



Michigan Department of Natural Resources

LEASE
MISC-PRD-014-14
BETWEEN
THE STATE OF MICHIGAN, AS LESSOR
AND
FRIENDS OF DETROIT ROWING, INC., AS LESSEE

This Lease is entered into by the State of Michigan through its **Department of Natural Resources** (DNR), hereinafter called "DNR" and/or "Lessor," and **Friends of Detroit Rowing, Inc.**, (see **Attachment A**), hereinafter called "Lessee," whose address is Belle Isle Boat House, 6 Riverbank Drive, Detroit, MI 48207.

WHEREAS, pursuant to Section 503(1) of Public Act 451 of 1994 (1994 PA 451), as amended, MCL 324.503(1), the DNR is required to: protect and conserve the natural resources of the State; provide and develop facilities for outdoor recreation; prevent the destruction of timber and other forest growth by fire or otherwise; promote the reforestation of forest lands belonging to the State; prevent and guard against the pollution of lakes and streams within the State and enforce all laws provided for that purpose with all authority granted by law; and foster and encourage the protection and propagation of game and fish; and create, maintain, operate, preserve, and protect Michigan's significant natural and historic resources.

WHEREAS, the Lessee or its "rowing club predecessors" has operated rowing programs out of Belle Isle Boat House (*BIBH*) or on Belle Isle since 1902.

WHEREAS, the Purpose of this Lease is to allow Lessee to provide rowing and recreation related educational programs and non-profit functions, including operation, maintenance, and historic restoration of the facilities located at the Premises.

WHEREAS, the Director of the DNR, or his or her lawful designated Representative, has determined that the purpose of this Lease is necessary to implement Part 5 of 1994 PA 451, as amended, because hosting of rowing and recreation related educational programs and non-profit functions, as well as operation, maintenance, and restoration of the facilities located at the Premises will protect and conserve the natural resources and provide facilities for outdoor recreation.

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WHEREAS, Lessee is willing to provide the above mentioned services at the Premises, which is located within the **Belle Isle Park**.

WHEREAS, the Lessor and Lessee both desire to join their respective resources in an effort to prevent the further deterioration of *BIBH* and restore it to historic condition for rowing and other marine recreational purposes.

THEREFORE, Lessor and Lessee, for consideration specified in this Lease, agree to the following terms and conditions:

1. **DESCRIPTION OF PREMISES** - Lessor hereby leases to Lessee the Premises, located on the property described as: the Belle Isle Boat House (*BIBH*). (see **Attachments B and C**). Land currently under lease from the City of Detroit to the Department of Natural Resources, located within the City of Detroit, County of Wayne, State of Michigan, this property also being now known as part of the Belle Isle Park.

This Lease is subject to the DNR's public notice process.

2. **USE OF PREMISES**

- A. Lessee hereby acknowledges that the use and occupancy of the Premises shall be subject to the provisions of 1994 PA 451, as amended, and confined to the following specific terms and conditions:

- 1) Lessee hereby acknowledges that the following areas of the *BIBH* are prohibited from access until work is done to correct the structural deficiencies, an inspection is completed by a Licensed Engineer, and approval is received that the areas in question meet current State of Michigan Building Codes.

Areas include:

- *BIBH* Building Exterior/ West Side: The upper west wall/balcony area is supported by bracing. Lessee needs to complete the following:
 - Verify that the existing wall bracing system was designed using acceptable engineering practices and it is capable of providing stability to the wall for a wind speed of 40 mpg. A copy of the wall bracing erection plan or calculations and specifications shall be made available at the job site.
 - A written procedure must be put in place and followed, to monitor wind speeds.
 - Create a restricted zone around the west end of the building to keep unauthorized persons from entering the area. The restricted zone size should be to the height of the wall plus a minimum of 4 feet.
 - Access to the restricted zone shall be denied any time the wind speed exceeds 35 mph.

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- Access through the doors in the restricted zone shall be limited to only persons trained on hazards associated with the construction and the wall bracing. Training must be performed by a qualified trainer and must be documented.
 - Lessee may work with Lessor to develop a temporary structure to provide shelter from the exterior wall during the process for the purpose of ingress and egress to the building. Use of the structure is contingent on the Lessee progressing with the repairs of the wall.
 - BIBH Building Exterior/ North Side: In the areas where stucco has/is falling from the building, the protective fenced area in place (approx. 6 feet back from the wall), does not meet requirements for a restricted zone. Lessee must enlarge the restricted zone to the height of the wall plus 4 feet, OR install netting over the wall to catch any stucco that may fall. Lessee is cautioned as the bricks continue to be exposed to the elements, it will lead to structural deficiency of the building.
 - BIBH Building Interior/ Upper Floor Room: Water infiltration has caused the plaster ceiling to fail, and bracing has been installed. Lessor is unsure if the current bracing provides adequate support. Lessee should secure an experienced contractor to design and install bracing that will guarantee the ceiling is secure while repairs are being completed. A barrier should be erected to keep individuals from the area, and access must be restricted to only those individuals who are working on the ceiling.
 - BIBH Building Interior/Weight Training Room: The large piece of concrete that has fallen from the ceiling and is resting on a section of metal ductwork must be secured to ensure the concrete will not fall any further, while Lessee hires a licensed Contractor to have it removed.
- 2) Lessee acknowledges that the following additional overall building work needs to be completed:
- BIBH Building Interior/Lower Level Storage Rooms: Lessee must hire a licensed electrical contractor to check any open electrical boxes and ensure that the power has been disconnected at the source.
 - BIBH Building Interior/ Boat Storage and Boat Repair Rooms: Lessee shall identify the exposed asbestos and contain/encapsulate/remove it. In addition, persons working in these areas must go through an Asbestos Awareness Training Session. Training must be completed by a qualified trainer and must be documented. Signage must be installed identifying the asbestos hazard.

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- BIBH Building Exterior: The roof on the building has exceeded its life expectancy and needs to be removed/replaced by Lessee. It is expected there is rotted roof areas that will require repair/replacement before the actual roof can be installed.
 - BIBH Swimming Pool: Fencing and/or barricades should be placed around the perimeter of the pool area, back approximately 6 feet from the pool edge.
- 3) Lessee shall begin immediately to work on addressing and correcting issues as identified on the Health and Hazard Survey. (see **Attachment E**)
 - 4) Lessee and Lessor shall meet no less than once each quarter, at which time Lessee shall share the results of its efforts to meet with tasks set forth under Section 2A, identify future priorities, work collaboratively towards securing grants and funding towards additional improvements, and receive Lessor's comments on prospective sub-tenants, design, financing, and construction.

Phase I:

- 5) The purpose of the "Due Diligence Period" , is to allow Lessee time to secure (1) compatible subtenants, partners, members, shareholders, successors or assigns whose rental payments will assist in retirement of any debt service or payment of operating and maintenance expenses; (2) design and develop preliminary design and construction drawings of the *BIBH*; (3) secure sufficient financing through donations, gifts, grants, loans, tax credits and other forms of creative and/or conventional financing, and completion of rehabilitations; and (4) possible assignment or sublease of the Premises to a development entity controlled by Lessee for the purpose of finance, construction, liability or other purposes necessary to carry out the purpose and intent of this Lease.
- 6) A minimum of five (5) years will be required to complete the due diligence tasks as set forth in Section 2A(3). If Certificate of Occupancy is issued prior to the five (5) year term, Phase II shall automatically commence. If, for reasons acceptable to Lessor, the tasks set forth in Section 2A(3) have not been completed within the five (5) year time frame, Lessee may request and Lessor may permit an extension of Phase I Due Diligence Period to complete those tasks. Approval of such extension shall not be unreasonably withheld.
- 7) Lessee shall service the cost of title assurance at its own expense. (see **Attachment D**).

Phase II:

- 1) The purpose of this Phase, is to induce the Lessee to rehabilitate and restore the 1902 *BIBH* with amenities available to the recreational boating community.

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- 2) Lessee responsible to obtain all permits and inspections necessary to meet State of Michigan construction requirements. Permits may include, but are not limited to: Building, Health Department, Zoning and Use, Certificates of Occupancy, Department of Environmental Quality (DEQ), Department of Energy, and Army Corps of Engineers.
- 3) All permits and inspections received, including but not limited to: Final Certificates of compliance, completion, or occupancy for the building, must be provided to Lessor within five (5) business days after receipt.
- 4) It is understood and agreed between the parties hereto that during the Lease term. Lessee shall have the use and occupancy for the primary purpose as a rowing and recreation center for the benefit of its members, its programs and related educational and non-profit functions.

Lessee's possession and occupancy hereunder is conditioned upon Lessee offering and permitting the public to participate in its programs. Said use shall also include the right of Lessee to rent portions of the *BIBH* to other groups (including public and private) for short term events, activities, exhibitions and educational purposes as schedules permit, and use of the parking areas on the mainland by Lessee's employees and visitors.

- 5) It is understood that Lessee has the right to sublease or enter into business relationships with other non-profit and for profit entities for use of the Premises. Any of these long term relationships shall only occur with prior written consent of the Lessor, which shall not be unreasonably withheld. The validity of the relationships between the Lessee and other entities is only valid for the term of this Lease.

Such subleases or other business relationships shall not be valid beyond the term of this Lease.

- 6) It is also understood, that Lessor reserves the right to require public access to facility and the associated docks. Lessor will work on a schedule and requirements for public entry to be agreed upon by both parties, to ensure equipment, staff, and facilities under the care of Lessee are not impacted.
- 7) Any other use which is agreed to in writing by both parties.
- 8) Lessee shall obtain Lessor's prior consent, in writing, signed by the Lessor, to use the Premises for any purpose not listed in this Section. Lessor may terminate this Lease, as provided in Section 25, if at any time, Lessee uses the Premises, without express written permission by Lessor, for purposes other than those enumerated in this Section.

B. PROHIBITED ACTIVITIES - The following activities on the Premises are prohibited:

- 1) Authorizing public use of Premises in violation of any State law, order or regulation.
- 2) Any planting of plants, removal of plants, landscaping or earthmoving on the Premises without the prior written consent of Lessor.

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- 3) Storage of equipment, placement of signs, or use of camping trailers or tents without prior written approval of Lessor.
- 4) Any clearing activity outside the Premises.
- 5) Dumping or disposal of garbage/trash, spare parts, hazardous material, scraps metal and other waste onto the Premises.
- 6) Disposal of trees, tree tops, branches, roots, stumps, and other vegetative debris onto the Premises.
- 7) Authorization of "Naming Rights" for any portion of the Premises without prior Lessor approval.

C. Lessor may terminate this Lease, as provided in Section 25, if prohibited activities occur on the Premises at any time during the term of this Lease.

3. **WASTE** - Lessee agrees not to commit, or allow to be committed, any waste or nuisance on the Premises and will not use, or permit to be used, the Premises for any unlawful purpose.
4. **LESSOR'S OPERATIONS** - Lessor hereby grants to Lessee the use and occupancy of the Premises subject to the above restrictions. Lessor shall not retain any right to dictate to Lessee the use of the Premises not included in this Lease, including the parking lot, and Lessor may not, without first securing consent of Lessee enter and use the Premises. Such permission shall not be unreasonably withheld by Lessee if Lessee is offered reasonable benefits or remuneration from such use by Lessor or equivalent credits against Rent and/or utilities.

Lessee covenants that its use of the Premises shall, at no time, interfere with the Public's use of any State land that may be adjacent to the Premises. Lessee shall not prevent Lessor, its agents, or the public from crossing the Premises to access the adjoining State lands.

5. **ADMINISTRATION** – The Parks and Recreation Division Metro District Supervisor, or his/her designated representative, is the DNR Administrator of this Lease (collectively, Lessor). The Lessee shall designate in writing to the Lessor one (1) person and one (1) alternate person responsible to be the contact person for the Lessor regarding the administration of the Lease. This person shall be authorized to make decisions regarding the maintenance and operation of the Premises.
6. **CONDITION OF PREMISES** - Lessee stipulates, represents and warrants that Lessee has examined the Premises, and that it is taking possession of the Premises in "as is" condition. Lessee acknowledges that it has not made an independent environmental assessment of the Premises, and agrees to maintain the Premises in its present or improved condition.
7. **TERM** - Lessor shall lease the Premises to Lessee for a thirty (30) year initial term of possession beginning upon actual possession at 12:01 a.m. on **March 1, 2015**, and ending at midnight on **February 28, 2045**.

Phase I of the Lease includes a five (5) year term and **Phase II** of the Lease includes a twenty-five (25) year term.

The beginning and ending Lease term dates may be altered by mutual written consent to reflect the actual date of occupancy.

8. RENT - Lessee shall pay rent, and/or goods or services, to Lessor as follows:

The cost incurred by Lessee for repairs to the roof, exterior walls, doors, windows, heating plant, and parking lot along with repairs for locker rooms, restrooms, showers, building electrical and plumbing systems shall be offset against any rent to the Lessor.

Any Fee Credit from pre-approved capital expenditures incurred from the date of the Lease for the major repairs of the Premises shall be allowed to be credited against future rent and any future costs to the existing or new facilities. Lessor will work with Lessee to itemize expectations of major repair components and will add in the future as an addendum to this Lease.

The offset for capital costs expended by Lessee on the *BIBH* apply equally during Phase I and Phase II of the Lease. Lessee shall provide Lessor with an itemization of capital costs incurred to date. Lessee will also provide on an annual basis, no later than November 1st of each Lease year, a list of all expenses for capital improvements for each year.

Failure to provide this documentation by the annual November 1st date will be grounds for the Lessor to terminate the Lease.

9. OPTION TO RENEW - The initial term of this Lease may be extended for an additional two (2) 15-year periods, or such term as shall be agreed to between the parties, if Lessee gives Lessor One Hundred Twenty (120) days written notice before this Lease or any extension expires, and agrees to any reasonable and necessary additional terms and rent modifications proposed by Lessor. Lessor's written consent is necessary for any Lease term extension. Lessor's rental rate for the Premises during an extended term will be re-negotiated prior to renewal.

10. SERVICES BY LESSEE - Lessee shall furnish the following services at its own expense:

- A. Lessee shall develop and implement programs for its members related to boating/sailing/rowing.
- B. Lessee shall also develop and implement programs that invite public use of the facility. Such programs may be related to the boating/sailing/rowing field, but may also include new uses not typically associated with previous uses. All such program use must be pre-approved by Lessor.
- C. Lessee Programs for its members and the public shall be "mission-based".

- Parks and Recreation Division's Mission is as follows:

To acquire, protect, and preserve the natural and cultural features of Michigan's unique resources, and to provide access to land and water based public recreation and educational opportunities.

- D. Lessee shall operate and maintain the Premises as provided for in Section 2A above at its sole expense. Specific details are outlined below:

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- 1) Utilities: Subject to the language below: Lessee shall at its sole expense, pay for all necessary utilities used at the Premises during Lease term. Lessee responsible for securing utility service and service shall be directly billed under Lessee name.

Lessee shall keep the Premises free from all liens, forfeitures, or penalties arising through neglect to pay for water, sewage, electricity, gas, heat, steam, or other commodities supplied by any utility company or service corporation, public or private. Electricity for security shall be separately metered and set at a fee comparable to "security" usage fee comparable to that used by the utility company.

Lessee is responsible for all costs associated with water and electricity. Costs associated for gas will be required by the Lessee under this schedule:

FY 15	One-third the total cost for gas to operate the Premises
FY 16	Two-thirds the total cost for gas to operate the Premises
FY 17	Full cost of gas to operate the Premises

Schedule is subject to the intent that the Lessee will take steps to adjust to necessary equipment and measures to reduce the amount of cost in utilities at the facility.

- 2) Organization and Qualification: Lessee shall be (1) a 501(c)(3) non-profit corporation, duly organized under the laws of the State of Michigan; (2) validly existing and in good standing under the laws of the State of Michigan; (3) qualified to do business in the State of Michigan; (4) qualified as an organization exempt from state and federal income taxes; and (5) qualified (and as necessary, licensed) under federal, state, and local laws to solicit and accept charitable donations. Lessee shall provide evidence of all of the foregoing during the duration of the Lease.
- 3) Taxes: Lessee shall pay, on or before the due date, all real and personal property taxes, assessments and charges of any kind, if any on the non-exempt activities of this 501(c)(3) Lessee, which may be levied, assessed or charged upon the Premises during the Lease Term.
- 4) Possession: Upon execution of this Lease, Lessee shall continue possession of the Premises. Possession is understood to continue under the Due Diligence Term under the Phase II portion of the Lease and construction/renovation of the *BIBH*.

- E. Lessee will be responsible for the enforcement of all state laws and local ordinances on the property.
- F. Lessee shall maintain standards of cleanliness that will reflect favorable public opinion on the Lessee and Lessor. If Lessor determines that the Lessee has failed to maintain an acceptable standard of cleanliness, and, if after forty-eight (48) hours or two (2) working days, following verbal and

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written notification by the Lessor, the problem is not rectified to the satisfaction of Lessor, Lessor may perform or have the duties of the Lessee performed by others at Lessee's sole expense.

- G. Lessee acknowledges the Recreation Passport is required for all vehicles entering Belle Isle Park. Lessee must include information regarding the Recreation Passport requirement on all member notifications, web pages, and advertisements.
- H. Lessee is responsible to immediately investigate and report to the Lessor all instances of suspected trespass.
- I. In performing services under this Lease, Lessee must comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-9.3 regarding Discriminatory Harassment. In addition, Lessee must comply with any applicable state agency rules that the agency provides to the Lessee.

11. SERVICES BY LESSOR-

- A. Provide public programming for introduction to the sport of rowing either through existing or new Lessee programs.
- B. Fill the swimming pool(s) on the Premises with solid materials to eliminate the hazards presented. Filling of pools will be done in such a manner as to permit pedestrian use of the said pool area when completed. Lessor will strive to conduct such activity during a time and in a manner so as to minimize the interference of Lessee's use of the Premises.

12. FEES - Lessee may charge a fee or request donations in connection with Lessee's use of the Premises.

Differences in admission or use of the Premises may not be instituted on the basis of residence. Any fee and/or donation that might be charged will be used to operate, restore, maintain and enhance the Premises.

Lessee shall keep accurate books, records and accounting of its operations under this Lease distinctly separate and apart from Lessee's other operations. Lessee shall make all reports concerning the operation available to the Lessor at such time as the Lessor may require.

Lessor, upon thirty (30) days' notice, shall have the right to audit books, records and accounting of Lessee's operations for this Lease.

13. ASSIGNMENT AND SUBLEASE - Lessee shall not sell, mortgage, rent, assign, or parcel out the Lease hereby granted, or any interest therein, or allow or permit any other person or party to use or occupy any part of the Premises, building, or spaces, covered by this Lease for any purpose whatsoever without first obtaining the prior written consent of Lessor. Such action by the Lessee without the prior written approval of Lessor shall be cause for the immediate termination of this Lease. Lessor understands and hereby consents to the possible assignment or sublease of the Premises to a development entity controlled by Lessee for the purposes of finance, construction, liability or any

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other purpose necessary to carry out the purpose and intent of this Lease. Lessee may, however, without Lessor prior approval, enter into maintenance agreements with third parties.

14. **ALTERATIONS** - No alterations, modifications, or major improvements shall be made to the Premises without the prior written consent of the Lessor, which Lessee shall request at least thirty (30) days in advance of such alteration, modification, or improvement. Restoration efforts will be subject to review from PRD Stewardship Unit in conjunction with the State Historical Preservation Office. At the expiration or cancellation of the Lease, all alterations, modifications, and improvements to the Premises shall become the property of Lessor (except floating docks and ramps provided by Lessee for its operations), by way of the completed Gift and Acceptance Agreement and accompanying Exhibit pages (PR1612e), unless otherwise agreed in writing by Lessor. (Copy of completed Gift and Acceptance Agreement will be attached only if/when gift is given.) In the event that the parties agree that Lessee may remove Lessee improvements, Lessee shall restore the Premises to its original condition.
- A. Soil Boring: Lessee may at its sole discretion, inspect the physical Premises, make soil boring and bearing tests and detailed surveying activities on the Premises, including such environmental due diligence as Lessee deems appropriate. All such testing shall be done at the risk and expense of Lessee. Lessee shall not be liable for or obligated to conduct any environmental remediation activity solely by virtue of conducting the testing, except Lessee shall be obligated to return the Premises to substantially the same condition as prior to Lessee's testing. Lessee shall submit to Lessor a copy of each survey or report generated as a result of such activities.
 - B. Hazardous Substances: If Lessee determines that the Premises contains hazardous substances that can be contained pursuant to the Michigan National Resources and Environmental Protection Act (MCL 324.20116) and said hazardous substances were not caused by the occupancy by Lessee, Lessee may secure a baseline environmental assessment on the Premises pursuant to the procedures set forth in the Michigan National Resources Environmental Act (MCL 324 et seq). Lessee may, but shall not be required to, remediate any hazardous substances that may be found to be upon the Premises. Lessor acknowledges its responsibilities pursuant to said Environmental Act.
 - C. Facility Security: Lessee shall make the Premises secure from trespass by placing a locked gate at the driveway entrance and/or on the bridge over the canal and secure all entranceways and windows. Lessee shall provide copies of all keys and/or lock codes to Lessor.
15. **LAWS, CODES AND PERMITS** - Lessee shall comply with all applicable federal, state or local regulations, including, but not limited to, all environmental laws, and codes and will obtain any necessary permits in connection with its use of the Premises.

Furthermore, Lessee shall comply with all acquisition and development grant obligations existing at the time of this Lease.

16. **DAMAGE and REPAIRS** - Lessee shall make repairs to the Premises resulting from damage that exceeds the normal wear and tear expected from the lawful and proper use of the Premises.
- A. Maintenance and Repairs: Lessee shall at its' expense maintain the interior of the Premises and floating docks in good condition and repair, including heating, plumbing, and electrical systems maintaining the Premises.
- Lessee shall maintain, repair and replace the roof, exterior walls, floors, exterior doors and windows, and heating plant. Lessee is required to obtain Lessor approval prior to any restoration or replacement work being completed. At that time, Lessor and Lessee will discuss and come to agreement in writing as to whether the costs of each of the projects approved for completion shall be allowed as a credit against rent and other costs due. (see Section 8 and 25B)
- Expenses incurred by Lessee on exterior walls, roof, doors and windows, or furnace along with repairs for locker rooms, restrooms, showers, building electrical and plumbing systems shall be allowed as a credit against rent and other costs due. (see Section 8)
17. **INSPECTION of PREMISES** - Lessor and Lessor's agents and employees shall have the right at all reasonable times during the term of this Lease, and any renewal thereof, to enter the Premises for the purposes of making any inspections, repairs, additions, or alterations as may be deemed appropriate by Lessor for the preservation of the Premises.
18. **INDEMNIFICATION** - Lessee hereby covenants and agrees to indemnify and save harmless, the State of Michigan, its departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this Lease; (2) the activities authorized by this Lease; and (3) the use or occupancy of the Premises which are the subject of this Lease by the Lessee, its employees, contractors, or its authorized representatives.
19. **LIABILITY** - Lessee hereby releases, waives, discharges and covenants not to sue the State of Michigan, its departments, officers, employees and agents, from any and all liability to Lessee, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in death of Lessee, its officers, employees or agents, in reference to the activities authorized by this Lease.
- Lessee shall report to the Lessor any incident that may result in personal injury or property damage. Lessee shall make complete reports in writing to the Lessor within twenty-four (24) hours of any such incident. Incidents resulting in serious personal injury, death, or property damage estimated to exceed \$100 are to be reported to Lessor immediately, by telephone or in person. A written report is to follow as described above.

20. **INSURANCE:** Lessee shall provide certificates of insurance listing the **State of Michigan, its departments, boards, agencies, commissions, officers, and employees as additional insureds**, to Lessor within thirty (30) calendar days following the execution and delivery of this Lease to Lessee, and every year thereafter, for the following insurance coverage. The insurance policies shall provide that they may not be modified, canceled, or allowed to expire without thirty (30) days' prior written notice given to Lessor.
- A. Lessee shall obtain General Liability Insurance, naming Lessor, its officers and employees as additional insureds and protecting against all claims, demands, suits, actions or causes of action and judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Premises, or arising in connection with or as a direct or indirect result of the Lessee's use and occupancy of the Premises or its exercise of the right and privileges granted in the Lease. Lessee agrees to maintain a minimum policy limit, in the amount of:
- \$ 500,000 per occurrence for property damage
 - \$1,000,000 per occurrence for bodily injury
 - \$2,000,000 aggregate
- B. Lessee covenants that it will, during the continuance of the term of this Lease, keep the buildings and improvements now or hereafter located on the Premises, insured by an insurance company or companies that has a rating of A- (A minus) or better, as listed by AM Best Co., against loss or damage for all risks as are currently embraced in the standard extended coverage endorsement in the State of Michigan, and in an amount equal to the actual replacement cost less reasonable depreciation of improvements made to the facility after June 1, 2014. NOTE: This term is subject to future negotiations between the Lessee and Lessor.
- C. As required by law, Lessee shall obtain Workers' Compensation Insurance for Lessee's employees' claims under Michigan Workers' Compensation Act or similar employee benefit act or any other state act applicable to an employee, along with Employer's Liability Insurance for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when Workers Compensation may not be an exclusive remedy, subject to a limit of liability, in the amount of:
- \$ 500,000 bodily injury each person
 - \$1,000,000 bodily injury each occurrence
 - \$ 100,000 property damage each occurrence
- D. As required by law, Lessee shall maintain automobile no-fault coverage for all owned, hired, and non-owned vehicles with personal protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance, with minimum bodily injury limits of \$500,000
- E. Lessor reserves the right to reassess the minimum policy limits requirement set forth above every five (5) years or as determined necessary by Lessor.

21. **NON-DISCRIMINATION** - Lessee, its agents, employees and subcontractors shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453 as amended, MCL 37.2101 *et seq.*; MSA 3.548 (101) *et seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101; MSA 3.550 (101) *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his/her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Lessee agrees to include in every subcontract entered into for the performance of this Lease, this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Lease.
22. **UNFAIR LABOR PRACTICES** - Lessee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*; MSA 17.458(21) *et seq.* Under Section 4 of 1980 PA 278, MCL 423.324, the State may void a Contract or Lease, if after award, the name of the Lessee as an employer or the name of a Subcontractor, manufacturer, or supplier of Lessee appears in the register.
23. **PREVAILING WAGES** – If execution of this Lease involves work by a construction mechanic, and any part of that work is sponsored or financed in whole or in part by the State, then the following will apply:
- The rates of wages and fringe benefits to be paid to each class of construction mechanics by Lessee cannot be less than the wage and fringe benefit rates issued by the Michigan Department of Energy, Labor and Economic Growth, Wage/Hour Division, in its schedule of occupational classification and wage and fringe benefit rates for the locality in which the work is to be performed.
24. **DISPUTES** - Except as otherwise provided for in this agreement, any dispute among any multiple Lessees that have executed Leases with Lessor to maintain and operate portions of the contiguous Premises, that concern obligations and benefits arising under this agreement, which is not disposed of by this agreement, shall be decided by Parks and Recreation Division (PRD) Chief, who shall make a written decision and mail or otherwise furnish a copy of the decision to all of the parties.
- A. The written decision of the PRD Chief provided for above shall be binding upon the parties and shall constitute a final decision of the agency.
- B. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for in the dispute subparagraph above. Nothing in this agreement, however, shall be construed as making final the decision of any administrative official, representative or board on the question of law.

25. CANCELLATION -

- A. Lessor may cancel this Lease provided Lessee is notified in writing at least thirty (30) days prior to the effective date of cancellation and any one of the following occur:
- 1) The Premises are no longer being used for the purposes identified in this Lease.
 - 2) Lessee provided Lessor with information, in its application for this Lease or at any time during the Lease term, that was false or fraudulent.
 - 3) Lessee fails to perform any of its obligations under this Lease, and such failure is not cured within ninety (90) calendar days after written notice of default to Lessee.
 - 4) Lessee or any subcontractor, manufacturer or supplier of Lessee appears in the register compiled by the Michigan Department of Labor and Economic Growth, pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.*; MSA 17.458(21) *et seq.* (Employers Engaging in Unfair Labor Practices Act). This covenant is cross-referenced in Section 22.

- B. Lessor may cancel this Lease provided Lessee is notified, in writing, at least one-hundred eighty (180) days prior to the effective date of cancellation, if Lessor deems cancellation is in the best interest of the State of Michigan.

If the Agreement is terminated before the term expires due to the fact the Lessor has expressed a need to use the facility or space itself or desires to transfer the Premises to another entity beyond the scope of the current use or for other public uses, Lessor shall permit Lessee to construct a *Temporary Structure* for storage of its shells and equipment on the land of the Premises, its parking lot, or other mutually acceptable site until Lessee secures occupancy of its new rowing facility. The Lessor shall pay for the rental of any *Temporary Structure* caused to be used in this manner. No rent shall be charged to Lessee for occupancy of such *Temporary Structure* site for the first thirty-six (36) months of temporary occupancy. Further, upon such termination Lessee shall be reimbursed, in lieu of dollars, for the depreciated value of the improvements to the building and appurtenances made by Lessee during its occupancy to be applied for other infrastructure related to Lessee use of the premises.

- C. Lessor may also cancel this Lease for non-appropriation of funding. The Michigan Constitution prohibits spending money out of the State Treasury without a valid appropriation.
- D. Lessor may cancel this Lease provided Lessor is notified in writing at least one-hundred eighty (180) days prior to the effective date of cancellation, if Lessee deems cancellation is necessary because of impossibility of further performance by Lessee of the terms of the Lease.

26. **QUIET ENJOYMENT** - Upon payment of the rent and the performance of the conditions outlined herein, Lessee may peacefully and quietly have, hold, and enjoy the Premises, provided that the use of the Premises by Lessee is maintained open to the general public.
27. **RESERVATION** - Lessor reserves the right to grant rights-of-way and easements of any kind and nature over and across said Premises and to grant or exercise all other rights and privileges of every kind and nature not herein specifically granted.
28. **HOLDOVER TENANCY** - If Lessee remains in possession of the Premises after the natural expiration of this Lease, with the consent of Lessor but without a renewal of this Lease, pursuant to Section 9, a new tenancy from year-to-year shall be created between Lessor and Lessee. The new tenancy shall be subject to all of the terms and conditions of this Lease, except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.
29. **NOTICES** - Any notice(s) to Lessor or to Lessee required by this Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail, return receipt requested. Unless either party notifies the other in writing of a different mailing address, notices to Lessor and Lessee shall be transmitted to the addresses listed below:

To LESSOR:

Land Administering Division (LAD) *and* LAD Administrator

State of Michigan
Department of Natural Resources
Chief, Parks and Recreation Division
P.O. Box 30257
Lansing, MI 48909

State of Michigan
Department of Natural Resources
Metro Detroit Customer Service Center
1801 Atwater Street
Detroit, MI 48207
Attn: Detroit Metro PRD District Supervisor
(313) 396-6890

To LESSEE:

and Lessee Alternate

Friends of Detroit Rowing, Inc.
Belle Isle Boat House
6 Riverbank Drive
Detroit, MI 48207
Attn: _____
() _____

Murray and Associates
27365 Harper
St. Clair Shores, MI 48081
Attn: Mr. Michael Murray
() _____

And a copy to:

William B. Beach, Esq.
Thomas W. Linn Esq.
Miller Canfield, Paddock and Stone, P.L.C.
150 W. Jefferson, Suite 2500
Detroit, MI 48226
() _____

- 30. NOTICES – EFFECTIVE TIME/DATE** - Notices shall be deemed effective as of 12:00 noon, Eastern Standard Time (EST) on the third (3rd) business day following the date of mailing, if sent by mail. Business day is defined as any day other than a Saturday, Sunday, or legal holiday. A receipt from the U.S. Postal Service, or comparable agency performing such function, shall be conclusive evidence of the date of mailing.
- 31. INTERPRETATION** - This Lease shall be interpreted in accordance with the laws of the State of Michigan.
- 32. NO UNNAMED ENTITIES/PARTNERS** – Lessee covenants that there are no unnamed entities or partners having authority over the operation or management of the Premises and further represents that Lessee is the only entity responsible for carrying out Lessee's responsibilities.
- 33. MODIFICATION** – This Lease shall not be modified by or interpreted by reference to any course of dealing or usage of trade and shall not be modified by any course of performance. No modifications of this Lease are effective unless in writing, signed by the parties, and executed in the same manner as this Lease was originally executed. A party may waive or release the other party's breach or default only in writing.
- 34. SEVERABILITY** – Should any provision of this Lease or any addenda thereto, be found to be illegal or otherwise unenforceable by a court of law, such provision shall be severed from the remainder of the Lease, and such action shall not affect the enforceability of the remaining provisions of the Lease.
- 35. GOVERNING LAW** – This Lease is governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising under this Lease must be resolved in the Michigan Court of Claims.
- 36. REQUIRED APPROVALS** – This Lease shall not be binding or effective on either party until executed (and witnessed and notarized as necessary) by Lessor and Lessee.
- 37. WAIVER OF DEFAULT** – The failure of a party to insist upon strict adherence to any term of this Lease does not deprive the party of the right to insist upon strict adherence to that term, or any other term, of this Lease.

38. ENTIRE AGREEMENT AND ENCLOSURES – This Lease constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Lease was originally executed. This Lease supersedes all proposals or other prior agreements and all other communications between the parties relating to this transaction.

Attachments:

A - Certificate of Authority for Corporation

B - Legal Description

C - Title Survey

D - Title Insurance

E – LARA Safety & Health Hazard Survey

LESSOR
WITNESS(ES) TO LESSOR

Witness(es)

Diane Munson
Witness Signature

4-8-15
Date

STATE OF MICHIGAN
BY THE
DEPARTMENT OF NATURAL RESOURCES

Ronald A. Olson
Ronald A. Olson, Chief
DNR Parks and Recreation Division
4/8/15
Date

Diane Munson
(please print name)

Witness(es)

Witness Signature

Date

(please print name)

STATE OF MICHIGAN, COUNTY OF Ingham

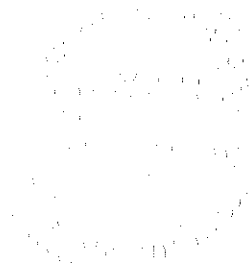
The foregoing instrument was acknowledged before me on this 8th, day of April, 2015 by Ronald A. Olson, Parks and Recreation Division Chief, for the Michigan Department of Natural Resources.

Linda A. Price
Linda A. Price, Notary Public
(please print name)

My Commission Expires: 9-5-2015

Acting in the County of: _____

LINDA A. PRICE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires Sept. 5, 2015
Acting in the County of _____



INIT

LESSEE -

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

WITNESS TO LESSEE

Witness

Timothy A. Dinan
(please print)

Witness Signature

3-30-15

Date

Lessee FRIENDS OF DETROIT ROWING, INC.

Julia B. Dinan
(please print)

Lessee Signature

Date

Title: President

Federal ID No. 23-723-7921

Witness

Daniel P. Steele
(please print)

Witness Signature

3-30-15

Date

Lessee FRIENDS OF DETROIT ROWING, INC.

Jon Shetterly, Director
(please print)

Lessee Signature

Date

Title: DIRECTOR, FRI

Federal ID No. 23-723-7921

State of Michigan,

County of

WAYNE

The foregoing instrument was acknowledged before me on this 30th day of MARCH, 2015, by Julia B. Dinan, for Lessee.

[Signature]

, Notary Public

State of Michigan, County of

WAYNE

My Commission expires:

12/05/19

Acting in the County of

WAYNE

TIMOTHY ANDREW DINAN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires, December 5, 2019
Acting in the County of WAYNE

INIT

Attachment A - Certificate of Authority for Corporation

Address any reply to: 500 Cassin Tower, Detroit, Michigan 48226

Dept. of the Treasury

District Director

Internal Revenue Service

Date:

NOV 24 1972

In reply refer to: DET-72-579

NFR:AMC:11:579



Friends of Detroit Rowing, Inc.
190 West Big Beaver Road
Troy, Michigan 48068

Gentlemen:

Based on information supplied, we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code as it is shown that you are organized and will be operated exclusively for charitable purposes.

This determination assumes your operations will be as stated in your exemption application. Any changes in operations from those described, or in your character or purposes, must be reported immediately to our office for consideration of their effect upon your exempt status. You must also report any change in your name or address.

In this letter we are not determining whether you are a private foundation as defined in new section 509(a) of the Code. When regulations are developed to implement the provisions of section 509 of the Code, we will let you know how to establish your foundation status if you believe you are not a private foundation.

If upon issuance of the final regulations we determine that you are a private foundation, you will be required to comply with the provisions of section 508(e), which specifies that a private foundation is not exempt unless its governing instrument includes certain provisions set forth in that section and the regulations thereunder. Failure to comply with the requirements of section 508(e) will result in retroactive revocation of this determination.

For years beginning on and after January 1, 1970, you may be required to file an information return, Form 990. Please refer the the instructions accompanying the Form 990 for that particular year to determine whether you are required to file. If filing is required, you must file the Form 990 by the 15th day of the fifth month after the close of your annual accounting period. Failure to file the Form 990 may subject you to a penalty of \$10.00 a day up to a maximum of \$5,000.00.

NPS

INIT


You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities is unrelated trade or business as defined in section 513 of the Code.

You are not liable for Federal unemployment taxes. You are liable for social security taxes only if you have filed waiver of exemption certificates as provided in the Federal Insurance Contributions Act.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes as provided under sections 2055, 2106, and 2512 of the Code.

This is a determination letter.

Very truly yours,



Thomas A. Cardona
District Director

NFS

Attachment B - Legal Description

JJR

March 28, 2012

April 3, 2012 Revised

Friends of Detroit Rowing
PC 256, Bella Isle, Detroit, MI

LEGAL DESCRIPTION

All that part of Lot 2 of Private Claim 256, more commonly referred to as Bella Isle, City of Detroit, Wayne County, Michigan, being further described as follows:

Commencing on the West line of the Meldrum Farm (Private Claim 18) at the intersection with the centerline of East Jefferson Avenue, at a found Wayne County Monument; thence along the centerline of East Jefferson Avenue, N59°52'43"E 2526.44 feet to a point on said centerline distant from a found Wayne County Monument located along said centerline, 433.67 feet; thence S27°41'58"E 745.58 feet to the North end of the Douglas MacArthur Bridge at a found PK Nail in the pavement joint; thence along said Douglas MacArthur Bridge centerline, S29°05'38"E 2291.73 feet to the South end of the Douglas MacArthur Bridge, to a found PK Nail in the pavement joint; thence along the extension of the Douglas MacArthur Bridge centerline, S29°05'38"E 513.41 feet, to a set iron pipe with cap 46681; thence N66°50'07"E 543.99 feet to the POINT OF BEGINNING, at a set iron pipe with cap 46681; thence N66°11'48"W 579.13 feet to a set iron pipe with cap 46681; thence N22°52'22"W 45.00 feet to Intermediate Traverse Point A, at a set iron pipe with cap 46681; thence continuing along said bearing, N22°52'22"W 31.00 feet, more or less to the edge of the Detroit River; thence continuing N22°52'22"W 160.54 feet to a point in the Detroit River intersecting the United States Harbor Line (USACE limits of permissible fill), said point being located a total distance 191.54 feet from Intermediate Traverse Point A; thence along the United States Harbor Line (USACE limits of permissible fill), N54°30'15"E 1215.90 feet to an angle point in said United States Harbor Line (USACE limits of permissible fill); thence S20°17'51"E 760.60 feet, more or less, to a point on the edge of the Detroit River; thence continuing from said edge of the Detroit River, S20°17'51"E 35.00 feet, more or less, to Intermediate Traverse Point B, at a set iron pipe with cap 46681, said point bearing the following two (2) courses from Intermediate Traverse Point A: S75°44'00"E 537.23 feet and N68°11'21"E 722.61 feet; thence continuing from Intermediate Traverse Point B, S20°17'51"E 124.88 to a set iron pipe with cap 46681; thence S66°50'07"W 747.80 feet to the Point of Beginning, containing 19.14 Acres total (3.27 Acres upland of the Intermediate Traverse Line), more or less, subject to easements and restrictions, if any.

Calculated and described by:


John K. Piatt, PS 46681
SmithGroupJJR



4/2/2012
Date

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Attachment C – ALTA Survey

INIT

SEAYER TITLE AGENCY
Revision No. 3
Commitment for Title Insurance
Schedule A

File No: 82-12212721-SCM

Commonly Known As:

1. Effective Date: June 02, 2013, at 8:00 am
2. Policy or policies to be issued:

	AMOUNT
(a) OWNERS POLICY WITHOUT STANDARD EXCEPTIONS Proposed Insured: Friends of Detroit Rowing, a Michigan non-profit corporation	\$1,000,000.00
(b) LOAN POLICY Proposed Insured:	
3. The estate or interest in the land described or referred to in this Commitment and covered herein is Leasehold and title thereto is at the effective date hereof vested in
The City of Detroit, a Michigan Municipal Corporation
4. The land referred to in this commitment is situated in the City of Detroit, County of Wayne, State of Michigan, as follows:

SEE EXHIBIT A

COUNTERSIGNED:
SEAYER TITLE AGENCY, LLC



Eli Kaplan
AUTHORIZED SIGNATORY

SEAYER TITLE AGENCY, LLC
42651 Woodward Ave.
Bloomfield Hills, MI 48304
Ph: (248) 338-7135 Fax: (248) 338-3045

Agent for: CHICAGO TITLE INSURANCE COMPANY

This commitment valid and binding for a period of 90 days from the date hereof. Thereafter it is void and of no effect.
SCHEDULE A of this commitment—Page 1

EXHIBIT "A"

The land referred to in this commitment is described as follows: City of Detroit, County of Wayne, State of Michigan

Friends of Detroit Rowing
PO 256, Belle Isle, Detroit, MI

All that part of Lot 2 of Private Claim 256, more commonly referred to as Belle Isle, City of Detroit, Wayne County, Michigan, being further described as follows:

Commencing on the West line of the Meldrum Farm (Private Claim 18) at the intersection with the centerline of East Jefferson Avenue, at a found Wayne County Monument, thence along the centerline of East Jefferson Avenue, North 59 degrees 52 minutes 43 seconds East 2526.44 feet to a point on said centerline distant from a found Wayne County Monument located along said centerline, 433.67 feet; thence South 27 degrees 41 minutes 58 seconds East 745.58 feet to the North end of the Douglas MacArthur Bridge at a found PK Nail in the pavement joint; thence along said Douglas MacArthur Bridge centerline, South 29 degrees 05 minutes 38 seconds East 2291.73 feet to the South end of the Douglas MacArthur Bridge, to a found PK Nail in the pavement joint; thence along the extension of the Douglas MacArthur Bridge centerline, South 29 degrees 05 minutes 38 seconds East 513.41 feet to a set iron pipe with cap 46681; thence North 66 degrees 50 minutes 07 seconds East 543.99 feet to the POINT OF BEGINNING, at a set iron pipe with cap 46681; thence North 66 degrees 11 minutes 48 seconds West 579.13 feet to a set iron pipe with cap 46681; thence North 22 degrees 52 minutes 22 seconds West 45.00 feet to Intermediate Traverse Point A, at a set iron pipe with cap 46681; thence continuing along said bearing, North 22 degrees 52 minutes 22 seconds West 31.00 feet, more or less to the edge of the Detroit River; thence continuing North 22 degrees 52 minutes 22 seconds West 160.54 feet to a point in the Detroit River intersecting the United States Harbor Line (USACE limits of permissible fill), said point being located a total distance 191.54 feet from Intermediate Traverse Point A; thence along the United States Harbor Line (USACE limits of permissible fill), North 54 degrees 30 minutes 15 seconds East 1215.90 feet to an angle point in said United States Harbor Line (USACE limits of permissible fill); thence South 20 degrees 17 minutes 51 seconds East 760.80 feet, more or less, to a point on the edge of the Detroit River; thence continuing from said edge of the Detroit River, South 20 degrees 17 minutes 51 seconds East 35.00 feet, more or less, to Intermediate Traverse Point B, at a set iron pipe with cap 46681, said point bearing the following two (2) courses from Intermediate Traverse Point A: South 75 degrees 44 minutes 00 seconds East 579.13 feet and North 68 degrees 11 minutes 21 seconds East 722.61 feet; thence continuing from Intermediate Traverse Point B, South 20 degrees 17 minutes 51 seconds East 124.88 feet to a set iron pipe with cap 46681; thence South 66 degrees 50 minutes 07 seconds West 747.80 feet to the Point of Beginning.

Tax Item No.: Taxes Not Assessed

SEAVER TITLE AGENCY, LLC
42651 Woodward Ave.
Bloomfield Hills, MI 48304
Ph:(248) 338-7135 Fax:(248) 338-3045

Agent for: CHICAGO TITLE INSURANCE COMPANY

This commitment valid and binding for a period of 90 days from the date hereof. Thereafter it is void and of no effect.
SCHEDULE A of this commitment-Page 2

Schedule B-I
(REQUIREMENTS)

File No: 82-12212721-SCM

The following requirements to be complied with:

1. Standard requirements as set forth in jacket.
2. Instruments necessary to create the estate or interest to be insured must be executed by, delivered and duly filed for record.
3. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements or exceptions relating to the interest or the loan.
4. Record Memorandum of Lease (and furnished copy of Lease to the Company) executed by The City of Detroit, a Michigan municipal corporation, as lessor, to Friends of Detroit Rowing, a Michigan non-profit corporation, as lessee.
5. Record evidence of satisfactory approval by The City Council of Detroit, the Emergency Financial Manager of the City of Detroit, and the Michigan Department of Treasury of the proposed Lease creating the interest of the insured.
6. Provide satisfactory evidence of the termination of the lessee's interest of The Detroit Boat Club, as evidenced by attachment to a Bankruptcy Court Order recorded in Liber 26541, Page 850, Wayne County Records.
7. Submit to the Company a satisfactory survey accurately describing the land to be insured and evidencing no discrepancy between the legal description to be insured and the adjoining lands.
8. Notice of settlement of this transaction must be given to the Company at least 48 hours prior to closing.
9. In order to delete standard exceptions 1 through 5 and 7, as shown on Schedule B - Section 2, from the policy/policies: a) submit in completed form the attached Owner's Affidavit or standard exception no.'s 1, 3, 5 and 7 will be shown on the policy/policies and b) submit satisfactory Survey or standard exception no.'s 2 and 4 will be shown on the policy/policies. The Company reserves the Right to show as specific exceptions to title any items shown on said Owner's Affidavit and/or Survey. If the Property is New Construction, a Final Sworn Statement and Waivers must be submitted to delete standard exception no. 5.
10. NOTE: If, per Public Act 201 of 2010, the land to be insured is defined as "Commercial Real Estate" and the proposed transaction is or will be the subject of a written commission agreement running in favor of a commercial real estate broker, the Company shall be immediately notified and this Commitment will be revised and made subject to such further requirements and exceptions as deemed necessary.

SEAVER TITLE AGENCY, LLC
42651 Woodward Ave.
Bloomfield Hills, MI 48304
Ph:(248) 338-7135 Fax:(248) 338-3045

Agent for: CHICAGO TITLE INSURANCE COMPANY

This commitment is invalid unless the Insuring Provisions and Schedules A and B-II are attached.
SCHEDULE B-I of this commitment. Page 3

Continuation of SCHEDULE B-I (REQUIREMENTS)

Commitment No. 82-12212721-SCM

11. PAYMENT OF TAXES:

Tax Parcel No.: Taxes Not Assessed

2012 and Prior Taxes are Exempt

Special Assessments: None

The amounts shown as due do not include collection fees, penalties or interest

This commitment is invalid unless the Insuring Provisions and Schedules A and B-II are attached.
SCHEDULE B-I of this commitment--Page 4

Schedule B-II
(EXCEPTIONS)

File No.: 82-12212721-SCM

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Rights or claims of parties in possession not shown by the Public Records
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.
3. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.
4. Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by Public Records.
5. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the Date of Policy. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage.
7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
8. NOTE: Title vested in The City of Detroit, a Michigan municipal corporation, by Warranty Deed recorded September 15, 1879, in Liber 217, Page 607, Wayne County Records.
9. Covenants, conditions and provisions contained in the proposed lease between the recited owner, as lessor, and the insured as lessee.
10. Rights, if any, of the United States government, the State of Michigan, any other governmental entity, riparian owners, the public or private persons existing in or with respect to the present and past bed, banks, bottomland and waters of The Detroit River.
11. Any adverse claim based upon the assertion that some portion of the Land is bottom land or has been created by artificial means or has accreted to such portion so created.
12. The effect of any failure to have complied with the terms, covenants and conditions of the lease between the recited owner, as lessor, and The Detroit Boat Club, as lessee.
13. NOTE: The 1993 Lease between The City of Detroit, acting by and through the Detroit Recreation Department, as

SEAVER TITLE AGENCY, LLC

42651 Woodward Ave.
Bloomfield Hills, MI 48304
Ph:(248) 338-7135 Fax:(248) 338-3045

Agent for: CHICAGO TITLE INSURANCE COMPANY

This commitment is invalid unless the insuring Provisions and Schedules A and B-I are attached.
SCHEDULE B-II of this commitment - Page 5

INIT

Continuation of SCHEDULE B-II (EXCEPTIONS)

Commitment No. 82-12212721-SCM

Landlord, and The Detroit Boat Club, a Michigan corporation, as Tenant, recorded as an attachment to a Bankruptcy Court Order recorded in Liber 26541, Page 850, Wayne County Records, appears to have expired by its own terms.

14. NOTE: THE LEASEHOLD POLICY TO BE ISSUED WILL INCLUDE ALTA LEASEHOLD OWNER ENDORSEMENT FORM 13.1.

This commitment is invalid unless the insuring Provisions and Schedules A and B-I are attached.
SCHEDULE B-II of this commitment--Page 6

SEAVER TITLE AGENCY

PRIVACY POLICY NOTICE

Seaver Title Agency, LLC and its family of affiliated companies, respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the Seaver Title Agency, LLC Privacy Policy.

Seaver Title Agency, LLC as an agent for Chicago Title Insurance Company provides title insurance products and other settlement and escrow services to customers. The Seaver Title Agency, LLC Privacy Policy applies to all Seaver Title Agency, LLC customers, former customers and applicants.

What kinds of information we collect: Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction, including information about the real property you bought, sold or financed such as address, cost, existing liens, easements, other title information and deeds
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, we may also collect your social security number as well as information from third parties including property appraisals, credit reports, loan applications, land surveys, real estate tax information, escrow account balances, and sometimes bank account numbers or credit card account numbers to facilitate the transaction, and
- information about your transactions and experiences as a customer of ours or our affiliated companies, such as products or services purchased and payments made.

How we use and disclose this information: We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, our title affiliates record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction as permitted by law.

We may also disclose your name, address and property information to other companies who perform marketing services such as letter production and mailing on our behalf, or to other financial service companies (such as insurance companies, banks, mortgage brokers, credit companies) with whom we have joint marketing arrangements.

How we protect your information: We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

If you have any questions about this privacy statement or our practices at Seaver Title Agency, LLC, please write us at: Seaver Title Agency, LLC c/o 31440 Northwestern Highway, Ste. 150, Farmington Hills, Michigan 48334. Attn: Legal Resources.

(Effective January 2010)

Attachment A - Certificate of Authority for Corporation

Address any reply to: 500 Cadillac Tower, Detroit, Michigan 48226

Dept. of the Treasury

District Director
Internal Revenue Service

date: NOV 29 1972 In reply refer to: DET:72-579
NFS:443:211:373



Friends of Detroit Rowing, Inc.
190 West Big Beaver Road
Troy, Michigan 48064

Gentlemen:

Based on information supplied, we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code as it is shown that you are organized and will be operated exclusively for charitable purposes.

This determination assumes your operations will be as stated in your exemption application. Any changes in operations from those described, or in your character or purposes, must be reported immediately to our office for consideration of their effect upon your exempt status. You must also report any change in your name or address.

In this letter we are not determining whether you are a private foundation as defined in new section 509(a) of the Code. When regulations are developed to implement the provisions of section 509 of the Code, we will let you know how to establish your foundation status if you believe you are not a private foundation.

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For years beginning on and after January 1, 1970, you may be required to file an information return, Form 990. Please refer the the instructions accompanying the Form 990 for that particular year to determine whether you are required to file. If filing is required, you must file the Form 990 by the 15th day of the fifth month after the close of your annual accounting period. Failure to file the Form 990 may subject you to a penalty of \$10.00 a day up to a maximum of \$5,000.00.

NFS

INIT

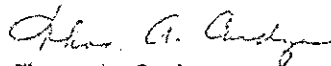
You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities is unrelated trade or business as defined in section 513 of the Code.

You are not liable for Federal unemployment taxes. You are liable for social security taxes only if you have filed waiver of exemption certificates as provided in the Federal Insurance Contributions Act.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes as provided under sections 2055, 2106, and 2522 of the Code.

This is a determination letter.

Very truly yours,



Thomas A. Cardona
District Director

NFS

Attachment B - Legal Description



John K. Piatt, PS 46681
SmithGroupJJR
1000 Lakeside Drive
Detroit, MI 48226-1000
Phone: 313.229.1000
Fax: 313.229.1001
Email: jkpiatt@smithgroupjir.com

March 28, 2012

April 3, 2012 Revised

Friends of Detroit Rowing
PC 256, Belle Isle, Detroit, MI

LEGAL DESCRIPTION

All that part of Lot 2 of Private Claim 256, more commonly referred to as Belle Isle, City of Detroit, Wayne County, Michigan, being further described as follows:

Commencing on the West line of the Meldrum Farm (Private Claim 18) at the intersection with the centerline of East Jefferson Avenue, at a found Wayne County Monument; thence along the centerline of East Jefferson Avenue, N59°52'43"E 2526.44 feet to a point on said centerline distant from a found Wayne County Monument located along said centerline, 433.67 feet; thence S27°41'58"E 745.58 feet to the North end of the Douglas MacArthur Bridge at a found PK Nail in the pavement joint; thence along said Douglas MacArthur Bridge centerline, S29°05'38"E 2291.73 feet to the South end of the Douglas MacArthur Bridge, to a found PK Nail in the pavement joint; thence along the extension of the Douglas MacArthur Bridge centerline, S29°05'38"E 513.41 feet, to a set iron pipe with cap 46681; thence N66°50'07"E 543.99 feet to the POINT OF BEGINNING, at a set iron pipe with cap 46681; thence N66°11'48"W 579.13 feet to a set iron pipe with cap 46681; thence N22°52'22"W 45.00 feet to Intermediate Traverse Point A, at a set iron pipe with cap 46681; thence continuing along said bearing, N22°52'22"W 31.00 feet, more or less to the edge of the Detroit River; thence continuing N22°52'22"W 160.54 feet to a point in the Detroit River intersecting the United States Harbor Line (USACE limits of permissible fill), said point being located a total distance 191.54 feet from Intermediate Traverse Point A; thence along the United States Harbor Line (USACE limits of permissible fill), N54°30'15"E 1215.90 feet to an angle point in said United States Harbor Line (USACE limits of permissible fill); thence S20°17'51"E 760.80 feet, more or less, to a point on the edge of the Detroit River; thence continuing from said edge of the Detroit River, S20°17'51"E 35.00 feet, more or less, to Intermediate Traverse Point B, at a set iron pipe with cap 46681, said point bearing the following two (2) courses from Intermediate Traverse Point A: S75°44'00"E 537.23 feet and N68°11'21"E 722.61 feet; thence continuing from Intermediate Traverse Point B, S20°17'51"E 124.88 to a set iron pipe with cap 46681; thence S66°50'07"W 747.80 feet to the Point of Beginning, containing 19.14 Acres total (3.27 Acres upland of the Intermediate Traverse Line), more or less, subject to easements and restrictions, if any.

Calculated and described by:


John K. Piatt, PS 46681
SmithGroupJJR



4/2/2012
Date

p:\50454.000\cad\resources\survey\archive\ladr legal claim\2012\3-28-2012.doc

Attachment C - ALTA Survey

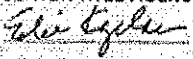
INIT

SEAWER TITLE AGENCY
Revision No. 3
Commitment for Title Insurance
Schedule A

File No.: 82-12212721-SCM

Commonly Known As:

1. Effective Date: June 02, 2013, at 8:00 am
2. Policy or policies to be issued: AMOUNT
 - (a) OWNERS POLICY WITHOUT STANDARD EXCEPTIONS \$1,000,000.00
Proposed Insured:
Friends of Detroit Rowing, a Michigan non-profit corporation
 - (b) LOAN POLICY
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment and covered herein is Leasehold and title thereto is at the effective date hereof vested in:
The City of Detroit, a Michigan Municipal Corporation
4. The land referred to in this commitment is situated in the City of Detroit, County of Wayne, State of Michigan, as follows:
SEE EXHIBIT A

COUNTERSIGNED:
SEAWER TITLE AGENCY, LLC

Eli Kaplan
AUTHORIZED SIGNATORY

SEAWER TITLE AGENCY, LLC
42651 Woodward Ave.
Bloomfield Hills, MI 48304
Ph: (248) 338-7135 Fax: (248) 338-3045

Agent for: CHICAGO TITLE INSURANCE COMPANY

This commitment valid and binding for a period of 90 days from the date hereof. Thereafter it is void and of no effect.
SCHEDULE A of this commitment-Page 1

EXHIBIT "A"

The land referred to in this commitment is described as follows: City of Detroit, County of Wayne, State of Michigan

Friends of Detroit Rowing
PC 256, Belle Isle, Detroit, MI

All that part of Lot 2 of Private Claim 256, more commonly referred to as Belle Isle, City of Detroit, Wayne County, Michigan, being further described as follows:

Commencing on the West line of the Meldrum Farm (Private Claim 18) at the intersection with the centerline of East Jefferson Avenue, at a found Wayne County Monument, thence along the centerline of East Jefferson Avenue, North 69 degrees 52 minutes 43 seconds East 2526.44 feet to a point on said centerline distant from a found Wayne County Monument located along said centerline, 433.67 feet; thence South 27 degrees 41 minutes 58 seconds East 745.58 feet to the North end of the Douglas MacArthur Bridge at a found PK Nail in the pavement joint; thence along said Douglas MacArthur Bridge centerline, South 29 degrees 05 minutes 38 seconds East 2291.73 feet to the South end of the Douglas MacArthur Bridge, to a found PK Nail in the pavement joint; thence along the extension of the Douglas MacArthur Bridge centerline, South 29 degrees 05 minutes 38 seconds East 513.41 feet to a set iron pipe with cap 46681; thence North 66 degrees 50 minutes 07 seconds East 543.99 feet to the POINT OF BEGINNING, at a set iron pipe with cap 46681; thence North 66 degrees 11 minutes 48 seconds West 579.13 feet to a set iron pipe with cap 46681; thence North 22 degrees 52 minutes 22 seconds West 46.00 feet to Intermediate Traverse Point A, at a set iron pipe with cap 46681; thence continuing along said bearing, North 22 degrees 52 minutes 22 seconds West 31.00 feet, more or less to the edge of the Detroit River; thence continuing North 22 degrees 52 minutes 22 seconds West 160.54 feet to a point in the Detroit River intersecting the United States Harbor Line (USACE limits of permissible fill), said point being located a total distance 191.54 feet from Intermediate Traverse Point A; thence along the United States Harbor Line (USACE limits of permissible fill), North 54 degrees 30 minutes 15 seconds East 1215.90 feet to an angle point in said United States Harbor Line (USACE limits of permissible fill); thence South 20 degrees 17 minutes 51 seconds East 760.80 feet, more or less, to a point on the edge of the Detroit River; thence continuing from said edge of the Detroit River, South 20 degrees 17 minutes 51 seconds East 35.00 feet, more or less, to Intermediate Traverse Point B, at a set iron pipe with cap 46681, said point bearing the following two (2) courses from Intermediate Traverse Point A: South 75 degrees 44 minutes 00 seconds East 579.13 feet and North 68 degrees 11 minutes 21 seconds East 722.61 feet; thence continuing from Intermediate Traverse Point B, South 20 degrees 17 minutes 51 seconds East 124.88 feet to a set iron pipe with cap 46681; thence South 68 degrees 50 minutes 07 seconds West 747.80 feet to the Point of Beginning.

Tax Item No.: Taxes Not Assessed

SEAVER TITLE AGENCY, LLC
42651 Woodward Ave.
Bloomfield Hills, MI 48304
Ph:(248) 338-7135 Fax:(248) 338-3045

Agent for: CHICAGO TITLE INSURANCE COMPANY

This commitment valid and binding for a period of 90 days from the date hereof. Thereafter it is void and of no effect.
SCHEDULE A of this commitment-Page 2

Schedule B-I
(REQUIREMENTS)

File No: 82-12212721-SCM

The following requirements to be complied with:

1. Standard requirements as set forth in jacket.
2. Instruments necessary to create the estate or interest to be insured must be executed by, delivered and duly filed for record.
3. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements or exceptions relating to the interest or the loan.
4. Record Memorandum of Lease (and furnished copy of Lease to the Company) executed by The City of Detroit, a Michigan municipal corporation, as lessor, to Friends of Detroit Rowing, a Michigan non-profit corporation, as lessee.
5. Record evidence of satisfactory approval by The City Council of Detroit, the Emergency Financial Manager of the City of Detroit, and the Michigan Department of Treasury of the proposed Lease creating the interest of the insured.
6. Provide satisfactory evidence of the termination of the lessee's interest of The Detroit Boat Club, as evidenced by attachment to a Bankruptcy Court Order recorded in Liber 26541, Page 850, Wayne County Records.
7. Submit to the Company a satisfactory survey accurately describing the land to be insured and evidencing no discrepancy between the legal description to be insured and the adjoining lands.
8. Notice of settlement of this transaction must be given to the Company at least 48 hours prior to closing.
9. In order to delete standard exceptions 1 through 5 and 7, as shown on Schedule B - Section 2, from the policy/policies: a) submit in completed form the attached Owner's Affidavit or standard exception no.'s 1, 3, 5 and 7 will be shown on the policy/policies and b) submit satisfactory Survey or standard exception no.'s 2 and 4 will be shown on the policy/policies. The Company reserves the Right to show as specific exceptions to title any items shown on said Owner's Affidavit and/or Survey. If the Property is New Construction, a Final Sworn Statement and Waivers must be submitted to delete standard exception no. 5.
10. NOTE: If, per Public Act 201 of 2010, the land to be insured is defined as "Commercial Real Estate" and the proposed transaction is or will be the subject of a written commission agreement running in favor of a commercial real estate broker, the Company shall be immediately notified and this Commitment will be revised and made subject to such further requirements and exceptions as deemed necessary.

SEAVER TITLE AGENCY, LLC

42651 Woodward Ave.

Bloomfield Hills, MI 48304

Ph:(248) 338-7135 Fax:(248) 338-3045

Agent for: CHICAGO TITLE INSURANCE COMPANY

This commitment is invalid unless the Insuring Provisions and Schedules A and B-II are attached.
SCHEDULE B-I of this commitment-Page 3

INIT

Continuation of SCHEDULE B-1 (REQUIREMENTS)

Commitment No. 82-12212721-SCM

11. PAYMENT OF TAXES:

Tax Parcel No.: Taxes Not Assessed

2012 and Prior Taxes are Exempt

Special Assessments: None

The amounts shown as due do not include collection fees, penalties or interest.

This commitment is invalid unless the Insuring Provisions and Schedules A and B-II are attached.
SCHEDULE B-1 of this commitment—Page 4

Schedule B-II
(EXCEPTIONS)

File No.: 82-12212721-SCM

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.
3. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.
4. Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by Public Records.
5. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the Date of Policy. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage.
7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
8. NOTE: Title vested in The City of Detroit, a Michigan municipal corporation, by Warranty Deed recorded September 15, 1879, in Liber 217, Page 607, Wayne County Records.
9. Covenants, conditions and provisions contained in the proposed lease between the recited owner, as lessor, and the Insured as lessee.
10. Rights, if any, of the United States government, the State of Michigan, any other governmental entity, riparian owners, the public or private persons existing in or with respect to the present and past bed, banks, bottomland and waters of The Detroit River.
11. Any adverse claim based upon the assertion that some portion of the Land is bottom land or has been created by artificial means or has accreted to such portion so created.
12. The effect of any failure to have complied with the terms, covenants and conditions of the lease between the recited owner, as lessor, and The Detroit Boat Club, as lessee.
13. NOTE: The 1993 Lease between The City of Detroit, acting by and through the Detroit Recreation Department, as

SEAVER TITLE AGENCY, LLC

42651 Woodward Ave.

Bloomfield Hills, MI 48304

Ph:(248) 338-7135 Fax:(248) 338-3045

Agent for: CHICAGO TITLE INSURANCE COMPANY

This commitment is invalid unless the insuring Provisions and Schedules A and B-I are attached
SCHEDULE B-II of this commitment-Page 5

INIT

Continuation of SCHEDULE B-II (EXCEPTIONS)

Commitment No. 32-12212721-SCM

Landlord, and The Detroit Boat Club, a Michigan corporation, as Tenant, recorded as an attachment to a Bankruptcy Court Order recorded in Liber 26541, Page 850, Wayne County Records, appears to have expired by its own terms.

14. NOTE: THE LEASEHOLD POLICY TO BE ISSUED WILL INCLUDE ALTA LEASEHOLD OWNER ENDORSEMENT FORM 13.1.

This commitment is invalid unless the Insuring Provisions and Schedules A and B-I are attached.
SCHEDULE B-II of this commitment--Page 6

SEAVER TITLE AGENCY

PRIVACY POLICY NOTICE

Seaver Title Agency, LLC and its family of affiliated companies, respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the Seaver Title Agency, LLC Privacy Policy.

Seaver Title Agency, LLC as an agent for Chicago Title Insurance Company provides title insurance products and other settlement and escrow services to customers. The Seaver Title Agency, LLC Privacy Policy applies to all Seaver Title Agency, LLC customers, former customers and applicants.

What kinds of information we collect: Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- Information from forms and applications for services, such as your name, address and telephone number
- Information about your transaction, including information about the real property you bought, sold or financed such as address, cost, existing liens, easements, other title information and deeds
- With closing, escrow, settlement or mortgage lending services or mortgage loan servicing, we may also collect your social security number as well as information from third parties including property appraisals, credit reports, loan applications, land surveys, real estate tax information, escrow account balances, and sometimes bank account numbers or credit card account numbers to facilitate the transaction, and
- Information about your transactions and experiences as a customer of ours or our affiliated companies, such as products or services purchased and payments made.

How we use and disclose this information: We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, our title affiliates record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction as permitted by law.

We may also disclose your name, address and property information to other companies who perform marketing services such as letter production and mailing on our behalf, or to other financial service companies (such as insurance companies, banks, mortgage brokers, credit companies) with whom we have joint marketing arrangements.

How we protect your information: We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

If you have any questions about this privacy statement or our practices at Seaver Title Agency, LLC, please write us at: Seaver Title Agency, LLC c/o 31440 Northwestern Highway, Ste. 150, Farmington Hills, Michigan 48334. Attn: Legal Resources.

(Effective January 2010)