

INKSTER CITY COUNCIL

May 6, 2019

26215 Trowbridge, Inkster, MI 48141
(313) 563-4232 www.cityofinkster.com

Mayor – Byron Nolen
Mayor Pro Tem – Timothy Williams, District I

Council Members:

Clarence Oden, Jr., District II
Sandra K. Watley., District III
Steven Chisholm, District IV
Kim Howard, District V
Connie R. Mitchell, District VI

FELICIA RUTLEDGE
CITY CLERK

BYRON NOLEN
MAYOR

TREASURER
DARIN CARRINGTON

DAVID JONES
CITY ATTORNEY

Council may be addressed during the Regular Meeting by filling out the Public Participation Form. Address Council as a whole through the Mayor. Please state your name and your address for the record prior to providing your comments. Comments are limited to three (3) minutes.

Council Orientation Agenda – 6:00 PM

1. Call to Order
2. Discussion

A. Agenda Discussion

Public Participation (limit to 3 minutes)

3. CLOSED SESSION – Council may enter into Closed Session to discuss contract negotiations, purchase or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).
4. Adjournment

May 6, 2019

Regular City Council Agenda – 7:00 PM

1. Call Meeting to Order

- A. Pledge of Allegiance
- B. Roll Call

2. Approval of Agenda

3. Presentations/Discussion

4. Public Hearing

- A. A public hearing on the FY2019/2020 City of Inkster Budget.

5. Consent Agenda

- A. April 15, 2019 Regular City Council Meeting Minutes.

Pg. 1

- B. April 29, 2019 Special City Council Meeting Minutes.

Pg. 6

- C. Allen Brother's and Attorney's PLLC Invoice \$28,366.00*

Pg. 8

6. Boards and Commissions

- A. Update of current list of appointments to Boards & Commissions.

Pg. 9

7. Previous Business

8. Ordinance(s)

- A. First Reading(s)

- B. Second Reading(s)

9. New Business

- A. Discussion/Action: (David Jones) Consideration and approval of a request for the Mayor to execute a Quit Claim Deed on behalf of the City of Inkster Economic Development Corporation; regarding 28440 Reynolds St., Inkster, MI 48141.

Pg. 16

B. Discussion/Action: (Felicia Rutledge) Consideration and approval to extend a contract with Midwest Recycling for a recycling program at no cost to the city. The contract will be from July 2, 2019 until July 2, 2024. **Pg. 67**

C. Discussion/Action: (Sharde Fleming) Consider approval of correcting a clerical error performed by the Michigan Land Bank, and deeding 29230 Carlton (Property I.D. 44008010953000) to James Bush. **Pg. 69**

D. Discussion/Action: (Sharde Fleming) Consider approval of offer to purchase (Case # LD 19-8) one (1) residential house which is located on the north side of Rosewood St. between Harrison St. and Center Dr. and is legally described as *24P376* LOT 376 DEARBORN HILLS MANOR T2S R9E L52 P93 WCR (Property I.D. 44 006 01 0376 000), or 28326 Rosewood, in the amount of \$2000.00 to M313 Properties and Investments. **Pg. 104**

10. Public Participation (limit to 3 minutes)

11. City Clerk

12. City Treasurer

13. Mayor and Council Communication

14. Closed Session

Council may enter into Closed Session to discuss contract negotiations, purchase or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).

15. Adjournment

Felicia Rutledge
City Clerk

April 15, 2019
Regular City Council Meeting – 7:00 PM

The regular meeting of the Council of the City of Inkster, Wayne County, Michigan convened in the Council Chambers, 26215 Trowbridge, on Monday, April 15, 2019

Prior to the Regular Council Meeting: City Council members discussed:

- A. Agenda Discussion
- B. LeAnna Hicks Library Update – Michael Wells

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm to go into Executive Session 7:15 p.m. to discuss pending litigation, personnel and land sales in accordance with MCL 15.286 (e). Motion carried unanimously

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm, adjourn the closed Executive Session at 7:35 p.m. Motion carried unanimously.

Call Meeting to Order

Mayor Nolen called the meeting to order at 7:40 p.m.

Pledge of Allegiance

City Council and the public in attendance pledged allegiance to the flag of the United States of America.

Prayer

Prayer was led by Reverend George Williams

Roll Call

Mayor Nolen	Present	Councilwoman Howard	Present
Councilwoman Watley	Present	Mayor Pro-Tem Williams	Present
Councilman Oden	Present	Councilman Chisholm	Present
Councilwoman Mitchell	Present		

Approval of Agenda

Moved by Councilmember Chisholm, Seconded by Mayor Pro-Tem Williams
to approve the agenda with added items "I" under New Business.
4-19-65R - Motion carried.

Presentations/Discussion

Public Hearings

Consent Agenda

A. April 15, 2019 Regular City Council Meeting Minutes.

**Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Howard to approve the Consent Agenda.
Resolution 4-19-66R – Motion carried.**

Boards and Commission

A. Update of current list of appointments to Boards & Commissions.

**Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to appoint Roosevelt Stubbs to the Commission on Aging.
Resolution 4-19-67R – Motion carried.**

**Moved by Councilmember Mitchell Seconded by Councilmember Oden to appoint Shirley Hankerson to the Parks and Recreation Commission
Resolution 4-19-68R – Motion carried.**

Previous Business

Ordinance(s)

A. First Reading(s)

B. Second Reading(s)

New Business

A. Discussion/Action: (Sharde Fleming) Consider approval of offer to purchase (Case # LD 19-6) two (2) vacant residential lots which are located on the east side of Ash Ave. between Carlisle Ave. and Andover Ave. and are legally described as 36C289 LOT 289 ALSO W 1/2 ADJ VAC ALLEY INKSTER GARDENS SUB T2S R9E L48 P73 WCR (Property I.D. 44 014 03 0289 000), and 36C290 LOT 290 ALSO W 1/2 ADJ VAC ALLEY INKSTER GARDENS SUB T2S R9E L48 P73 WCR (Property I.D. 44 014 03 0290 000) in the amount of \$500.00 to Team Cares (Antonio Pollicella).

**Moved by Councilmember Howard, Seconded by Councilmember Chisholm to approve of offer to purchase (Case # LD 19-6) two (2) vacant residential lots which are located on the east side of Ash Ave. between Carlisle Ave. and Andover Ave. and are legally described as 36C289 LOT 289 ALSO W 1/2 ADJ VAC ALLEY INKSTER GARDENS SUB T2S R9E L48 P73 WCR (Property I.D. 44 014 03 0289 000), and 36C290 LOT 290 ALSO W 1/2 ADJ VAC ALLEY INKSTER GARDENS SUB T2S R9E L48 P73 WCR (Property I.D. 44 014 03 0290 000) in the amount of \$500.00 to Team Cares (Antonio Pollicella).
Resolution 4-19-69 – Motion carried.**

B. Discussion/Action: (Sharde Fleming) Consider approval of offer to purchase (Case # LD 19-7) one (1) vacant residential lot which is located on the west side of Wiethoff Ct. between Inkster rd. and Sylvia Ave. and is legally described as *30F12* LOT 12 AND N 1/2 ADJ VAC SOUTHERN AVE WIETHOFF'S SUB T2S R10E L65 P42 WCR (Property I.D. 44 021 02 0012 300) in the amount of \$500.00 to Bam Investment Group, LLC.

Moved by Councilmember Oden, Seconded by Councilmember Howard to approve of an offer to purchase (Case # LD 19-7) one (1) vacant residential lot which is located on the west side of Wiethoff Ct. between Inkster rd. and Sylvia Ave. and is legally described as *30F12* LOT 12 AND N 1/2 ADJ VAC SOUTHERN AVE WIETHOFF'S SUB T2S R10E L65 P42 WCR (Property I.D. 44 021 02 0012 300) in the amount of \$500.00 to Bam Investment Group, LLC. Resolution 4-19-70R – Motion carried.
NAY: (Watley)

- C. Discussion/Action: (Sharde Fleming) Consider approval of the new city brand design including but not limited to color (both secondary and primary), logo, stationary, seal, and overall brand identity, presented by Franco.

Moved by Councilmember Howard, Seconded by Councilmember Chisholm to approve Consider approval of the new city brand design including but not limited to color (both secondary and primary), logo, stationary, seal, and overall brand identity, presented by Franco.
Resolution 4-19-71R – Motion carried.
NAY: (Williams, Watley)

- D. Discussion/Action: (Darin Carrington) Consideration and approval of resolution to accept the FDCVT Grant from the State of Michigan Department of Treasury for Citywide Mercury Vapor Street Light Conversion Phase II in the amount of \$142,975.

Moved by Councilmember Watley, Seconded by Councilmember Chisholm to approve of resolution to accept the FDCVT Grant from the State of Michigan Department of Treasury for Citywide Mercury Vapor Street Light Conversion Phase II in the amount of \$142,975.
Resolution 4-19-72R – Motion carried.

- E. Discussion/Action: (Daring Carrington) Consideration and approval of resolution to accept the FDCVT Grant from the State of Michigan Department of Treasury for new Rescue/Ambulance for the Fire Department in the amount of \$260,000.

Moved by Councilmember Mitchell, Seconded by Mayor Pro-Tem Williams to approve of resolution to accept the FDCVT Grant from the State of Michigan Department of Treasury for new Rescue/Ambulance for the Fire Department in the amount of \$260,000.
Resolution 4-19-73R – Motion carried.

- F. Discussion/Action: (Daring Carrington) Consideration and approval of resolution to accept the FDCVT Grant from the State of Michigan Department of Treasury for Police Emergency Vehicle Replacement in the amount of \$100,000.

Moved by Councilmember Chisholm, Seconded by Councilmember Mitchell to approve of resolution to accept the FDCVT Grant from the State of Michigan Department of Treasury for Police Emergency Vehicle Replacement in the amount of \$100,000.
Resolution 4-19-74R – Motion carried.

- H. Discussion/Action: (Felicia Rutledge) Consideration and approval of a street closure on Eastern Street between Avondale and Grandview on July 6, 2019 from 10:00 a.m. until 10:00 p.m. Robert Johnson is the applicant.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to approve of a street closure on Eastern between Avondale and Grandview on July 6, 2019 from 10:00 a.m. until 10:00 p.m. Robert Johnson is the applicant. Resolution 4-19-75R – Motion carried.

- I. Discussion/Action: (Adrianna Jordan) Consideration and approval to accept petition signatures to allow consideration of an Elk's Lodge Social Club at 3767 Inkster Road within 300 feet of residentially zoned land.

Moved by Councilmember Chisholm, Seconded by Councilmember Mitchell to approve to accept petition signatures to allow consideration of an Elk's Lodge Social Club at 3767 Inkster Road within 300 feet of residentially zoned land.

Resolution 4-19-76R – Motion carried.

Public Participation

- **Toni Bailey** – Announced the Spring Clean on April 27, 2019 for residents and businesses. She stated that dumpsters would be located at Lemoyne Park, Wheatley Park and Westwood Park. She stated if anyone had questions to contact her at 313-520-2571.
- **Officer Lebo** – Announced that the Easter Egg Hunt was a huge success. She said that over 800 kids were registered. She stated that Coffee with a Cop on April 17, 2019 will be held at Applewood. She announced if any person is interested in a booth for National Night Out on August 6, 2019 to give her a call.
- **Gina Steward** – Announced the Expungement Fair on May 4, 2019.
- **Julia Lowe** – Had concerns about a traffic ticket.
- **Mary McClendon** – Provided and update from Commissioner Glenn Anderson's office. She stated the Commissioner would be hosting at senior appreciation dinner June 12, 2019. She asked persons to contact 313-224-8855 to make reservations. She announced the Hazardous Waste Collection on August 10, 2019 in Westland.
- **State Representative, Jewell Jones** - Announced Sexual Assault Awareness Month is a campaign to raise public awareness about sexual violence and educate communities on how to prevent it. He stated that Governor Whitmer signed Executive Order 2019-9 creating the Governor's Educator Advisory Council within the Michigan Department of Education on April 11th. The Council will consist of 15 voting members appointed by the governor and include individuals representing various roles in Michigan's public education system. This group will advise the governor and make recommendations for legislation relevant to Michigan's public education system. This includes: Identifying and analyzing issues impacting the effectiveness of Michigan's public education system; Identifying best practices in public education; Recommending changes and improvements to our public education system; Reviewing and making recommendations regarding legislation relevant to our public education system. Educators who are interested in seeking an appointment to the Council may apply online at www.michigan.gov/appointments. The deadline for applications is April 19, 2019.

City Clerk

- No Comments.

City Treasurer

- Budget hearing dates.

Mayor and Council

- **Councilman Chisholm** – Stated he attended the Easter Egg Hunt on Saturday April 13, 2019. He said it was a magnificent event. He further stated he attended Shawn Day for a resident that had leukemia. He lastly stated that the food that was left over from the Easter Egg Hunt was donated to the homeless shelter.
- **Councilwoman Howard** – Stated she attended the Princeton Block Club meeting and a question was asked about a truck route for semi-trucks driving on Princeton. She lastly announced her District 5 meeting for April 22nd at 5:00 p.m.
- **Councilman Oden** – Thanked DPS for the lights on Middlebelt. He thanked the Chief Riley for assisting with a home that was vacant and had a person living in the house. He lastly stated that a home at 710 central caught fire and asked if the debris would be removed.
- **Councilwoman Mitchell** – Stated that on Parkwood, cars are speeding. She asked if additional speed limit signs can be had. She further asked if money could be placed in city council budget to purchase a bulk permit and do city wide mailings. She thanked persons for their assistance with the Easter Egg Hunt and she thanked Mable Stroman and Opal Nolen for thinking of Unity in the Community.
- **Mayor Pro-Tem Williams** – Stated the lights are still out at Annapolis Pointe and some are flashing. He additionally stated that a resident had a concern regarding their water bill and the water meters. He asked about filling potholes and said he received a pothole list. He invited everyone to shop Inkster.
- **Mayor Nolen** – Stated he met with the City Engineer and the first street to get re-paved will be John Daly. He stated to get streets paved is going to take a lot of money and resources. He asked residents to be patient during the process. He stated he attended the Shawn Day for the young man with leukemia. He additionally stated the Easter Egg Hunt was phenomenal. He said that he and the Chief of Police attended the Rotary Club meeting. He said the Rotary Club wants to come to Inkster. He lastly stated that the Wayne County Treasurer would be coming to Inkster on May 18th and would be walking the city to let residents know about their homes going to foreclosure.

Adjournment

There being no further business to come before Council, on a motion duly made
By Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm and carried,
the Regular Council meeting of April 15, 2019 was adjourned at 8:50 p.m.



Felicia Rutledge, City Clerk
City of Inkster

April 29, 2019
Special City Council Meeting – 4:00 PM

Call Meeting to Order

Mayor Nolen called the meeting to order at 4:05 p.m.

Pledge of Allegiance

City Council and the public in attendance pledged allegiance to the flag of the United States of America.

Prayer

Prayer was led by Mrs. Yvette Brock

Roll Call

Mayor Nolen	Present	Councilwoman Howard	Present
Councilwoman Watley	Exc. Absence	Mayor Pro-Tem Williams	Present
Councilman Oden	Present	Councilman Chisholm	Present
Councilwoman Mitchell	Present		

Approval of Agenda

**Moved by Councilmember Howard, Seconded by Councilmember Chisholm
to approve the agenda.
4-19-77SP - Motion carried.**

Presentations/Discussion

Public Hearings

Consent Agenda

Boards and Commission

Previous Business

Ordinance(s)

- A. First Reading(s)
- B. Second Reading(s)

New Business

- A. Discussion/Action: (Darin Carrington) Consideration and approval to allow the Administration to accept the bid of and enter into a contract with contractor, Kevin's All Season Landscaping, for the purpose of cutting vacant lots and houses for the upcoming grass cutting season (April through October 2019).

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to approve of to allow the Administration to accept the bid of and enter into a contract with contractor, Kevin's All Season Landscaping, for the purpose of cutting vacant lots and houses for the upcoming grass cutting season (April through October 2019).

Resolution 4-19- 78SP – Motion carried.

B. Discussion/Action: (City Council) Consideration and approval to place the LeAnna Hicks Public Library ballot language on the August 6, 2019 ballot.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to approve to place the LeAnna Hicks Public Library ballot language on the August 6, 2019 ballot.

Resolution 4-19-79SP – Motion carried.

Public Participation

City Clerk

City Treasurer

Mayor and Council

Adjournment

There being no further business to come before Council, on a motion duly made By Councilmember Mitchell, Seconded by Councilmember Oden and carried, the Special Council meeting of April 29, 2019 was adjourned at 4:33 p.m.



Felicia Rutledge, City Clerk

City of Inkster

Allen Brothers
Attorneys & Counselors, PLLC
400 Monroe Street, Suite 620
Detroit, MI 48226-2963

Inkster, City of
26215 Trowbridge Street
Inkster, MI 48141

Attn: City Manager

Page: 1
04/15/2019
Account No: 1897M

BREAKDOWN OF FEES/EXPENSES BY CATEGORY

Category	Fees/Costs
Flat fee/City Attorney work	\$6,000.00
Municipal Legal Services	\$1,172.50
Labor	\$1,287.50
Litigation	\$19,906.00
Total Invoice for April, 2019	\$28,366.00

May 6, 2019

CITY OF INKSTER
Boards & Commissions

[MADE OPERATIVE BY STATE LAW, CITY OF INKSTER CHARTER PROVISION OR CITY OF INKSTER ORDINANCE]

AGING COMMISSION

[MEETINGS: Third Friday of each month at 1:00 p.m., Twin Towers Activity Room]

2 Year Term

9 Members

Ordinances: 414,457 & 508

Denise Champagne, Project Dir.
- (Ex-Officio Member)

Tenure

Rochelle Wells

Exp. 8/06/20

Doris Horne

Exp. 08/06/20

Henry Wade

Exp. 08/06/20

Toni Bailey

Exp. 07/07/19

Roosevelt Stubbs

Exp. 04/15/2021

Gabe Henderson

Exp. 08/06/20

Jean Liddell

Exp. 08/06/20

Iris Long

Exp. 01/17/20

June Patter son

Exp. 01/17/20

Debra Owens

Exp. 05/21/20

Chuck Coleman

Exp. 08/20/20

BOARD OF REVIEW

[MEETINGS: March, July and December]

Annual Appointment

3 Members

Charter Provision and State Law

WCA Assessing

Clerk of the Board – Non Voting

William Miller

Exp. 03/05/2019

Gina Triplett (Alternate)

Exp. 03/05/2019

Lenoria Warmack

Exp. 03/06/2019

Ned Sanders

Exp. 02/04/20

BEAUTIFICATION COMMITTEE

[MEETINGS: Second Monday of each month @ 6:00 p.m., Recreation Center]

2 Year Term

Toni Bailey

Exp. 07/16/20

Kathleen Gibbs

Exp. 02/06/19

Gabe Henderson

Exp. 02/18/21

Avis Love

Exp. 11/6/19

George Williams

Exp. 11/6/19

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

May 6, 2019

BUILDING AUTHORITY COMMISSION - Inactive

[MEETINGS: Second Monday in January]

3 Year Term

5 Members

State Law and Resolution 74-1-39

Nathaniel Elcock
Hersey Bryant, (C)
Horace Wells

Exp. 12/31/05
Exp. 12/31/00
Exp. 12/31/01

CABLE TELEVISION COMMISSION

[MEETINGS: Second Tuesday of each month at 6:00 p.m., Recreation Center]

3 Year Term

9 Members

Ordinances 593 and 609

Vacant

Troy Seaton Dist. 1

~~Leon Houston~~ Dist. 2

Vacant Dist. 3

Octavia Smith Dist. 4

Thelma Jean Overman Dist. 5

Connie R. Mitchell Dist. 6

Sandra Watley **Mayoral**

Steven Chisholm At-Large

Ex. Officio

Exp. 01/17/20

~~Exp. Served Notice; Returned~~

Exp.

Exp. 07/03/20

Exp. 02/06/20

Exp. 02/04/22

Exp. 01/03/20

Exp. 01/17/20

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term

3 Members

Ordinances 237 & 559

Clarence Oden

Exp. 6/18/15

Vacant - (Employee Representative)

~~James White~~

Exp. 12/04/11

- (Commission Appointment)

CONDEMNATION BOARD

[MEETINGS: AS NEEDED]

5 Members

Ordinance 150.140 thru 150.145

Mark Minch (Building Contractor)
Deborah Owens (General Member)
Guy Borrusch (General Member)
Dorsey Williams (Contractor)
James Garrett (Engineer)
Charles Rizzon (Alternate)

Exp. 9/19 (1 Year Term)
Exp. 9/19 (2 Year Term)
Exp. 9/19 (2 Year Term)
Exp. 9/20 (3 Year Term)
Exp. 9/20 (3 Year Term)
Exp. 12/19

May 6, 2019

CONSTRUCTION BOARD OF APPEALS/PROPERTY MAINTENANCE BOARD

[MEETINGS: As required]

3 Year Term

3 Members

Ordinance

Shirley Hankerson

Yvette Brock

Charles Rizzo

Rebecca Daniels

Tom Michelini

– Building Inspector

Exp. 12/21

Exp. 12/21

Exp. 12/21

Exp. 02/22

Exp. 04/19

DOWNTOWN DEVELOPMENT AUTHORITY

[MEETINGS: Third Tuesday of each month, 6:00 p.m. City Hall Council Chambers]

4 Year Term

12 Members

State Law and Ordinances 687 and 741

Connie R. Mitchell

Martha Theis

Angela Dodson

Cynthia Adams (Secretary)

Brittini Abiolu (Vice Chair)

Peter Cimeot

Akindele Akinyemi (Chair)

Val Ogbonaya

Winston Wade

Rerhi Onomake (Treasurer)

Uche Ndubuisi

Tenure

Exp. 12/17/22

Exp. 02/19/22

Exp. 12/17/22

Exp. 05/18/19

Exp. 01/21/18

Exp. 02/16/19

Exp. 07/20/19

Exp. 07/17/21

Exp. 3/16/19

Exp. 7/20/19

ECONOMIC DEVELOPMENT CORPORATION (BOARD OF DIRECTORS)

[MEETINGS: Second Thursday each month, held in the Conference Room, City Hall]

6 Year Term

11 Members

State Law and Ordinances 517 and 570

Bishop Walter Starghill, Jr.

Winnie Nwankwo

Akindele Akinyemi

Deborah Walker

Mary Weislo

Cassandra Leonard

Herbert Johnson

Dennis Weislo

Charmaine Kennedy

Connie R. Mitchell

Exp. 06/07/16

Exp. 05/18/21

Exp. 05/18/21

Exp. 06/07/16

Exp. 03/07/17

Exp. 06/07/16

Exp. 06/07/16

Exp. 06/07/19

Exp. 01/17/23

Exp. 02/06/23

ELECTRICAL EXAMINING BOARD

Indefinite Terms

4 Members

State Law and Ordinance 616

Walter Bays (Elec. Cont.)

Andrew Hughes (Adm. Official)

Carlton Trouteaud (Rep. of Detroit Edison)

May 6, 2019

ELECTION COMMISSION

[Per the City Charter; Chapter 4; Section 4.1]

4 Year Term

Council Member (most votes)

City Attorney

Tenure

City Clerk

Tenure

Catherine Morris (Mayor and Council appointee)

12/20

LaGina Washington (Mayor and Council appointee)

12/22

HOUSING AND REDEVELOPMENT

[MEETINGS: Third Tuesday of each month at 6:30 p.m., 4500 Inkster Road]

5 Year Term

6 Members

State Law and Ordinance 99

Caroline Smith

Exp. 03/24

Mable Stroman

Exp. 3/22

Ellis Clifton

Exp. 3/19

DaSalla Scott

Exp. 9/20 (Resident Housing)

George Williams

Exp. 10/19

INKSTER HISTORICAL COMMISSION

[MEETINGS: Third Saturday of each month at 10:30a.m. Library Study Room]

2 Year Term

7 Members

State Law and Ordinance 196

Theola Jones

Dist. 1

Exp. 02/06/19

Rhoda Littles

Dist. 2

Exp. 02/06/19

Ruth E. Williams

Dist. 3

Exp. 02/06/19

Vacant

Dist. 4

Vacant

Dist. 5

Jean Liddell

Dist. 6

Exp. 09/18/19

George Mitchell

Exp. 10/16/19

Gabe Henderson

Dist. ???

Exp. 08/20/20

LIBRARY BOARD

4 year term

Michael Wells

Exp. 2019

Akindele Akinyemi

Exp. 2019

DeAndra Crystal-Rikay Watley

Exp. 2019

Dosye A. Thompson

Exp. 2019

Emmereal Shawn Wells

Exp. 2019

Ruth E. Williams

Exp. 2019

LOCAL BUSINESS ENTERPRISE ADVISORY COMMITTEE

[MEETINGS: Third Tuesday of every month at 6:30 P.M., Inkster City Hall]

2 Year Term

7 Members

Ordinance: 603

Neil Harrison

Dist. 1

Exp. 3/21/18

Curtistine Barge

Dist. 2

Exp. 1/20/18

Brittni Abiolu

Dist. 3

Exp. 3/7/18

Olubisi B. Ajetunmobi

Dist. 4

Exp. 1/20/18

Vacant

Dist. 5

Barbara Cooper

Dist. 6

Exp. 5/2/18

Marie Jenkins

Mayoral

Exp. 1/20/18

May 6, 2019

Jason Kaye
Sandra K. Watley
Velma Overman

Fire Rep
City Council Rep Exp. 12/18
Board of Trustee Rep

WATER REVIEW COMMITTEE

[MEETINGS: Scheduled by Chairman Marcus Hendricks, City Hall TIFA Room]

Sam Brown	App. 01/07/13
Carl Woods	App. 01/07/13
Ann Coleman	App. 01/07/13
Courtney Owens	App. 01/07/13
Councilmember Williams	App. 02/04/13
Marcus Hendricks	App. 02/18/13
Dennis Welslo	App. 02/18/13

ZONING BOARD OF APPEALS (ZBA)

[MEETINGS: First Thursday of each month at 6:00 P.M., City Council Chambers]

3 Year Term 7 Members State Law and Ordinance 277

Ruth E. Williams	Dist. 1	Exp. 02/15/19
Clarence Oden, Jr. (VC)	Dist. 2	Exp. 04/03/20
James Cross	Dist. 3	Exp. 07/01/16
Roosevelt Stubbs (S)	Dist. 4	Exp. 08/21/20
Vanola Williams	Dist. 5	Exp. 02/06/20
Norma McDaniel	Dist. 6	Exp. 10/05/18
Tom Michelini		Exp. 04/18/19
Teresa Patton		Exp. 08/06/21
Mac Willis		Exp. 11/05/21

Nankin Transit

[Meetings: Third Thursday of each month at 5:45 p.m., Nankin Transit [Jefferson Barns Community CTR. 32150 Dorsey Westland, MI. 48186]

Mayor Pro-Tem Timothy Williams	Exp. Tenure
Denise Champagne, Community Appointee	Exp. (Appointed in 2009)

2015 Community Development Block Grant Advisory Council (CDBG)

[Meetings: Dates and times are quarterly and locations are various]

Timothy Williams, Council Appointee	Exp. Tenure
Clarence Oden (Alternate)	Exp. Tenure

COMMITTEES FORMED BY COUNCIL RESOLUTIONS

TAX INCREMENT FINANCE AUTHORITY

[MEETINGS: Second Thursday of each month at 6:30 P.M., City Hall Council]

6 Year Term 13 Members Resolution 85-8-331

Connie R. Mitchell	Tenure
Brittni Abiolu	Exp. 6/06/22
Avis Love	Exp. 03/20/23
Rerhi Onomake	Exp. 03/16/21
Dennis Weislow	Exp. 06/07/19
Charmaine Kennedy	Exp. 02/20/21

May 6, 2019

Mary Weislow (Treasurer)
Winnie Nwankwo
Akindele Akinyemi

Exp. 06/06/22
Exp. 05/18/21
Exp. 05/18/21

BROWNFIELD REDEVELOPMENT AUTHORITY

[MEETINGS: Second Tuesday of each month at 5:00 P.M., City Hall Council Chambers]
Terms 1, 2 and 3 years Up to 9 members Resolution 02-9-458

Timothy Williams, City Council Representative	Tenure
Darin Carrington, Treasurer	Tenure
Vacant Community	Tenure
Tonia C. Williams	Exp. 02/20/19
Vacant	Exp. 11/6/20

NOTES:

 Vacancies and/or Expired terms

*Has not taken the oath

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: April 29, 2019

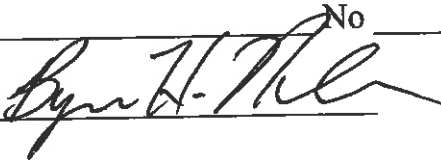
From: David W. Jones, City Attorney Date for Council's Consideration: May 6, 2019

ACTION REQUESTED: Consider request for the Mayor to execute a Quit Claim Deed on behalf of the City of Inkster Economic Development Corporation; regarding 28440 Reynolds St., Inkster, MI 48141.

Current Action _____ Emergency _____ Future x

Funds Budgeted: If Yes _____ Account # _____ No _____ N/A _____

Mayor's Approval



BACKGROUND:

The city council has been asked to pass a resolution to execute a quit claim deed on behalf of the Economic Development Corporation of Inkster to Action Development Inc. for property located at 28440 Reynolds. The quit claim deed is to replace a misplaced deed from 40 years ago. The history of this begins with the deed that transferred ownership of the property to the Economic Development Corporation (EDC). (Attached as "SP-Vesting Deed.") That occurred in March 1978.

There was a lease purchase contract between the EDC and Abtrex Industries. Pursuant to the Lease Purchase Agreement, \$200,000.00 worth of bonds were issued. Upon satisfaction of the bond payments, the property would be transferred to Abtrex. There is no evidence of a deed from the EDC to Abtrex.

Abtrex Industries and Action Development, Inc. are related entities. They have common ownership. In 1996 Abtrex conveyed title to Action via a quit claim deed. The city recognizes Abtrex as the owner and tax payer for the property. Action Development has requested a quit claim deed from the EDC to Action to cure the gap in title.

The Economic Development Corporation of Inkster would normally be the entity to execute the quit claim deed. However, at this time there are not enough members on the Board of the EDC to conduct any business. To cure the defect in title, if the city council passes a resolution authorizing the Mayor to execute the quit claim deed on behalf of the EDC, the issue will be resolved.

For over 40 years, Abtrex/Action has used this property as their own, and the city has treated them as the owner of the property. Action has held the property under a claim of deed since 1996, well past the time to assert a claim of adverse possession. This deed is to correct a gap in the title. Unless there is additional information to indicate otherwise, then the city should cooperate to correct this problem.

SCOPE OF SERVICES:

Upon an affirmative vote of the Council, the City Attorney's office will assist in the execution of the necessary documents for the transfer of title and submit to Abtrex/Action to be recorded with the Wayne County Register of Deeds Office.

JUSTIFICATION:

To allow for the cure in the defect of title for 28440 Reynolds St., Inkster, Michigan 48141.

PROJECT IMPROVEMENTS:

N/A

COSTS:

The parties acknowledge that the current Project Costs do not cause the City to incur any costs.

PROJECTED TIME TABLE:

The Project is scheduled to start immediately upon Council approval.

RESOLUTION:

THEREFORE, BE IT RESOLVED, the Inkster City Council hereby grants authority to Mayor Byron Nolen to execute a quit claim deed on behalf of the Economic Development Corporation for the property at: 28440 Reynolds, Inkster, MI 48141.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

28440 REYNOLDS INKSTER, MI 48141 (Property Address)

Parcel Number: 44 008 02 0027 001 Account Number: 83400



Item 1 of 2

1 Image / 1 Sketch

Property Owner: ABTREX INDUSTRIES**Summary Information**

- > Commercial/Industrial Building Summary
 - Yr Built: 1967
 - # of Buildings: 4
 - Total Sq.Ft.: 42,797
- > Property Tax Information found
- > Assessed Value: \$353,300 | Ta
- > Utility Billing information fou

Owner and Taxpayer Information

Owner	ABTREX INDUSTRIES 28530 REYNOLDS INKSTER, MI 48141	Taxpayer	SEE OWNER INFORMATION
--------------	--	-----------------	-----------------------

General Information for Tax Year 2019

Property Class	INDUSTRIAL - IMPROVED	Unit	44 INKSTER
School District	TAYLOR (INKSTER)	Assessed Value	\$353,300
MAP #	No Data to Display	Taxable Value	\$353,300
TEMP CODE	0	State Equalized Value	\$353,300
USE CODES	Not Available	Date of Last Name Change	11/14/2013
ADJ CODE	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
STATUS CODE	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st
2019	0.0000 %
2018	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV
2018	\$353,300	\$353,300
2017	\$352,600	\$352,600
2016	\$426,700	\$426,700

Land Information

Zoning Code		Total Acres	2.028
Land Value	\$53,004	Land Improvements	\$21,310
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	INDUSTRIAL #2	Mortgage Code	No Data to Display

Lot Dimensions/Comments IRREGULAR

Neighborhood Enterprise
Zone No

Lot(s)	Frontage
Lot 1	304.93 ft
Total Frontage: 304.93 ft	
Average	

Legal Description

25K27A--30A1 PART OF LOTS 27 TO 30 INCL OF DEARBORN ACRES SUB T2SR9E L30 P30 31 WCR DESC AS BEG AT NE COR OF LOT 27 TH D
S78DEG 39M 30S W 304.93FT TH N0 DEG 17M 15S W 251.58FT TH N1DEG 31M 15S W 27FT TH N72DEG 47M 30S E 315.06FT POB DEARBOR
R9E L30 P30, 31 WCR

Land Division Act Information

Date of Last Split/Combine	<i>No Data to Display</i>	Number of Splits Left	0
Date Form Filed	<i>No Data to Display</i>	Unallocated Div.s of Parent	0
Date Created	<i>No Data to Display</i>	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	<i>Not Available</i>
Split Number	0	Courtesy Split	<i>Not Available</i>
Parent Parcel	<i>No Data to Display</i>		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale
01/01/1996	\$1.00	QCD			03-SPLIT NOT ON ROL

****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 he
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.

Copyright © 2019 BS&A Software, Inc.

G299500

LEASE PURCHASE CONTRACT

Lt 20117H284

THE ECONOMIC DEVELOPMENT CORPORATION
OF THE CITY OF INKSTER

AND

ABTREX INDUSTRIES,
A MICHIGAN CO-PARTNERSHIP

G299500

Dated as of March 1st 1978

44p
MAY 16 1978
FORREST E. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

TABLE OF CONTENTS
LEASE PURCHASE CONTRACT

1120117PA285

	<u>Page</u>
I. Definitions	2
II. Issuance of Bonds	6
2.1 Series A Bonds	6
2.2 Bond Purchase or Redemption	7
2.3 Investment of Acquisition Fund	7
III. Acquisition and Completion of Project	7
3.1 Sale and Conveyance of Project to Issuer; Grant of Security Interest in Project to Issuer.	7
3.2 Price and Manner of Payment by Issuer for Project	8
3.3 Disbursements from Acquisition Fund	9
3.4 Obligation of Company to Complete the Project.	10
3.5 Certificate as to Completion	11
3.6 Use of Surplus Bond Proceeds	11
3.7 Company Recovery Under Breach of Warranty	11
IV. Lease of Project, Term, Use, Risk as to Title and Condition, Possession, Quiet Enjoyment, Rentals, Advances	12
4.1 Lease of Project, Term	12
4.2 Use of Project	12
4.3 Company Risk as to Title and Condition	13
4.4 Possession, Quiet Enjoyment	13
4.5 Rent	13
V. Taxes and Other Charges, Administrative Fees and Costs, Indemnification, Insurance	14
5.1 Taxes and Other Charges.	14
5.2 Administrative Fees and Costs	16
5.3 Indemnification	16
5.4 Insurance	16
VI. Maintenance, Remodeling, Company's Machinery and Equipment.	19
6.1 Maintenance and Repair	19
6.2 Remodeling and Improvements	19
6.3 Company's Machinery and Equipment	19

	<u>Page</u>
VII. Damage to Project and Condemnation	20
VIII. Actions Affecting Leasehold Estate	21
8.1 State of Title and Defense Thereof	21
8.2 Assignment to Trustee, Liens by the Issuer	21
8.3 Liens by the Company	22
8.4 Assignment and Subleasing	22
8.5 Substitution and Removal of Machinery and Equipment	23
8.6 Party Walls and Tie-in Facilities and Utilities	23
IX. Further Obligations of the Company	23
9.1 Compliance with Laws	23
9.2 Maintenance of Partnership Existence	23
9.3 Further Assurances	24
9.4 Reports and Access to Project and Records	24
9.5 Warranty as to Character of Project and the Use of Proceeds; Arbitrage Bond Covenant	25
9.6 Warranty as to Costs, Completion Date and Average Life and Estimates thereof	26
9.7 Covenant as to Non-impairment of Tax-Exempt Status	26
X. Obligations of Company Unconditional	26
XI. Events of Default and Remedies	28
11.1 Events of Default	28
11.2 Remedies Upon Event of Default	29
11.3 Payment of Attorneys' Fees and Other Expenses	31
11.4 No Remedy Exclusive	31
11.5 Limitation on Waivers	32
XII. Options and Obligations to Purchase Project	32
12.1 Option to Purchase Project	32
12.2 Obligations to Purchase Project	32
12.3 Notice of Option or Obligation	33
12.4 Purchase Price	34
12.5 Conveyance Upon Purchase of the Project	34
12.6 Relative Position of Option and Assignment	35
XIII. Miscellaneous	35
13.1 Lease Purchase Contract and Security Agreement	35
13.2 Notices	35
13.3 Amendment	36
13.4 Entire Agreement	36
13.5 Binding Effect	36
13.6 Severability	36
13.7 Execution in Counterparts	36
13.8 Captions	37
13.9 Applicable Law	37

LEASE PURCHASE CONTRACT

11201171287

THIS LEASE PURCHASE CONTRACT (the "Contract"), made and entered into as of August 1, 1977, by and between the ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF INKSTER, Michigan, (the "Issuer"), a public corporation organized pursuant to Act No. 338, Public Acts of Michigan, 1974, as amended ("Act No. 338") and ABTREX INDUSTRIES, a Michigan co-partnership (the "Company"),

WITNESSETH:

WHEREAS, the Issuer is authorized by Act No. 338 to acquire necessary machinery, furnishings and equipment for a project as defined in Act No. 338, and to issue revenue bonds to finance part or all of the cost of such acquisition; and

WHEREAS, pursuant to and in accordance with the provisions of Act No. 338, the Issuer proposes to acquire a Project as hereinafter defined and lease the same to the Company, all pursuant to the Contract; and

WHEREAS, the Issuer proposes to finance the cost of acquiring the Project by the issuance of bonds to be paid solely from the net revenues to be derived by the Issuer under the Contract and from the Project, and neither said bonds nor the interest thereon shall ever constitute a general obligation of the Issuer, nor an obligation of any kind of the City of Inkster, Michigan, within the meanings of any constitutional or statutory or charter provision or limitation; and

WHEREAS, it has been determined that the estimated amount necessary to finance the acquisition of the Project, including necessary expenses incidental thereto and to the issuance of the Series A Bond (i.e., the Cost of the Project), will require issuance, sale and delivery of the Series A Bond in the principal amount of \$200,000, which Series A Bond is to be secured in the manner and under the terms and conditions set forth in the Assignment; and

1120117288

WHEREAS, the acquisition and leasing of the Project and the issuance of the Series A Bond, as herein recited and provided, will serve the intended accomplishments and in all respects conform to the provisions and requirements of Act No. 338; and

WHEREAS, the execution and delivery of the Contract under Act No. 338 has been in all respects duly and validly authorized by the Issuer;

NOW, THEREFORE, in consideration of the premises and of the covenants and undertakings herein expressed, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

In addition to the words and terms elsewhere defined in the Contract, the following words and terms as used in the Contract and the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

"Acquisition Fund" shall have the meaning given and assigned to such term in the Bond authorizing Resolution.

"Act No. 338" means the Economic Development Corporations Act of 1974, Act 338, Public Acts of Michigan, 1974, as amended.

"Assignment" means the instrument of the Issuer dated March 1, 1978 assigning its rights in this Lease Purchase Contract to the Purchaser.

"Authorized Company Representative" means any officer or officers of the Company designated from time to time to act on behalf of the Company by written certificate furnished to the Issuer and the Purchaser containing a specimen signature(s) of such person(s) and signed on behalf of the Company by its managing partner.

U20117M289

"Bond" or "Bonds" means the Series A Bond issued pursuant to the Bond Authorizing Resolution.

"Bond Authorizing Resolution" means the resolution adopted by the Issuer authorizing the issuance of the Series A Bond.

"Company" means Abtrex Industries, a Michigan co-partnership, or its successors or assigns, or any surviving, resulting or transferee corporation or other business entity as provided in Section 9.3.

"Company's Address" means Abtrex Industries, a Michigan co-partnership, 98530 Reynolds, Inkster, Michigan, Attention: Treasurer; with a copy to Office of General Counsel.

"Completion Date" means the date of completion of acquisition, construction and equipping of the Project as that date shall be certified as provided in Section 3.5.

"Construction Period" means the period between the beginning of construction or the date on which the Bond is first delivered to the purchaser thereof (whichever is earlier) and the Completion Date.

"Contract" means this Lease Purchase Contract as the same may be amended as provided herein and in Assignment.

"Cost of the Project" shall be deemed to include, (a) obligations of the Issuer or the Company incurred for labor and to contractors, builders and materialmen in connection with the acquisition, construction, modification, remodeling, and installation of the Project; (b) the cost of acquiring necessary land or rights in land and any costs incidental thereto, including costs of assuring title of the Issuer to the Project, and recording fees; (c) the cost of contract bonds and of insurance of all kinds

LI20117A290

that may be required or necessary during the course of construction of the Project which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses of the Issuer and the Company for surveys, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or consequent upon the proper construction of the Project; (e) legal, accounting, financial and printing expenses and fees, and all other expenses incurred in connection with the acquisition of the Project and the issuance of the Bond; (f) all other costs which the Issuer or the Company shall be required to pay, under the terms of any contract or contracts, for the acquisition, construction, modification, remodeling and installation of the Project; and (g) any sums required to reimburse the Issuer or the Company for advances made by either of them for any of the above items, or for any other costs incurred and for work done by either of them (including overhead charges) which are properly chargeable to the Project.

"Counsel" means an attorney at law (who may be counsel to the Issuer or the Company) satisfactory to the Purchaser.

"Default" and "Event of Default" mean those defaults and events of default, respectively, specified and defined in Section 11.1.

"Depository" means the Purchaser acting in the capacity of Depository.

"Engineer" means a professional engineer or engineering firm registered pursuant to the laws of the State of Michigan and who may be in the employ of the Company, chosen by the Company and acceptable to the Purchaser and the Issuer.

"Improvements to the Project" means such additions, improvements, extensions, alterations, relocations, enlargements, expansions, replacements, repairs, modifications or changes as the Company may deem necessary or desirable in, on or to the Project.

LI20117PA291

"Interest Payment Date" means any of the dates required under the Indenture for payment of interest or interest and principal installments of the Bond, i.e., the first day of each month until the Bonds are paid (or provisions made therefor) in accordance with the Bond Authorizing Resolution, the first Interest Payment Date being April 1, 1978.

"Issuer" or "The Economic Development Corporation of the City of Inkster" means The Economic Development Corporation of the City of Inkster, Michigan, or any body corporate succeeding to its rights and obligations under the Contract.

"Issuer's Address" means The Economic Development Corporation of the City of Inkster, City Office Building, Inkster, Michigan, Attention: Secretary of the Board of Directors of the Economic Development Corporation of the City of Inkster.

"Permitted Encumbrances" means and includes (i) liens for taxes or assessments or governmental charges or levies not yet due or delinquent, or which can thereafter be paid without penalty, or which are being contested in good faith in accordance with Section 5.1; (ii) unified inchoate mechanics' and materialmen's liens for construction work in progress, (iii) workmen's, repairmen's, warehousemen's carriers' liens and other similar liens, if any, arising in the ordinary course of business; (iv) all the following, if they do not in the opinion of Counsel individually or in the aggregate materially impair the use of the Project or materially detract from the value thereof to the occupant of the Project, viz: - any easements, restrictions, mineral, oil, gas and mining rights and reservations, zoning laws and defects in title; (v) any lien for the satisfaction and discharge of which a sum of money deemed adequate by the Purchaser is on deposit with the Depository; (vi) liens created by or resulting from any litigation or other proceedings, including liens arising out of judgments or awards against the Company with respect to which the Company is in good faith prosecuting an appeal or proceeding for review; (vii) other liens of a nature comparable to those described in clauses (i) through (vi) above which do not, in the opinion of Counsel, materially impair the use of such property in the operation of the business of the Company or the value of

U20117-292

such property for the purposes of such business; (viii) the rights of the issuer and the security interest in the Project created under the Contract; (ix) the rights of the Purchaser created under the Assignment; and (x) any lien, encumbrance or charge which is subordinate in all respects to the interest of the issuer and the Purchaser.

"Plans" means the plans and specifications for the Project certified by the Authorized Company Representative and on file at the principal office of the Company, as the same may be revised from time to time in accordance with Section 3.4.

"Project" shall mean the industrial building, the site therefor, and machinery and equipment to be installed therein, as set forth in Exhibit A attached hereto, including such modifications thereof, substitutions therefor, and improvements to the Project, and excluding deletions therefrom as shall be made in accordance with the Contract, but not including the Company's own machinery and equipment installed under Section 4.3.

"Purchaser" means Security Bank and Trust of Southgate, Michigan, a Michigan banking corporation, or any successor thereto.

"Purchaser's Address" means Security Bank and Trust, Commercial Loan Department, Security Circle 16333 Trenton Road, Southgate, Michigan 48195.

"Series A Bonds" means the \$200,000 principal amount of The Economic Development Corporation of the City of Inkster, Michigan, Economic Development Limited Obligation Revenue Bond (Abitrex Industries Project), Series A, authorized to be issued by the Bond Authorizing Resolution.

ARTICLE II

ISSUANCE OF BONDS

Section 2.1 Series A Bonds. The Issuer has on or before the execution of the Contract entered into a Bond Purchase Agreement for the sale of the Series A Bond

U20117M293

(which Bond Purchase Agreement has been approved by the Company) and shall, subject to the terms of said Bond Purchase Agreement, issue, sell and deliver the Series A Bond in order to finance the Cost of the Project. The proceeds of the Series A Bond shall be deposited with the Depository as follows: (a) in the Bond Fund, a sum equal to the accrued interest paid by the purchasers of the Series A Bond, and (b) in the Acquisition Fund, to finance the Cost of the Project, the balance of the proceeds to be received from said sale.

Section 2.2 Bond Purchase or Redemption. The Issuer at the request of the Company shall forthwith take all steps as may be necessary under the Bond Authorizing Resolution to effect the earliest possible purchase or redemption of all or part of the then outstanding Bonds as may be specified by the Company.

Section 2.3 Investment of Acquisition Fund and Bond Fund. Any moneys held as a part of the Acquisition Fund or the Bond Fund shall, at the written request of the Company, be invested, reinvested or applied by the Depository in accordance with and subject to the conditions of Section 12 of the Bond Authorizing Resolution.

ARTICLE III

ACQUISITION AND COMPLETION OF PROJECT

Section 3.1 Sale and Conveyance of Project to Issuer; Grant of Security Interest in Project to Issuer. The Issuer shall acquire the Project, free, clear and discharged of all liens, charges and encumbrances, except Permitted Encumbrances, for the price, the amount and the manner of payment of which is provided in Section 3.2. Effective upon the sale and delivery of the Series A Bond the Company shall execute and deliver to the Issuer a warranty deed, bill of sale and an assignment and/or other suitable instruments of conveyance conveying and vesting in the Issuer at that time title to that portion of the Project which has been theretofore acquired, constructed, installed or put in place by the Company and conveying and vesting in the Issuer title to those portions of the Project to be acquired, constructed, installed or put in place by

1120117PA294

the Company subsequent to the sale and delivery of the Series A Bond as the same are acquired, constructed, installed or put in place. Acquisition, construction, installation and placement of the Project by the Company shall be evidenced by the completion certificate referred to in Section 3.5.

Contemporaneously with the delivery of the Contract the Issuer shall assign its rights in, and pledge any moneys receivable under, the Contract (other than taxes and other charges and indemnity and insurance payments to be paid to the Issuer under Article V of this Contract, if any) to the Purchaser as security for the payment of the principal of, premium (if any) and the interest on the Bonds; provided, however, that the Issuer shall reserve the right to enforce in its own name and for its own benefit the obligations of the Company to the Issuer under Article V hereof. The Company acknowledges it has been furnished an executed counterpart of the Assignment. The Issuer will not amend the Assignment without the prior written consent of the Company; provided, however, that it is understood by the Company that the Assignment will be terminated and released if for any reason the Series A Bond is not issued, sold and delivered.

From time to time during the Construction Period the Company will execute and deliver to the Issuer such deeds, bills of sale or other instruments of transfer as may be necessary to vest title to the completed Project in the Issuer, subject only to Permitted Encumbrances. The Company agrees to file or cause to be filed such financing statements, and to record or cause to be recorded such documents, as may be necessary or desirable to perfect, preserve and protect any security interest of the Issuer in the Project and all rights and interest of the Purchaser in, to and under the Contract and in and to all income and revenues derived from the Project by reason of the assignment contemplated by Section 3.2.

Section 3.2 Price and Manner of Payment by Issuer for Project. The Issuer shall pay to the Company as the purchase price for the Project the amount of Bond proceeds in the Acquisition Fund. Said purchase price for the Project shall be paid on

1120117295

behalf of the Issuer by the Purchaser to the Company at the time of the closing so long as there are Bond proceeds in the Acquisition Fund, upon presentation of the certificates of requisition (which shall constitute warranties of the Company to the Issuer and the Purchaser) to which reference is made in Section 3.3. The Issuer shall not be required to pay more than the amount of Bond proceeds in the Acquisition Fund, and the Project shall in any event be conveyed to the Issuer, and the Company shall in any event complete the Project.

Section 3.3 Disbursements by the Company. So long as no Event of Default has occurred and is continuing, the Issuer in the Assignment has authorized the Depository to make payments from the Acquisition Fund to pay the Cost of the Project, upon receipt of a certificate of requisition signed by the Authorized Company Representative (with a copy to the Issuer) stating with respect to each payment to be made: (i) the certificate of requisition number, (ii) the name and address of the person, firm or corporation to whom payment is due, (iii) a description of the Cost of the Project covered by such certificate of requisition, (iv) the amount to be paid, (v) that each obligation mentioned therein has been properly recorded on the Company's books, is a proper charge against the Acquisition Fund, and has not been the basis of any previous withdrawal, (vi) that the cost of the Company of the portion of the Project covered by such certificate of requisition is not less than the amount to be paid to the Company thereunder, (vii) that following the payments requested by the certificate of requisition, there will remain in the Acquisition Fund sufficient funds to complete the Project substantially in accordance with the Plans, (viii) that all deeds and bills of sale necessary to vest title to the portion of the Project covered by such certificate of requisition in the Issuer have been executed and delivered or assigned by the Company to the Issuer, and (ix) that the Company is not in default under the Contract and that nothing has occurred to the knowledge of the Company which prevents the performance of the Company's obligations under the Contract.

The Company shall upon request of the Purchaser provide the Purchaser with (i) sworn statements and waivers of lien (satisfactory in form and substance to the

Purchaser) by contractors, subcontractors and for materialmen on the Project, (ii) an itemization of the Cost of the Project in sufficient detail to evidence the incurring of such Cost for the payment of which application has or is then being made. The Company shall permit the Purchaser and the Issuer, upon request, to audit the records of the Company relating to the Cost of the Project.

Section 5.4 Obligation of Company to Complete the Project. Using to the extent sufficient therefor the net proceeds derived from the issuance and sale of the Series A Bond, and additional funds, to be provided by the Company, the Company shall promptly complete the Project substantially in accordance with the Plans. The Company shall make available to the Issuer or Purchaser a copy of the plans or such other information concerning the Project as the Issuer or Purchaser may reasonably request. The Company may revise the Plans, provided, however, that the Project as modified shall not be materially altered in scope, character or operation, without the prior written consent of the Issuer and the Purchaser, and the expenditure of moneys for the Project as modified is permitted by Act No. 338 and will not impair the exemption of interest on the Bonds from Federal income taxation. Upon request of the Issuer or Purchaser, the Company shall advise the Issuer or Purchaser of all revisions in the Plans and provide opinions of the Engineer and Counsel that such revisions conform with the requirements of this Section.

The Issuer makes no warranty, either express or implied, and offers no assurance that the proceeds derived from the sale of the Bond will be sufficient to pay the entire Cost of the Project, and the Issuer shall not be liable to the Company if for any reason the Project is not completed. In the event moneys in the Acquisition Fund (including moneys from the proceeds of sale of any Additional Bonds) are insufficient to pay the entire Cost of the Project, the Company shall complete the Project and pay the Cost of the Project in excess of the sum of moneys available in the Acquisition Fund. The Company shall not, by reason of the payment of any such portion of the Cost of the Project, be entitled to any reimbursement from the Issuer or the Purchaser in respect thereof or to any diminution or abatement in the rent payable under the Contract. If the Project is not completed the Company shall be obligated to pay all rent required to

U201171297

be paid pursuant to Section 4.5 of the Contract and shall be responsible for all other obligations imposed by the terms hereof upon the Company, it being the intention that all risk of failure to complete the Project shall be assumed by the Company and not the issuer.

Section 3.3 Certificate as to Completion. The Completion Date of the Project and the payment of the entire Cost of the Project shall be evidenced to the Purchaser and the Issuer by a certificate signed by the Authorized Company Representative to the effect that, except for any Cost of the Project not then due and payable, or the liability for payment of which is being contested or disputed by the Company, (i) construction and equipping of the Project has been completed substantially in accordance with the Plans and all Cost of such construction and equipping has been paid, and (ii) all other Cost to be paid from the Acquisition Fund has been paid. Notwithstanding the foregoing such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 3.4 Use of Surplus Bond Proceeds. As soon as practicable and in any event within sixty days from the date of delivery of the completion certificate referred to in Section 3.3, any balance remaining in the Acquisition Fund (other than the amounts retained by the Purchaser for payment of any Cost of the Project not then due and payable or being contested by the Company), herein called "Surplus Bond Proceeds", shall be returned to the Company.

Section 3.5 Company Recovery Under Breach of Warranty. In the event of default of any contractor or subcontractor or supplier under any contract or agreement made by it in connection with the Project or in the event of a breach of warranty with respect to any materials, workmanship or performance or other guaranty, the Company may proceed, either separately or in conjunction with others, to pursue such remedies against the contractor, subcontractor, supplier or other party so in default and against each surety for the performance of such contract or agreement as it may deem

U20117A298

advisable. After notification to the Issuer the Company may prosecute any action or proceeding or take any other action involving such contractor, subcontractor, materialman or other party or surety which the Company deems reasonably necessary, and in such event the Issuer will not unreasonably refuse to cooperate fully with the Company. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing prior to the Completion Date shall be paid into the Acquisition Fund for the Cost of the Project or, if recovered after the Completion Date and the Cost of the Project has been paid or fully provided for, shall be returned to the Company.

ARTICLE IV

LEASE OF PROJECT, TERM, USE, RISKS AS TO TITLE AND CONDITION, POSSESSION, QUIET ENJOYMENT, RENTALS, ADVANCES

Section 4.1 Lease of Project, Term. The Issuer does hereby lease and rent to the Company, and the Company does hereby lease and rent from the Issuer, the Project, in accordance with the provisions of the Contract. The Contract shall become effective upon delivery of the Series A Bond and the Contract shall continue in full force and effect until all of the Bond has been fully paid (or provision made therefor).

Section 4.2 Use of Project. The Company intends to use and occupy the Project during the term of the Contract principally for industrial and/or commercial purposes as determined from time to time by the Company. The Company does not know of any reason why the Project will not be so used and occupied by it in the absence of supervening circumstances not now anticipated by it or beyond its control. Notwithstanding the foregoing, the Company shall have the right to use the Project during the term of the Contract for any lawful purpose which will not affect the validity of the Bonds or impair the exemption of interest on the Bonds from Federal income taxation. The failure or the inability of the Company to use and occupy the Project for its intended purposes shall not in any way abate or reduce the rent payable by the Company to the Issuer under the provisions of the Contract, and shall not be deemed a Default under the Contract in any respect as long as such use does not affect the validity of the Bonds or impair the exemption of interest on the Bonds from Federal income taxation.

Section 4.3 Company Risk as to Title and Condition. The Company is familiar with the existing state of the title of the Project and leases the Project subject to all matters and conditions affecting the same. The Company accepts the Project in its condition on the date hereof and as the same is acquired and constructed and assumes all risks, if any, resulting from any present or future, latent or patent defects therein, or from the failure of the Project to comply with all legal requirements applicable thereto. The Company acknowledges that, except as the same may be contained in any formal instrument of conveyance pertaining to real property, the Issuer has made no representations as to the state of title or condition of the Project or its suitability for the Company's purposes.

Section 4.4 Possession; Quiet Enjoyment. The Company is in possession of the portion of the Project heretofore acquired by it and conveyed to the Issuer pursuant to Section 3.1, and shall have sole and exclusive possession of the Project as it is completed and during the term of the Contract, subject only to such possession by the Issuer of the Project as shall be necessary and convenient for it to undertake its obligations and exercise its rights pursuant to the Contract.

The Issuer covenants that so long as the Company shall promptly pay the rent and all other sums payable by it under the Contract and shall duly and promptly perform and observe all the terms, conditions and agreements herein contained obligatory upon it, the Company shall have and enjoy during the term hereof quiet and undisturbed possession of the Project.

Section 4.5 Rent. During the term of the Contract the Company will pay to the Purchaser for the account of the Issuer as rent no later than the Interest Payment Date (commencing with the First Interest Payment Date) and continuing thereafter until the principal installments of, premium (if any), and interest on the Bond shall have been fully paid (or provision made therefor) a sum sufficient to meet the amount payable on such date as principal and premium, if any (whether at maturity or by redemption or acceleration by declaration or otherwise) and interest upon the Bonds

LI20117PA300

as provided in the Bond authorizing Resolution. The foregoing rent payments shall be paid by the Company directly to the Purchaser in accordance with the Assignment.

ARTICLE V

TAXES AND OTHER CHARGES, ADMINISTRATIVE FEES AND COSTS, INDEMNIFICATION, INSURANCE

Section 5.1 Taxes and Other Charges. The Company shall pay, in addition to the rent required to be paid pursuant to Section 4.5, as the same become due and payable, every lawful cost, expense and obligation of every kind and nature, foreseen or unforeseen, for the payment of which the Issuer or the Company is or shall become liable by reason of its estate or interest in the Project or any portion thereof, by reason of any right or interest of the Issuer or the Company in or under the Contract, or by reason of or in any manner connected with or arising out of the possession, operation, maintenance, alteration, repair, rebuilding, use or occupancy of the Project or any part thereof. The Company shall also pay and discharge, in addition to the rent required to be paid pursuant to Section 4.5, promptly as the same shall become due and payable, all lawful taxes, assessments, whether general or special, and governmental charges of any kind whatsoever, and all applicable interest and penalties thereof, if any, which at any time during the term of the Contract shall be or become due and payable by the Issuer or the Company and which shall be lawfully levied, assessed or imposed:

(I) Upon or with respect to, or shall be or become liens upon, the Project or any portion thereof or any interest of the Issuer or the Company therein or under the Contract;

(II) Upon or with respect to income or profits of the Issuer from the Project or under the Contract;

(III) Upon or with respect to the possession, operation, management, maintenance, alteration, repair, rebuilding, use or occupancy of the Project or any portion thereof, or

201174301

(iv) Upon this transaction or any document to which the Issuer or Company is a party creating or transferring an interest or an estate in the Project;

by any governmental authority, whether federal, state, county, city, municipal, school or otherwise, provided, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Company may pay such assessments or other charges in installments as are required to be paid during the term hereof.

The Company may in good faith contest any such tax, assessment or charge levied by any governmental authority, and in such event may permit such tax, assessment or charge to remain unsatisfied during the period of such action the title of the Issuer to any material part of the Project shall be materially endangered or the Project or any material part thereof shall become subject to imminent loss or forfeiture, in which event such tax, assessment or charge shall be promptly paid. It is the intention of the parties hereto that, insofar as the same may be lawfully done, the Issuer shall be free from all costs, expenses and obligations and all such taxes, assessments and all such other governmental charges, and the Contract shall be deemed to be a "net contract" and the Company shall pay net the rents and other payments required hereunder throughout the term of the Contract.

The Company shall, at its sole cost and expense, procure or cause to be procured any and all necessary building permits, other permits, licenses and other authorizations required for the lawful and proper construction, use, occupation, operation and management of the Project. The Company also agrees to pay or cause to be paid all lawful charges for gas, water, sewer, electricity, light, heat, power, telephone and other utility and service used, rendered or supplied to, upon or in connection with the Project.

Whenever the imposition of a tax, assessment or governmental charge requires the approval, consent, petition or waiver of the property owner, the Issuer will

U20117A302

not approve, consent, petition or waive in connection therewith without the written approval of the Company.

The Company shall furnish to the Issuer promptly upon request proof of the payment of any such tax, assessment or other governmental or similar charge, or any utility charge which is payable by the Company as set forth above.

Section 5.2 Administrative Fees and Costs. The Company shall pay reasonable compensation to the Purchaser for its services as Depository in connection with the Acquisition Bond herein referred to, the duties and services of such Depository being set out in the Bond Authorizing Resolution, and it will pay such Purchaser, in addition, all reasonable counsel fees, taxes and other expenses necessarily incurred by such Purchaser in performing its duties as Depository. The Company shall upon written demand pay out-of-pocket costs of the Issuer properly allocable to its performance of duties under the Contract.

Section 5.3 Indemnification. The Company shall indemnify and hold harmless the Purchaser against any loss, liability or expense incurred without Negligence or bad faith on the part of the Purchaser, its employees, agents or representatives, arising out of or in connection with the acceptance or administration of the Assignment or arising out of or in connection with its duties as Depository pursuant to this Lease Purchase Contract, including the costs and expenses of defense against any such claim of liability.

The Company shall indemnify and hold the Issuer and the City of Inkster harmless of, from and against, any and all claims, damages, demands, expenses, liabilities, losses and taxes (of any character or nature whatsoever regardless of by whom imposed), and losses of every conceivable kind, character and nature whatsoever (including, but not limited to, claims for loss or damage to any property or injury to or death of any person) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with (i)

201171303

the Project, or the condition, occupancy, use, possession, conduct or management of, or any work done in or about, the Project, or from the planning, design, acquisition or construction of the Project or any part thereof, or from the leasing or subletting of the Project or any part thereof, (ii) any act or failure to act by any underwriter, broker, dealer or any other person, firm, corporation or governmental authority, including the issuer, in connection with the offering, sale or delivery of the Bonds and (iii) any act or failure to act, or any covenant, undertaking, warranty or representation, by the issuer in connection with, or in the performance of any obligation under the Contract or relating to the issuance of Bonds. The Company also covenants and agrees, at its expense, to pay, and to indemnify and save the issuer harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. In the event that any action or proceeding is brought against the issuer by reason of any such claim or demand, the Company upon notice from the issuer, covenants to resist and defend such action or proceeding on behalf of the issuer.

The Company also covenants and agrees, at its expense, to pay, and to indemnify the issuer of, from and against, all costs, expenses and charges, including reasonable counsel fees, lawfully incurred in obtaining possession of the Project upon an Event of Default by the Company, or in enforcing any covenant or agreement of the Company contained in the Contract.

Notwithstanding the foregoing, nothing contained in this section shall be construed to indemnify or release the issuer from any liability which it would otherwise have had arising from the wrongful or negligent actions or failure to act on the part of the issuer, its employees, agents or representatives acting in their capacities other than as contemplated by the Contract.

The Company represents that it has sufficient assets and/or insurance policies available to pay any liability loss it becomes obligated to pay. The Company covenants and agrees to defend, indemnify and hold harmless the issuer and Purchaser,

u20117m304

and each of them, from any liability claim, lawsuit or legal proceeding of any kind alleging negligence or willful conduct as the cause for any personal injury or property damage associated with the use of the Project by the Company and from any cost, fees or expenses associated with the investigation and/or defense of such allegations.

Section 6.4 Insurance. The Company will during the term hereof continuously insure the Project against such property risks as are customarily insured against by businesses of like size and type, including, but not limited to loss or damage by fire, with standard extended coverage, vandalism and malicious mischief endorsements. Such insurance for loss or damage to the Project shall be at all times in an amount equal to or exceeding the lesser of the full insurable value of the Project, recognizing that portions of the Project may not be exposed to the aforesaid risks, or an amount necessary to pay, retire and redeem all outstanding Bonds (or make provision thereof). Such insurance policies shall name the Company, the Issuer and the Purchaser as insureds as their interests may appear; provided, however, that all claims on such insurance may be adjusted by the Company only with the insurers, subject to approval of the Purchaser and the Issuer, and all insurance proceeds for loss or damage to the Project shall be payable to the Purchaser to be deposited in the Bond Fund.

All insurance policies required under this Section shall be with insurance companies financially responsible to assume the risks undertaken and may be written with deductible amounts, co-insurance features and exceptions and exclusions comparable to those in similar policies carried by other companies engaged in business similar in size, character and other respects to those in which the Company is engaged. The Company shall deposit with the Purchaser and the Issuer a certificate or certificates of the respective insurers attesting the fact that the required insurance is in force and effect. The Company shall, upon request of the Issuer or Purchaser, furnish copies to the Issuer or Purchaser of the original insurance policies herein required. Such insurance policies shall contain a provision that they are non-cancellable by the insurer except upon thirty days prior written notice to the Company, the Purchaser and the Issuer. At least ten days prior to the expiration or cancellation of any such policy, the

Company will furnish to the Purchaser and the Issuer satisfactory evidence that such policy has been renewed or replaced by another policy or that there is no necessity therefor under the Contract. In lieu of the separate insurance policies above provided, such insurance may be in the form of a blanket insurance policy or policies which cover not only the Project but other properties owned or leased by the Company, which policies may contain comparable deductible amounts, co-insurance features and exceptions and exclusions, to those outlined above.

ARTICLE VI

MAINTENANCE, REMODELING, COMPANY'S MACHINERY AND EQUIPMENT

Section 6.1 Maintenance and Repair. The Company during the term of the Contract shall maintain the Project in good condition, repair and working order at its own expense, and will make or cause to be made from time to time all necessary repairs, renewals and replacements thereof, ordinary wear and tear and obsolescence excepted.

Section 6.2 Remodeling and Improvements. The Company may remodel the Project or make modifications or improvements thereon or thereto from time to time as it, in its discretion, may deem to be desirable for its uses and purposes, provided that such remodeling, modifications or improvements do not materially alter the scope, character or operation of the Project without the prior written consent of the Issuer and the Purchaser, do not impair the exemption of interest on the Bonds from Federal income taxation and are permitted by Act No. 338. The cost of such remodeling, modifications or improvements shall be paid by the Company, and the same shall become a part of the Project and be included under the terms of the Contract.

Section 6.3 Company's Machinery and Equipment. While the Company is not in default hereunder, the Company may from time to time and in its sole discretion and at its own expense install additional machinery and equipment in the Project. All machinery and equipment so installed by the Company shall remain the sole property of

U201174306

the Company (or any third party from whom it may be leased or who shall have provided such machinery and equipment under agreement with the Company reserving title to such third party) in which neither the Issuer, nor the Purchaser shall have any interest except as to any additional preexisting, contemporaneous or subsequent agreement between purchaser and Company and the same may be removed or modified at any time subject to said additional agreements. In the event such removal or modification causes damage to the Project the Company or such third party shall restore or repair such damage at its or their sole expense. If additional machinery and equipment is installed in the Project by the Company or a third party which cannot be readily distinguished from machinery or equipment comprising part of the Project then in such event such items of machinery and equipment shall be and remain identified as such by tags or other symbols affixed thereto or otherwise clearly associated therewith, and any such items of machinery and equipment not so identified shall be presumed to be part of the Project, but such presumption shall not be conclusive.

ARTICLE VII

DAMAGE TO PROJECT AND CONDEMNATION

In the event (1) the Project or any part thereof is damaged or destroyed, or (2) title to or temporary use of the Project or any part thereof is taken in condemnation or by the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Company shall promptly give written notice thereof to the Issuer and the Purchaser. As soon as practicable the Company shall elect in writing to the Issuer and the Purchaser whether to restore the Project (with such modifications as permitted under Section 3.4) or to exercise any option to purchase the Project under Section 12.1. On the basis of such election, (1) the Purchaser shall credit the Company for such sums, or (2) if the Company shall elect to restore the Project, it shall proceed to do so with reasonable dispatch.

201171307

The Issuer shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof. In no event will the Issuer voluntarily settle or consent to the settlement of condemnation proceedings respecting the Project without the written consent of the Company.

ARTICLE VIII

ACTIONS AFFECTING LEASEHOLD ESTATE

Section 8.1 State of Title and Defense Thereof. The Project is leased subject to the existing state of the title thereof on the date hereof and Permitted Encumbrances. The Company shall, at its expense, defend the Issuer's interest in the Project and the Company's right to possession of the Project hereunder. The Issuer shall join in any such proceeding insofar as the same may be required to permit the successful defense thereof, and the Company shall pay the Issuer's reasonable expenses on account of such proceedings, including the legal expenses of the Issuer.

Section 8.2 Assignment to Purchaser, Liens by the Issuer. The Issuer shall assign its rights under and interest in the Contract, and pledge and assign the income and revenues receivable under or pursuant to the Contract (except payments to or for the benefit of the Issuer under Article V) and amounts on deposit from time to time in the Acquisition Fund and income earned from the investment thereof, to the Purchaser pursuant to the Assignment as security for payment of the principal installments of, and interest on the Bond, and such assignment shall entitle the Purchaser to enforce any obligation of the Company under the Contract, provided, however, such Assignment shall be subject to the Contract. The Company hereby consents to such Assignment and agrees to make all payments due or to become due hereunder, to the extent assigned by the Issuer to the Purchaser, directly to the Purchaser.

11201171308

Except as otherwise provided in or contemplated by the Contract, the Issuer shall not sell, assign, transfer, convey or otherwise dispose of the Project or any portion thereof or interest therein during the term of the Contract, nor shall it create or suffer to be created any debt, lien or charge thereon except for Permitted Encumbrances.

Section 8.3 Lien by the Company. The Company shall not create or permit the creation of any lien, encumbrance or charge upon the Project or any part thereof, except Permitted Encumbrances. The Company shall take all steps necessary to discharge and remove any lien, encumbrance or charge other than Permitted Encumbrances. The Company may in good faith contest any lien, encumbrance or charge, and in such event may permit any such lien, encumbrance or charge to remain unsatisfied and undischarged during the period of such contest and any appeal therefrom unless or until in the opinion of Counsel by such action the title of the Issuer to any material part of the Project shall be materially endangered or the Project or any material part thereof shall become subject to imminent loss or forfeiture, in which event such lien, encumbrance or charge shall be promptly paid.

Section 8.4 Assignment and Subleasing. The Company may assign the Contract or sublet the whole or any part of the Project without the consent of the Issuer or the Purchaser if, in the opinion of Counsel selected by the Issuer, the use of the Project by the assignee or sublessee will not affect the validity of the Bonds under Act No. 338 or impair the exemption of interest on the Bonds from Federal income taxation; provided, however, that the Company shall nevertheless remain primarily liable to the Issuer for the payment of all rent and other sums payable by it under and for the full performance of all of the covenants and conditions of the Contract. The Company shall provide a copy of any assignment or sublease to the Issuer and the Purchaser within thirty days after delivery thereof.

11/20117/1309

Section 8.3 Substitution and Removal of Machinery and Equipment.

Except as provided in this Section, machinery and equipment comprising part of the Project shall remain in or near the building comprising the Project and on the site thereof. The Company may from time to time substitute machinery and equipment in the Project, provided that the machinery and equipment so substituted shall be machinery and equipment of equivalent value and utility to that replaced.

Section 8.4 Party Walls and Tie-in Facilities and Utilities. The Company may use buildings comprising part of the Project as party walls for buildings located on land adjacent to the Project and may connect, tie-in or use structures, other facilities comprising the Project to or for the support of other buildings, structures or facilities not comprising part of the Project, provided that such use shall not impair the exemption of interest on the Bonds from federal income taxation and such use in the written opinion of the Engineer to the Issuer and the Purchaser shall not adversely alter the scope, character or operation of the Project and the Company takes such action as may be satisfactory to the Issuer and the Purchaser to assure that the Project will if necessary, be restored to its original condition.

The Company may also tie-in or connect any utility or other similar facilities serving the Project with utility and similar facilities serving land or facilities adjacent to or near the Project; provided, however, that in the written opinion of the Engineer to the Issuer and Purchaser such tie-in or connection shall not adversely alter the scope, character or operation of the Project, shall be so effected as to enable prompt disconnection at minimum expense, and shall comply with any applicable laws, rules or regulations.

ARTICLE IX

FURTHER OBLIGATIONS OF THE COMPANY

Section 9.1 Compliance with Laws. The Company shall, throughout the term of the Contract and at no expense to the Issuer, promptly comply or cause

LI201171310

compliance with all laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities which may be applicable to the Project or to the repair and alterations to the use or manner of use of the Project; provided, however, that such laws, ordinances, orders, rules, regulations and requirements made by the Issuer shall not discriminate against the Company. Notwithstanding the foregoing, the Company shall have the right to contest the legality of any such law, ordinance, order, rule, regulation or requirement as applied to the Project provided that in the opinion of Counsel such contest shall not in any way materially adversely affect or impair the obligations of the Company under the Contract or materially adversely affect or impair the security interest of the Purchaser in the Contract. The Issuer shall not unreasonably refuse to cooperate to the extent necessary with the Company in any such contest, except where the Issuer is an adverse party to the Company. The foregoing shall not constitute a waiver by the Issuer of any civil or criminal remedies otherwise available to the Issuer against the Company.

Section 9.2 Maintenance of Partnership Existence in Michigan. During the term of the Contract the Company shall maintain its existence as a Michigan partnership and shall not dispose of all or substantially all of its assets.

Section 9.3 Further Assurances. The Company shall, on or before the first day of each year, commencing with the first July 1 following the Company's completion of the Project, delivered to the Purchaser an opinion of Counsel that the Contract, the Assignment, all financing statements, continuation statements, notices and other instruments required by applicable law adequately describe the Project, including any improvements to the Project, and have been recorded or filed in such manner and in such place as required by law in order to fully preserve and protect, during the annual period succeeding the date of such opinion, the rights of the Issuer and the Purchaser in the Project and the Contract and all revenues derived therefrom and that the Indenture constitutes a valid first lien on the Project. The Company, with such assistance and

11/201171311

cooperation from the Issuer as the Company may reasonably request, will cause all action necessary to the delivery of such opinion to be taken, including filing such financing statements and continuation statements and preparing and executing such supplements to the Contract, the Assignment, and other instruments as may be necessary for Counsel to render the required opinion.

Section 9.4 Reports and Access to Project and Records. The Company shall, as soon as available and in any event within one hundred twenty days after the close of its fiscal year, cause to be prepared and filed with the Purchaser and the Issuer a balance sheet as of the end of such fiscal year and a statement of income and expenses for such fiscal year of the Company, certified by an independent certified public accountant in conformity with acceptable accounting practice.

The Company agrees that subject to reasonable security and safety regulations and reasonable requirements as to notice the Issuer and the Purchaser and their or either of their respective duly authorized agents shall have the right at all reasonable times to enter the Project and to examine and inspect the same.

Section 9.5 Warranty as to Character of Project and the Use of Proceeds; Arbitrage Bond Covenant. The Company represents and warrants and covenants that the Project constitutes land and property of a character subject to the allowance for depreciation provided by the Internal Revenue Code of 1954, as amended, that substantially all of the proceeds of the Series A Bond will be used for the acquisition and construction of the Project, that the proceeds of the Series A Bond will not be used directly or indirectly to replace funds which were used directly or indirectly to acquire securities or obligations which have produced or may be reasonably expected to produce a yield over the term of the Series A Bond which is materially higher than the yield on the Series A Bond, and will make no use of the proceeds of the Bond, or any other funds which may be deemed to be proceeds of the Bond pursuant to Section 103(c) of the

LI20117PA312

Internal Revenue Code of 1954, as amended, and the applicable regulations thereunder, which, if such use had been reasonably expected on the date of issuance of the Bond, would have caused the Bond to be "arbitrage bonds" within the meaning of such Section and such regulations, and will comply with the requirements of such Section and such regulations throughout the term of the Bond.

Section 9.6 Warranty as to Costs, Completion Date and Average Life and Estimates Thereof. The Company has heretofore supplied the Issuer estimates of the cost of the Project, the completion date of the Project, and periods of usefulness of the Project. The Company hereby warrants that such estimates were made in good faith and are fair, reasonable and realistic.

Section 9.7 Covenant as to Non-Impairment of Tax-Exempt Status. The Company covenants that, notwithstanding any provision of the Contract or the rights of the Company thereunder, it will not take, or permit to be taken on its behalf, any action which would impair the exemption of interest on the Bonds from Federal income taxation, and that it will take such reasonable action as may be necessary to continue such exemption, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exemption. Notwithstanding anything to the contrary contained in this Section 9.7 the Company shall not be considered to be in Default under the Contract by reason of any failure to observe the foregoing covenant in this Section if it shall make provision at the time, under the circumstances and otherwise as provided in the Assignment for payment (or provision therefor) in full of the principal of, and premium, if any, and interest on the Bonds, payable as a result of such failure.

ARTICLE X

OBLIGATIONS OF COMPANY UNCONDITIONAL

The obligations of the Company to make the payments required herein and to perform and observe the other agreements on its part contained herein shall be

absolute and unconditional and shall not be subject to any defense or any right of set-off, counterclaim, or recoupment against the Issuer, the Purchaser or any person. Until such time as the principal installments of and interest and premium, if any, on the Bond shall have been fully paid (or provision made therefor) the Company (i) will not suspend or discontinue, or permit the suspension or discontinuance of, any rental payments provided for in Section 4.5, (ii) will perform and observe all of its other agreements contained in the Contract and (iii) except as provided in Section 12.1, will not terminate the Contract for any cause including without limiting the generality of the foregoing, failure to complete the Project, failure of the Project to comply with the Plans, any defect in the Issuer's title to the Project, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws or administrative rulings of or administrative actions by the United States of America or the State of Michigan or any political subdivision of either, or any failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Contract. This shall not be construed to release the Issuer from the performance of any of its agreements with the Company under the Contract or otherwise; and in the event the Issuer shall fail to perform any such agreement, the Company may institute such action against the Issuer as the Company may deem necessary to compel performance provided that no such action shall (i) violate the agreements on the part of the Company contained in this Section (ii) diminish the rentals required to be paid by the Company pursuant to Section 4.5. The Company may at its own cost and expense and in its own name or in the name of the Issuer, prosecute or defend any action or proceedings or take any other action involving third persons which the Company deems reasonably necessary in order to secure or protect its rights of possession, occupancy or use hereunder, and in such event the Issuer agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Issuer or to join in or bring any such action or proceeding if the Company shall so request.

ARTICLE XI
EVENTS OF DEFAULT AND REMEDIES

20117314

Section 11.1 Events of Default. The following shall be "Events of Default" under the Contract, and the term "Events of Default" shall mean, whenever used in the Contract, any one or more of the following events:

(a) Failure by the Company to pay the rents required to be paid under Section 4.5 at the times specified therein.

(b) Failure by the Company to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of forty-five days after written notice specifying such failure and requesting that it be remedied, given to the Company by the Issuer or the Purchaser; provided, however, that if said Default shall be such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Company within such period and diligently pursued until the Default is corrected.

(c) The dissolution or liquidation of the Company or the filing of the Company of a voluntary petition in bankruptcy or failure by the Company promptly to lift any execution, garnishment or attachment of such consequence as will impair the Company's ability to carry on its operation of the Project, or the commission by the Company of any act of bankruptcy, or adjudication of the Company as a bankrupt, or assignment by the Company for the benefit of its creditors, or the entry by the Company into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Company in any proceeding for its reorganization instituted under the provisions of the federal bankruptcy act, as amended, or under any similar act which may hereafter be enacted.

U20117-315

(d) Default in the payment of principal of, or interest on, any other existing or future indebtedness of the Company for borrowed money in amounts in excess of \$20,000.00, and the continuance of default beyond the period of grace, if any, provided with respect thereto, or default in the performance of any other agreement which (i) results in the acceleration of such indebtedness, or (ii) results in the declaration of default by the lender thereof; provided, however, that the Company may contest in good faith any default or claim of default, and in such event shall provide for bonding adequate to the lender thereof.

The term "Default" shall mean Default by the Company in the performance or observance of any of the covenants, agreements or conditions on its part contained in the Contract, exclusive of any period of grace required to constitute an Event of Default.

Section 11.2 Remedies upon Event of Default. Whenever any Event of Default referred to in Section 11.1 shall have occurred and be continuing, the Issuer, or the Purchaser, as may be authorized under the Bond Authorizing Resolution and Assignment, may take any one or more of the following remedial steps:

(a) May, if the principal and interest accrued on the Bonds shall have been declared immediately due and payable pursuant to the Bond Authorizing Resolution and Assignment, declare all installments of rent payable under Section 4.3 for the remainder of the term of the Contract to be immediately due and payable, whereupon the same shall become immediately due and payable;

(b) May, with the prior written consent of the Purchaser in case of the Issuer, re-enter and take possession of the Project without terminating the Contract and sublease the Project for the account of the Company

LI201177316

holding the Company liable for the difference between the rent and other amounts payable by such sublessee in such subleasing and the rents and other amounts payable by the Company hereunder;

(c) May, with the prior written consent of the Purchaser in the case of the Issuer, terminate the Contract, exclude the Company from possession of the Project and use its best efforts to lease the Project to another for the account of the Company holding the Company liable for all rents and other payments due up to the effective date of such termination;

(d) May have access to and inspect, examine and make copies of the books and records and any and all accounts, data and income tax and other tax returns of the Company only, however, insofar as they relate to the Project or the Event of Default and the remedying thereof;

(e) May take whatever action at law or in equity, including foreclosure proceedings, as may appear necessary or desirable to collect the rent then due and thereafter to become due, or to recover possession of the Project, or to enforce performance and observance of any obligation, agreement or covenant of the Company under the Contract;

(f) May, with the prior written consent of the Purchaser in the case of the Issuer, as deemed necessary from time to time (but shall not be required to) remodel, improve and repair the Project in order to better sublease or re-let the Project and all costs and expenses thereof shall become a debt due by the Company to the Issuer or the Purchaser and the Issuer or the Purchaser shall be entitled to reimbursement from the first revenues or rentals received thereafter from any subleasing or re-letting;

(g) May declare this Contract forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the land, together with additions and accretions thereto, and consider and treat Purchaser as its tenant holding over without permission and may take immediate possession of the land, and Purchaser and each and every other occupant remove and put out. A proper notice of forfeiture, giving Purchaser at least fifteen (15) days to pay any moneys required to be paid hereunder or to cure other material breaches of this Contract, shall be served on Purchaser, as provided by statute, prior to institution of any proceedings to recover possession of the land.

Any amounts collected pursuant to action taken under this Section shall be applied in accordance with the Bond Authorizing Resolution, except amounts collected pursuant to Article V for the benefit of the issuer which shall be paid to and retained by the issuer.

Section 11.3 Payment of Attorneys' Fees and Other Expenses. In the event the Company should default under any of the provisions of the Contract and the issuer, or the Purchaser, or both, should employ attorneys or incur other expenses for the collection of rent or for the enforcement of performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees that it will on demand therefor pay to the issuer or the Purchaser, or both, as the case may be, the reasonable fees of such attorneys and such other reasonable expenses so incurred by the issuer and the Purchaser.

Section 11.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Contract or now or hereafter existing at law or in equity or by statute.

Section 11.5 Limitation on Waivers. No delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article XI, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

In the event any agreement contained in the Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder nor a waiver of the same breach on a future occasion. By reason of the assignment of the Issuer's rights and interest in the Contract to the Purchaser the Issuer shall have no power to waive or release the Company from any Event of Default or the performance or observance of any obligation or condition of the Company under the Contract without prior written consent of the Purchaser.

ARTICLE XII

OPTIONS AND OBLIGATIONS TO PURCHASE PROJECT

Section 12.1 Option to Purchase Project. The Company shall have the option to purchase the Project at any time prior to the full payment of the Bonds for the purchase price specified in Section 12.4.

Section 12.2 Obligations to Purchase Project. The Company shall purchase the Project (a) in the event that the interest on the Bond shall at any time fail to be excludable from gross income under §103(a) of the Internal Revenue Code of 1954, as amended, of the owner of the Bonds (other than an owner who is a "substantial user" or "related person" as such terms are used in Section 103(b) of the Internal Revenue Code of 1954, as amended); (b) at the expiration of the Contract following full payment of the Bonds (or provision therefor); (c) damage or destruction of the Project to such extent (d) that the Project cannot be reasonably restored within nine months to the condition

U20117M319

thereof immediately preceding such damage or destruction, or (f) that the Company is prevented from carrying on normal operation of the Project for a period of nine months; (g) condemnation of the Project or taking by eminent domain of such use of the Project for a period of nine months; (h) constitutional, legislative, judicial or administrative action voiding the Contract or rendering it unenforceable or impossible of performance, or imposing unreasonable burdens in excessive liabilities, including tax liabilities, on the Issuer or the Company; or (i) changes which the Company cannot reasonably control or overcome in the economic availability of energy sources, materials, supplies, labor, equipment and other properties and things necessary for the efficient operation of the Project or technological or other changes which in the judgment of the Company render the continued operation of the Project uneconomic.

Section 12.3 Notice of Option or Obligation. As applicable,

- (a) in the event the Company chooses to exercise the option under Section 12.1; or
- (b) within thirty days following an event causing an obligation to purchase its Project under Section 12.2; or
- (c) not less than thirty but no more than sixty days prior to the expiration of the Contract and the coincident obligation to purchase the Project,

the Company shall give written notice to the Issuer and to the Purchaser, shall specify therein the date of closing such purchase, which date shall be not less than thirty nor more than sixty days from the date such notice is mailed (and in the event of expiration of the Contract shall be such date of expiration), and, in case of a redemption of the Bonds in accordance with the Bond Authorizing Resolution, the Company shall make arrangements satisfactory to the Purchaser for the required notice of redemption.

LI20117PA320

Section 12.4 Purchase Price. The purchase price payable by the Company for the Project upon exercise of its option or obligation to purchase the Project shall be an amount of money (or securities as permitted by the Bond Authorizing Resolution) which, shall be sufficient (i) to retire and redeem at the earliest date permitted under the Bond Authorizing Resolution all the then outstanding Bonds at a redemption price equal to the principal amount thereof and any applicable redemption premium under the Bond Authorizing Resolution, (ii) to pay any interest accruing on such Bonds to maturity or redemption, (iii) to pay all fees and expenses of the Purchaser, paying agents, if any, and the Issuer, accruing through final payment of such Bonds, (iv) all amounts then due or to become due and owing to the Issuer pursuant to the Contract, plus (and in the event of purchase of the Project upon expiration of the Contract only) One Hundred Dollars.

Section 12.5 Conveyance Upon Purchase of the Project. At the Closing of any purchase pursuant to this Section, the Issuer shall upon receipt of the purchase price deliver to the Company documents conveying to the Company good and marketable title to the Project, as such Project then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to the Project was subject when conveyed to the Issuer, (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of its agreements under the Contract; and (iv) if the option to purchase the Project under Section 12.1 is elected by the Company under Article VII as the result of condemnation, the rights and title of the condemning authority. The security interest of the Issuer in the Project shall be discharged upon the payment of the purchase price.

Simultaneously with such closing the Issuer shall assign and transfer to the Company all moneys, receivables, claims and other rights that are or are to become the property of the Issuer hereunder and which relate to or are incident to the ownership of the Project.

11201171321

Section 12.6 Relative Position of Option and Assignment. The option granted to the Company in Section 12.1 shall be and remain prior and superior to the Assignment, and except for termination of the Contract upon Event of Default, may be exercised whether or not the Company is in default hereunder, provided that such Default will not result in nonfulfillment of any condition to the exercise of any such option.

**ARTICLE XIII
MISCELLANEOUS**

Section 13.1 Lease Purchase Contract and Security Agreement. It is the intention of the Issuer and the Company that the Contract shall be treated for all purposes as a lease purchase contract and not a lease. Any reference to rental payments herein shall mean lease purchase payments.

This Contract also constitutes a security agreement under the Uniform Commercial Code. The debtor is the Company, to which inquiries for information should be addressed at the Company's Address, and the Secured Party is the Issuer, to which inquiries for information should be addressed at the Issuer's Address.

Section 13.2 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, return receipt requested, or addressed to the Issuer, the Company or the Purchaser, as the case may be, at the Issuer's Address, the Company's Address or the Purchaser's Address, respectively, or hand delivered to the above at their respective addresses. A duplicate copy of each such notice, certificate or other communication given hereunder to the Issuer, the Company or the Purchaser shall also be given to the others.

U201174322

The Issuer, the Company, and the Purchaser may by notice given hereunder designate any further or different addresses to which subsequent notices, certificates or communications shall be sent.

Section 13.3 Amendment. The Contract may not be amended or terminated without the prior written consent of the Purchaser and no amendment to the Contract shall be binding upon either party hereto until such amendment is reduced to writing and executed and approved by both parties hereto.

Section 13.4 Entire Agreement. The Contract contains all agreements between the parties and there are no other representations, warranties, promises, agreements or understandings, oral, written or inferred, between the parties, unless reference is made thereto in the Contract, the Assignment or the Bond Purchase Agreement mentioned in Section 2.1.

Section 13.5 Binding Effect. The Contract shall be binding upon the parties hereto and upon their respective successors and assigns, and the words "Issuer" and "Company" shall include the parties hereto and their respective successors and assigns and include any gender and singular and plural and individuals, partnerships or corporations.

Section 13.6 Severability. If any clause, provision or section of the Contract be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof.

Section 13.7 Execution in Counterparts. The Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

1120117/1323

Section 13.8 Captions. The captions or headings in the Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of the Contract.

Section 13.9 Applicable Law. The Contract shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be duly executed as of the day and year first above written.

Witnessed by:

THE ECONOMIC DEVELOPMENT
CORPORATION OF THE
CITY OF INKSTER

Carl G. Buzawa
Carl G. Buzawa
David S. Williams
David S. Williams

By Paul W. Lumpkin
Paul W. Lumpkin, Chairman

Attest:

Carl G. Buzawa
Carl G. Buzawa
Betty G. Miller
Betty G. Miller

By David S. Williams
David S. Williams

(SEAL)

DRAFTED BY:
George E. McKean
Dickinson, Wright, McKean,
Cudlip & Moon
300 First National Building
Detroit, Michigan 48226

U201174324

Witnessed by:

ABTREX INDUSTRIES, a Michigan
Corporation

Carl G. Suzawa
Carl G. Suzawa
Donald G. Folk
Donald G. Folk

By Harold L. Byars
Harold L. Byars
Its Managing Partner
Managing Partner

WHEN RECORDED RETURN TO:

Carl G. Suzawa
Dickinson, Wright, McKean,
Cudlip & Moon
600 First National Building
Detroit, Michigan 48226

- 38 -

STATE OF MICHIGAN }
COUNTY OF WAYNE } SS.

U20117A325

I hereby certify that on this day the foregoing instrument by and between The Economic Development Corporation of the City of Inkster (the "Issuer") and Abtrex Industries, a Michigan Co-partnership, was produced to me in my County, and acknowledged before me by Paul W. Lumpkin, Chairman of the Issuer, party thereto, to be the act and deed of the Issuer, by him as its Chairman, thereunto duly authorized, and the Seal of the Issuer as affixed to said instrument was attested and proven before me by David S. Williams, acting as its Secretary.

Given under my hand and Seal of Office this 9th day of March, 1978.

Teresa M. Whittlesey
TERESA M. WHITTLESEY
Notary Public, WAYNE COUNTY, MI

My commission expires: April 9, 1980

(SEAL)

STATE OF MICHIGAN }
COUNTY OF WAYNE } SS.

HAROLD L. BYARS

I hereby certify that on this day the foregoing instrument by and between The Economic Development Corporation of the City of Inkster (the "Issuer") and Abtrex Industries, a Michigan Co-partnership, was produced to me in my County, and acknowledged before me by Harold L. Byars, Managing Partner of said Company, party thereto, to be the act and deed of said Corporation, by him as its Managing Partner, thereunto duly authorized.

Given under my hand and Seal of Office this 9th day of March, 1978.

Teresa M. Whittlesey
TERESA M. WHITTLESEY
Notary Public, WAYNE COUNTY, MI

My commission expires: April 9, 1980

(SEAL)

EXHIBIT A

11201174326

A parcel of land being part of Lots 27, 28, 29 and 30 except South 29.19 feet as measured along Harrison Avenue of Lot 30, Dearborn Acres Subdivision of part of Section 25 and 36, (Nankin Township) City of Inkster, Wayne County, Michigan, according to the plat thereof as recorded in liber 30, pages 30 and 31, Wayne County Records, more particularly described as:

Beginning at the Northeast corner of Lot 27, Dearborn Acres Subdivision, according to the plat thereof as recorded in liber 30, pages 30 and 31, Wayne County Records; thence South 311.81 feet along the West line of Harrison Avenue (66 feet wide) to a point; thence South 78 degrees 39 minutes 30 seconds West 304.93 feet along the North line of Reynolds Avenue (50 feet wide) to a point; thence North 0 degrees 17 minutes 15 seconds West 251.58 feet to a point on the West face of a masonry wall; thence North 1 degrees 31 minutes 15 seconds West 27.0 feet along the West face of a masonry wall to a point on the North line of said Lot 27; thence North 72 degrees 47 minutes 30 seconds East 315.06 feet along the North line of Lot 27 to the point of beginning, containing 2.026 acres of land, more or less.

Together with and subject to a 20 foot easement (measured at right angles) for ingress and egress over, and across that part of Lots 27, 28, 29 and 30, Dearborn Acres Subdivision of part of Sections 25 and 36 (Nankin Township) City of Inkster, Wayne County, Michigan, according to the plat thereof as recorded in liber 30, pages 30 and 31, Wayne County Records and more particularly described as:

Commencing at the Northeast corner of said Lot 27; thence due South along the East line of Lots 27, 28, 29 and 30 (West line of Harrison Avenue-66 feet wide) 311.81 feet to a point on the Northerly line of Reynolds Avenue (50 feet wide as opened); thence South 78 degrees 39 minutes 30 seconds West along the North line of said Reynolds Avenue, 304.93 feet to a point, said point being the intersection of the centerline of said easement with the North line of said Reynolds Avenue and the point of beginning of the Easement herein described; thence South 78 degrees 39 minutes 30 seconds West 10.19 feet to a point; thence North 0 degrees 17 minutes 17 seconds West 245.00 feet to a point; thence North 78 degrees 39 minutes 30 seconds East 20.38 feet to a point; thence South 0 degrees 17 minutes 15 seconds East 245.00 feet to a point on the said Northerly line of Reynolds Avenue; thence South 78 degrees 39 minutes 30 seconds East 10.19 feet to the point of beginning, as disclosed in Easement Agreement dated September 4, 1974 and recorded September 6, 1974 in liber 18909, page 191, Register No. F941439, Wayne County Records.

Located at 28440 Reynolds

82-125315

25h

WARRANTY DEED

WARRANTY DEED FOR CONVEYANCE

G293066

20093PA400

KNOW ALL MEN BY THESE PRESENTS That Jamak, Inc., a Michigan corporation
 whose address is c/o 32nd Floor, 100 Renaissance Center, Detroit,
 Michigan 48243
 Conveys and Warrants to
 Economic Development Corporation of the City of Inkster
 whose street number and postoffice address is
 Inkster, Michigan
 the following described premises situated in the City of Inkster County of Wayne
 and State of Michigan, to-wit:

(See reverse side)

together with all and singular the tenements, hereditaments and appurtenances thereto in anywise appertaining,
 for the sum of Two Hundred Thousand (\$200,000.00) Dollars

subject to existing building and use restrictions, easements and
 zoning ordinances

Dated this 9th day of March 1978

Signed in the presence of

Signed by

Betty H. Gries

JAMAK, INC.

Mary E. Martzolf
 Mary E. Martzolf

Douglas H. West

Attorney-in-fact

STATE OF MICHIGAN
 County of Wayne

The foregoing instrument was acknowledged before me this 9th day of March

1978, by Douglas H. West

(Individual Name(s) and Office(s) Held)

Attorney-in-fact

JAMAK, INC.

(Corporate Name)

Michigan

(State of Incorporation)

Signed on behalf of the corporation

My Commission expires August 10, 1978

Betty H. Gries
Notary Public
Wayne, MichiganNotary Public
Wayne, Michigan

County Treasurer's Certificate

City Treasurer's Certificate

This is to certify that the above described property is not subject to any
 property tax for the year 1977 and estimated
 for 1978.

7302

APR 24 1978

APR 24 1978
 E. T. E. YOUNGBLOOD, Register of Deeds
 WAYNE COUNTY, MICHIGAN 48228

When Recorded Return To

Send Subsequent Tax Due To

Delivered by Douglas H. West

grantee

Business Address
 32nd Floor
 100 Renaissance Center
 Detroit, MI 48228

Tax Paid \$

Recording Fee

Notary Stamp

229.

EDITION WARRANTY AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1960

G293066 MAKE YOUR REAL ESTATE TRANSACTIONS SAFE BY USING BURROUX TITLE INSURANCE

A parcel of land being part of Lots 27, 28, 29 and 30 except South 29.19 feet as measured along Harrison Avenue of Lot 30, Dearborn Acres Subdivision of part of Section 25 and 36, (Nankin Township) City of Inkster, Wayne County, Michigan, according to the plat thereof as recorded in liber 10, pages 30 and 31, Wayne County Records, more particularly described as:

20033-401

Beginning at the Northeast corner of Lot 27, Dearborn Acres Subdivision, according to the plat thereof as recorded in liber 10, pages 30 and 31, Wayne County Records; thence South 311.81 feet along the West line of Harrison Avenue (66 feet wide) to a point; thence South 78 degrees 39 minutes 30 seconds West 104.93 feet along the North line of Reynolds Avenue (50 feet wide) to a point; thence North 0 degrees 17 minutes 15 seconds West 251.58 feet to a point on the West face of a masonry wall; thence North 1 degrees 11 minutes 15 seconds West 27.0 feet along the West face of a masonry wall to a point on the North line of said Lot 27; thence North 72 degrees 47 minutes 30 seconds East 115.06 feet along the North line of Lot 27 to the point of beginning, containing 2.026 acres of land, more or less.

Together with and subject to a 20 foot easement (measured at right angles) for ingress and egress over, and across that part of Lots 27, 28, 29 and 30, Dearborn Acres Subdivision of part of Sections 25 and 36 (Nankin Township) City of Inkster, Wayne County, Michigan, according to the plat thereof as recorded in liber 10, pages 30 and 31, Wayne County Records and more particularly described as:

Commencing at the Northeast corner of said Lot 27; thence due South along the East line of Lots 27, 28, 29 and 30 (West line of Harrison Avenue-66 feet wide) 311.81 feet to a point on the Northerly line of Reynolds Avenue (50 feet wide as opened); thence South 78 degrees 39 minutes 30 seconds West 104.93 feet along the North line of said Reynolds Avenue, said point being the intersection of the centerline of said easement with the North line of said Reynolds Avenue and the point of beginning of the Easement herein described; thence South 78 degrees 39 minutes 30 seconds West 10.19 feet to a point; thence North 0 degrees 17 minutes 15 seconds West 245.00 feet to a point; thence North 78 degrees 39 minutes 30 seconds East 20.38 feet to a point; thence South 0 degrees 17 minutes 15 seconds East 245.00 feet to a point on the said Northerly line of Reynolds Avenue; thence South 78 degrees 39 minutes 30 seconds East 10.19 feet to the point of beginning, as disclosed in Easement Agreement dated September 4, 1974 and recorded September 6, 1974 in Liber 18909, page 191, Register No. 941439, Wayne County Records.

Located at 28440 Reynolds

WARRANTY DEED
BY AND FOR THE
Sole Conveyance

In and to the said parties
given to the following:

1. First, typewritten or other
of public, witnesses and others to
their signatures. CL 1940, Sec. 2
241231.

2. State the address of a
include the street number unless
extremely small and if not, the
address. CL 1940, Sec. 201, Sub. 2
241231.

3. First, typewritten or other
of each person who executed the
upon the face thereof. CL 1940, Sec.
241231.

4. Give the name and date
of the person effecting the recording.
SAS 201a; Stat. Ann. 20122111.

W-10-10-10

WARRANTY DEED
BY AND FOR THE
Sole Conveyance

8-11-1974-CL 1940

BURON

ABSTRACTS OF TITLE
TITLE INSURANCE
W-10-10-10

WHEREAS, the Economic Development Corporation of Inkster became owner of property, known as 28440 Reynolds (the Property) pursuant to a deed dated March 9, 1978, and recorded at Liber 20093 Page 400, Wayne County records. The legal description of the property is attached as Exhibit A to this resolution;

WHEREAS, in March 1978, the Economic Development Corporation of Inkster entered into a lease-purchase contract with Abtrex Industries whereby Abtrex was to lease the property, and ultimately purchase it, from the Economic Development Corporation of Inkster. The lease-purchase contract was recorded at Liber 20117, page 284, Wayne County records;

WHEREAS, the lease-purchase agreement gave Abtrex Industries the option to purchase the property and Abtrex Industries exercised the option to purchase the Property. Abtrex Industries has retained possession and control of the Property since March 1978;

WHEREAS, the Economic Development Corporation of Inkster was required to execute and deliver a deed transferring ownership of 28440 Reynolds to Abtrex Industries upon Abtrex Industries satisfying the conditions to receive title to the Property;

WHEREAS, Abtrex Industries has fulfilled all of the requirements to purchase the Property, but the deed from Economic Development Corporation of Inkster to Abtrex Industries for the Property has been lost or misplaced;

WHEREAS, Abtrex Industries paid all property taxes between 1978 and 1995, and openly owned the Property between 1978 and 1995 without any known claims, issues, actions or complaints from any of the parties with respect to the Property located at 28440 Reynolds;

WHEREAS, on or about January 1, 1996 Abtrex Industries executed a quitclaim deed transferring the Property to Action Development, Inc. The quit claim deed was recorded at Liber 28591, page 742 Wayne County records;

WHEREAS, Action Development has paid all property taxes since 1996, and has leased to Abtrex Industries, an affiliate of Action Development and commonly owned, and has openly owned the property for at least 22 years without any known claims, issues, actions or complaints from any of the parties with respect to the Properties at 28440 Reynolds;

WHEREAS, the City of Inkster's tax rolls indicate that Abtrex Industries is the owner and tax payer for the Property located at 28440 Reynolds;

WHEREAS, the missing deed from Economic Development Corporation of Inkster to Abtrex Industries has created a gap in the chain of title which needs to be corrected; and

WHEREAS, the Economic Development Corporation of Inkster does not currently have the required minimum number of board members as required by Inkster city ordinance Section 32.170, et. seq;

Now therefore be it resolved that:

A Quitclaim deed from the Economic Development Corporation of Inkster to Action Development Inc., in the form attached as exhibit B, shall be executed by the Mayor on behalf of the Economic Development Corporation of Inkster.

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: April 30, 2019

From: Felicia Rutledge, City Clerk

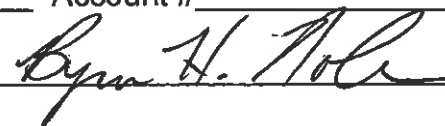
Date for Council Consideration: May 6, 2019

ACTION REQUESTED: Consideration and approval to extend a contract with Midwest Recycling for a recycling program at no cost to the city. The contract will be from July 2, 2019 until July 2, 2024

Current Action ☒ Emergency ☐ Future ☐

Funds Budgeted: If Yes ☐ Account # ☐ No ☐ N/A ☒

Mayor's Approval



BACKGROUND INFORMATION

Founded in 2007, Midwest Recycling, Inc. specializes in the placement and maintenance of 2,000+ bins. Midwest exports goods to a diverse customer base throughout the world. Midwest Recycling is looking to enter in to a contract with the City of Inkster at no cost to provide exclusive drop off clothing bins. (clothing, shoes, and textiles) MIDWEST shall pay the CITY at the rate of .02 dollars/pound of material collected. MIDWEST shall make payment to the CITY on a monthly basis and reconcile the collected pounds of material with the payment.

SCOPE OF SERVICES

MIDWEST shall initially place collection boxes at the locations approved by the CITY. MIDWEST may add collection sites or change the number of boxes at a collection site upon consultation with, and approval of, the City.

JUSTIFICATION

PROJECT OR IMPROVEMENT TASKS

To promote and improve the welfare of the city.

COSTS

MIDWEST shall pay the CITY at the rate of .02 dollars/pound of material collected. MIDWEST shall make payment to the CITY on a monthly basis and reconcile the collected pounds of material with the payment. Recent payment on April 16, 2019 in the amount of \$987.70 was made to the city.

PROJECT TIME TABLE

From July 2, 2019 until July 2, 2024

Contract can be terminated by either party on a 30 day notice.

RESOLUTION

Authorization is hereby given of a contract with Midwest Recycling for a recycling program at no cost to the city.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: April 29, 2019

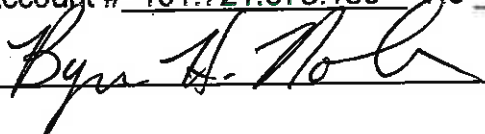
From: Sharde Fleming
Special Projects, Director

Date for Council Consideration: May 1, 2019

ACTION REQUESTED: Consider approval of correcting a clerical error performed by the Michigan Land Bank, and deeding 29230 Carlton (Property I.D. 44008010953000) to James Bush.

Current Action ☒ Emergency ☐ Future ☐

Funds Budgeted: If Yes ☒ Account # 101.721.673.130 No ☐ N/A ☐

Mayor's Approval 

BACKGROUND INFORMATION

The Michigan Land Bank issued two deeds for 29230 Carlton, the first was issued to the City of Inkster in 2006, and the second was issued to James Bush in 2013. Mr. Bush is now looking to sell his property.

SCOPE OF SERVICES

Preparation and execution of purchase agreement, quit claim deed, property transfer affidavit, and recording the deed. It is highly recommended by the Planning Division that the applicant complete a title search of the property.

JUSTIFICATION

The City Assessor's records shows Mr. Bush as the owner of the property since 2012.

PROJECT OR IMPROVEMENT TASK

1. Develop a plan to address the City's current debt and legacy costs.
2. Improve and promote the image of Inkster.

COST

Recording the deed.

RESOLUTION

Authorization is hereby given for of correcting a clerical error performed by the Michigan Land Bank, and deeding 29230 Carlton (Property I.D. 44008010953000) to James Bush subject to the following conditions:

Complete closing on the property within thirty (30) days by paying the cost of recording the deed (\$18.00), entering into a purchase agreement and executing a property transfer affidavit.

Finally, it is highly recommended that the applicant complete a title search of the property.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:

2013 JAN 15 PM 3: 15

Bernard J. Youngblood
Wayne County Register of Deeds

January 17, 2013 03:36 PM

Inst:2013019844 QCD Pages:2

Liber:50420 Page:1089



QUITCLAIM DEED

THE STATE OF MICHIGAN, by the MICHIGAN LAND BANK FAST TRACK AUTHORITY, Grantor, whose address is 300 North Washington Square, Lansing, Michigan, 48913, by authority of MCL 124.757, for Two Thousand and No/100 Dollars (\$2,000.00), paid by James D. Bush, Grantee, a Single Man, whose address is 29230 Carlton, Inkster, Michigan 48141, quitclaims to Grantee the following described real Property (Property) in the City of Inkster, County of Wayne, State of Michigan:

Hyde Park Sub No. 1 - Liber 0, Page

LOT 953 AND THE W 2 FT OF LOT 954 ALSO E 1/2 ADJ VAC ALLEY

44 008 01 0953 000

More commonly known as 29230 Carlton, Inkster, Michigan 48141

Subject to all easements, encumbrances, and restrictions of record, if any, and including the following.

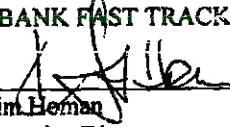
Grantor reserves to the State of Michigan all aboriginal antiquities including mounds, earthworks, forts, burial and village sites, mines, and other relics, on, within, or under the Property, with power to the State of Michigan, and all others acting under its authority, to enter the Property for any purpose related to exploring, excavating, and taking away aboriginal antiquities.

Grantor reserves to the State of Michigan all rights in minerals, coal, oil, and gas (excluding sand, gravel, or clay) on, within, or under the Property, with power to the State of Michigan, and all others acting under its authority, to enter the Property for any purpose related to accessing, exploring, mining, removing, and storing the minerals, coal, oil, and gas.

The Property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right To Farm Act, MCL 286.471 *et seq.*

The terms of this conveyance apply to the administrators, successors, and assigns of the parties.

STATE OF MICHIGAN
LAND BANK FAST TRACK AUTHORITY


By: Kim Homan
Its: Executive Director

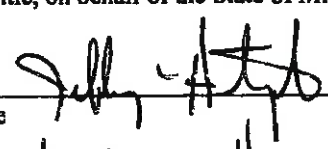
Date: 12/4/12

State of Michigan)
County of Ingham)

This instrument was acknowledged before me on December 4, 2012, by Kim Homan, Executive Director of the Michigan Land Bank Fast Track Authority, a public body corporate and politic, on behalf of the State of Michigan.



Michigan Land Bank
Fast Track Authority


Signature

JEFFREY H. HUNTINGTON
Printed name exactly as it appears on application for commission as a notary public.

Notary Public, State of Michigan, County of Eaton
My commission expires 07/20/2018
Acting in the County of Ingham

This Instrument Drafted By:
Jennifer Lascari, Property Analyst
Michigan Land Bank Fast Track Authority
300 North Washington Square
Lansing, Michigan 48913
(517) 335-8212

After Recording, Return To:
Kim Homan, Executive Director
Michigan Land Bank Fast Track Authority
300 North Washington Square
Lansing, Michigan 48913
(517) 335-8212

THIS INSTRUMENT IS EXEMPTED FROM
THE REAL ESTATE TRANSFER TAX ACT BY MCL 207.505(h)(i)
AND THE STATE REAL ESTATE TRANSFER TAX ACT BY MCL 207.526(h)(i)

60117890 JUL 19'06

Li-45026 Pa-68
206368461 7/19/2006 09:00AM
Bernard J. Youngblood
Wayne Co. Register of Deeds

**AFFIDAVIT OF JURISDICTIONAL TRANSFER OF LAND FROM
THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES TO THE MICHIGAN LAND BANK
FAST TRACK AUTHORITY PURSUANT TO 2003 PA 258**

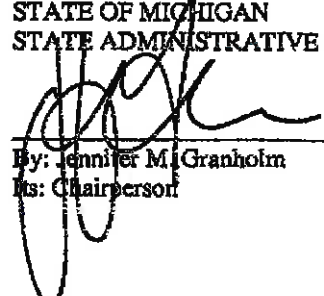
Doc. No. 511541

The State Administrative Board, as authorized by 2003 PA 258 transfers jurisdiction, possession and control of certain tax reverted state owned land, previously under the jurisdiction, possession and control of the Michigan Department of Natural Resources to the Michigan Land Bank Fast Track Authority on this 28th day of MARCH, 2006.

The transferred land is located in Wayne County, Michigan and described in attached Exhibit A, pages 1 through 6.

The information above is true and complete to the best of my knowledge.

STATE OF MICHIGAN
STATE ADMINISTRATIVE BOARD


By: Jennifer M. Granholm
As: Chairperson

State of Michigan)

County of Ingham)

This instrument was acknowledged before me on this 4th day of April, 2006, by Jennifer M. Granholm, Chairperson of the State Administrative Board, on behalf of the State of Michigan.

Signature Sherry A. Hicks

Notary Public, State of Michigan, County of Oakland

My Commission expires: 03/27/08

Acting in the County of Ingham

SHERRY A. HICKS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Mar. 27, 2008
Acting in the County of Ingham

1
K AFF 30 GR 3P4 5 84

The information above is true and complete to the best of my knowledge.

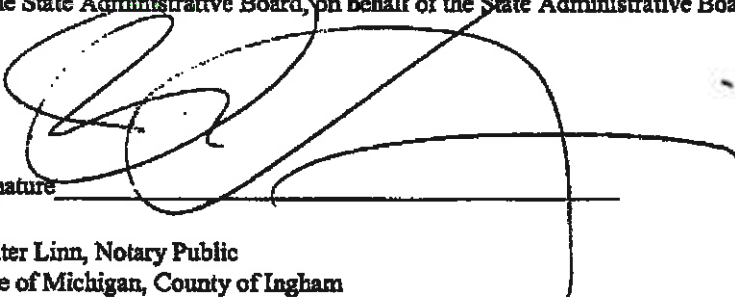
STATE OF MICHIGAN
STATE ADMINISTRATIVE BOARD


By: Sherry Bond
Its: Secretary

State of Michigan)

County of Ingham)

This instrument was acknowledged before me on this 29th day of March, 2006 by Sherry Bond, Secretary of the State Administrative Board, on behalf of the State Administrative Board.

Signature 

Walter Linn, Notary Public
State of Michigan, County of Ingham
My Commission expires: October 10, 2012
Acting in the County of Ingham

This Instrument Was Drafted and Property Legal Description Reviewed By:

Walter Linn
Office of Land and Facilities
Michigan Department of Natural Resources
P.O. Box 30448
Lansing, MI 48909-7948

After Recording, Return To:
Semone M. James
Executive Director, Michigan Land Bank Fast Track Authority
Michigan Department of Labor & Economic Growth
300 North Washington Square
Lansing, MI 48913

This Instrument Is Exempt From Real Estate Transfer Taxes
Pursuant To Section 5(h) of 1966 PA 134, MCL 207.505(h),
and Section 6(h)(i) of 1993 PA 330, MCL 207.526(h)(i).

This Instrument Is Exempt From Recording Fees
Pursuant To Section 7(3) of 2003 PA 258, MCL 124.757(3).

County of Wayne, State of Michigan:
City of Inkster

Assessor's Inkster Plat No. 4 - Liber 64, Page 66

PART OF THE NW 1/4 OF SEC 30 DESCRIBED AS BEG AT A POINT ON THE ELY LINE OF INKSTER RD DISTANT N 1D 57M 42 SEC W 974.96 FT AND N 87D 15M 48 SEC E 60.00 FT FROM THE W 1.4 COR OF SEC 30 PROCEEDING THE N 87D 15M 48 SEC E 126.15 FT TH N 1D 57M 42 SEC W 65.0 FT TH WLY ALONG THE SLY LINE 126.15 FT TO THE ELY LINE OF INKSTER RD TH SLY ALONG SAID LINE 65.0 FT TO THE PLACE OF BEG 0.19 ACRE
44 021 99 0004 000

Burns-Van Alstine Sub. of the S 1/2 of N.E. 1/4 of N.E. 1/4 and the N 1/2 of S.E. 1/4 of N.E. 1/4 of Sec. 36, T.2S. R.9E. Nankin Twp., Wayne Co., Mich. - Liber 60, Page 70
LOT 132 ALSO W 1/2 ADJ VAC ALLEY
44 014 02 0132 000

Lot 150 and S 5 ft of Lot 151 also W 1/2 adj vac alley
44 014 02 0150 000

LOT 131 ALSO W 1/2 ADJ VAC ALLEY
44 014 02 0131 000

Carver Homes - Liber 75, Page 17,19
LOT 46
44 009 03 0046 000

LOT 159
44 009 03 0159 000

LOT 81
44 009 03 0081 000

LOT 4
44 009 03 0004 000

LOT 80
44 009 03 0080 000

Dearborn Acres Subdivision No 2, part of Sections 25 & 36, T2S, R9E, Nankin Township, Wayne County, Michigan - Liber 33, Page 79
LOT 1073
44 009 02 1073 000

LOT 278
44 009 02 0278 000

Lot 290
44 009 02 0290 000

N 40 FT OF THE S 120 FT OF LOT 33
44 009 02 0033 007

LOT 679
44 009 02 0679 000

LOTS 1115 TO 1116 INCL
44 008 02 1115 302

Lot 1074
44 009 02 1074 000

LOT 88 AND ADJ VAC ALLEY 9 FT WIDE
44 009 02 0088 000

LOT 432
44 009 02 0432 000

LOT 287
44 009 02 0287 000

LOT 622
44 009 02 0622 000

LOT 431
44 009 02 0431 000

LOT 44
44 009 02 0044 000

Lot 1054
44 009 02 1054 000

LOT 289
44 009 02 0289 000

LOT 621
44 009 02 0621 000

LOT 1062, 1063, 1064
44 009 02 1062 000

Dearborn Hills Manor being a Subdivision of part of the S.E. 1/4 of Sec. 24, T.2.S. R.9.E., Nankin Twp.,
Wayne Co., Mich. - Liber 52, Page 93

LOT 633
44 006 01 0633 000

Fellrath's Inkster Acres Subdivision - Liber 50, Page 53
W 73 FT OF LOT 52
44 004 01 0052 001

Frank H. Fellrath's Subd. - Liber 33, Page 58
LOTS 252 AND 253 ALSO S 1/2 ADJ VAC ALLEY
44 024 01 0252 000

E 10 FT OF LOT 72 ALSO LOT 73 ALSO N 1/2 ADJ VAC ALLEY
44 024 01 0072 002

Grand View Gardens Subdivision No. 1 of a part of the E. 1/2 of E. 1/2 of Sec. 23 T.2S., R.9E., Nankin
Township, Wayne Co., Michigan - Liber 47, Page 45
LOTS 392 AND 393 EXC THE E 17 FT THEREOF
44 002 01 0392 001

Grand View Gardens Subdivision of the N. 2/3 of the W. 1/2 of S.W. 1/4 Sec. 24, T2S, R9E, Nankin
Township, Wayne Co, Michigan - Liber 45, Page 94
TH W 1/2 OF LOT 241
44 005 01 0241 302

LOT 119 EXC THE W 10 FT THEREOF
44 005 01 0119 001

Greater Dearborn Subdivision, being a subdivision of the N.E. 1/4 of the N.W. 1/4 Section 31 T2S, R10E.
Dearborn Twp., Wayne County, Michigan - Liber 55, Page 62
LOTS 5 AND 6 ALSO N 1/2 OF ADJ VAC ALLEY ALSO ADJ VAC S 25 FT OF CARLYSLE AVE
44 025 01 0005 000

Hannan's Mich Hts. - Liber 53, Page 4
Lot 38
44 021 04 0038 000

Hyde Park Sub No. 1 - Liber 0, Page
LOTS 1279 TO 1283 INCL
44 008 01 1279 000

LOT 953 AND THE W 2 FT OF LOT 954 ALSO E 1/2 ADJ VAC ALLEY
44 008 01 0953 000

Hyde Park Subdivision of part of the E. 1/2 of S.W. 1/4 of Sec. 24 and a part of the E. 1/2 of N.W. 1/4 of
Sec. 25, T2S, R9E, Nankin Twp., Wayne County, Michigan - Liber 51, Page 9

LOT 14
44 005 03 0014 000

LOT 15
44 005 03 0015 000

E 15 FT OF LOT 155 AND THE W 37.50 FT OF LOT 156
44 005 03 0155 002

Inkster Gardens Subdivision No. 1 - Liber 57, Page 93
LOT 730
44 010 04 0730 000

Inkster Gardens Subdivision of the W. 1/2 of N.E. 1/4 Sec. 36 T.2.S., R.9.E., Nankin Township, Wayne
County, Michigan - Liber 48, Page 73
LOT 608 ALSO ADJ VAC ALLEY 9 FT WD
44 014 03 0608 000

LOT 606
44 014 03 0606 000

LOT 577 ALSO ADJ VAC ALLEY 9 FT WD
44 014 03 0577 000

LOT 807 ALSO ADJ VAC ALLEY 9 FT WD
44 014 03 0607 000

Lukaszewicz Dearborn Sub. No. 1 of E. 1/2 of S.W. 1/4 of N.E. 1/4 of Sec. 31, T2S, R10E, Dearborn
Twp., Wayne Co., Mich. - Liber 58, Page 98
LOT 336 ALSO S 1/2 ADJ VAC ALLEY
44 024 03 0336 000

Rob't M. Grindley's Subdivision No. 10 of Little Farms of part of the S.W. 1/4 of the S.E. 1/4 of Section 30 and part of the N.W. 1/4 of the N.E. 1/4 of Section 31, T2S. R10E, Dearborn Twp., Wayne Co., Mich. - Liber 39, Page 70
W 35 FT OF LOT 259
44 023 01 0259 002

LOT 284
44 023 01 0284 300

E 70 FT OF LOT 259
44 023 01 0259 001

Rougelvania Subdivision No. 1, a subdivision of part of the S.E. 1/4 of the N.E. 1/4 of Sec. 31, T. 2 S., R. 10 E., Dearborn Twp., Wayne Co., Mich. - Liber 54, Page 81
LOT 263 ALSO E 1/2 ADJ VAC ALLEY
44 024 02 0263 000

Lot 266 also E 1/2 adj vac alley
44 024 02 0266 000

Sonk Subdn - Liber 53, Page 70
LOT 150
44 007 07 0150 000

LOT 135
44 007 07 0135 000

Steinhauers Acre Farms Subdn. #1 - Liber 47, Page 47
LOT 49
44 003 05 0049 000

Van Alstine Boulevard - Liber 55, Page 4
N 20 FT OF LOT 101 ALSO LOT 102 ALSO W 1/2 ADJ VAC ALLEY
44 014 01 0101 002

LOT 57 ALSO E 1/2 ADJ VAC ALLEY
44 014 01 0047 000

Watsonia Park Subdivision No. 2 - Liber 55, Page 9
W 30.0 FT OF LOT 2129 ALSO N 1/2 OF ADJ VAC ALLEY
44 025 02 2129 001

LOT 2127 ALSO N 1/2 ADJ VAC ALLEY
44 025 02 2127 000

LOT 2070 ALSO S 1/2 ADJ VAC ALLEY
44 025 02 2070 000

LOT 2066 ALSO S 1/2 ADJ VAC ALLEY
44 025 02 2066 000

LOT 1918 ALSO S 1/2 ADJ VAC ALLEY
44 025 02 1918 000

West Dearborn Subdivision - Liber 50, Page 32

LOT 6

44 010 01 0006 000

LOT 5

44 010 01 0005 000

LOT 15

44 010 01 0015 000

Westwood Heights Subdivision - Liber 63, Page 2

S 10 FT OF LOT 75 AND THE N 30 FT OF LOT 76

44 010 03 0075 002

Westwood Subdivision of J.W. Daly Farm, being part of Lots 5, 6 & 7 Smalley's Sub. of the N.E. 1/4 & E. 1/2 of N.W. 1/4 of Sec. 30, T2S, R10E, Dearborn Twp., lying South of Michigan Avenue, Wayne Co., Michigan - Liber 41, Page 19

LOT 312 ALSO S 1/2 ADJ VAC ALLEY

44 020 02 0312 000

LOT 311 ALSO S 1/2 ADJ VAC ALLEY

44 020 02 0311 000

Lot 336 also N 1/2 adj vac alley

44 020 02 0336 000

Lot 335 also N 1/2 adj vac alley

44 020 02 0335 000

Westwood Subdivision of Van Alstine Farm Sec. 30 T.2S. R.10E. Dearborn Twp., Wayne Co., Mich. - Liber 40, Page 29,30

LOT 877

44 022 01 0877 000

LOT 763 ALSO N 1/2 ADJ VAC ALLEY

44 022 01 0763 000

LOT 654 ALSO S 1/2 ADJ VAC ALLEY

44 022 01 0654 000

LOT 541 ALSO S 1/2 ADJ VAC ALLEY

44 022 01 0541 000

LOT 465 ALSO S 1/2 ADJ VAC ALLEY

44 022 01 0465 000

LOT 408 ALSO N 1/2 ADJ VAC ALLEY

44 022 01 0408 000

LOT 279 ALSO S 1/2 ADJ VAC ALLEY

44 022 01 0279 000

Lot 759 also N 1/2 adj vac alley

44 022 01 0759 000

Lot 583 also N 1/2 adj vac alley

44 022 01 0583 000

Lot 563 also S 1/2 adj vac alley
44 022 01 0563 000

Lot 506 also N 1/2 adj vac alley
44 022 01 0506 000

Wolverine Tractor Subdivision of part of the East 1/2 of Section 25 lying South of the Michigan Central
Railroad, Nankin Twp. T.2S. R5E. Wayne Co., Mich. - Liber 38, Page 34
W 4.89 FT OF THE N 55 FT OF LOT 573 ALSO THE N 55 FT OF LOTS 574 TO 577 INCL
44 010 06 0573 002

W 101 FT OF LOT 37
44 010 06 0037 001

W 1/2 OF LOT 39
44 010 06 0039 002

LOTS 212 AND 213 ALSO W 1/2 ADJ VAC ALLEY
44 010 06 0212 000

LOT 733
44 010 06 0733 000

LOT 158
44 010 06 0158 000

Lot 235 and adj vac N 14.50 ft of Carlisle Ave
44 010 06 0235 000

Yale Daly Heights Sub - Liber 71, Page 29
LOT 24
44 023 06 0024 000

LOT 18
44 023 06 0018 000

LI-45626 PR-75

03417764 AUG 13 2004

LI-41108 Pa-481
204433234 8/13/2004
Bernard J. Youngblood
Wayne Co. Register of Deeds

Michigan Department of Treasury, LPS
465 (4-87) Formerly L-2349

STATE TREASURER DEED

Issued under authority of Section 211.67a, MCL.

188195

This deed is exempt from Real Estate
Transfer Tax and State Real Estate
Transfer Tax under MCL sections 207.505
(H) and 207.526 (H)(I) respectively

On this 7th of May, 2002 the grantor, Jay B. Rising, State Treasurer, State of Michigan, 430 W. Allegan St., Lansing, Michigan 48922, by his authorized representative S. Amamath, quit-claims the following described property to the State of Michigan, whose address is, Department of Natural Resources, Office of Land & Facilities, P.O. Box 30448, Lansing, Michigan 48909-7948.

Title became absolute in the State of Michigan by court decree of the Circuit Court of the County named below and nonredemption from the 2001 tax sale within the statutory period. Under section 67a of P.A. 206 of 1893, as amended, the grantor, for and in consideration of the premises, conveys to the grantee, State of Michigan, the following:

WAYNE County, State of Michigan.

Township of Brownstown SN25
SABOL SUB L56 P02
W 58 FT OF LOTS 29 AND 30 ALSO E 1/2 ADJ VAC ALLEY
70 023 01 0029 001

Township of Brownstown SN26
SABOL SUB L56 P02
W 58 FT OF LOT 31 ALSO E 1/2 ADJ VAC ALLEY
70 023 01 0031 001

Township of Brownstown SN27
SABOL SUB L56 P02
W 58 FT OF LOT 32 ALSO E 1/2 ADJ VAC ALLEY
70 023 01 0032 001

Continued on next page

Witnesses:

Alison Henderson
Alison Henderson

Monica Feldpausch
Monica Feldpausch

Jay B. Rising, State Treasurer

By:

S. Amamath

Drafted by Monica Feldpausch
Local Property Services Division
Treasury Building
Lansing, Michigan 48922

STATE OF MICHIGAN)
) SS
County of Ingham)

On this 18th day of June, 2004, the foregoing instrument was acknowledged before me by S. Amamath, authorized representative of the State Treasurer.

My commission expires October 19, 2006

Wendy Shuster
Wendy Shuster, Notary Public, Shiawassee County, Acting in Ingham

SD 79.00 158.pgs

Michigan Department of Treasury, LPS

STATE TREASURER DEED

Issued under authority of Section 211.87a, MCL.

WAYNE**188295****Attachment**

City of Inkster SN4462
HYDE PARK SUB L51 P9
E 15 FT OF LOT 155 AND THE W 37.50 FT OF LOT 156
44 005 03 0155 002

City of Inkster SN4481
DEARBORN HILLS MANOR L52 P93
LOT 308
44 006 01 0308 000

City of Inkster SN4500
DEARBORN HILLS MANOR L52 P93
LOT 633
44 006 01 0633 000

City of Inkster SN4507
SONK SUB L53 P70
LOT 135
44 007 07 0135 000

City of Inkster SN4511
SONK SUB L53 P70
LOT 150
44 007 07 0150 000

City of Inkster SN4512
HYDE PARK SUB NO 1 L57 P23-24
LOTS 850 TO 854 INCL
44 008 01 0850 000

City of Inkster SN4513
HYDE PARK SUB NO 1 L57 P23-24
LOT 953 AND THE W 2 FT OF LOT 954 ALSO E 1/2 ADJ VAC ALLEY
44 008 01 0953 000

City of Inkster SN4517
HYDE PARK SUB NO 1 L57 P23-24
LOTS 1279 TO 1283 INCL
44 008 01 1279 000

City of Inkster SN4527
DEARBORN ACRES SUB NO 2 L33 P79
N 40 FT OF THE S 120 FT OF LOT 33
44 009 02 0033 007

Wayne County Register of Deeds

International Center Building
400 Monroe Street - 6th Floor
Detroit, Michigan 48226-2925
(313) 224-5850



FOREST E. YOUNGBLOOD
REGISTER
PATRICIA IRVING CMEK
DEPUTY

Liber-38126

Page-2485

99148111

4/14/1999

02:46PM F.E. Youngblood, U.C. Reg. of Deeds

RECEIPT AND CERTIFICATE OF REDEMPTION

94.00 REDEMPTION FEE

FOREST E. YOUNGBLOOD, REGISTER OF DEEDS

WAYNE COUNTY, MI

RECORDED

HERBERT TAN

LAND RECORDS DIVISION

17.00 DEED

RECORDED

RAYMOND OLIVER

LAND RECORDS DIVISION

17.00 DEED

RECORDED

RAYMOND OLIVER

LAND RECORDS DIVISION

17.00 DEED

RECORDED

RAYMOND OLIVER

LAND RECORDS DIVISION

17.00 DEED

RECORDED

RAYMOND OLIVER

I, FOREST E. YOUNGBLOOD, REGISTER OF DEEDS, do hereby acknowledge receipt from:
Wayne, State of Michigan, do hereby acknowledge receipt from:

RONALD BOGUSZEWSKI

on behalf of the Mortgagor, the Mortgagor's heirs, Executors or Administrators, or any person lawfully claiming from or under the Mortgagor or them, (MCL 600.3240), the sum of:

TWENTY-ONE THOUSAND, THREE HUNDRED SIXTY-NINE DOLLARS AND EIGHTY-FOUR CENTS.

being the amount tendered for the Redemption of a certain

SHERIFF'S DEED, 98176484

PAGE 4182

dated APRIL 22, 1998

and recorded in LIBER 29856

of Deeds, Wayne County Records, and covering property known and described as follows:

CITY OF INKSTER, WEST 2 FEET OF LOT 954 AND LOT 953, EXCEPTING

LOT 953, HYDE PARK SUBDIVISION NUMBER 1 AS RECORDED IN LIBER 57

PAGE 23 AND PAGE 24 OF PLATS, WAYNE COUNTY RECORDS.

C/K/A: 29230 CAYLTON, INKSTER, MICHIGAN 48141

008 01 0953 000

DATE: APRIL 14, 1999

RETURN TO: JAMES BUSH
29230 CAYLTON
INKSTER, MI. 48141

CHRISTINE F. GAMBER

By *Christine F. Gamber*
Forest E. Youngblood, Register of Deeds

WAYNE COUNTY, MI

RECORDED

17.00 DEED

RECORDED

RAYMOND OLIVER

LAND RECORDS DIVISION

17.00 DEED

RECORDED

RAYMOND OLIVER

LAND RECORDS DIVISION

17.00 DEED

RECORDED

RAYMOND OLIVER

LAND RECORDS DIVISION

17.00 DEED

RECORDED

RAYMOND OLIVER

LAND RECORDS DIVISION

17.00 DEED

RECORDED

RAYMOND OLIVER

LAND RECORDS DIVISION

17.00 DEED

RECORDED

RAYMOND OLIVER

LAND RECORDS DIVISION

17.00 DEED

RECORDED

RAYMOND OLIVER

LAND RECORDS DIVISION

17.00 DEED

RECORDED

RAYMOND OLIVER

LAND RECORDS DIVISION

17.00 DEED

RECORDED

MAY 06 1998

STATE OF MICHIGAN
REAL ESTATE
TRANSFER TAX

FILE DO NOT MAIL

422.00 TRANSFER TAX COUNTY
\$16.00 DEED
\$4.00 REDEMPTION
\$20.00 SHERIFF'S REDEMPTION FEES
FURST E. YOUNGER, DEPUTY SHERIFF
WAYNE COUNTY, MI

Libert-29856

SHERIFF'S DEED ON MORTGAGE SALE

Johnelle E. Lytle

This Indenture Made the 22nd day of April A.D. 1998, between, Johnelle E. Lytle, Sheriff in and for Wayne County, Michigan, party of the first part, and LARS ERIC PATTERSON, JR., party of the second part (hereinafter called the grantee),

WITNESSETH, That Whereas, Ronald Boguszewski and Barbara A. Boguszewski, his wife, (Original Mortgagee) made a certain mortgage to FIRST FEDERAL OF MICHIGAN, the operating name of Citicorp One Bank, FSB, formerly known as First Federal of Michigan formerly known as First Federal Savings and Loan Association of Detroit (hereinafter called the mortgagee), which was duly recorded in the office of the Register of Deeds in and for said Wayne County in Liber 17814 of County Records on Page 109, and

WHEREAS, said mortgage contained a power of sale which has become operative by reason of a default in the condition of said mortgage, and

WHEREAS, by virtue of said power of sale, and pursuant to the statute of the State of Michigan in such case made and provided, a notice was duly published and a copy thereof was duly posted in a conspicuous place upon the premises described in said mortgage, that the said premises, or some part of them, would be sold on the 15th day of April A.D. 1998 (said date being the date of the foreclosure sale) at the Jefferson Avenue entrance to the City County Building in Detroit, Michigan, that being the place of holding the Clark Cook, A.M., in the forenoon, on the day last aforesaid, expose for sale at public venue the said lands and tenements hereinafter described, and on such sale did settle off and sell the said lands and tenements to the grantee for the sum of Twenty thousand and no/100 (\$20,000.00), that being the highest bid therefor and the grantee being the highest bidder, and

WHEREAS, said lands and tenements are situated in the, CITY OF INKSTER, Wayne County, Michigan, more particularly described as follows:

West 2 feet of Lot 854 and Lot 853, as plat, excepting therefrom the East 1/2 of the wested alley adjacent to the West line of Lot 853, Hyde Park Subdivision Number 1 of parts of the Southwest 1/4 of Section 23, the Southwest 1/4 of Southwest 1/4 of Section 24, the West 1/2 of Northwest 1/4 of Section 25, the East 1/2 of East 1/2 of Section 26, Town 2 South, Range 8 East, North Township, Wayne County Michigan, as recorded in Liber 57, Page 23 and Page 24 of Plats, Wayne County Records.

Property Tax Parcel ID 008-01-0853-000

29330 CARLTON, INKSTER, MI 48141

Now, this Indenture Witnesseth, That I, the Deputy Sheriff aforesaid, by virtue of and pursuant to the statute in such case made and provided, and in consideration of the sum of money so paid as aforesaid, have granted, conveyed, bargained and sold, and by this deed do grant, convey, bargain and sell unto the grantee, its successors and assigns, forever, all the estate, right, title and interest which the said mortgagee(s) had in said land and tenements and every part thereof, on the 22nd day of April A.D. 1971, that being the date of said mortgage, or at any time thereafter, To Have and to hold the said lands and tenements and every part thereof to the said grantee, its successors and assigns forever, to their sole and only use, benefit and behoof forever, as fully and absolutely as I, the Deputy Sheriff aforesaid, under the authority aforesaid, might, could or ought to say the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this day and first above written.

Deputy Sheriff in and for the County of Wayne

Johnelle E. Lytle

Signed, Sealed and Delivered in the Presence of
Johnelle E. Lytle
STATE OF MICHIGAN
COUNTY OF WAYNE

On this 22nd day of April A.D. 1998, before me, a Notary Public in and for said County of Wayne came a Deputy Sheriff of said County, known to me to be the individual described in and who executed the above conveyance, and who acknowledged that he executed the same to be his free act and deed as such Deputy Sheriff.

Notary Public, Wayne County, Michigan
My Commission expires August 1, 2000
My Commission begins 12/12/90

THIS INSTRUMENT IS EXEMPT FROM MICHIGAN TRANSFER TAX UNDER MCL 207.528 (u)
THIS INSTRUMENT IS EXEMPT FROM COUNTY TRANSFER TAX UNDER MCL 207.565 (4)(d)
Recorded on Wayne County Records
In Liber Wayne County Records Pages Wayne County Records

REGISTER # Wayne County Records

BUSH CHARTER 67834-0

FHA 381-383165-235

T&T # 88106863

\$22.00 Fee

2 SHL 16 1/2 4pg S 255 (u) MD

2002

71be7-29856

Suban Koen

being duly sworn, deposes and says that a notice, a true copy of which is

annexed hereto, was published in the Great Over-Cent
be filed in by affidavit, a newspaper printed and circulated in said State and
County, of

March 12, 19, 28, April 2, 9

A.D. 1938, and that _____ she is the principal clerk of the printers of said newspaper and knows the facts stated herein.

Page-4183.0

Susan Moen

Subscribed and sworn to before me this

Answer

9th day of
AD. 19 98

Sharon D. Adler My Commission Expires Nancy Papp, Oakland County, MI
 _____ Acting in Wayne My Commission Expires July 4, 2008

Acting in Wayne

(Amidavi of Posing)

STATE OF MICHIGAN

५५

COUNTY OF WAYNE

Terry Harbert

23rd
A.D. 19 98 he posted a

notice, a true copy of which is annexed hereto, in a conspicuous place upon the premises described in said notice by attaching the same in a secure manner to the front door frame

Subscribed and sworn to before me this 24th day of March AD 1996

24th
APR 18 98

Notary Public, ~~WYOMING~~ **WYOMING** County, Michigan

SHERRIE B. GLIMM Commission expires

~~Notes: Pyralis; Oshland County, MI~~

Acting in Wayne County, MI

CONFIDENTIAL EXPERIMENT: Feb, 5, 2010

Transmittal File No. 96105853 FH-A

Sherriff's Deed recorded on **in Liber**

Pages _____ (Register # _____)

LIBER-29856 Pa9e-4184.0

SS,
State of Michigan
County of Oakland

Depoenti further states that this affidavit is made for the purpose of preserving a record and clearing the by virtue of the Soldier's and Sailors Civil Relief Act of 1940 as amended.

ELLEN L. COON
Subscribed and sworn to before me this 22nd day of April A.D. 1998
Ellen L. Coon
Alba L. D'Acquisto

My Commission expires 03/15/2002

Pages _____, **Wayne County Records.**

Registralor _____.

(Affidavit of Auctioneer)
STATE OF MICHIGAN
ss.
COUNTY OF WAYNE

Johanna E. Lyke

was in all respects open and fair, and that the due notice on said sold lands and improvements to said bidders, which purchased the said lands and improvements fairly and in good faith, as diplomat Verdy Develers.

Witnessed E. Lytle

Subscribed and sworn to before me this 22nd day of April A.D. 1998

Michael M. Mason
Notary Public, Washtenaw County, Michigan

My commission expires
MICHAEL R. GANER
Notary Public, Wayne County, Michigan
My Commission Expires 12/12/00

STATE OF MICHIGAN
86.
COUNTY OF WAYNE

I DO HEREBY CERTIFY, That the within Sheriff's Deed will become operative at the expiration of 12 months from the date of such sale, unless sooner abandoned in accordance with 1948C1, 600, 324-12, in which case the redemption period shall be 30 days from the date of such sale, unless reprieved according to the law, in such case made and provided.

Mark L. Deth Deputy Sheriff for

Circle 12 on 1988
FIRST FIDELITY OF MICHIGAN the
opening move of Chester
One star, FSB
FOR INFORMATION, PLEASE CALL:
(810) 462-4002
TROY & THOM, P.C.
Attn: Robert J. Troy
First Fidelity of Michigan the opening
move of Chester One Bank, FSB
130150 Telegraph Rd., Ste. 300
Bloomington, MI 48305
The first move is
March 12 - April 9, 1988

PREPARED BY: Eileen L. Coon
Trotz & Trotz, P.C.
30150 Telegraph Road
Suite 100
Elginham Farms, Michigan 48029
File # 96105063

LI 64-29856

60184161 NOV 07 '08

Li-45551 Pa-1277
206532303 11/07/2006 09:00AM
Bernard J. Younsblood
Wayne Co. Registrar of Deeds

QUITCLAIM DEED

THE STATE OF MICHIGAN, by the MICHIGAN LAND BANK FAST TRACK AUTHORITY, Grantor, whose address is Michigan Department of Labor & Economic Growth, Michigan Land Bank Fast Track Authority, 300 North Washington Square, Lansing, Michigan, 48913, by authority of MCL 124.751 et seq., and 2003 PA 258, for the sum of Twenty Five and No/100 Dollars (\$25.00), paid by City of Inkster, Grantee, a Municipal Corporation, whose address is, 2121 Inkster Road, Inkster, Michigan 48141, QUITCLAIMS to Grantee the following described Real Property (Property) in the City of Inkster, County of Wayne, State of Michigan:

See Exhibit "A" for Property Description

Subject to the exceptions, reservations and encumbrances set forth below, if any. Subject to all easements and restrictions and rights of way of record including the following:

If Grantee fails to demolish then develop (build a home on each and every parcel and have in-hand an occupancy permit for each home) all the property in Exhibit A by 5:00 p.m., eighteen months from the date of this signed quitclaim deed, Grantor may re-enter each parcel that is not developed. If Grantee or any successor grantee fails to promptly surrender possession of any parcel to Grantor, the Attorney General may bring an action to quiet title to and regain possession of the property. Grantor shall be entitled to any and all improvements on the property and shall not be liable to reimburse any party for the cost of any improvements.

The Property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right To Farm Act, MCL 286.471 et seq.

The terms of this conveyance apply to the administrators, successors, and assigns of the parties.

QCD 51 GR IS POS E(A)S (K) NO REVENUE ATTACHED

60184161 NOV 07 '08

Li-45551

Pa-1278

STATE OF MICHIGAN
Land Bank Fast Track Authority

By: *Semone M. James*
Semone M. James
Its: Executive Director

Date: 10-19-2006

STATE OF MICHIGAN)
COUNTY OF INGHAM) ss

The instrument was acknowledged before me this 19 day of OCTOBER, 2006 by Semone M. James, Executive Director of the Michigan Land Bank Fast Track Authority, a public body corporate and politic, on behalf of the State of Michigan.



Michigan Land Bank
Fast Track Authority

Jeffrey M. Huntington
Signature
JEFFREY M HUNTINGTON
Printed name exactly as it appears on notary public certificate of appointment
Notary Public, State of Michigan, County of EATON
My commission expires 07/20/2012
Acting in the County of INGHAM

This Instrument Drafted By:
Jeff Huntington, Property Analyst
Michigan Land Bank Fast Track Authority
(517) 335-2095

Legal Description Reviewed By:
Brandon Wilcox
Michigan Land Bank Fast Track Authority
(517) 241-4659

After Recording, Return To:
Michigan Land Bank Fast Track Authority
Semone M. James, Executive Director
300 North Washington Square
Lansing, Michigan 48913

THIS INSTRUMENT IS EXEMPT FROM THE REAL ESTATE TRANSFER TAX ACT
IMPOSED BY MCL 207.505(h) AND THE REAL ESTATE TRANSFER TAX ACT
IMPOSED BY MCL 207.526(h). THIS INSTRUMENT MAY BE RECORDED WITH THE
REGISTER OF DEEDS OFFICE IN THE COUNTY IN WHICH THE PROPERTY IS
LOCATED WITHOUT PAYMENT OF A FEE PURSUANT TO MCL 124.757(3).

EXHIBIT "A"

County of Wayne, State of Michigan:
City of Inkster

Burns-Van Alstine Sub. of the S 1/2 of N.E. 1/4 of N.E. 1/4 and the N 1/2 of S.E. 1/4 of N.E. 1/4 of Sec. 36, T.2S. R.9E. Nankin Twp., Wayne Co., Mich. - Liber 60, Page 70
Lot 150 and S 5 ft of Lot 151 also W 1/2 adj vac alley
44 014 02 0150 000

LOT 131 ALSO W 1/2 ADJ VAC ALLEY
44 014 02 0131 000

Carver Homes - Liber 75, Page 17,19
LOT 46
44 009 03 0046 000

Dearborn Acres Subdivision No 2, part of Sections 25 & 36, T2S, R9E, Nankin Township, Wayne County, Michigan - Liber 33, Page 79
N 40 FT OF THE S 120 FT OF LOT 33
44 009 02 0033 007

Frank H. Fellrath's Subd. - Liber 33, Page 58
LOTS 252 AND 253 ALSO S 1/2 ADJ VAC ALLEY
44 024 01 0252 000

E 10 FT OF LOT 72 ALSO LOT 73 ALSO N 1/2 ADJ VAC ALLEY
44 024 01 0072 002

Grand View Gardens Subdivision No. 1 of a part of the E. 1/2 of E. 1/2 of Sec. 23 T.2S., R.9E., Nankin Township, Wayne Co., Michigan - Liber 47, Page 45
LOTS 392 AND 393 EXC THE E 17 FT THEREOF
44 002 01 0392 001

Greater Dearborn Subdivision, being a subdivision of the N.E. 1/4 of the N.W. 1/4 Section 31 T2S, R10E. Dearborn Twp., Wayne County, Michigan - Liber 55, Page 62
LOTS 5 AND 6 ALSO N 1/2 OF ADJ VAC ALLEY ALSO ADJ VAC S 25 FT OF CARLYSLE AVE
44 025 01 0005 000

Inkster Gardens Subdivision of the W. 1/2 of N.E. 1/4 Sec. 36 T.2S., R.9E., Nankin Township, Wayne County, Michigan - Liber 48, Page 73
LOT 577 ALSO ADJ VAC ALLEY 9 FT WD
44 014 03 0577 000

Lukaszewicz Dearborn Sub. No. 1 of E. 1/2 of S.W. 1/4 of N.E. 1/4 of Sec. 31, T2S, R10E, Dearborn Twp., Wayne Co., Mich. - Liber 58, Page 98
LOT 336 ALSO S 1/2 ADJ VAC ALLEY
44 024 03 0336 000

Robt M. Grindley's Subdivision No. 10 of Little Farms of part of the S.W. 1/4 of the S.E. 1/4 of Section 30 and part of the N.W. 1/4 of the N.E. 1/4 of Section 31, T2S, R10E, Dearborn Twp., Wayne Co., Mich. - Liber 39, Page 70
W 35 FT OF LOT 259
44 023 01 0259 002

E 70 FT OF LOT 259
44 023 01 0259 001

Van Alstine Boulevard - Liber 55, Page 4
LOT 57 ALSO E 1/2 ADJ VAC ALLEY
44 014 01 0047 000

Watsonia Park Subdivision No. 2 - Liber 55, Page 9
LOT 2127 ALSO N 1/2 ADJ VAC ALLEY
44 025 02 2127 000

LOT 2086 ALSO S 1/2 ADJ VAC ALLEY
44 025 02 2086 000

Westwood Heights Subdivision - Liber 63, Page 2
S 10 FT OF LOT 75 AND THE N 30 FT OF LOT 76
44 010 03 0075 002

Westwood Subdivision of J.W. Daly Farm, being part of Lots 5, 6 & 7 Smalley's Sub. of the N.E. 1/4 & E. 1/2 of N.W. 1/4 of Sec. 30, T2S, R10E, Dearborn Twp., lying South of Michigan Avenue, Wayne Co., Michigan - Liber 41, Page 19
LOT 312 ALSO S 1/2 ADJ VAC ALLEY
44 020 02 0312 000

LOT 311 ALSO S 1/2 ADJ VAC ALLEY
44 020 02 0311 000

Westwood Subdivision of Van Alstine Farm Sec. 30 T.2S. R.10E. Dearborn Twp., Wayne Co., Mich. - Liber 40, Page 29,30
LOT 763 ALSO N 1/2 ADJ VAC ALLEY
44 022 01 0763 000

LOT 654 ALSO S 1/2 ADJ VAC ALLEY
44 022 01 0654 000

LOT 465 ALSO S 1/2 ADJ VAC ALLEY
44 022 01 0465 000

Lot 759 also N 1/2 adj vac alley
44 022 01 0759 000

Wolverine Tractor Subdivision of part of the East 1/2 of Section 25 lying South of the Michigan Central Railroad,
Nankin Twp. T.2S. R5E. Wayne Co., Mich. - Liber 38, Page 34
Lot 235 and adj vac N 14.50 ft of Carlisle Ave
44 010 06 0235 000

Yale Daly Heights Sub - Liber 71, Page 29
LOT 24
44 023 06 0024 000

LOT 18
44 023 06 0018 000

LAND BANK FAST TRACK ACT
Act 258 of 2003

AN ACT to provide for the creation of land bank fast track authorities to assist governmental entities in the assembly and clearance of title to property in a coordinated manner; to facilitate the use and development of certain property; to promote economic growth; to prescribe the powers and duties of certain authorities; to provide for the creation and appointment of boards to govern land bank fast track authorities and to prescribe their powers and duties; to authorize the acquisition, maintenance, and disposal of interests in real and personal property; to authorize the conveyance of certain properties to a land bank fast track authority; to authorize the enforcement of tax liens and the clearing or quieting of title by a land bank fast track authority; to provide for the distribution and use of revenues collected or received by a land bank fast track authority; to prescribe powers and duties of certain public entities and state and local officers and agencies; to authorize the transfer and acceptance of property in lieu of taxes and the release of tax liens; to exempt property, income, and operations of a land bank fast track authority from tax; to extend protections against certain liabilities to a land bank fast track authority; and to repeal acts and parts of acts.

History: 2003, Act 258, Imd. Eff. Jan. 3, 2004.

The People of the State of Michigan enact:

CHAPTER 1
GENERAL PROVISIONS

124.751 Short title.

Sec. 1. This act shall be known and may be cited as the "land bank fast track act".

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

124.752 Legislative findings.

Sec. 2. The legislature finds that there exists in this state a continuing need to strengthen and revitalize the economy of this state and local units of government in this state and that it is in the best interests of this state and local units of government in this state to assemble or dispose of public property, including tax reverted property, in a coordinated manner to foster the development of that property and to promote economic growth in this state and local units of government in this state. It is declared to be a valid public purpose for a land bank fast track authority created under this act to acquire, assemble, dispose of, and quiet title to property under this act. It is further declared to be a valid public purpose for a land bank fast track authority created under this act to provide for the financing of the acquisition, assembly, disposition, and quieting of title to property, and for a land bank fast track authority to exercise other powers granted to a land bank fast track authority under this act. The legislature finds that a land bank fast track authority created under this act and powers conferred by this act constitute a necessary program and serve a necessary public purpose.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

124.753 Definitions.

Sec. 3. As used in this act:

(a) "Authority" means a land bank fast track authority created under section 15, section 23(4), or section 23(5).

(b) "Authority board" means the board of directors of the state authority appointed under section 16.

(c) "Casino" means a casino regulated by this state under the Michigan gaming control and revenue act, the Initiated Law of 1996, MCL 432.201 to 432.226, or a casino at which gaming is conducted under the Indian gaming regulatory act, Public Law 100-497, 102 Stat. 2467, and all property associated or affiliated with the operation of the casino, including, but not limited to, a parking lot, hotel, motel, or retail store.

(d) "County authority" means a county land bank fast track authority created by a county foreclosing governmental unit under section 23(4).

(e) "Department" means the department of labor and economic growth, a principal department of state government created by section 225 of the executive organization act of 1965, 1965 PA 380, MCL 16.325, and renamed by Executive Order No. 1996-2, MCL 445.2001, and by Executive Order No. 2003-18.

(f) "Foreclosing governmental unit" means that term as defined in section 78 of the general property tax act, 1893 PA 206, MCL 211.78.

(g) "Fund" means the land bank fast track fund created in section 18.

interest in that property, including, but not limited to, future installments of special assessments, liens recorded by this state, or restrictions imposed under the natural resources and environmental protection act, 1994 PA 451, MCL 324.101 to 324.90106, easements or rights-of-way, private deed restrictions, security interests and mortgages, or tax liens of other taxing jurisdictions or a foreclosing governmental unit that does not consent to a release of their liens.

(6) A tax lien against property held by or under the control of an authority may be released at any time by 1 or more of the following:

(a) The governing body of a local unit of government with respect to a lien held by the local unit of government.

(b) The governing body of any other taxing jurisdiction other than this state with respect to a lien held by the taxing jurisdiction.

(c) A foreclosing governmental unit with respect to a tax lien or right to collect a tax held by the foreclosing governmental unit.

(d) The state treasurer with respect to a tax lien securing the state education tax under the state education tax act, 1993 PA 331, MCL 211.901 to 211.906.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

124.757 Disposition of property by authority; inventory and classification of property; title status and suitability for use; recording property transfer.

Sec. 7. (1) Except as an authority otherwise agrees by intergovernmental agreement or otherwise, on terms and conditions, and in a manner and for an amount of consideration an authority considers proper, fair, and valuable, including for no monetary consideration, the authority may convey, sell, transfer, exchange, lease as lessor, or otherwise dispose of property or rights or interests in property in which the authority holds a legal interest to any public or private person for value determined by the authority. If the department of environmental quality determines that conditions on a property transferred to an authority under section 78m(15) of the general property tax act, 1893 PA 206, MCL 211.78m, represent an acute threat to public health, safety, and welfare, or to the environment, the authority shall not convey, sell, transfer, exchange, lease, or otherwise dispose of the property until after a determination by the department of environmental quality that the acute threat has been eliminated and that conveyance, sale, transfer, exchange, lease, or other disposal of the property by the authority will not interfere with any response activities by the department. The transfer and use of property under this section and the exercise by the authority of powers and duties under this act shall be considered a necessary public purpose and for the benefit of the public.

(2) All property held by an authority shall be inventoried and classified by the authority according to title status and suitability for use.

(3) A document, including, but not limited to, a deed, evidencing the transfer under this act of 1 or more parcels of property to an authority by this state or a political subdivision of this state may be recorded with the register of deeds office in the county in which the property is located without the payment of a fee.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

124.758 Receipt of tax, penalty, or interest payments; return to local tax collecting unit; retention of proceeds.

Sec. 8. (1) Money received by an authority as payment of taxes, penalties, or interest, or from the redemption or sale of property subject to a tax lien of any taxing unit shall be returned to the local tax collecting unit in which the property is located for distribution on a pro rata basis to the appropriate taxing units in an amount equal to delinquent taxes, penalties, and interest owed on the property, if any.

(2) Except as otherwise provided in this act, as required by other law, as required under the provisions of a deed, or as an authority otherwise agrees, any proceeds received by the authority may be retained by the authority for the purposes of this act.

History: 2003, Act 258, Imd. Eff. Jan. 5, 2004.

124.759 Expedited quiet title and foreclosure action; procedure.

Sec. 9. (1) An authority may initiate an expedited quiet title and foreclosure action under this section to quiet title to real property held by the authority or interests in tax reverted property held by the authority by recording with the register of deeds in the county in which the property subject to expedited quiet title and foreclosure is located a notice of pending expedited quiet title and foreclosure action in a form prescribed by the department of treasury. The notice shall include a legal description of the property, the street address of the property if available, the name, address, and telephone number of the authority, a statement that the property is subject to expedited quiet title proceedings and foreclosure under this act, and a statement that any

60117890 JUL 19 06

Inkster

Li-45551

Pa-1284

Li-45026

Pa-68

206368461 7/19/2006 09:00AM

Bernard J. Youngblood

Wayne Co. Register of Deeds

**AFFIDAVIT OF JURISDICTIONAL TRANSFER OF LAND FROM
THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES TO THE MICHIGAN LAND BANK
FAST TRACK AUTHORITY PURSUANT TO 2003 PA 258**

Doc. No. 511541

The State Administrative Board, as authorized by 2003 PA 258 transfers jurisdiction, possession and control of certain tax reverted state owned land, previously under the jurisdiction, possession and control of the Michigan Department of Natural Resources to the Michigan Land Bank Fast Track Authority on this 28th day of MARCH, 2006.

The transferred land is located in Wayne County, Michigan and described in attached Exhibit A, pages 1 through 6.

The information above is true and complete to the best of my knowledge.

STATE OF MICHIGAN
STATE ADMINISTRATIVE BOARD

By: Jennifer M. Granholm
As: Chairperson

State of Michigan)

County of Ingham)

This instrument was acknowledged before me on this 4th day of April, 2006, by Jennifer M. Granholm, Chairperson of the State Administrative Board, on behalf of the State of Michigan.

Signature

Notary Public, State of Michigan, County of Oakland

My Commission expires: 03/27/08

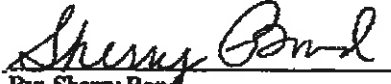
Acting in the County of Ingham

SHERRY A. HICKS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Mar. 27, 2008
Acting in the County of Ingham

1
K AFF 30 GR 8P4 S (2)

The information above is true and complete to the best of my knowledge.

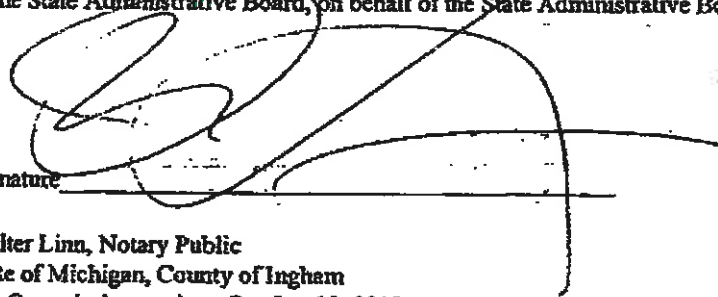
STATE OF MICHIGAN
STATE ADMINISTRATIVE BOARD


By: Sherry Bond
Its: Secretary

State of Michigan)

County of Ingham)

This instrument was acknowledged before me on this 29th day of March, 2006 by Sherry Bond, Secretary of the State Administrative Board, on behalf of the State Administrative Board.

Signature 

Walter Linn, Notary Public
State of Michigan, County of Ingham
My Commission expires: October 10, 2012
Acting in the County of Ingham

This Instrument Was Drafted and Property Legal Description Reviewed By:

Walter Linn
Office of Land and Facilities
Michigan Department of Natural Resources
P.O. Box 30448
Lansing, MI 48909-7948

After Recording, Return To:
Semone M. James
Executive Director, Michigan Land Bank Fast Track Authority
Michigan Department of Labor & Economic Growth
300 North Washington Square
Lansing, MI 48913

**This Instrument Is Exempt From Real Estate Transfer Taxes
Pursuant To Section 5(h) of 1966 PA 134, MCL 207.505(h),
and Section 6(h)(i) of 1993 PA 330, MCL 207.526(h)(i).**

**This Instrument Is Exempt From Recording Fees
Pursuant To Section 7(3) of 2003 PA 258, MCL 124.757(3).**

County of Wayne, State of Michigan:
City of Inkster

Assessor's Inkster Plat No. 4 - Liber 64, Page 66

PART OF THE NW 1/4 OF SEC 30 DESCRIBED AS BEG AT A POINT ON THE ELY LINE OF INKSTER RD DISTANT N 1D 57M 42 SEC W 974.96 FT AND N 87D 15M 48 SEC E 60.00 FT FROM THE W 1.4 COR OF SEC 30 PROCEEDING THE N 87D 15M 48 SEC E 126.15 FT TH N 1D 57M 42 SEC W 65.0 FT TH WLY ALONG THE SLY LINE 126.15 FT TO THE ELY LINE OF INKSTER RD TH SLY ALONG SAID LINE 65.0 FT TO THE PLACE OF BEG 0.19 ACRE
44 021 99 0004 000

Burns-Van Alstine Sub. of the S 1/2 of N.E. 1/4 of N.E. 1/4 and the N 1/2 of S.E. 1/4 of N.E. 1/4 of Sec. 36, T.2S. R.9E. Nankin Twp., Wayne Co., Mich. - Liber 60, Page 70
LOT 132 ALSO W 1/2 ADJ VAC ALLEY
44 014 02 0132 000

Lot 150 and S 5 ft of Lot 151 also W 1/2 adj vac alley
44 014 02 0150 000

LOT 131 ALSO W 1/2 ADJ VAC ALLEY
44 014 02 0131 000

Carver Homes - Liber 75, Page 17,19
LOT 46
44 009 03 0046 000

LOT 159
44 009 03 0159 000

LOT 81
44 009 03 0081 000

LOT 4
44 009 03 0004 000

LOT 80
44 009 03 0080 000

Dearborn Acres Subdivision No 2, part of Sections 25 & 36, T2S, R9E, Nankin Township, Wayne County, Michigan - Liber 33, Page 79
LOT 1073
44 009 02 1073 000

LOT 278
44 009 02 0278 000

Lot 290
44 009 02 0290 000

N 40 FT OF THE S 120 FT OF LOT 33
44 009 02 0033 007

LOT 679
44 009 02 0679 000

LOTS 1115 TO 1116 INCL
44 009 02 1115 302

Lot 1074
44 009 02 1074 000

LOT 88 AND ADJ VAC ALLEY 9 FT WIDE
44 009 02 0088 000

LOT 432
44 009 02 0432 000

LOT 287
44 009 02 0287 000

LOT 622
44 009 02 0622 000

LOT 431
44 009 02 0431 000

LOT 44
44 009 02 0044 000

Lot 1054
44 009 02 1054 000

LOT 289
44 009 02 0289 000

LOT 621
44 009 02 0621 000

LOT 1062, 1063, 1064
44 009 02 1062 000

Dearborn Hills Manor being a Subdivision of part of the S.E. 1/4 of Sec. 24, T.2.S. R.9.E., Nankin Twp.,
Wayne Co., Mich. - Liber 52, Page 93

LOT 633
44 006 01 0633 000

Fellrath's Inkster Acres Subdivision - Liber 50, Page 53
W 73 FT OF LOT 52
44 004 01 0052 001

Frank H. Fellrath's Subd. - Liber 33, Page 58
LOTS 252 AND 253 ALSO S 1/2 ADJ VAC ALLEY
44 024 01 0252 000

E 10 FT OF LOT 72 ALSO LOT 73 ALSO N 1/2 ADJ VAC ALLEY
44 024 01 0072 002

Grand View Gardens Subdivision No. 1 of a part of the E. 1/2 of E. 1/2 of Sec. 23 T.2S., R.9E., Nankin
Township, Wayne Co., Michigan - Liber 47, Page 45
LOTS 392 AND 393 EXC THE E 17 FT THEREOF
44 002 01 0392 001

Grand View Gardens Subdivision of the N. 2/3 of the W. 1/2 of S.W. 1/4 Sec. 24, T2S, R9E, Nankin
Township, Wayne Co, Michigan - Liber 45, Page 94
TH W 1/2 OF LOT 241
44 005 01 0241 302

LOT 119 EXC THE W 10 FT THEREOF
44 005 01 0119 001

Greater Dearborn Subdivision, being a subdivision of the N.E. 1/4 of the N.W. 1/4 Section 31 T2S, R10E.
Dearborn Twp., Wayne County, Michigan - Liber 55, Page 62
LOTS 5 AND 6 ALSO N 1/2 OF ADJ VAC ALLEY ALSO ADJ VAC S 25 FT OF CARLYSLE AVE
44 025 01 0005 000

Hannan's Mich Hts. - Liber 53, Page 4
Lot 38
44 021 04 0038 000

Hyde Park Sub No. 1 - Liber 0, Page
LOTS 1279 TO 1283 INCL
44 008 01 1279 000

LOT 953 AND THE W 2 FT OF LOT 954 ALSO E 1/2 ADJ VAC ALLEY
44 008 01 0953 000

Hyde Park Subdivision of part of the E. 1/2 of S.W. 1/4 of Sec. 24 and a part of the E. 1/2 of N.W. 1/4 of
Sec. 25, T2S, R9E, Nankin Twp., Wayne County, Michigan - Liber 51, Page 9

LOT 14
44 005 03 0014 000

LOT 15
44 005 03 0015 000

E 15 FT OF LOT 155 AND THE W 37.50 FT OF LOT 156
44 005 03 0155 002

Inkster Gardens Subdivision No. 1 - Liber 57, Page 93
LOT 730
44 010 04 0730 000

Inkster Gardens Subdivision of the W. 1/2 of N.E. 1/4 Sec. 36 T.2.S., R.9.E., Nankin Township, Wayne
County, Michigan - Liber 48, Page 73
LOT 608 ALSO ADJ VAC ALLEY 9 FT WD
44 014 03 0608 000

LOT 606
44 014 03 0606 000

LOT 577 ALSO ADJ VAC ALLEY 9 FT WD
44 014 03 0577 000

LOT 607 ALSO ADJ VAC ALLEY 9 FT WD
44 014 03 0607 000

Lukaszewicz Dearborn Sub. No. 1 of E. 1/2 of S.W. 1/4 of N.E. 1/4 of Sec. 31, T2S, R10E, Dearborn
Twp., Wayne Co., Mich. - Liber 58, Page 98
LOT 336 ALSO S 1/2 ADJ VAC ALLEY
44 024 03 0336 000

Rob't M. Grindley's Subdivision No. 10 of Little Farms of part of the S.W. 1/4 of the S.E. 1/4 of Section 30 and part of the N.W. 1/4 of the N.E. 1/4 of Section 31, T2S. R10E, Dearborn Twp., Wayne Co., Mich. - Liber 39, Page 70
W 35 FT OF LOT 259
44 023 01 0259 002

LOT 284
44 023 01 0284 300

E 70 FT OF LOT 259
44 023 01 0259 001

Roughevania Subdivision No. 1, a subdivision of part of the S.E. 1/4 of the N.E. 1/4 of Sec. 31, T. 2 S., R. 10 E., Dearborn Twp., Wayne Co., Mich. - Liber 54, Page 81
LOT 263 ALSO E 1/2 ADJ VAC ALLEY
44 024 02 0263 000

Lot 266 also E 1/2 adj vac alley
44 024 02 0266 000

Sonk Subdn - Liber 53, Page 70
LOT 150
44 007 07 0150 000

LOT 135
44 007 07 0135 000

Steinhauers Acre Farms Subdn. #1 - Liber 47, Page 47
LOT 49
44 003 05 0049 000

Van Aistine Boulevard - Liber 55, Page 4
N 20 FT OF LOT 101 ALSO LOT 102 ALSO W 1/2 ADJ VAC ALLEY
44 014 01 0101 002

LOT 57 ALSO E 1/2 ADJ VAC ALLEY
44 014 01 0047 000

Watsonia Park Subdivision No. 2 - Liber 55, Page 9
W 30.0 FT OF LOT 2129 ALSO N 1/2 OF ADJ VAC ALLEY
44 025 02 2129 001

LOT 2127 ALSO N 1/2 ADJ VAC ALLEY
44 025 02 2127 000

LOT 2070 ALSO S 1/2 ADJ VAC ALLEY
44 025 02 2070 000

LOT 2066 ALSO S 1/2 ADJ VAC ALLEY
44 025 02 2066 000

LOT 1918 ALSO S 1/2 ADJ VAC ALLEY
44 025 02 1918 000

11-45026 Pg-73

West Dearborn Subdivision - Liber 50, Page 32
LOT 6
44 010 01 0006 000

LOT 5
44 010 01 0005 000

LOT 15
44 010 01 0015 000

Westwood Heights Subdivision - Liber 83, Page 2
S 10 FT OF LOT 75 AND THE N 30 FT OF LOT 76
44 010 03 0075 002

Westwood Subdivision of J.W. Daly Farm, being part of Lots 5, 6 & 7 Smalley's Sub. of the N.E. 1/4 & E. 1/2 of N.W. 1/4 of Sec. 30, T2S, R10E, Dearborn Twp., lying South of Michigan Avenue, Wayne Co., Michigan - Liber 41, Page 19
LOT 312 ALSO S 1/2 ADJ VAC ALLEY
44 020 02 0312 000

LOT 311 ALSO S 1/2 ADJ VAC ALLEY
44 020 02 0311 000

Lot 336 also N 1/2 adj vac alley
44 020 02 0336 000

Lot 335 also N 1/2 adj vac alley
44 020 02 0335 000

Westwood Subdivision of Van Alstine Farm Sec. 30 T.2S. R.10E. Dearborn Twp., Wayne Co., Mich. - Liber 40, Page 29,30
LOT 877
44 022 01 0877 000

LOT 763 ALSO N 1/2 ADJ VAC ALLEY
44 022 01 0763 000

LOT 654 ALSO S 1/2 ADJ VAC ALLEY
44 022 01 0654 000

LOT 541 ALSO S 1/2 ADJ VAC ALLEY
44 022 01 0541 000

LOT 465 ALSO S 1/2 ADJ VAC ALLEY
44 022 01 0465 000

LOT 408 ALSO N 1/2 ADJ VAC ALLEY
44 022 01 0408 000

LOT 279 ALSO S 1/2 ADJ VAC ALLEY
44 022 01 0279 000

Lot 759 also N 1/2 adj vac alley
44 022 01 0759 000

Lot 583 also N 1/2 adj vac alley
44 022 01 0583 000

Lot 563 also S 1/2 adj vac alley
44 022 01 0563 000

Lot 506 also N 1/2 adj vac alley
44 022 01 0506 000

Wolverine Tractor Subdivision of part of the East 1/2 of Section 25 lying South of the Michigan Central
Railroad, Nankin Twp. T.2S. R5E. Wayne Co., Mich. - Liber 38, Page 34
W 4.89 FT OF THE N 55 FT OF LOT 573 ALSO THE N 55 FT OF LOTS 574 TO 577 INCL
44 010 06 0573 002

W 101 FT OF LOT 37
44 010 06 0037 001

W 1/2 OF LOT 39
44 010 06 0039 002

LOTS 212 AND 213 ALSO W 1/2 ADJ VAC ALLEY
44 010 06 0212 000

LOT 733
44 010 06 0733 000

LOT 158
44 010 06 0158 000

Lot 235 and adj vac N 14.50 ft of Carlyle Ave
44 010 06 0235 000

Yale Daly Heights Sub - Liber 71, Page 29
LOT 24
44 023 06 0024 000

LOT 18
44 023 06 0018 000

Li-45026
Pa-75

WARRANTY DEED -
STATUTORY FORM

G729566

021618930

Know all Men by these presents, that Donald Boguszewski, a married man and Barbara A. Boguszewski, a married woman, of the County of Wayne, State of Michigan, do hereby certify that the following described premises situated in the City of Inkster, County of Wayne, State of Michigan, to-wit:

West 2 feet of lot 954 and all of lot 953 except 4 of vacated alley adjacent to West line of lot 953, Hyde Park Subdivision No. 1, as recorded in Liber 17 of Plans, Pages 23 and 24, Wayne County Records.

27230 Carlton

BOOK 200 1033 PAGE 2
FORCED 1. THURSDAY, August 11, 1971
WAYNE COUNTY, MICHIGAN 48226

together with all and singular the tenements, improvements and appurtenances thereto in anywise appertaining, do hereby sell, convey and warrant unto the said Donald Boguszewski and Barbara A. Boguszewski, a married man and woman, the sum of TWENTY-FOUR THOUSAND DOLLARS (\$24,000.00) subject to restrictions and covenants of record and a mortgage held by First Federal Savings and Loan Association of Detroit, a United States Corporation, dated August 24, 1971 and recorded August 31, 1971 in Liber 12876, Page 803, Wayne County Records. Approximate lot area 2.1-2.2 acres. 27230 Carlton, Inkster, Michigan 48226. 26th March 1971

Signed by the grantor of

Robert Cieslik
Robert Cieslik

Ronald Boguszewski
Donald Boguszewski
Barbara A. Boguszewski
Barbara A. Boguszewski A/K/A

BOOK OF RECORDS
FORCED 1. THURSDAY, August 11, 1971

27230 Carlton

The foregoing instrument was acknowledged before me on the 24th day of March

24th

March

by Donald Boguszewski, a married man and Barbara A. Boguszewski, a married woman A/K/A Barbara A. Boguszewski, a married woman

My Commission expires Sept 20, 1971

Robert Cieslik
Robert Cieslik
County Clerk
Wayne County, Michigan

The above described premises are subject to a mortgage held by First Federal Savings and Loan Association of Detroit, a United States Corporation, dated August 24, 1971 and recorded August 31, 1971 in Liber 12876, Page 803, Wayne County Records.

(For Donor's Information)

5227
BOOK 200 1033
PAGE 2

When Recorded Bring To
James E. Galt
30230 Carlton
Inkster MI. 48141

Send Subsequent Tax Bills To
Same

Notary: Robert Cieslik
Business Address:
26074 Deerfield
Dearborn Hts. MI 48127

See Book of Recording for
Recording Fee
Service Charge 36.00

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: April 30, 2019

From: Sharde Fleming
Special Projects, Director

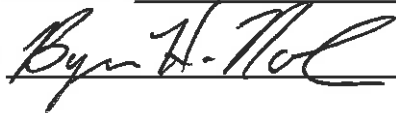
Date for Council Consideration: May 6, 2019

ACTION REQUESTED: Consider approval of offer to purchase (Case # LD 19-8) one (1) residential house which is located on the north side of Rosewood St. between Harrison St. and Center Dr. and is legally described as *24P376* LOT 376 DEARBORN HILLS MANOR T2S R9E L52 P93 WCR (Property I.D. 44 006 01 0376 000), or 28326 Rosewood, in the amount of \$2000.00 to M313 Properties and Investments.

Current Action X Emergency Future

Funds Budgeted: If Yes X Account # 101.721.673.130 No N/A

Mayor's Approval



BACKGROUND INFORMATION

M313 has made the application to purchase (Case # LD 19-8) one (1) residential house which is located on the north side of Rosewood St. between Harrison St. and Center Dr. and is legally described as *24P376* LOT 376 DEARBORN HILLS MANOR T2S R9E L52 P93 WCR (Property I.D. 44 006 01 0376 000), or 28326 Rosewood. M313 is proposing rehabilitating the home and putting it on the market.

SCOPE OF SERVICES

Preparation and execution of purchase agreement, quit claim deed, property transfer affidavit, and recording the deed. It is highly recommended by the Planning Division that the applicant complete a title search of the property.

JUSTIFICATION

The parcel is located in the R-1B zoning district. The house was deeded to the City through the foreclosure process.

PROJECT OR IMPROVEMENT TASK

1. Develop a plan to address the City's current debt and legacy costs.
2. Improve and promote the image of Inkster.

COST

The applicant is offering the total purchase price of \$2000.00.

RESOLUTION

Authorization is hereby given for the sale of one (1) residential to purchase (Case # LD 19-8) one (1) vacant residential house which is located on the north side of Rosewood St. between Harrison St. and Center Dr. and is legally described as *24P376* LOT 376 DEARBORN HILLS MANOR T2S R9E L52 P93 WCR (Property I.D. 44 006 01 0376 000), or 28326 Rosewood, in the amount of \$2000.00 for the lots to M313, subject to the following conditions:

Complete closing on the property within thirty (30) days by paying the balance of the price of the sale (\$2000.00), paying the cost of recording the deed (\$18.00), entering into a purchase agreement and executing a property transfer affidavit.

Finally, it is highly recommended that the applicant complete a title search of the property.

Resolved by _____

Seconded by _____

Yes:

No:

Absent: