

**Presbytery of Detroit
March 10, 2018
Omnibus Motion (Amended)**

The Stated Clerk recommends Presbytery:

On behalf of the Trustees:

1. Grant permission of Warren First to lease their property, including worship space, to Promised Word Ministries, 3637 W. Jolly Road, Lansing, MI
2. Ratify the license agreement by Troy First with the Korean Presbyterian Church dated 1/23/11, and approve the extension of it until 1/22/2021.
3. Dissolve the Erin Presbyterian Church effective 3/10/18
4. Approve the sale of a portion of St John's Presbyterian Church described as:
Part of a larger parcel described as:
Lot 13 of Elmwood Park Urban Renewal Plat No. 1 as recorded in Liber 89, Pages 47, 48, and 49 of Plats, Wayne County Records.

This description is taken from the city of Detroit assessor records. The actual legal description of the subject property should be determined by a survey that complies with the American Land Title Association (ALTA) standards.

Commonly known as the western and northern portions of 1961 East Lafayette.

To Hunter Pasteur Homes, LLC, for the following:

- (a) Buyer shall pay Six Hundred Fifty Thousand Dollars (\$650,000) (the "Purchase Price") for the Property. The Option Price shall be credited against the Purchase Price if the Option is exercised. The Purchase Price, as adjusted, shall be paid in full at the closing, by cashier's check, title company check or other immediately available funds.
- (b) Buyer shall, at the time of closing, enter into a separate agreement to provide all labor, materials, fees and costs to reconfigure and resurface Seller's parking lot and provide necessary construction to the exterior church entrance (steps and sidewalk, but no part of the building), to provide handicap access at no cost to Seller, according to construction plans provided by Seller and mutually agreed upon by Seller and Buyer who shall work together and in good faith to reach said agreement. Target date for construction shall be the summer of 2019, but in no event shall it occur later than August 31, 2020.
- (c) Buyer shall contribute two hundred dollars (\$200) from the sale of each unit in the Lafayette/ST. Aubin Project toward the Hunger Ministries coordinated by St. John's Presbyterian Church.
- (d) Seller shall, at the time of closing, enter into a separate agreement to provide Buyer a license to utilize a portion of the remaining portions of Seller's property as access to the Lafayette/ST. Aubin Project for emergency vehicles, provided that all construction, planning and legal costs associated with said access shall be paid for by Buyer and shall be subject to Seller's approval which shall not be unreasonably withheld. The parties will work together and in good faith to minimize the impact upon Seller's property and parking spaces.
- (e) This transaction is contingent upon Buyer obtaining all necessary approvals for a land split to create the parcels described in Exhibit A. Seller agrees to cooperate with Buyer's efforts to secure land split. All costs associated with the land split shall be borne by the Buyer.
- (f) The Closing on the Property following exercise of the option shall be held at such a time and date as the parties may agree upon at the office of the Seller's attorney provided, however, that closing must take place on or before thirty (30) days after this Option is exercised and no later than September 30, 2018.
- (g) Buyer shall pay all closing fees and all costs associated with the sale of the Property. The parties agree that the Title Company shall prepare the required deed and closing documents necessary to complete the transaction, the Title Company shall conduct the closing, and the cost of same together with any settlement, document preparation, or disbursement fee shall be borne

by Buyer. Buyer shall pay the required transfer tax, the cost of an owner's commitment and policy of title insurance and recording fees relative to the discharge of Seller's mortgage, if any. At closing, the parties shall execute closing statements prepared by the Title Company and all income or other tax reporting documents as required by the Title Company.

- (h) All water and sewer charges, if any, assessed to the Property after closing shall be the responsibility of the Buyer.
- (i) The provisions of sub-sections (a), (b) and (c) above shall be nullified if buyer does not purchase the Property.

5. Receive and include in the minutes the following for the information of Presbytery:

- a. Trustees authorized up \$30,000 for the Faith in Action Work Group for the purpose of providing grants of up to \$1,000 as a part of Phase 1 of their program for distributing the \$350,000 gift to Presbytery.
- b. The Trustees voted to approve on behalf of the Presbytery of Detroit the quit claim deed of Celtic Cross Church to Glenn P. Neuner, whose address is 47930 Harbor, Chesterfield as follows:
Land situated in the City of Center Line, County of Macomb, State of Michigan
Lot 13, except the South 170.00 feet and Lot 14, except the South 60.0 feet, Assessor's Plat No. 2, according to the plat thereof as recorded in Liber 13, Page 15 of Plats, Macomb County Records. For \$1.00.
Commonly Known as: 25045 Burt
Parcel ID: 01-13-22-353-027
The reason for approving this is that a strip of land was inadvertently not included in the sale of their manse. The owner is selling and discovered the error. The imminent sale is pending approval of this quit claim deed.
- c. The Trustees have released funds from the Ranney-Balch Fund as follow, contingent on approval by the Coordinating Cabinet:

Inclusion Ministry Program	\$7,000.00
Southwest Immigrant	\$10,000.00
Broadstreet Tutoring	\$5,000.00
Hope	\$5,320.00
Trinity	\$6,200.00
- d. The Trustees have been forced to move forward with evicting the Barnabas Project from the property at 3530 Grand River. The property is owned by the Presbytery and has been used by Barnabas, but not since November 2016. The Trustees have informed Presbytery of their intent to place the property on the market.
- e. A motion was made in November relating to the use of funds realized in the sale of the 3530 Grand River property, which was referred to the Trustees. In January the Trustees informed the Presbytery that they will report on that referral at this meeting. The Trustees have since received notice that the Michigan Black Presbyterian Caucus has an interest in the funds. The Trustees will report on the referral after consultation with the Black Caucus.
- f. The Trustees have leased a copier that will be available for committees and teams to make copies.
- g. The Trustees have arranged for a seminar on church safety that will be held at St Paul's Presbyterian Church on April 28th.
- h. The Trustees have been in consultation with Park United regarding a property purchase and its taxable status. The property is a store-front intended for some worship and other ministries. Since the purchase was for cash with no encumbrance, no Presbytery approval is required
- i. The Trustees have amended its policy T-7 Statement of Investment Objectives, Policies, and Guidelines, Art 7 as follows (deleted provision is crossed out, amended provision is in italics.):

Target Ranges

Equity Investments 40%-60% (Includes REITS up to ~~10%~~ 15% of the total) Fixed Income Investments 40%-60%
Cash Equivalents 0% - 5%