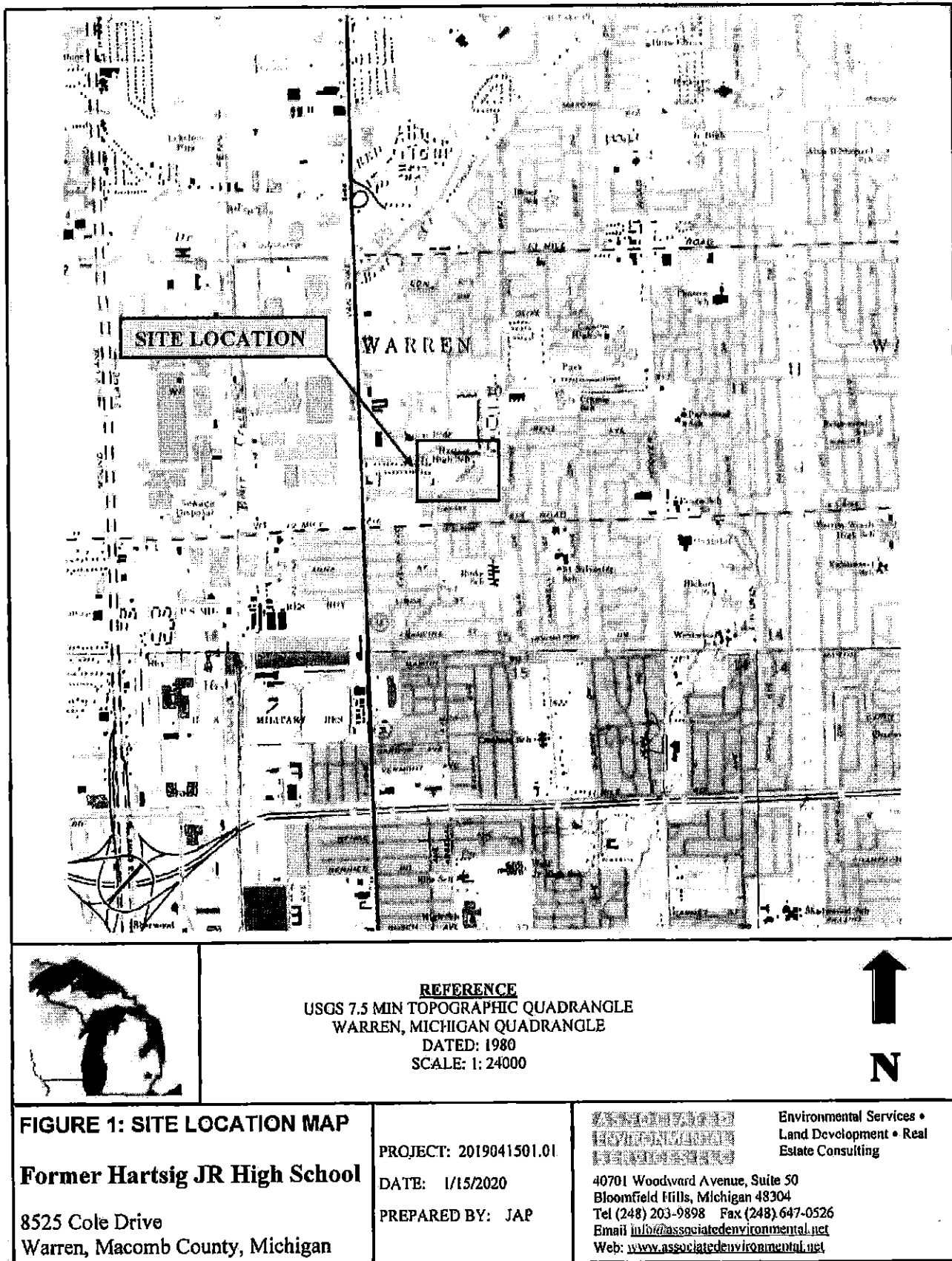
[Load More Years](#)

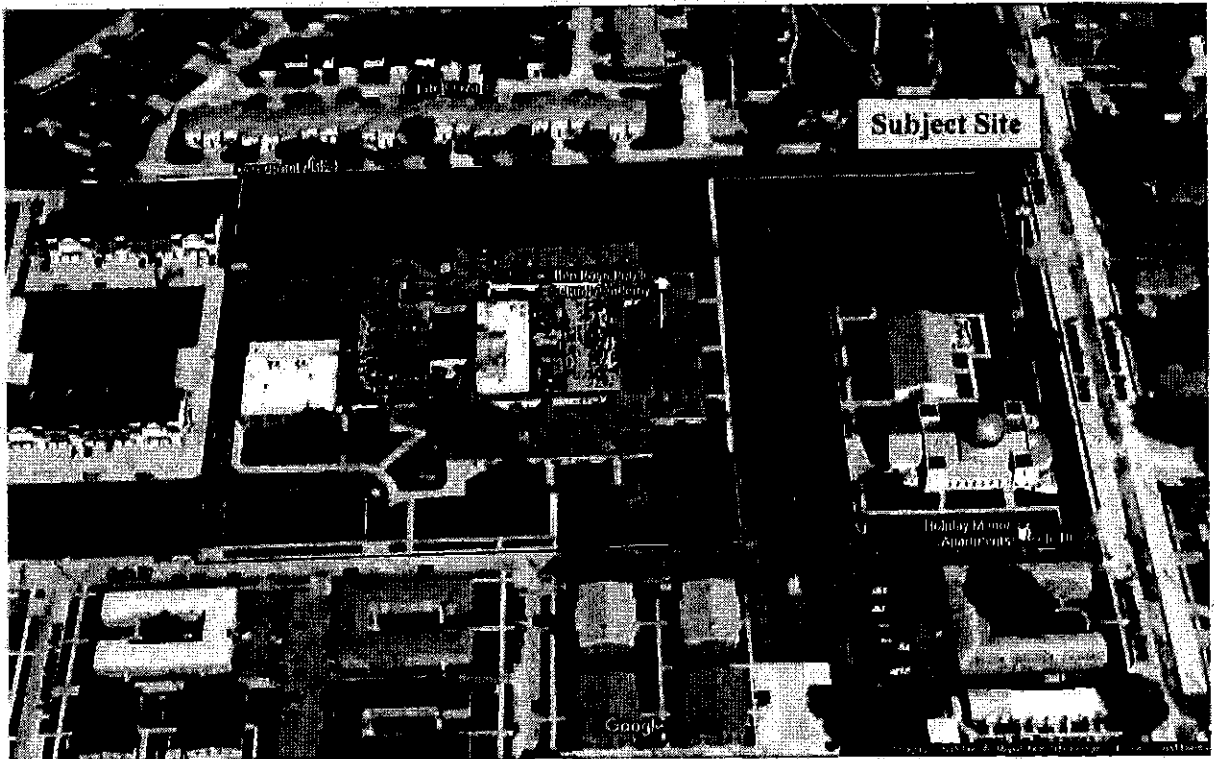
****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

Document received by the MI Macomb 16th Circuit Court.

Attachment B

Site Maps, Photographs and Site Plan/General Concept Plan





Source: Google Maps

FIGURE 2: AERIAL SITE MAP
Former Hartsig JR High School
 8525 Cole Drive
 Warren, Macomb County, Michigan

PROJECT: 2019041501.01
 DATE: 1/15/2020
 PREPARED BY: JAP

Environmental Services •
 Land Development • Real
 Estate Consulting

40701 Woodward Avenue, Suite 50
 Bloomfield Hills, Michigan 48304
 T: (248) 203-9898
 F: (248) 647-0526
 E: info@associatedenvironmental.net
 W: www.associatedenvironmental.net

PART OF THE SW 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN.



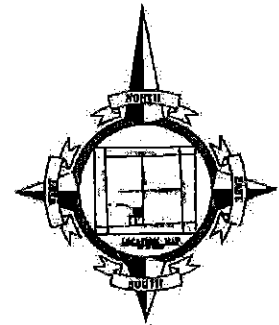
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 05-10-2011 BY 60322 UCBAW

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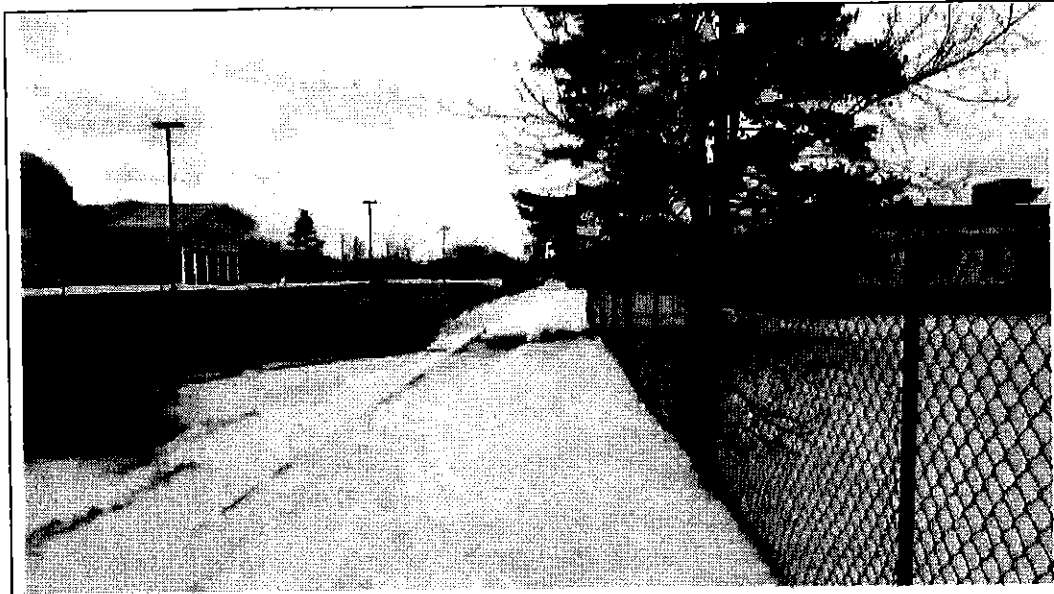
Mr. JOSEPH VADICK, P.E.
GEB - GATEWAY ENGINEERING AND SURVEYING, INC
1155 ANNUNY DR. SUITE 100
SHELBY TWP, MI 48216
OFFICE # (586) 786-5533
FAX # (248) 786-5375
ENGINEERING EMAIL: INFO@GATEWAYENGINEERING.COM
ARCHITECTURE EMAIL: INFO@GATEWAYENGINEERING.COM

THE CHAIRMAN
JOHN EDGAR HOOVER (1874-1972), L.A.
BORN CHICAGO,
DISTRICT, 14-42202

THIS PAGE		COVER SHEET
C1.1	BOUNDARY SURVEY	
C1.2	TOPOGRAPHIC SURVEY	
C1.3	OVERALL SITE PLAN	
C1.4	PRELIMINARY SITE PLAN	
C1.5	GRADING PLAN	
C1.6	OVERALL UTILITY PLAN	
C1.7	RAIN SEWER PLAN	
C1.8	STORM SEWER PLAN	
C1.9	DETAIN AREA, STORM SEWER PROFILE AND CALCULATION	
C2.0	STORM SEWER PROFILE	
C3.1	WASTEWATER AND WASTE FLUID PLAN	
C3.2	WASTEWATER SEWER PROFILE AND CALCULATION	
C3.3	SOIL EROSION AND SEDIMENT CONTROL PLAN	
C4.1	LANDSCAPE PLAN	



ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 10/14/01 BY 60322
UCBAW



Near the northeast portion of the property looking south (adjoining church to the east).



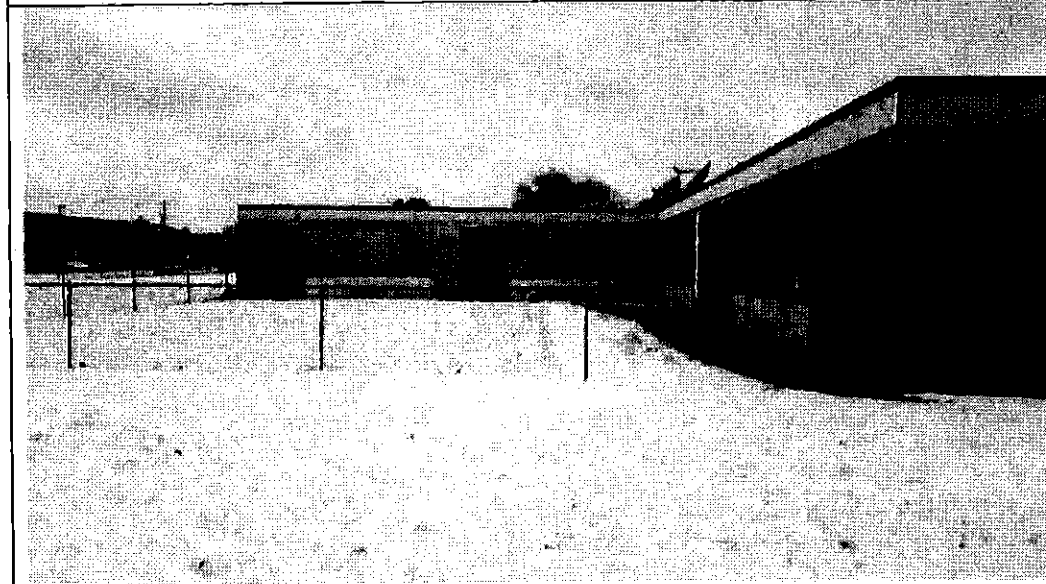
Near the northeast portion of the property looking west (adjoining residential to the north).

Photographer: Julie Pratt
Location: 8525 Cole Street, Warren, Michigan

Date: February 3, 2017
Project No: 2016122201.01



Looking south along the east property boundary (adjoining residential to the south).



A view of the southeast corner of the school, near the southeast portion of the property.

Photographer: Julie Pratt
Location: 8525 Cole Street, Warren, Michigan

Date: February 3, 2017
Project No: 2016122201.01



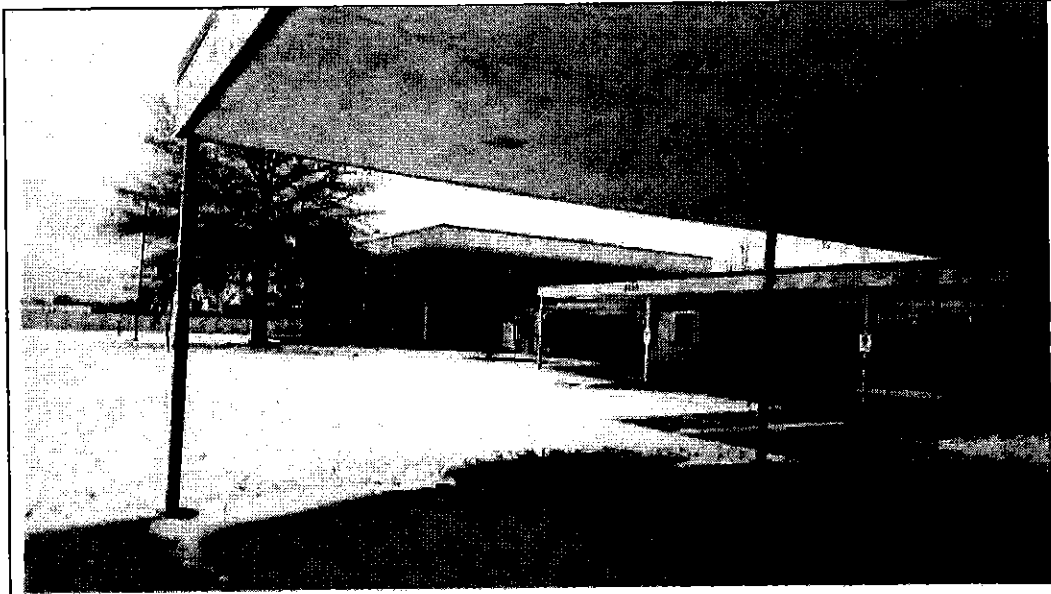
Near the southeast corner of the school building looking north.



Near the southeast corner of the school building looking west (adjoining Cole Street to the south).

Photographer: Julie Pratt
Location: 8525 Cole Street, Warren, Michigan

Date: February 3, 2017
Project No: 2016122201.01



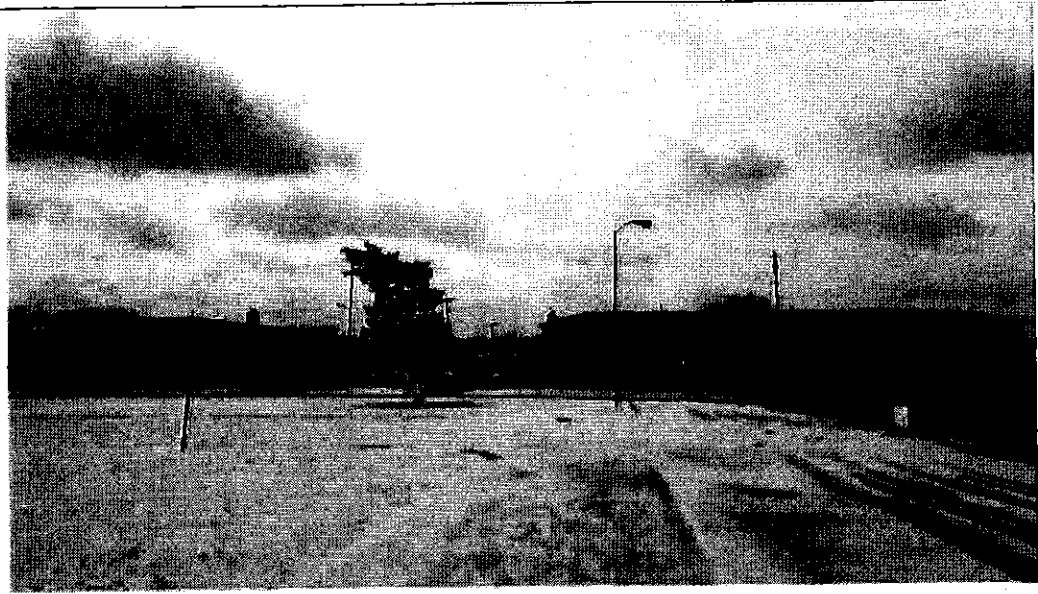
A view of the main entrance to the former school building, fronting Cole Street.



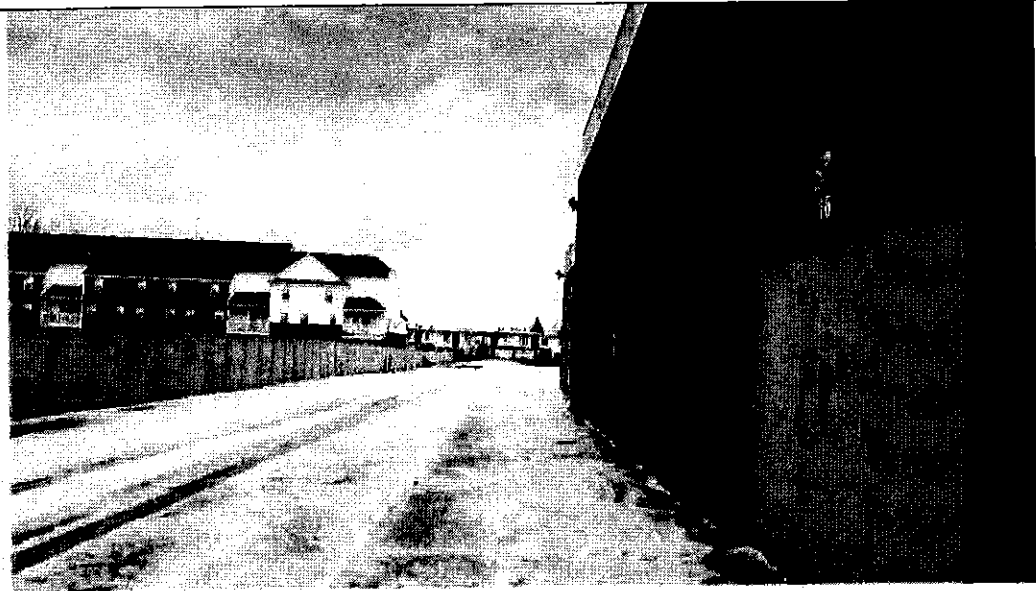
Near the southwest corner of the building looking east.

Photographer: Julie Pratt
Location: 8525 Cole Street, Warren, Michigan

Date: February 3, 2017
Project No: 2016122201.01



Near the southwest corner of the building looking south.

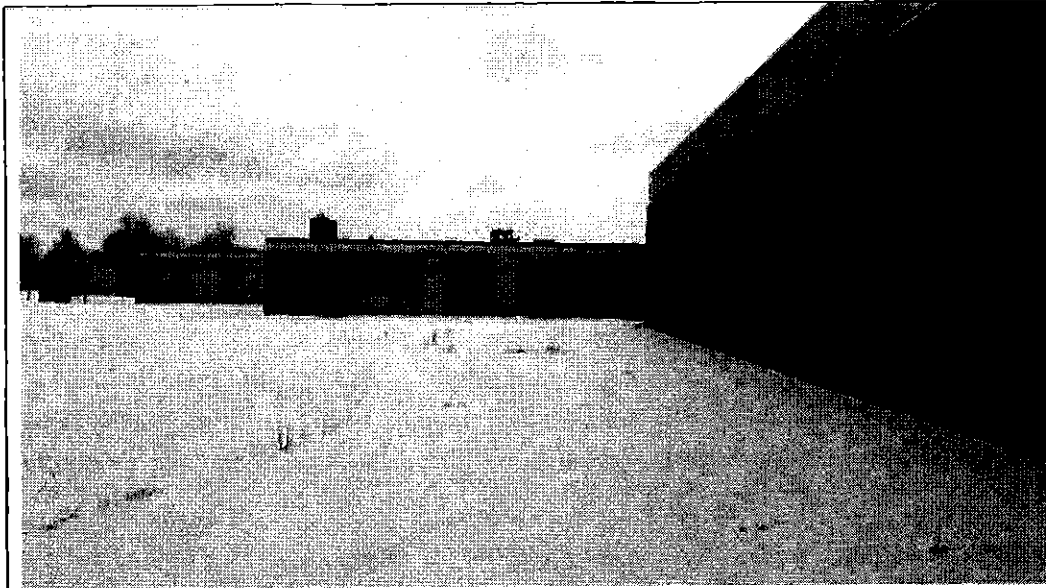


Near the southwest corner of the building looking north.

Photographer: Julie Pratt
Location: 8525 Cole Street, Warren, Michigan

Date: February 3, 2017
Project No: 2016122201.01

ENCLOSURE
EXHIBIT
2017



A view looking at the northwest portion of the building.



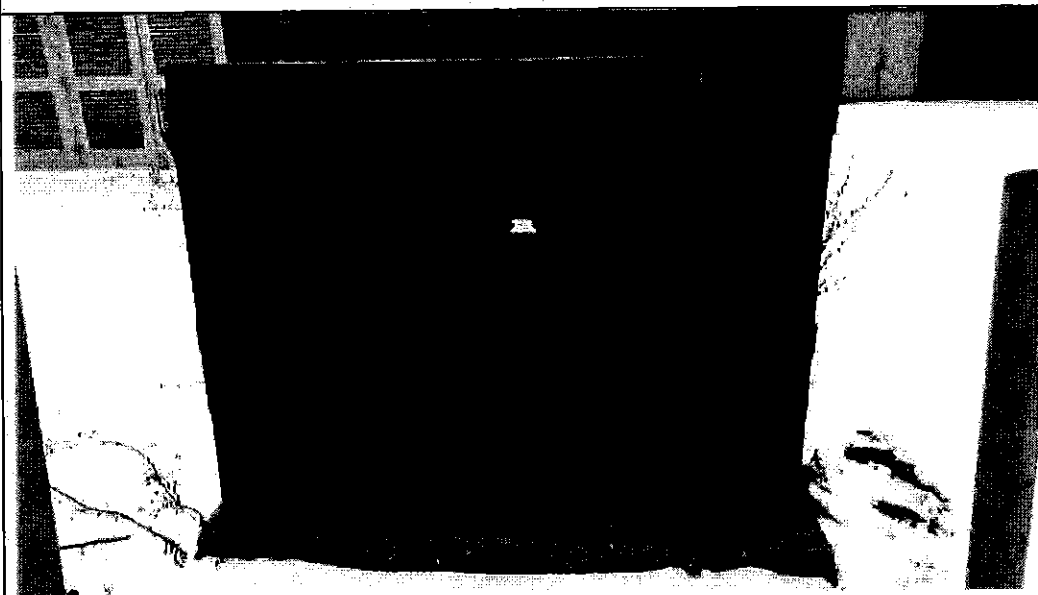
View of

Photographer: Julie Pratt
Location: 8525 Cole Street, Warren, Michigan

Date: February 3, 2017
Project No: 2016122201.01



View looking east across north portion of the property.

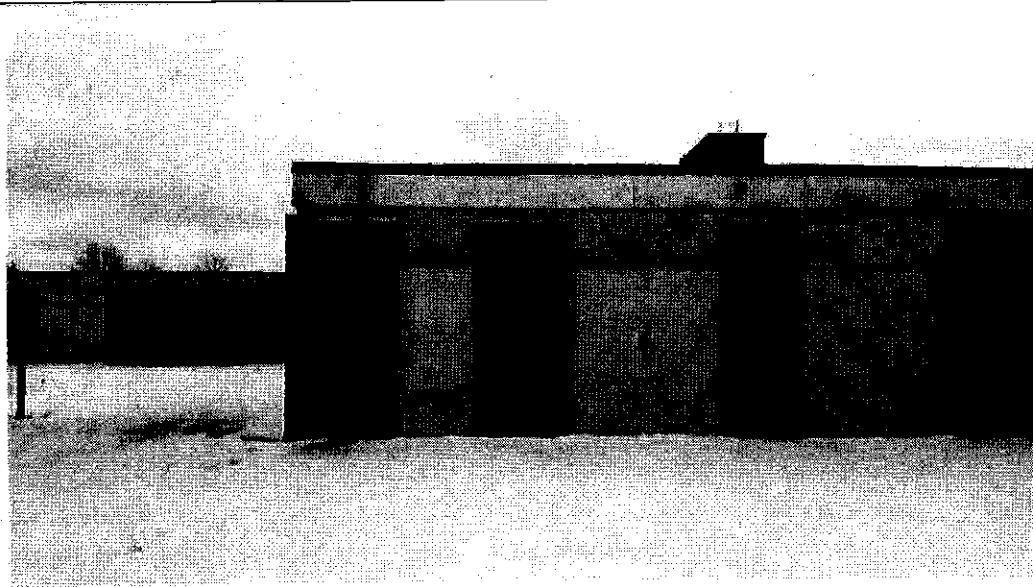


View of pad-mounted transformer unit, northwest of the building.

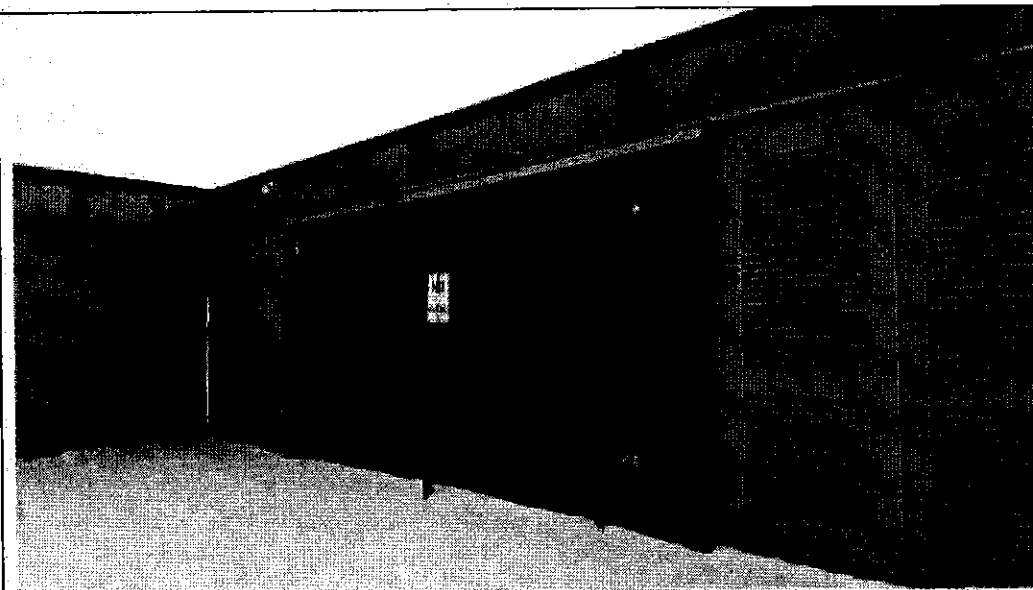
Photographer: Julie Pratt
Location: 8525 Cole Street, Warren, Michigan

Date: February 3, 2017
Project No: 2016122201.01

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JULIE PRATT
2017-02-03 14:56:48



View near northwest portion of the building.



View near northwest portion of the building.

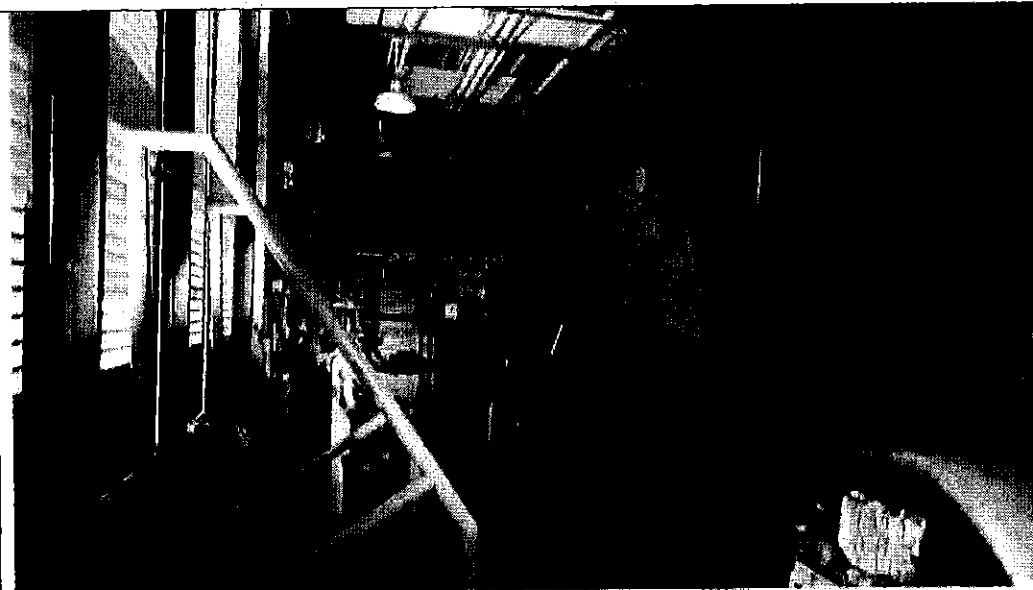
Photographer: Julie Pratt
Location: 8525 Cole Street, Warren, Michigan

Date: February 3, 2017
Project No: 2016122201.01





View near northwest corner of the building, looking west.

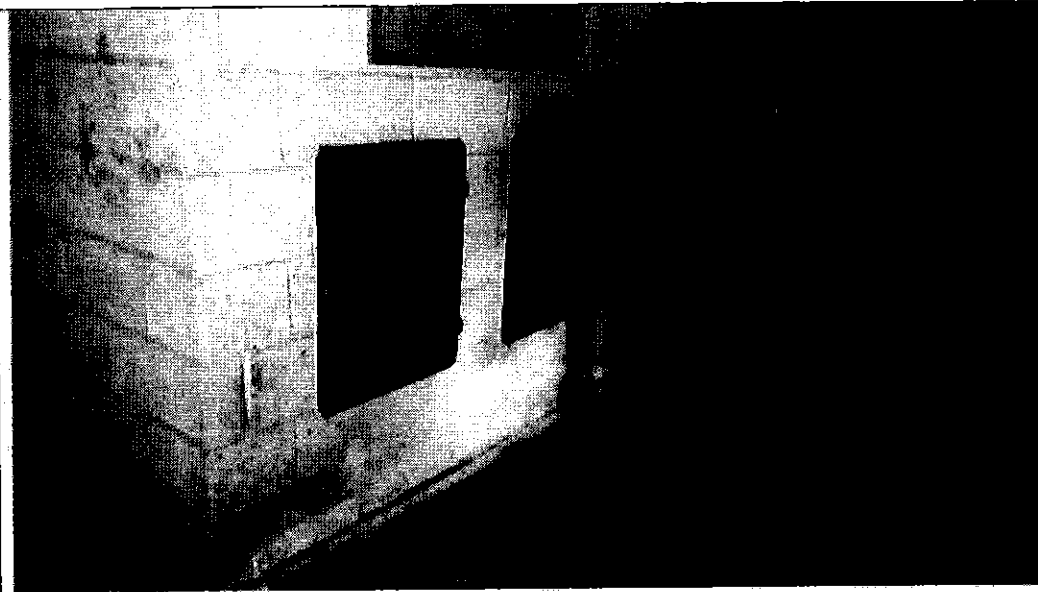


Interior view of utilities area.

Photographer: Julie Pratt
Location: 8525 Cole Street, Warren, Michigan

Date: February 3, 2017
Project No: 2016122201.01

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Interior view of utilities area.



Interior view of utilities area, entrance to sub-grade tunnel.

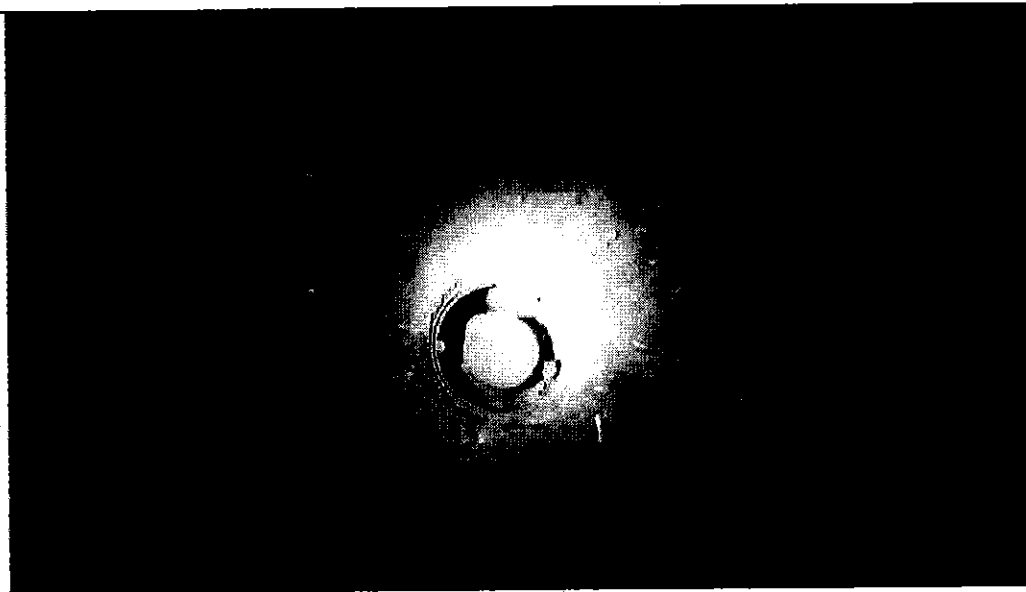
Photographer: Julie Pratt
Location: 8525 Cole Street, Warren, Michigan

Date: February 3, 2017
Project No: 2016122201.01

4005 4005 4005 4005
1000 1000 1000 1000
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Interior view of utilities area.



Interior view of utilities area.

Photographer: Julie Pratt
Location: 8525 Cole Street, Warren, Michigan

Date: February 3, 2017
Project No: 2016122201.01

2016122201.01
2016122201.01
2016122201.01



Interior view of utilities area.



Interior view.

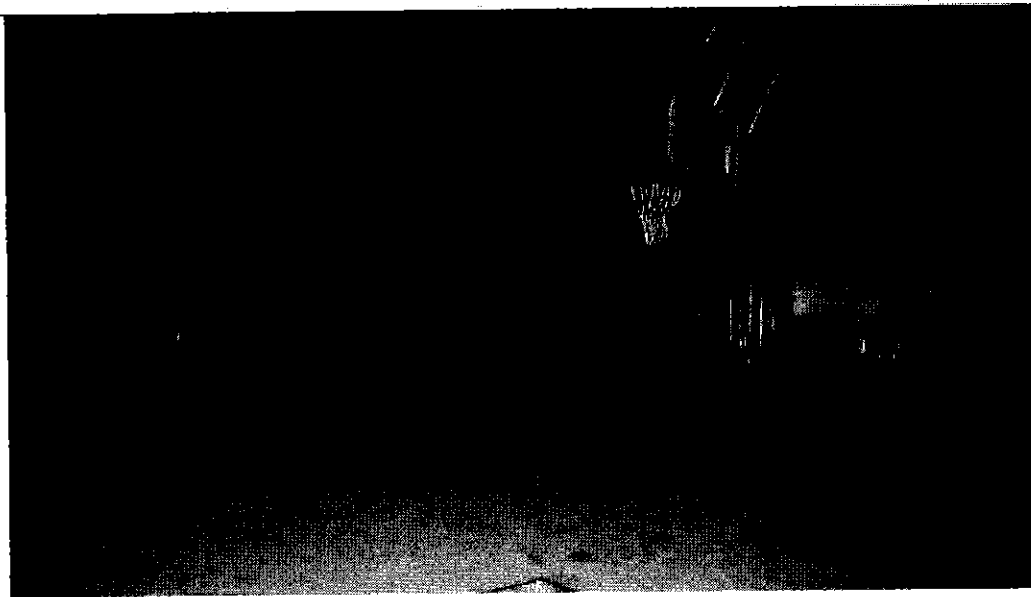
Photographer: Julie Pratt
Location: 8525 Cole Street, Warren, Michigan

Date: February 3, 2017
Project No: 2016122201.01

2017-02-03 14:00:00
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2017-02-03 14:00:00



Interior view of floor of gymnasium.



Interior view of gymnasium.

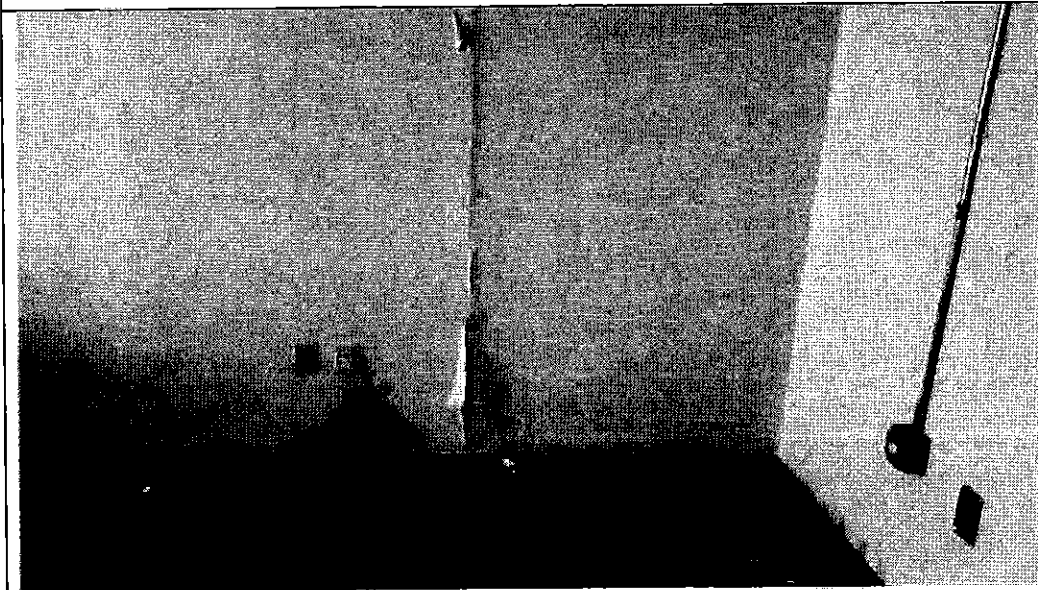
Photographer: Julie Pratt
Location: 8525 Cole Street, Warren, Michigan

Date: February 3, 2017
Project No: 2016122201.01

2017-02-03 14:00:00



Interior view of former science lab.



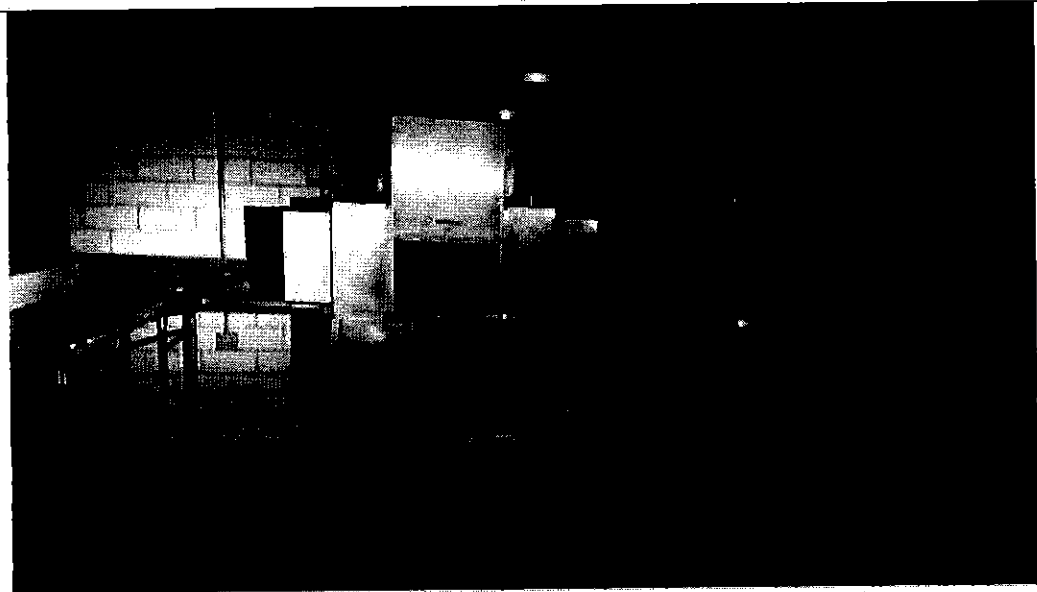
Interior view of former classroom area.

Photographer: Julie Pratt
Location: 8525 Cole Street, Warren, Michigan

Date: February 3, 2017
Project No: 2016122201.01



Interior view of building vandalism.



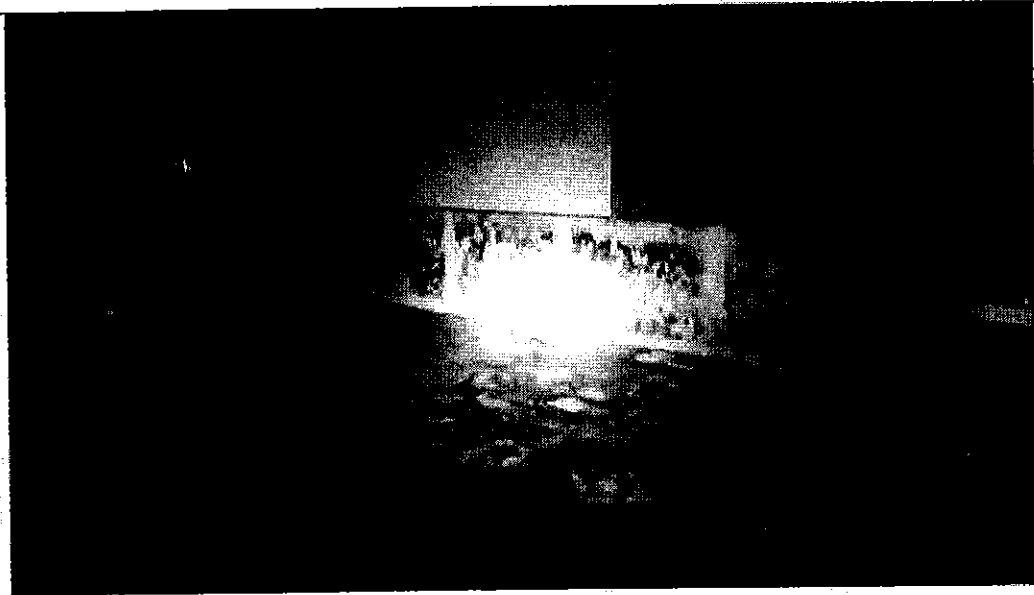
Interior view of former kitchen.

Photographer: Julie Pratt
Location: 8525 Cole Street, Warren, Michigan

Date: February 3, 2017
Project No: 2016122201.01



Interior view of maintenance room.



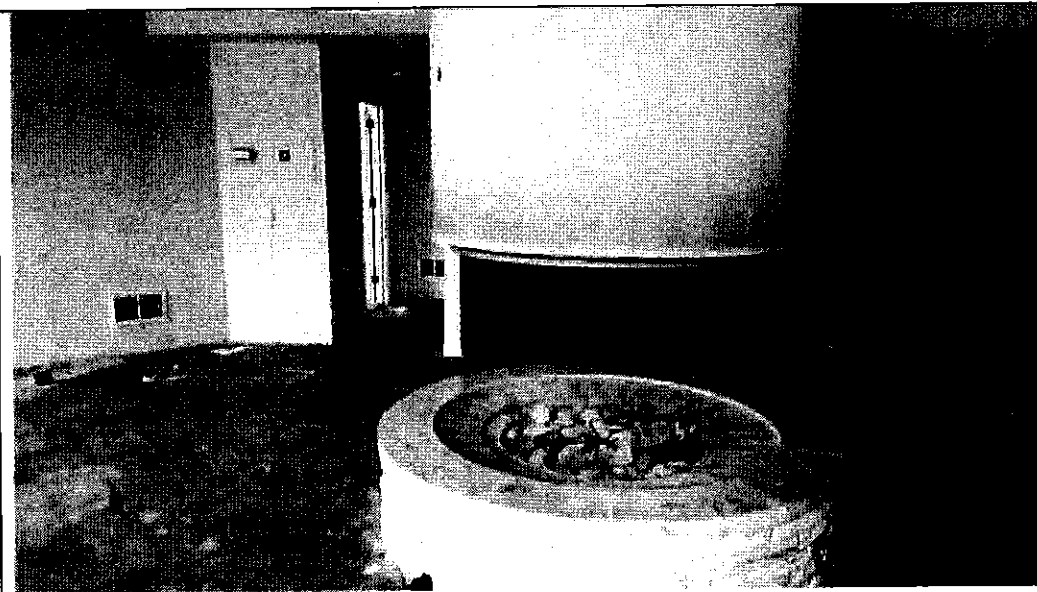
Interior view of classroom area.

Photographer: Julie Pratt
Location: 8525 Cole Street, Warren, Michigan

Date: February 3, 2017
Project No: 2016122201.01



Interior view of damaged floor tile. Suspect ACM.

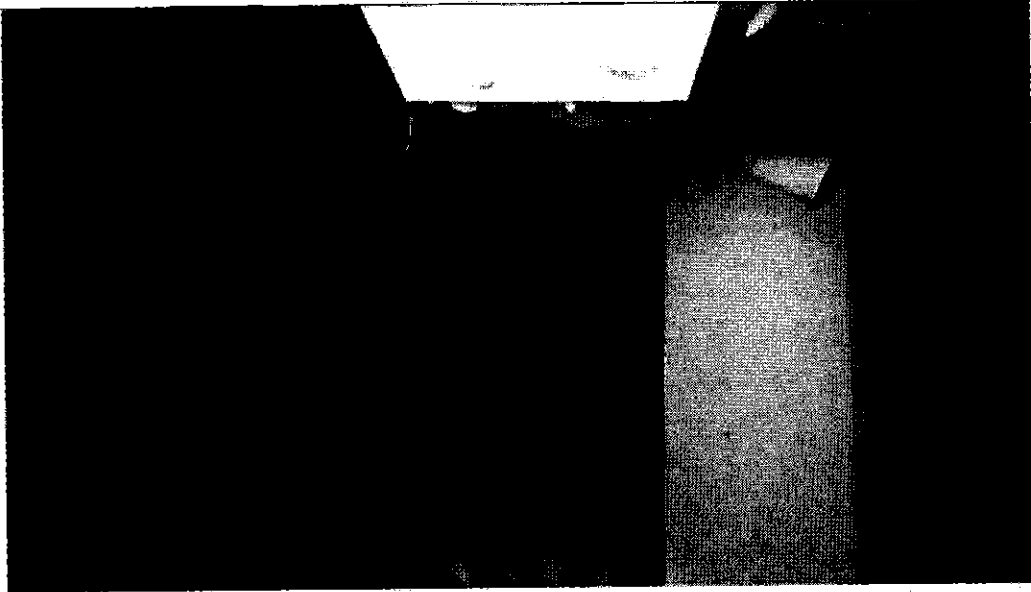


Interior view of interior fire pit and exhaust.

Photographer: Julie Pratt
Location: 8525 Cole Street, Warren, Michigan

Date: February 3, 2017
Project No: 2016122201.01

PHOTOGRAPHED
ON 02/03/2017
BY JULIE PRATT



Interior view of typical water damaged and mold infested area.



View of courtyard and building vandalism.

Photographer: Julie Pratt
Location: 8525 Cole Street, Warren, Michigan

Date: February 3, 2017
Project No: 2016122201.01

2017-02-03 10:00:00
2017-02-03 10:00:00
2017-02-03 10:00:00

Attachment C

Estimated Tax Increment Revenues

These estimates are based on the attached site plan estimating 139,200 square feet of new residential apartments comprised of four three-story buildings each 39,8100 square feet in size with an estimated total new investment of \$26,302,233.00. This also assumes that the final site plan will be approved by the City of Warren with substantially the same characteristics as contemplated by Developer.

TABLE 1 - TOTAL PROPOSED EGLE ELIGIBLE ACTIVITY COSTS BROWNFIELD PLAN PROPOSED HARTSIG JR HIGH SCHOOL REDEVELOPMENT CITY OF WARREN, MACOMB COUNTY, MICHIGAN			
Eligible Activity Description		Brownfield Property Cost	
DEPARTMENT SPECIFIC ACTIVITIES (MCL §125.2652(2)(b)) ELIGIBLE ACTIVITY COSTS			
	Local TIF Capture Only	State and Local TIF Capture	TOTAL
Baseline Environmental Assessments (MCL §125.2652(2)(i))			
Phase I Environmental Site Assessment	\$0	\$3,000	\$3,000
Phase II Environmental Site Assessment	\$0	\$30,000	\$30,000
Additional Environmental Due Diligence Activities	\$0	\$7,500	\$7,500
Baseline Environmental Assessment	\$0	\$5,000	\$5,000
Due Care Activities (MCL §125.2652(2)(i) and (m))			
Section 7a Compliance Analysis / Due Care Plan - Pre-development	\$0	\$3,500	\$3,500
Section 7a Compliance Analysis / Due Care Plan - Post-development	\$0	\$3,500	\$3,500
Sheet Piling for Earth and Roadway Stabilization	\$0	\$0	\$0
Pump & Treat of Contaminated Groundwater During Construction	\$0	\$30,000	\$30,000
Soil Excavation/Transportation/Disposal - Contaminated Soil	\$0	\$144,000	\$144,000
Soil Verification Sampling (If necessary)	\$0	\$25,000	\$25,000
Health & Safety Plan	\$0	\$3,500	\$3,500
Project Management	\$0	\$15,000	\$15,000
Soil Erosion Measures	\$0	\$3,000	\$3,000
Incremental Costs for Greenpace Encapsulation (as necessary)	\$0	\$30,000	\$30,000
Incremental Costs for Encapsulation (Engineering controls for Building and Parking)	\$0	\$50,000	\$50,000
Soil Vapor Assessment and Pilot Test	\$0	\$30,000	\$30,000
Soil Vapor Barrier / Sub-slab Depressurization System	\$0	\$250,000	\$250,000
Work Plans, Engineering, Specifications and Reports	\$0	\$15,500	\$15,500
Response Activities (MCL §125.2652(2)(i) and (oo)(i) and (ii))			
Hole, Trench and Removal Related Activities	\$0	\$35,000	\$35,000
UST Removal and Closure (Assuming 3 USTs up to 8,000 gallons capacity)	\$0	\$24,000	\$24,000
UST Removal Observation, Sampling and Report	\$0	\$12,000	\$12,000
Work Plans, Engineering, Specifications and Reports	\$0	\$4,500	\$4,500
ENVIRONMENTAL COSTS SUBTOTAL		\$0	\$724,000
TOTAL ELIGIBLE ACTIVITY COSTS PLUS CONTINGENCY AND ADMINISTRATIVE COSTS			
Contingency			
Contingency (15% of Subtotal)	\$0	\$108,600	\$108,600
Brownfield Plan, Act 381 Work Plan and Related Documents (MCL §125.2652(2)(o)(i)(D))			\$15,000
ELIGIBLE ACTIVITY COSTS SUBTOTAL		\$0	\$847,600
Agency Administrative Costs:			
State Act 381 Work Plan Review	\$0	\$0	\$0
WBRA Administrative and Operating Costs	\$519,844	\$0	\$519,844
GRAND TOTAL		\$519,844	\$847,600
			\$1,367,444

**TABLE 2 - TOTAL LOCAL / MSF ELIGIBLE ACTIVITY COSTS
PROPOSED HARTSIG JR HIGH SCHOOL REDEVELOPMENT
CITY OF WARREN, MACOMB COUNTY, MICHIGAN**

Eligible Activity Description	Brownfield Property Cost
ELIGIBLE ACTIVITIES (MCL 125.2652(2)(o)) MSF ELIGIBLE ACTIVITY COSTS	
Lead, Asbestos and Mold Abatement (MCL §125.2652(2)(o)(i)(G))	
Pre Demolition Hazardous Materials Environmental Assessment (HMEA)	\$30,000
Bid Specs and Bid Evaluation (for HazMat Abatement)	\$10,000
Lead, Asbestos and Mold Abatement Consulting, Project Management, Design & Planning, Air Monitoring	\$125,000
Site Security (HazMat Abatement)	\$15,000
Pre Demolition Asbestos, Lead and Hazardous Materials Abatement	\$195,000
Demolition Activities (MCL §125.2652(2)(o)(i)(F))	
Demolition Engineering, Design and Management Bid Specifications and Bid Evaluation	\$15,000
Demolition Related Site Security and Fencing	\$35,000
Demolition Project Management and Supervision	\$15,000
Demolition of Building and Pavement (Incl Demo & Disp, utility disconnect and removal)	\$498,000
Demolition of Infrastructure related activities	\$45,000
Infrastructure Improvements (MCL §125.2652(2)(o)(ii)(B))	
Cole Drive Road and Right-of-Way Improvements (Pavement, landscape, sidewalk, etc.)	\$50,000
Utility Relocation, Connection and Installation - New Utilities (water, sewer, gas, storm sewer, etc.)	\$186,000
Utility Connection and Installation - Storm Water Retention/Detention	\$220,000
Public Infrastructure - DTE/Consumers/City of Warren, etc.	\$150,000
Conditional Additional Public Infrastructure - Cole Drive Extension	\$788,800
Site Preparation (MCL §125.2652(2)(o)(ii)(C))	
Geotechnical Testing & Evaluation	\$64,700
Geotechnically Non-viable Soils Removal and Backfill	\$469,000
Soil Excavation/Transportation/Disposal - Backfill & Compaction	\$57,600
Site Preparation Related Work Plans, Engineering, Project Management, Specifications and Reports	\$18,000
Site Preparation - Rough Grading	\$186,040
Site Preparation - Debris Removal	\$35,000
Site Preparation - Finish Grading	\$156,000
Site Preparation - Specialized Foundations	\$50,000
MSF ELIGIBLE ACTIVITY COSTS SUBTOTAL	
TOTAL ELIGIBLE ACTIVITY COSTS PLUS CONTINGENCY	
Contingency (15% of Subtotal)	
Brownfield Plan, Act 381 Work Plan and Related Documents (MCL §125.2652(2)(o)(i)(D))	
GRAND TOTAL	

8/5/2021

Document received by the MI Macomb

8/6/2021

4444

Attachment D

Proof of “Blighted,” “Functionally Obsolete,” or “Facility” Status & Description of Site Conditions

CONSENT JUDGMENT
Cole Street Investments, LLC v City of Warren, et al.
Case No. 2019-004998-AA

EXHIBIT F

EXHIBIT F

6.a) SITE PLAN FOR NEW APARTMENT COMPLEX

8525 Cole

Process #PSP190034

Section 10

Tim Gordon (Joseph Vagalica)

September 23, 2019

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FINDINGS

1. The petitioner is requesting site plan approval for a new apartment complex to be located on the north side of Cole Drive at Lund Avenue and approximately 663.52 ft. north of Twelve Mile Road.

2. **CHARACTERISTICS OF THE PROPERTY IN QUESTION CAN BE SUMMARIZED AS FOLLOWS:**

- a) **SIZE AND DIMENSIONS OF PROPERTY:** A square shaped parcel measuring 568 ft. x 629 and containing 7.42 acres with 568 ft. of frontage along Cole Drive; this is an acreage parcel.

NOTE: The parent parcel identified as 13-10-376-004 shall be split into two parent parcels. An application must be submitted to the Planning Department requesting the approval of the lot split.

The calculated setbacks for R-3, Multiple Family Dwelling District and site are as follows:

- a) Front (south) setback: 45 ft.
- b) Side (east and west) setbacks: 28.5 ft.
- c) Rear (north) setback: 50 ft.

The setbacks are indicated on the Site Plan and noted in the Site Data Chart.

- b) **PRESENT USE:** Vacant School and Religious Facility (Our Lady of Redemption).
- c) **PRESENT ZONING:** R-3, Multi-family Dwelling District, and R-1-C, One Family Residential District (DDA).

The R-3 and R-1-C Zoning Districts, have existed since the adoption of the Zoning Ordinance on July 21, 1960.

3. **CURRENT STATUS OF APPLICATION**

- a) The Planning Commission pursuant to Article XXI, City Planning Commission; Section 21.04 Site Plan Review and Article XXII, Administration; Section 22.16 Site Plan Review of the Zoning Ordinance, shall receive and review a submitted site plan in

6.a) SITE PLAN FOR NEW APARTMENT COMPLEX

8525 Cole

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Tim Gordon (Joseph Vagalica)

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relation to pedestrian and vehicle circulation, off street parking, structural relationships, public utilities, landscaping, accessibility and other site design element.

- b) On August 19, 2019 the Planning Commission TABLED the above captioned site plan, to provide the petitioner adequate time to meet with the neighbors and answer their questions about the project.
 - c) On March 3, 1999 the Building Division issued Building Permit No. 135717 for a new commercial building, measuring 94 ft. x 169 ft. and containing 15,886 sq. ft.
 - d) On February 9, 1998 the Planning Commission APPROVED a site plan for a new church.
 - e) On October 24, 1994 the Planning Commission CLOSED OUT a Special Land Use Permit and Site Plan for a church and rectory.
 - f) On December 28, 1982 the City Council by formal motion REZONED the property in question measuring 629 ft. x 1,386 ft. from R-1-C to R-3 as amended by Zoning Map No. 30-654.
 - g) On November 15, 1982 the Planning Commission APPROVED a Special Land Use Permit and Site Plan for a church and rectory.
 - h) On September 20, 1963 the Building Division issued Building Permit No. 56298 for a building addition to the existing Junior High, measuring 157.4 ft. x 286.2 ft. and containing 25,438 sq. ft.
 - i) On August 26, 1963 the Planning Commission APPROVED site plans for a building addition to Hartsig Junior High.
 - j) On October 25, 1962 the Building Division issued Building Permit No. 51190 for a block and brick building, measuring 274 ft. x 515 ft. and containing 79,500 sq. ft.
 - k) On October 25, 1962 the Building Division issued Building Permit No. 51190 for a block and brick building, measuring 274 ft. x 515 ft. and containing 79,500 sq. ft.
4. **GENERAL DESCRIPTION OF THE SURROUNDING PROPERTIES IS AS FOLLOWS:**
- a) The properties to the north are zoned R-3 and R-5 and contain multi-family dwellings.
 - b) The property to the east is zoned R-1-C and contains a church (Holy Redemption).

6.a) SITE PLAN FOR NEW APARTMENT COMPLEX

8525 Cole

Process #PSP190034

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Tim Gordon (Joseph Vagalica)

September 23, 2019

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c) The properties to the south across Cole Drive are zoned R-3 and contain apartments.

d) The property to the west is zoned R-3 and contains multi-family dwellings

5. **THE SITE PLAN SUBMITTED BY THE PETITIONER INDICATES THAT:**

- a) A new apartment complex measuring approximately 410 ft. x 410 ft. and containing 168,100 sq. ft. would be constructed on the site set back 79 ft. from the north property line, 82 ft. from the east property line (Lorraine), 78.90 ft. from the west property line (Town Center Circle), and 79.05 ft. from the south property line (Cole Drive).

This new apartment development is located approximately 350 ft. east of the Downtown Center area; the area that has been identified as Warren's proposed city center area since the original 1966 Master Plan.

The apartment complex will consist of four (4) approximately 61 ft. x 321.67 ft. buildings situated around a shared courtyard. The proposed number of units is 144. The apartment building would not be provided with the required basements.

A note is provided stating "All outdoor retail sales of items shall be prohibited on the site".

NOTE 1: The amount of units permitted a parcel is based on the square footage of the parcel. The parcel contains 323,291.75 sq. ft. The petitioner is permitted to have 80 dwelling units. The petitioner is requesting 144 dwelling units, therefore a variance for 64 additional dwelling units would be required.

NOTE 2: A school bus shelter is indicated within the front set back along Cole Drive. The school bus shelter measures 5 ft. x 12 ft. and contains 60 sq. ft., a variance from the Zoning Board of Appeals shall be required to allow the shelter to within 15 ft. of the property line along Cole Drive.

NOTE 3: No basements are proposed for the apartment buildings, therefore a variance shall be required.

- 1) The floor plan indicates that each building would contain thirty-six (36) units. Twenty-four (24) two bedroom units and twelve (12) one bedroom units. Units will have open access with no internal hallways for access. Each unit will have individual kitchens, bathrooms, and living rooms. The layout of each unit varies by location.

6.a) SITE PLAN FOR NEW APARTMENT COMPLEX

8525 Cole

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Tim Gordon (Joseph Vagalica)

September 23, 2019

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- 2) The elevation plan indicates that windows would be provided along each floor of the apartment buildings. Balconies with decorative guardrails would be along the front and rear elevations of each building.

The exterior of the apartment complex indicates that the buildings would be covered in sand drift finish stone and Dutch lap siding. A brick wainscot will be provided around all elevations of the buildings.

The height of the apartment complex to the top of the roof is 41'5" ft. The mean roof height is 34'5", meets the zoning ordinance.

The maximum height of a building in an R-3 District is 35 ft. or two and half stories.

- b) No open storage is indicated at this time. A note is provided on the Site Plan.

- c) Parking spaces for 293 passenger vehicles would be provided on the site. The parking area indicates that parking would be located along the outside elevations of the proposed apartment buildings. Parking would be dispersed along all property lines. Sixteen (16) barrier free spaces would be evenly distributed through the apartment complex parking area.

The minimum required parking for the site is 288 parking spaces.

NOTE 1: The calculated front setback area along the south property line (Cole Dr.) is 45 ft. The petitioner shall obtain a variance for hard surfacing to within 12.50 ft. of the south property for parking purposes.

NOTE 2: Remove the parking setback information from the chart on the Site Plan. The setbacks listed under building, also apply to parking.

- d) Wall mounted light fixtures are proposed located on the building's north, south, east, west elevations.

A note shall be provided stating "All lighting on the site shall be shielded and not encroach upon abutting properties. The light poles shall be no higher than 20 ft. All glare shall be eliminated from all light fixtures. Upward directed lighting shall not be permitted".

- e) Access would be provided via two (2) driveways to Cole Drive.

6.a) SITE PLAN FOR NEW APARTMENT COMPLEX

8525 Cole

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Tim Gordon (Joseph Vaglica)

September 23, 2019

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The Planning Staff has had communication with Mr. Tony Aubrey, a representative for Our Lady of Redemption Church regarding the driveway from the subject property to Lorraine Avenue. The church has no interest in sharing the driveway with the apartment complex. As a result of this decision, the following changes have been made to that part of the driveway located on the subject property:

- a) The driveway shall be removed from the Cole Drive/Lund Avenue corner to the east property line and be replaced with grass and landscaping materials.
- b) Concrete bumpers shall be placed along the east property line where the driveway exists.
- c) The dropped concrete curbing at the Cole Dr./Lund Avenue corner shall be replaced with standard 6 in. high concrete curbing.
- f) The petitioner provided a Traffic Impact Study for the project. The study concluded that the proposed development will have little or no impact on the area roadways. The study also indicates that some measures that can be done to improve the existing level of service involves restricting turning movements, closing and/or gating access to private roads to encourage more traffic onto Common. The study further suggests that if the Cole Drive was extended with the cooperation of the church, east to Lorraine, the area traffic flow could be greatly improved.
- g) The landscape plan indicates that landscaping would be provided along all property lines. Landscaping on the site, would be a mix of deciduous and coniferous trees, as well as shrubs. Landscaping will provide a buffer between the existing Town Center Condominiums, and the existing Our Lady of Redemption Church, as well as the multi-family dwellings along the north property line. Landscaping would be provided within an interior courtyard, multiple deciduous trees as well as shrubs would be planted. A pond would be constructed within the interior courtyard, with two fountain systems.

A note is provided stating "All landscaped areas shall be automatically irrigated".

A greenbelt or masonry wall is required located along the entire east property line and a greenbelt is indicated on the revised Landscape Plan. A 4 ft. high chain link fence is also indicated along the east property line.

NOTE: The 8 ft. wide greenbelt required along the entire east property line must be planted per the specifications of Section 2.26(a) of the Zoning Ordinance. The greenbelt must be indicated on the Site Plan and revised on the Landscape Plan.

6.a) SITE PLAN FOR NEW APARTMENT COMPLEX

8525 Cole

Process #PSP190034

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Tim Gordon (Joseph Vaglica)

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h) Sidewalk would be provided along Cole Drive.

i) A trash enclosure location is indicated on the plan located in the northwest corner and northeast corner of the site.

j) All other improvements on the site would remain as exists.

6.a) SITE PLAN FOR NEW APARTMENT COMPLEX

8525 Cole

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Tim Gordon (Joseph Vaglica)

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RECOMMENDATION

It is recommended that the site plan for new apartment complex be APPROVED with the standard conditions of the Planning Commission and more specifically:

1. Five (5) copies of revised site plans must be submitted indicating the following:
 - a) Indicate the 8 ft. wide greenbelt along the entire east property line per the specifications of Section 2.26(a) of the Zoning Ordinance.
 - b) Remove the parking setback information from the chart on the Site Plan. The setbacks listed under building, also apply to parking.
2. The parent parcel identified as 13-10-376-004 shall be split into two child parcels. An application must be submitted to the Planning Department requesting the approval of the lot split.
3. The following variances are recommended by the Planning Staff and may need to be obtained from the Board of Appeals prior to the release of the site plan to the Building Division:
 - a) To allow the school bus shelter to within 15 ft. of the property line along Cole Drive.
 - b) A variance for 64 additional dwelling units would be required.
 - c) To hard surface to within 12.50 ft. of the south property line for parking purposes.
 - d) To waive the required basements.
4. Two (2) copies of Landscape Plans shall be provided indicating the following:

The 8 ft. wide greenbelt along the entire east property line must be planted per the specifications of Section 2.26(a) of the Zoning Ordinance.
5. A performance bond in the amount of \$510,000 be posted according to the estimated cost of \$17,000,000 by the petitioner.

And furthermore recommendations were received from the following division(s) and department(s) to notify the petitioner that these items will be addressed during the Building Division permit process:

6.a) SITE PLAN FOR NEW APARTMENT COMPLEX

8525 Cole

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Tim Gordon (Joseph Vagalica)

September 23, 2019

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TAXES: No Delinquent Taxes.

DTE: Approved.

ENGINEERING:

1. It appears a parcel split is required for this Site. Please contact the Planning Department for submission requirements.
2. All existing and proposed utilities along with corresponding easements shall be shown on the plan. There shall be no permanent structure built within an easement.
3. If the site's proposed storm water outlet is under the jurisdiction of the City of Warren, pretreatment of the storm water discharge from the site will be required. Additionally, detention may be required.
4. It is recommended that sidewalks adjacent to parking be a minimum 7 ft. wide to allow for 2 ft. of vehicle overhang.
5. The proposed sign located within the boulevard entrance may obstruct clear line of sight. There shall be no obstructions within the clear sight zone.
6. Additional dumpster enclosures may be necessary for the units within the south half of the project.

MACOMB COUNTY PUBLIC WORKS:

Please be advised that this office has no objection to the above referenced development as stated in your letter (copy enclosed). However, easement for the Lorraine storm drain traverses the parcel. Please be advised that any project impacting a county drain or platted subdivision requires approval by the Engineering Department. A soil erosion review will be required for any proposed land disturbance.

APPENDIX E

ASSESSOR ESTIMATE OF POST-DEVELOPMENT TAXABLE VALUE

Village at the Park Apartments, Warren - Proposed Development

Date: Apr-25

Author: F. Scott Miller, Warren Assessor

GBA:

RBA: 115,000 Sf

Unit Mix:

1 Bdrm 46 700 Sf 32,200 Sf

2 Bdrm 92 900 Sf 82,800 Sf

Totals 138 115,000 Sf

Source: Vito Castellana, Owner/Developer

Pro Forma

Income

Effective Gross Income	\$13,262	\$1,909,699
------------------------	----------	-------------

Expenses	GBA	Unit	%	
Total Expenses (excluding taxes)	\$4.74	\$3,950	28.5%	(\$545,100)
Net Operating Income	\$11.87	\$9,888	71.5%	\$1,364,599
Cap Rate				7.50%
Effective Tax Rate				3.57%
Loaded Cap Rate				11.07%
Indicated Value				\$12,331,659
Indicated Value (rounded)				\$12,330,000
\$/Unit (useable units)				\$89,348

Tax Levy Estimate

Indicated Value	\$12,330,000
-----------------	--------------

Indicated SEV/TV	\$6,165,000
------------------	-------------



*Passionate People Building
and Revitalizing our World*



Purchase Agreement

This Purchase Agreement ("Agreement") is dated May 1, 2025 (the "Effective Date"), by and between **Cole Street Investments LLC** ("Seller"), a Michigan limited liability company, whose address 2669 Gratiot Avenue, Detroit, Michigan 48207 and **Vince Castellana, on behalf of an entity to be formed** ("Buyer"), whose address is, 56114 Stoney Place Drive, Shelby Township, MI 48316

1. SALE AND CONVEYANCE.

A. Subject to the terms and conditions of this Agreement, the Seller agrees to sell, and Buyer agrees to purchase the vacant property of approximately 7.68 acres of land located at 8525 Cole Dr, Warren, Michigan 48093, whose legal description will be provided by the title company and confirmed by the Survey defined herein (the "Premises") along with any and all land division rights, improvements, landscaping, easements and appurtenances benefitting or relating to the Premises (including any right and title in any off-site utilities, adjacent streets and rights-of-ways), curb cuts or roadway modifications benefitting the Premises and any pending or future award in condemnation or eminent domain (collectively the "Property"). The Purchase Price for the Property shall be One Million Six Hundred Twenty-Five Thousand and 00/100 Dollars (\$1,625,000.00). Within three (3) business days from the Effective Date, Buyer shall deposit Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) with the Title Company, defined below, as the "Initial Deposit." Said Purchase Price shall be paid in cash or certified funds at the Closing, subject to any adjustments and prorations required pursuant to this Agreement. The parties shall execute all documents required by the Title Company (as defined herein) to hold the Initial Deposit.

B. Seller shall assign to Buyer all of Seller's rights and interest in and to all plans, approvals, authorizations and permits, if any, including the Consent Judgement approved on September 17, 2021 (the "Consent Judgement"), the Brownfield Agreement approved on March 30, 2022 and Amended Brownfield Plan approved on June 1, 2017 (collectively the "Brownfield Agreements"), any funds or rights under the Brownfield Reimbursement Request #1 approved on March 20, 2023 (the "Reimbursement Request"), and any concessions, entitlements, or tax incremental financing amount or reimbursements (including any for the demolition and remediation of the Property) that have been granted and/or issued to Seller by the City of Warren and all other governmental agencies in connection with the development of the Property (collectively the "Developer's Rights"). To the extent assignable, all right, title, and interest of Seller in and to any plans, drawings, specifications, surveys, consents, variances, easements, minerals, mineral rights, water rights, utility reservations, appurtenances, certificates, permits, licenses, authorizations, approvals, warranties, guaranties and other documents (if any) issued for or with respect to the Premises, and the other property interests described herein, including any and all contracts including service contracts in connection with the Premises. The assignment of Developer's Rights shall be in a form that is mutually acceptable to the parties which will be drafted during the Buyer's Investigation Period (as defined herein).

2. BUYER'S INVESTIGATION PERIOD.

A. The "Buyer's Investigation Period" shall commence on the Effective Date and end at 11:59 p.m. on the date that is One Hundred Twenty (120) Days after the Effective Date. Buyer

may extend the Buyer's Investigation Period by Sixty (60) days by doing all of the following prior to the end of the Buyer's Investigation Period: (i) providing prior written notice to Seller and (ii) depositing an additional Twenty-five Thousand Dollars (\$25,000.00,) with the Title Company (the "Extension Deposit"). The Initial Deposit and the Extension Deposit shall be referred to collectively as the Deposit. Only the Extension Deposit shall be immediately non-refundable when made but any Deposit shall be applicable to the Purchase Price at Closing.

B. If Buyer, in his sole and absolute discretion, decides not to purchase the Property, then Buyer shall have the right and option to terminate this Agreement by providing written notice to Seller prior to the expiration of the Buyer's Investigation Period as may be extended and receive a full refund of the Initial Deposit but not the Extension Deposit (as applicable). If Buyer terminates this Agreement in accordance with this Section, then the parties shall have no further liability to each other. If Buyer does not terminate this Agreement in accordance with this Section prior to the expiration of the Buyer's Investigation Period, as may be extended, then the Initial Deposit shall become non-refundable to Buyer but applicable to the Purchase Price at Closing.

C. Within ten (10) days of the Effective Date ("Initial Document Deadline"), Seller will provide the following documents to the extent that such documents are in Seller's possession or Seller is able to instruct any third-party consultants to furnish copies to Buyers ("Sellers Due Diligence Information")

- Existing ALTA Survey(s), Boundary Survey, etc.
- Existing Title Commitment/Policy
- Existing Environmental Report(s) – Phase I and Phase II
- Any plans and specifications for the construction or improvement of the Property in their current statement which is not finalized.
- Copies of all agreements with and/or notices from a governmental agency that affect the Property which is only Consent Judgement as set forth above

Should Seller fail to deliver any of the Initial Documents to Buyer prior to the Initial Document Deadline, the Buyer's Investigation Period shall be automatically extended to account for the number of days in which Seller delayed in delivering the Initial Documents.

D. At all times prior to Closing, Buyer and Buyer's representatives and agents shall have access to the Property during reasonable hours for purposes of performing investigations and tests with respect to the Property. Buyer shall conduct tests and other entries upon the Property so as not to damage the Property and Buyer shall restore the Property to substantially the same condition as would have existed if Buyer had not conducted such tests and other entries upon the Property.

3. **TITLE / SELLER'S REPRESENTATIONS AND WARRANTIES.**

A. Buyer acknowledges that Seller, at his sole cost and expense, will order from First American Title Agency, Rochester Hills, Michigan Attn.: Marcia Lawless ("Title Company") a commitment for an owner's policy of title insurance ("Title Commitment"). The Title Commitment will be modified so as to insure fee simple title to the Property in Buyer for the amount of the Purchase Price hereunder. At Seller's sole cost and expense, Seller shall cause a final owner's

policy of title insurance to be ordered at the Closing, and subsequently issued, for Buyer in accordance with the Title Commitment and the following endorsements (at Buyer's expense): Comprehensive, Survey, Access, Contiguity, Zoning 3.1 and such other endorsements to the title policy as Buyer may request (the "Endorsements"). While the Seller shall be responsible to pay the premium for the owner's policy of title insurance, the Seller shall not be responsible for the additional premiums for the Endorsements or simultaneous issuance of a lender's policy, if any. Such title policy shall be issued without standard exceptions. Buyer and Seller shall each pay one-half (1/2) of the Title Company's fee for attending the closing and preparing documents. During the Buyer's Investigation Period, Buyer shall review the Title Commitment and the documents referred to therein as conditions, exceptions, or reservations to title to the Property, and provide to Seller in writing such objections as Buyer may have to anything contained or set forth in the Title Commitment or such documents. If no written notice of disapproval or approval subject to certain exceptions is provided by Buyer to Seller, such items affecting title to the Property may appear as exceptions in the owner's policy of title insurance described in herein, and such items shall be considered "Permitted Exceptions". However, in no event shall any mortgage, security agreement, assignment of rents, construction lien, or other monetary lien be considered a Permitted Exception; and all such monetary liens shall be discharged from title to the Property at or before the Closing. Seller shall, at Seller's sole cost and expense, prior to the date of Closing and within fifteen (15) days from Seller's receipt of such objections from Buyer, use all commercially reasonable efforts to satisfy any objections with respect to which Buyer has provided written notice. If Seller fails to cure such objections within said time period, then Buyer may elect either of the following as Buyer's sole remedy: (a) Buyer may terminate this Agreement; or (b) Buyer may accept such title as Seller can deliver, with no right to adjust the Purchase Price except for the right to apply purchase money to discharge any monetary liens against the Property. Furthermore, Buyer shall have a right to perform a survey (the "Survey") and any survey exceptions shall be treated as title exceptions.

B. Seller represents, warrants, covenants and agrees that:

(i) There are no lawsuits, actions, mechanics liens, judgments, administrative, condemnation or eminent domain proceedings with respect to the Property pending or, to the best of Seller's knowledge, threatened against Seller or which affect the Property.

(ii) Seller is duly organized and validly existing in the state of its existence and is authorized to conduct business in the State of Michigan and has the full right, power, and authority to sell and convey the Property as provided in this Agreement and to carry out Seller's obligations hereunder. All requisite action necessary to authorize Seller to enter into this Agreement and to carry out its obligations hereunder has been or by the Closing will have been taken. Seller has full right and power to sell, convey, and deliver the Property to Purchaser free and clear of all liens, mortgages, liabilities, claims, charges, equities, covenants, conditions, restrictions, easements, and rights of way, except for the Permitted Exceptions.

(iii) This Agreement is, and all other Closing documents to be executed and delivered by Seller are and will be on the date of Closing, the valid and binding obligations of the Seller and the performance of the obligations of the Seller under this Agreement will not violate any contract, document or any order or judgment applicable to the Seller or the Property.

(iv) To the Seller's actual knowledge, there are no tax assessments or any intended public improvements which may result in any special assessment against or result in the creation of any lien upon the Property.

(v) Seller is not a "foreign person" within the meaning of Section 1445 of the U.S. Internal Revenue Code of 1986, as amended and any applicable regulations promulgated thereunder.

(vi) There is no work performed and unpaid by, through or under Seller that could result in a mechanics lien.

(vii) There are no unpaid broker obligations including but not limited to the Broker (as defined herein).

(viii) Seller is not a party to any dispute, arbitration, litigation, or administrative proceeding with any present or former tenant or occupant of the Property; with any person or entity concerning any aspect of the Property or having or claiming any interest in the Property; which affects or questions Seller's title to the Property or Seller's ability to perform its obligations under this Agreement; or which otherwise affects or relates to the Property.

(ix) Seller has not received any written notice of alleged violation of any law or legal requirements with respect to the Property and, to Seller's knowledge, the Property is not in material violation of any applicable laws, ordinances, codes, rules, regulations and other requirements, including, without limitation, those relating to zoning or land use.

(x) There are no leases, tenancies, licenses or other occupancy or possession agreements or rights to which Seller is a party or by which Seller or the Property may be bound, pertaining to any portion of the Property,

(xi) Except as disclosed to Buyer in writing prior to the Effective Date or Closing, there are no contracts, agreements or commitments, written or oral, affecting the Property which would be binding on Buyer or which would affect the Property and that any and all parties that have provided services to the Property (or could claim a lien under the Michigan Construction Lien Act, MCL 570.1101 et. al) for or on behalf of the Seller or its predecessor(s) in interest have been paid in full.

(xii) To Seller's knowledge and without inquiry, the Property is not located, in whole or in part, in any area designated by FEMA or any other governmental authority as a flood plain and there are no wetlands located on or which affect the Property.

(xx) To the best of Seller's actual knowledge, Seller and any person or entity controlled or owned by Seller has not has caused or permitted any detrimental environmental condition to occur or exist at or under the Property.

(xiii) The Seller has no actual knowledge and has received no notice of the existence of any areas that have been used for the generation, storage, or disposal of any hazardous substances or waste on the property, including without limitation, any crude oil or any fraction thereof.

(xiv) The Seller has no actual knowledge and has received no notice that there are any storage tanks located on the property, either above or below ground, or any underground pipes or lines on the property, other than water, sewer, natural gas, electric and communications.

(xv) The Seller has no actual knowledge and has received no notice that the property has been previously used as a landfill or as a dump for garbage or refuse publicly or privately and/or licensed or unlicensed.

(xvi) To Seller's knowledge, Seller knows of no persons, corporations or other entities claiming any interest whatever in said real estate by reason of any unrecorded deed, contract or other document of title and that preceding the execution hereof, no interest in the real estate has been granted to any other persons, corporations or other entities whatsoever.

(xvii) That there are no law suits, lis pendens, judgments, appeals, bankruptcies, executions or defaulted surety bonds against the Seller in any state or Federal Court whatsoever that could in any way affect title to said real estate, the improvements thereon or the fixtures attached thereto.

"Knowledge" shall mean knowledge only of Thomas LaBret and / or Steven Schafer.

Seller shall indemnify Purchaser from and against any loss, cost or expense whatsoever incurred by Purchaser resulting from any misrepresentation, breach or inaccuracy of any of the representations, warranties, promises or agreements set forth in this Agreement and the representations and warranties herein shall survive the Closing and delivery of the deed or other termination of this Agreement and remain in full force and effect for six (6) months thereafter.

4. **AS IS PURCHASE.** At the Closing, Buyer shall convey the Property to Seller by a "Covenant Deed" Utilizing a real estate transfer tax valuation affidavit. A "Covenant Deed" shall mean a deed in recordable form, duly executed by the Seller, conveying to the Buyer marketable and insurable, indefeasible fee simple title to the Property, in accordance with the Title Commitment, under which Seller shall warrant and defend title against the claims and demands of all persons claiming by, from or under Seller, but against no other claims or persons. The Covenant Deed shall state that the Property is conveyed subject to the following: "(i) any lien of real estate taxes which are not yet due and payable as of the date of this deed; (ii) zoning ordinances and other applicable governmental statutes, ordinances, rules and regulations; and (iii) easements and building and use restrictions of record."

In addition, Buyer acknowledges that Buyer is acquiring the Property subject to such matters as would be shown by an accurate survey of the Property (which shall not be referred to on the Covenant Deed). After the Effective Date, Seller will not enter into any occupancy agreements, leases, or licenses relating to the Property.

Notwithstanding any other provision of this Agreement to the contrary, Buyer acknowledges and agrees that Seller makes no representations or warranties, express or implied, with respect to any aspect of the Property except as otherwise expressly provided in this Agreement. If Buyer purchases the Property, Buyer will do so only after Buyer has made its own

independent inspection and investigation of the Property and surrounding area, including, without limitation, the subsurface, soil, engineering and other conditions and requirements, whether there are any eminent domain or other public or quasi-public takings of the Property contemplated, and all zoning and regulatory matters pertinent to the Property and to the present use or occupancy of the Property, and in the exercise of Buyer's own judgment after having had a reasonable and adequate opportunity to inspect, examine, test, analyze and evaluate the Property in all respects. Buyer will be purchasing the Property strictly in "AS IS, WHERE IS, WITH ALL FAULTS" condition. Buyer accepts and agrees to bear all risks regarding all attributes and conditions, latent and otherwise, of the Property, including, without limitation, all governmental requirements related thereto, except as specifically provided herein. Buyer is not relying on any statement, representation, inducement or Agreement of Seller, except as specifically provided herein. Buyer agrees that neither Seller nor anyone acting on behalf of Seller has made any representation, guaranty or warranty of any kind whatsoever, either express or implied, either written or oral, concerning the Property, except as specifically set forth herein or as provided to Buyer in writing by Seller from the Effective Date through Closing. Any survey, engineering data, soil reports, or other information the Seller or any other party may have delivered to Buyer is furnished without any representation or warranty whatsoever.

5. TAXES AND PRORATED ITEMS. All taxes for past years which have become a lien upon the Property, and which were already due and payable shall be paid and discharged by the Seller. All charges or assessment which are due and payable as of Closing for any improvements made to, or which benefit the Property, whether or not they have become a lien or are fully paid, shall be paid by Seller. All current taxes shall be prorated and adjusted as of the date of Closing in accordance with local custom. The Buyer shall be responsible for real estate taxes on and after the date of the Closing. If taxes on the Property are retroactively increased for any reason for the period prior to Closing, Seller shall reimburse Buyer for the amount of such increase.

6. OPERATIONS PENDING CLOSING AND CLOSING.

A. From the Effective Date through the Closing, Seller agrees as follows:

(i) Seller will, at its expense, manage, operate, and maintain the Property in substantially the same manner as it managed, operated, and maintained the Property prior to the date hereof and will keep the Property in the same state of repair.

(ii) Seller will keep in full force and effect all existing insurance policies which are presently in effect for the Property, or any portion of the Property.

(iii) Seller shall give Buyer prompt notice of the institution of any litigation, arbitration or administrative proceeding of which it becomes aware prior to the Closing involving Seller or the Property.

(iv) As soon as reasonably practicable after Seller obtains Knowledge, but in any event within five (5) days thereafter, Seller shall notify Buyer in writing (each a "Correction Notice") of any material inaccuracy of any of Seller's representations and warranties set forth herein. If Buyer receives any Correction Notice after expiration of the Buyer's Investigation Period, Buyer shall have a period of ten (10) days after receipt of such Correction Notice during which, in Buyer's sole discretion, Buyer may, at its option, either proceed to close or terminate this

Agreement by written notice to Seller, whereupon any Deposit shall promptly be returned to Buyer (including the Extension Deposit, if applicable).

(v) Not enter into any lease or occupancy agreement for any portion or the Property.

(vi) Not grant or otherwise create or consent to the creation of any easement, restriction, lien, assessment or encumbrance respecting the Property

B. The Closing shall take place fourteen (14) days after expiration of the Buyer's Investigation Period, as may be extended.

C. At the Closing, Seller shall: (i) deliver to Buyer sole and exclusive possession of the Property and (ii) execute and deliver to Buyer, a Covenant Deed conveying title to the Property to Buyer along with a Real Estate Transfer Tax Valuation Affidavit.

D. Buyer shall deliver to Seller those funds required to be paid by Buyer pursuant to this Agreement, after prorations and adjustments. The Deposit, including any funds released to Seller, shall be applied to the Purchase Price. Seller shall pay for all costs or expenses allocable to Seller as set forth herein or as contemplated hereby, including but not limited to all transfer taxes imposed with respect to this transaction, and the owner's policy of title insurance required to be furnished to Buyer hereunder. Both Buyer and Seller shall execute, acknowledge and deliver such other instruments, documents and undertakings (in customary form reasonably acceptable to Buyer, Seller, and the Title Company) as shall be reasonably necessary in order to consummate this Agreement fully and to bring into effect its intent and purpose.

7. **DEFAULT.**

A. If Buyer shall default in the performance of his obligations under this Agreement, and such default shall continue for a period of ten (10) days after written notice of default from Seller to Buyer, then Seller shall be entitled to and shall receive the Deposit, which shall constitute liquidated damages and Seller's exclusive remedy for such default or breach by Buyer; and neither party shall thereafter have any further liability or obligation to the other. The parties acknowledge and agree that as a result of the foregoing, Buyer may satisfy his obligations hereunder by, in the alternative, either (i) closing upon the transaction contemplated hereby, or (ii) forfeiting all Deposit as provided in this subsection.

B. If Seller shall default in the performance of his obligations under this Agreement, and such default shall continue for a period of ten (10) days after written notice of default from Buyer to Seller, then Buyer may enforce specific performance of this Agreement and/or may exercise any other right or remedy which Buyer may have at law or in equity by reason of such default by Seller.

C. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover its actual legal fees and expenses.

8. **NOTICE.** All notices, statements or other communications which are required or contemplated by this agreement shall be in writing (unless otherwise expressly provided herein)

and shall be either personally served at or mailed to the address of the person entitled thereto, as set forth at the beginning of this agreement, or e-mailed to the address below. In addition, a copy of each such notice, statement or communication intended for a party shall be furnished to such single additional addressee for that party as may be specified herein or specified in a like notice. All such notices, statements and other communications (or copies thereof) shall be deemed furnished to the person entitled thereto (a) on the date of service, if personally served at the last known mailing address of such person, or (b) on the date on which mailed or e-mailed, if mailed or e-mailed to such person in accordance with the terms of this Section. For purposes hereof, an item shall be considered mailed if sent by means including, but not limited to, the following: (i) by United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested; (ii) by air courier service (Federal Express or the like); or (iii) by e-mail to the details identified below. Any party may, by a proper Notice which gives five (5) days written notice to the other party hereto, designate any other address or e-mail in substitution of the foregoing address or e-mail.

To Seller:

To Buyer:

Cole Street Investments LLC Attn: Thomas Labret 2669 Gratiot Avenue Detroit, Michigan 48207 E: spencer@schafer-dev.com	Vince Castellana 56114 Stoney Place Drive Shelby Township, Michigan 48316 E: vito.viphomes@gmail.com
With a Copy to: John T. Panourgias, Esq. Panourgias Law Firm, PLLC 41000 Woodward Ave. Suite 350 EAST Bloomfield Hills, MI 48304 Telephone: 248-433-7615 Email: john@panourgiaslaw.com	With a Copy to: Dawda, Mann, Mulcahy & Sadler PLC Attn: Chirstopher R. Martella, Esq. 39533 Woodward Ave. Suite 200 Bloomfield Hills, MI 48304 T: 248-642-3124 E: cmartella@dmms.com

9. **COMMISSIONS.** NAI Farbman (the "Broker") is the only broker of record on this transaction who shall be paid by Seller pursuant to a separate listing agreement. Except for NAI Farbman no other broker is involved in this transaction. Each party warrants to the other party that it shall indemnify and hold harmless for any and all claims of any person for broker's or agent's commissions or finder's fees in connection with this transaction. At Buyer's option, the Buyer may pay the commission(s) due to the Broker at Closing and the Purchase Price shall be reduced accordingly.

10. **NO PUBLIC NOTICE OF AGREEMENT.** Buyer agrees not to file or record with the County Register of Deeds, prior to the Closing hereunder, any memorandum, affidavit or other instrument (i) reciting the fact of the parties' rights or obligations as seller and/or Buyer of the Property hereunder, or (ii) otherwise reciting the existence of this Agreement.

11. **LIKE-KIND EXCHANGE.** Each party (Seller and Buyer) shall have the right to transfer its interest in this Agreement as part of a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Each party agrees that it will reasonably cooperate with

the other party in consummating a like-kind exchange of the applicable property, including accomplishing such exchange transaction (a) through either a qualified escrow account or a qualified trust, as provided in Treasury Regulation Section 1.1031(k)-1(g)(3), or (b) through any other means allowed by Section 1031 and the regulations thereunder. In addition, each party agrees that it will: (i) consent to the assignment of the other party's rights under this Agreement to a qualified intermediary in connection with a like-kind exchange of property, and (ii) execute any and all documents reasonably necessary or convenient to facilitate said like-kind exchange of the property. However, neither party shall be required to take title to any real property other than the Property described in this Agreement. In addition, nothing contained in this Section shall limit or otherwise release an assigning party of its obligations under this Agreement; and an assigning party shall not relinquish any of its rights to rely upon or enforce the terms of this Agreement following such assignment. Each party engaging in an exchange agrees to pay the charges of its own intermediary to consummate such party's like-kind exchange. The other party shall not be obligated to incur any additional costs or expenses or any liability in connection with any such like-kind exchange undertaken by the other party.

12. **TAX APPEALS / TAX INCENTIVES.** There are no property tax appeals pending or filed on the Property.

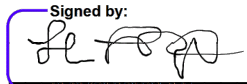
13. **RISK OF LOSS / DAMAGE.** Until the Closing occurs, all risk of loss, cost or expense and damage with respect to the Property will remain Seller's risk from and after the execution of this Agreement until Closing unless caused by Buyer or its agents.

14.12. **MISCELLANEOUS.** This Agreement shall be binding upon the parties, their heirs, personal representatives, successors and assigns. This Agreement embodies the entire agreement between the parties with respect to the transaction contemplated and there have been no other agreements, written or oral, other than set forth herein. This Agreement may be executed in any number of counterparts (including via an electronic signature program, e.g. DocuSign, or scanned signature pages), each of which shall be deemed an original, and all of which when taken together, shall constitute one and the same instrument. This Agreement may be amended or modified only in writing and signed by both parties or their assigned representatives. This Agreement and any rights contained herein may be assigned by Buyer without written approval of Seller. Seller and Buyer agree to execute any further documents and take any action necessary in order to carry out the terms and intent of this Agreement. Time is of the essence of this Agreement. No failure or delay on the part of any party hereto in the exercise of any power or right hereunder shall operate as a waiver of such power or right with respect to any other term, provision, or condition hereof and all rights and remedies hereunder are cumulative and shall not be deemed exclusive of any other rights or remedies provided by law. At or before the Closing, the parties shall deliver to each other evidence of authority to consummate the transaction contemplated by this Agreement, in form and substance reasonably satisfactory to each party and to the Title Company. Any time period or any required date of notice, performance or payment, as provided for in this agreement, which shall fall or end on a Saturday, Sunday or legal holiday shall extend to the next full business day, at the time of day (if any) otherwise specified herein.

The parties hereto have executed this agreement as of the date set forth in the first paragraph of this Agreement.

SELLER:

Cole Street Investments LLC

By:  Signed by:
CE9F60D50D0A4FE...
Thomas LaBret

Its: Authorized Signatory

BUYER:

Vince Castellana, on behalf of an entity to be formed

The parties hereto have executed this agreement as of the date set forth in the first paragraph of this Agreement.

SELLER:

Cole Street Investments LLC

By: _____

Its: _____

BUYER:

Vince Castellana, on behalf of an entity to be formed

DocuSigned by:

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Exhibit A

Legal Description

To be confirmed by Title Company and Survey

PART OF THE SW ¼ OF SECTION 10, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE S ¼ CORNER OF SAID SECTION 10; THENCE N00°29'01"E 692.52 ALONG THE N-S ¼ LINE OF SECTION 10; THENCE S89°51'28"W 43.00 FEET TO THE SE CORNER OF THE SAID PROPERTY; THENCE CONTINUING S89°51'28"W 386.61 FEET TO THE POINT OF BEGINNING OF PARCEL-1; THENCE S89°51'28"W 188.31 FEET; THENCE N00°29'35"E 60.00 FEET; THENCE S89°51'28"W 380.19 FEET; THENCE N00°15'08"W 569.09 FEET; THENCE N89°50'50"E 568.29 FEET; THENCE S00°12'00"W 629.19 FEET TO THE POINT OF BEGINNING.
CONTAINING ± 334,567.92 SQUARE FEET- ±7.681 ACRES, MORE OR LESS.

Brownfield List of Bills - October 7, 2025

Required Formal Approval of the Following:

<u>PAYEE</u>	<u>DATE OF INVOICE</u>	<u>AMOUNT</u>	<u>DETAILS</u>
PROFESSIONAL SERVICE INDUSTRIES, INC	09/29/25	8,000.00	VILLAGE AT THE PARK - 8525 COLE DRIVE FORMER CONTINENTAL MOBILE HOME COMMUNITY - MAPLE & 8 MILE RD
TOTAL:		<u>8,000.00</u>	

Professional Service Industries, Inc.
www.psiusa.com

**CITY OF WARREN
PURCHASING DIVISION
ONE CITY SQUARE
FOURTH FLOOR, SUITE 425
WARREN MI 48093-5289
USA**

**CITY OF WARREN
PURCHASING DIVISION
ONE CITY SQUARE
FOURTH FLOOR, SUITE 425
WARREN MI 48093-5289**

Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1189229		01662336	09/29/25	00998609	0001

Project: CITY OF WARREN - BROWNFIELD

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
09/29/25	01662336-1	SERVICE - 1	2.00	4,000.00	8,000.00
Invoice Total:					\$8,000.00
Balance Due:					\$8,000.00

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

To assure proper credit to your account, please return with your check made payable to PSI.

Please mail remittance
to:

Customer #	Invoice #	Project Number	Amount Enclosed
1189229	00998609	01662336	

Professional Service Industries, Inc.
PO Box 74008418
Chicago, IL 60674-8418