



**DETROIT LAND BANK AUTHORITY  
BOARD OF DIRECTORS MEETING**

**DPS HEADQUARTERS, 1301 THIRD AVE.  
WOODWARD CONFERENCE ROOM AND VIA ZOOM  
Tuesday, September 26, 2023  
10:00 a.m.**

CALL TO ORDER

- I. ROLL CALL
- II. APPROVAL OF MINUTES
  - **July 25, 2023**
- III. PUBLIC COMMENT
- IV. CEO REPORT – TAMMY DANIELS
- V. NEW BUSINESS
  - a. **Resolutions**
    - i. **09-01-2023** RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO REMIT PAYMENT TO SALESFORCE ON BEHALF OF THE DETROIT LAND BANK AUTHORITY
    - ii. **09-02-2023** RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO REMIT PAYMENT TO FINANCIALFORCE ON BEHALF OF THE DETROIT LAND BANK AUTHORITY
    - iii. **09-03-2023** RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO ENTER INTO AN AMENDMENT TO A SERVICES AGREEMENT WITH REVLEGAL SERVICES, INC.
    - iv. **09-04-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH HABITAT FOR HUMANITY DETROIT
    - v. **09-05-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO CONVEY PROPERTIES TO THE CITY OF DETROIT FOR FOUR PROJECTS
    - vi. **09-06-2023** RESOLUTION APPROVING CORRECTIVE TRANSFER OF 16745 LAMPHERE
    - vii. **09-07-2023** RESOLUTION APPROVING CORRECTIVE TRANSFER OF 12227 MACKAY
    - viii. **09-08-2023** RESOLUTION APPROVING CORRECTIVE TRANSFER OF 19018 MITCHELL
    - ix. **09-09-2023** RESOLUTION ADOPTING AMENDMENTS TO THE AMENDED AND RESTATED VACANT LAND POLICY
    - x. **09-10-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH BUZZED BEEKEEPING L.L.C.
    - xi. **09-11-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO OPTION TO PURCHASE & DEVELOP AND AGREEMENT TO MAINTAIN PROPERTY WITH SCOTT STREET FARM LLC
    - xii. **09-12-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH MARIGOLD LLC
    - xiii. **09-13-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO OPTION TO PURCHASE & DEVELOP AND AGREEMENT TO MAINTAIN PROPERTY WITH DETROIT SOUND CONSERVANCY
    - xiv. **09-14-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO AGREEMENTS WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION
    - xv. **09-15-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO FIRST AMENDMENT TO FIRST AMENDED AND RESTATED BRIDGING NEIGHBORHOODS PROGRAM AGREEMENT

VI. CLOSED SESSION

VII. ADJOURNMENT

DLBA Board of Director's Meeting – 9.26.2023

Property listings:

**09-06-2023** RESOLUTION APPROVING CORRECTIVE TRANSFER OF 16745 LAMPHERE  
a. 16745 Lamphere

**09-07-2023** RESOLUTION APPROVING CORRECTIVE TRANSFER OF 12227 MACKAY  
a. 12227 Mackay

**09-08-2023** RESOLUTION APPROVING CORRECTIVE TRANSFER OF 19018 MITCHELL  
a. 19018 Mitchell

**09-10-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH BUZZED BEEKEEPING L.L.C.  
a. 2655 E. Canfield  
b. 2645 E. Canfield  
c. 2637 E. Canfield  
d. 2646 Garfield  
e. 2642 Garfield  
f. 2636 Garfield

**09-11-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO OPTION TO PURCHASE & DEVELOP AND AGREEMENT TO MAINTAIN PROPERTY WITH SCOTT STREET FARM LLC  
a. 751 Manistique  
b. 757 Manistique  
c. 763 Manistique  
d. 740 Philip  
e. 756 Philip  
f. 764 Philip  
g. 770 Philip

**09-12-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH MARIGOLD LLC  
a. 2255 Garfield  
b. 2281 Garfield  
c. 2261 Garfield  
d. 2265 Garfield  
e. 2275 Garfield

**09-13-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO OPTION TO PURCHASE & DEVELOP AND AGREEMENT TO MAINTAIN PROPERTY WITH DETROIT SOUND CONSERVANCY  
a. 6532 Whitewood  
b. 6562 Beechwood  
c. 6520 Beechwood  
d. 6556 Beechwood  
e. 6544 Beechwood  
f. 6538 Beechwood

- g. 6532 Beechwood
- h. 6526 Beechwood
- i. 6550 Beechwood

**09-14-2023 RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO AGREEMENTS WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION**

- a. 7817 Bacon St
- b. 7806 Bacon St



## Rules for DLBA Public Meetings and Public Comment

- I. **Attendance at DLBA Public Meetings.** In accordance with the State of Michigan Open Meetings Act, members of the public are invited to attend all meetings of the Detroit Land Bank Authority Board of Directors and Board Committees.
- II. **Conduct During DLBA Public Meetings.** We expect members of the public attending DLBA Public Meetings to maintain order and follow the rules below:
  - A. There is no talking in the meeting room when the meeting is in session, except for the speaker recognized by the chair. Please leave the meeting room if you must converse or if you must answer a phone call.
  - B. If you are unable to hear the proceedings, please raise your hand or, without disturbing other attendees, inform the Timekeeper.
  - C. During the meeting, members of the public are allowed access only to the meeting room and bathroom facilities. The meeting room and sixth floor of the Guardian Building are not public spaces. At the conclusion of the meeting, members of the public must return to the lobby of the Guardian Building.
  - D. Members of the public will refrain from profane language, obscene conduct, disruptive comments or gestures, applause, personal attacks, or behavior that is likely to provoke disorderly conduct.
  - E. Any breach of the peace, including a failure to abide by these rules, may result in disorderly persons being asked to leave the meeting. If a member of the public refuses to leave after being asked, the meeting chair may take appropriate action, including recessing the meeting until the disorderly person has left and the chair has determined the meeting may be resumed. Reasonable notice will be given of the meeting's resumption.
- III. **Public Comment.** In accordance with the Michigan Open Meetings Act, the public is entitled to comment at all DLBA Public Meetings, at a point in time determined by the chair.
  - A. **Time Limits.** Unless otherwise announced by the chair, each member of the public is entitled to comment for up to three minutes.
  - B. **Non-Delegation.** A member of the public may not delegate or yield their time to another member of the public.
  - C. **Comment.** Public comment is a time for comment, not debate. DLBA Staff may address questions or comments as requested by the chair.
  - D. **Discretion.** The chair has authority and discretion to: (1) curtail or limit public comment if the commenter fails to comply with any rules, (2) make reasonable variances from any time limit, and (3) request that groups designate one or more individuals to speak on behalf of the group to avoid cumulative comments.

**DETROIT LAND BANK AUTHORITY**

---

**BOARD OF DIRECTORS MEETING  
IN PERSON & VIA ZOOM**

**Tuesday, July 25, 2023**

**10:00 AM**

**MINUTES**

**IN PERSON:** Erica Ward-Gerson  
Miranda Morrow-Bartell  
Richard Hosey  
Patricia Pernell-Shelton

**EXCUSED:** Carol Walters

**OTHERS PRESENT:** Members of the Public, Members of DLBA Staff

**CALL TO ORDER**

Board Chair Ward Gerson called the **July 25, 2023**, meeting to order at **10:10 a.m.** and reviewed the process and logistics for a Zoom meeting.

**ROLL CALL**

Adela Bejo, Administrative Assistant called the roll. Three of five members were in attendance, and a quorum was met. Member Walters was excused, and Member Pernell-Shelton arrived at 10:15 a.m.

**REVIEW AND APPROVAL OF MINUTES**

Board Chair Ward Gerson called for a motion to approve the minutes for the **June 27, 2023**, Board of Directors meeting. **Motion by Member Hosey** for approval of the minutes. **Supported by Member Morrow-Bartell Walters. MOTION UNANIMOUSLY APPROVED.**

**PUBLIC COMMENT**

Board Chair Ward Gerson opened the floor to public comment.

**Amir Constant** – Detroit resident, inquired about assistance with purchasing a property located at 6314 Southfield Rd. Board Chair Ward Gerson and Jano Hanna, Director, Sales and marketing assisted Mr. Constant with this matter.

**Zuri Thrash**– Detroit resident, inquired about two vacant lots she purchased in 2019 that have restricted deeds. The lots are located at 19601 and 19609 Hasse street and Ms. Thrash stated that she has created a garden and is in compliance. Ms. Thrash also stated that she has made multiple attempts to contact DLBA staff to acquire the correct deed but has been unsuccessful. Jano Hanna assisted Mr. Thrash with this matter.

## **CEO UPDATE**

### **Events**

#### **Lots of Lot's Event**

Tammy Daniels, Chief Executive Officer, reported that we have hosted two Lots of Lots event's covering Districts 4, 5, 2 and 3 and the next event is scheduled on July 22<sup>nd</sup> at Heilman Recreation Center for Districts 1 and 7; 10:00 a.m. – 2:00 p.m. Board Chair Ward Gerson requested the number of lots purchased to date and Tammy stated that she would research and provide that information.

#### **Compliance Fair**

Tammy reported that the Compliance Fair was held on July 8, 2023 at the Northwest Activity Center where over 600 attendees including 446 property owners were in attendance.

#### **Housing Fair**

Tammy reported that the Occupied team, attended a housing fair hosted by Council Member Waters and assisted individuals with navigating through the qualification process.

#### **Buy Back Event**

Tammy reported that the next Buy Back event is scheduled for August 15<sup>th</sup> at the Johnson Recreation center where 136 families will be graduating and extended an invitation to members to attend.

#### **DLBA Staff outing**

Tammy reported that the DLBA annual staff outing is scheduled for Friday, August 11<sup>th</sup>; 11:30 a.m. – 5:00 p.m. at Riverside Park and extended an invitation to members to attend.

#### **City Council Quarterly Report**

Tammy reported that the Q4 FY23 City council quarterly report was completed and submitted on July 14, 2023.

## **NEW BUSINESS**

### **a. Resolutions**

**7-01-2023 RESOLUTION APPROVING THE CHIEF EXECUTIVE OFFICER TO ACCEPT A BLIGHT ELIMINATION GRANT THROUGH THE MICHIGAN STATE LAND BANK AUTHORITY.** Board Chair Ward Gerson provided background on the resolution. **Motion by Member Hosey to approve resolution. Supported by Member Morrow-Bartell. MOTION UNANIMOUSLY APPROVED.**

**7-02-2023 RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO ENTER INTO A SERVICES AGREEMENT WITH CENTER FOR COMMUNITY PROGRESS.** Rob Linn, Director Planning and Analysis, provided background on the resolution. **Motion by Member Hosey to approve resolution. Supported by Member Morrow-Bartell. MOTION UNANIMOUSLY APPROVED.**

**7-03-2023 RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH ISLAND VIEW TOWNHOMES LLC.**

Jano Hanna, Director Sales and Marketing, provided background on the resolution. **Motion by Member Hosey to approve resolution. Supported by Member Morrow-Bartell. MOTION UNANIMOUSLY APPROVED.**

**CLOSED SESSION**

Board Chair Ward Gerson stated that she was instructed by General Counsel that there would not be a Closed Session.

**ADJOURNMENT**

There being no further business, Board Chair Ward Gerson called for a **Motion to adjourn. Motion by Member Hosey to adjourn the meeting. Supported by Member Morrow-Bartell MOTION UNANIMOUSLY APPROVED.** The meeting was adjourned at **10:40 a.m.**

**09-01-2023**

RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER  
TO REMIT PAYMENT TO SALESFORCE ON BEHALF OF THE  
DETROIT LAND BANK AUTHORITY

**RESOLUTION NO.      09-01-2023**

**RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO REMIT PAYMENT TO SALESFORCE ON BEHALF OF THE DETROIT LAND BANK AUTHORITY**

WHEREAS, the Detroit Land Bank Authority seeks to continue to engage the services of Salesforce to provide web-based, database platform services to support its current and future programmatic initiatives; and

WHEREAS, the Detroit Land Bank Authority commenced use of Salesforce through a Consulting Agreement, dated December 9, 2014, with Enterprise Community Investment, Inc.; and

WHEREAS, Salesforce has delivered to the Detroit Land Bank Authority an invoice, attached hereto as Exhibit 1, the total expenditures of which are \$178,255.80; and

WHEREAS, Salesforce may submit additional invoices or order forms prior to August 7, 2024, for additional services in furtherance of the Detroit Land Bank Authority's mission, up to a total of an additional \$50,000.00; and

WHEREAS, the staff recommends and the Board of Directors of the Detroit Land Bank Authority has determined that it is necessary and appropriate for the Detroit Land Bank Authority to remit payment to Salesforce in order to ensure the furtherance of its programs.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE DETROIT LAND BANK AUTHORITY, that the invoice attached hereto as Exhibit 1, is approved and remittance of payment by the Chief Executive Officer, on behalf of the Detroit Land Bank Authority, for web-based, database platform services is authorized and ratified. BE IT FURTHER RESOLVED that the Chief Executive Officer is authorized to remit payment for any additional invoices or order forms submitted by Salesforce prior to August 7, 2024, for services that she deems necessary and appropriate, in her sole discretion, in furtherance of the Detroit Land Bank Authority's mission, up to a total of an additional \$50,000.00, for a total cap on expenditures of \$228,255.80.

The foregoing resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote was as follows

Erica Ward Gerson  
Richard Hosey  
Miranda Morrow-Bartell

Patricia Pernell-Shelton  
Carol Walters

The undersigned thereupon declared the resolution duly passed and adopted this 26<sup>th</sup> day of September, 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Salesforce, Inc.  
Salesforce Tower  
415 Mission Street, 3rd Floor  
San Francisco, CA 94105  
United States

INVOICE

Bill To:  
Detroit Land Bank Authority  
Attn: Juston Lindsey  
500 Griswold St, Suite 1200  
Detroit, MI 48226  
US

Ship To:  
Detroit, MI 48226  
US

Invoice Number:	26805452
Invoice Date:	8/5/2023
Invoice Due Date:	9/4/2023
Payment Terms:	Net 30
Payment Method:	Check
Account Number:	4-599402
Contract Number:	03178020
Document Sequence:	10010006030989
Invoice Amount:	USD 178,255.80

## Remittance Information

Remit To:  
Salesforce, Inc.  
P.O. Box 203141  
Dallas, TX 75320-3141  
United States

### Wire Transfer To:

Bank Name: Wells Fargo  
Bank Address: 420 Montgomery St.

San Francisco, CA 94104  
USA

A/C Name: SALESFORCE, INC (AR)  
Swift Code: WFBUS6S  
A/C No: 4121519896  
ABA No.: 1210-0024-8

Please reference invoice number 26805452 with your payment.

## Tax Summary

Total Taxable:	USD 0.00
Total Non Taxable:	USD 178,255.80
Total Tax @ 0%:	USD 0.00

## Invoice Details

Vendor: Salesforce, Inc.

Purchase Order #: NA

	Service	Quote #	Months	Qty	Unit Price+	Tax Rate	Tax	Total
1	Additional Lookups	Q-06131774	12.00	2	0.00	0%	0.00	0.00
	Service Dates: 8/8/2023 - 8/7/2024							
2	Customer Community Plus - Unlimited Edition - Members	Q-06131774	12.00	310	2.06	0%	0.00	7,663.20
	Service Dates: 8/8/2023 - 8/7/2024							
3	Customer Community Plus - Unlimited Edition - Members	Q-07272469	12.00	25	2.06	0%	0.00	618.00
	Service Dates: 8/8/2023 - 8/7/2024							
4	Data Storage (500MB)	Q-06131774	12.00	11	12.50	0%	0.00	1,650.00
	Service Dates: 8/8/2023 - 8/7/2024							
5	File Storage (10GB)	Q-07272469	12.00	5	10.41	0%	0.00	624.60
	Service Dates: 8/8/2023 - 8/7/2024							
6	Sales Cloud - Unlimited Edition	Q-06131774	12.00	290	43.00	0%	0.00	149,640.00

Service Dates: 8/8/2023 - 8/7/2024								
7	Sales Cloud - Unlimited Edition	Q-07272469	12.00	25	43.00	0%	0.00	12,900.00
Service Dates: 8/8/2023 - 8/7/2024								
8	Sales Cloud - Unlimited Edition	Q-06267061	12.00	10	43.00	0%	0.00	5,160.00
Service Dates: 8/8/2023 - 8/7/2024								
								Subtotal: USD 178,255.80

Salesforce, Inc. Total Charges: USD 178,255.80

+ The unit price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The total price for this invoice was calculated using the actual price, rather than the unit price displayed above, and is the true and binding total for this Invoice.

Please note: Access to [Salesforce Inc](#) CRM subscription services is through remote Internet browser. This on-demand CRM service does not include the transfer of any software.

Contact Customer Service at 415-901-8457 for any questions.

For more information regarding billing for your account, please view your account summary at: [Your Account](#).\*

To view and manage your Tableau invoices, please login to the [Tableau Customer Portal](#)\*\*.

For answers to frequently asked billing questions, please visit our Billing FAQ at:  
<https://help.salesforce.com/s/articleView?id=000328621&type=1>

The taxes and fees for Lightning Voice other than sales tax will vary based on jurisdiction and are listed at:  
[https://www.salesforce.com/content/dam/web/en\\_us/www/documents/legal/Agreements/telecommunications-taxes/telecom-taxes-and-fees-list.pdf](https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/Agreements/telecommunications-taxes/telecom-taxes-and-fees-list.pdf)

To contact the Billing Department, please click here: <https://help.salesforce.com/articleView?id=000044615&type=1>

This invoice was generated using Salesforce.

\* Requires login access to Your Account (currently Your Account is only available for Service Cloud and Sales Cloud).

\*\* Requires login access to the Tableau Customer Portal and Portal Administrator permissions. Please see [Manage Users in the Customer Portal](#) for more information on Tableau portal user permissions.

**09-02-2023**

RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER  
TO REMIT PAYMENT TO FINANCIALFORCE ON BEHALF OF  
THE DETROIT LAND BANK AUTHORITY

**RESOLUTION NO.      09-02-2023**

**RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO REMIT PAYMENT TO FINANCIALFORCE ON BEHALF OF THE DETROIT LAND BANK AUTHORITY**

WHEREAS, the Detroit Land Bank Authority previously entered into seven consecutive annual contracts with FinancialForce for web-based, financial support services, the first of which commenced July 1, 2016, and the seventh of which expired June 30, 2023; and

WHEREAS, the Detroit Land Bank Authority seeks to continue to engage the services of FinancialForce to provide web-based, financial support services for the purpose of maintaining the Detroit Land Bank Authority in full compliance with all federal, state and local laws, rules and regulations; and

WHEREAS, FinancialForce has delivered to the Detroit Land Bank Authority an invoice, attached hereto as Exhibit 1, which constitutes an eighth annual contract, expiring June 30, 2024, governed by the same terms as the first annual contract which commenced July 1, 2016; and

WHEREAS, the total expenditures contemplated by the invoice are \$108,126.36; and

WHEREAS, FinancialForce may submit additional invoices or order forms prior to June 30, 2024, for additional services in furtherance of the Detroit Land Bank Authority's mission, up to a total of an additional \$20,000.00; and

WHEREAS, the staff recommends and the Board of Directors of the Detroit Land Bank Authority has determined that it is necessary and appropriate for the Detroit Land Bank Authority to remit payment to FinancialForce in order to ensure its full compliance with all applicable rules and regulations.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE DETROIT LAND BANK AUTHORITY, that the invoice, attached hereto as Exhibit 1, is approved and the remittance of payment by the Chief Executive Officer, on behalf of the Detroit Land Bank Authority, for web-based, financial support services is authorized and ratified. BE IT FURTHER RESOLVED that the Chief Executive Officer is authorized to remit payment for any additional invoices or order forms submitted by FinancialForce prior to June 30, 2024, for services that she deems necessary and appropriate, in her sole discretion, in furtherance of the Detroit Land Bank Authority's mission, up to a total of an additional \$20,000.00, for a total cap on expenditures of \$ 128,126.36.

The foregoing resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote was as follows

Erica Ward Gerson  
Richard Hosey  
Miranda Morrow-Bartell

Patricia Pernel-Shelton  
Carol Walters

The undersigned thereupon declared the resolution duly passed and adopted this 26<sup>th</sup> day of September, 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Certinia Inc.**

60 South Market St, Suite 750  
San Jose, CA 95113  
USA

Phone: +1 (415) 645-0733

Email: accountsreceivable@certinia.com

**Billing Email:**

tmoorer@detroitlandbank.org

**Attention:**

Tamara Moorer

**Bill To:**

Detroit Land Bank Authority  
500 Griswold Street, Suite 1200  
Detroit, MI 48226 United States

**Primary Use Address:**

500 Griswold Street, Suite 1200  
Detroit, MI 48226 US

**Invoice Number:**

SIN063642

**Customer Account Number:**

C11222

**Invoice Date:**

Jul 05, 2023

**Payment Terms:**

NET 30

**Invoice Due Date:**

Aug 04, 2023

**Customer Reference:**

Y9 Renewal

**Subscription Billing Period:**

Jul 01, 2023 to Jun 30, 2024

**PO Number:**

Item Description	Users	Price Per Month	Months	Billing Total
<b>01 Group1</b>				
Full Accounting User /	12	202.21	12	29,118.24
Conga Engine for Financial Management	1	0.00	12	0.00
Full Sandbox /	1	1,287.22	12	15,446.64
Premier Success /	1	1,287.22	12	15,446.64
1-250 Fixed Assets Managed /	1	46.22	12	554.64
Accounting Engine /	1	866.65	12	10,399.80
Full Use Supply Chain Management User /	20	114.39	12	27,453.60
Executive Supply Chain Management User /	3	28.90	12	1,040.40
Executive Accounting User /	5	144.44	12	8,666.40

Currency - USD	<b>Invoice Subtotal</b>	108,126.36
	<b>Tax</b>	0.00
	<b>Balance Due</b>	108,126.36

**Bank details for Wire Transfers:**

Certinia Inc.  
 JPMorgan Chase Bank, N.A.  
**Account Number:** 859077619  
**Bank Routing and Transit Number:** 021000021  
**SWIFT Code:** CHASUS33  
**Bank Reference Address:** JPMorgan Chase, 383 Madison Ave,  
 New York, NY 10017

**ACH Details**

Certinia Inc.  
**Account Number:** 859077619  
**ACH Bank Routing Number:** 322271627

For Payment Remittance Advice, send an email to  
[accountsreceivable@certinia.com](mailto:accountsreceivable@certinia.com).

**Please make checks payable to:**

"Certinia Inc." and send to JPMorgan Lockbox address:  
 P.O. Box 737065  
 Dallas, TX 75373-7065, USA

**09-03-2023**

RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER  
TO ENTER INTO AN AMENDMENT TO A SERVICES  
AGREEMENT WITH REVLEGAL SERVICES, INC.

**RESOLUTION NO.      09-03-2023**

**RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO ENTER INTO AN AMENDMENT TO A SERVICES AGREEMENT WITH REVLEGAL SERVICES, INC.**

WHEREAS, the Detroit Land Bank Authority and RevLegal Services, Inc. entered into a Services Agreement, dated October 4, 2022, for services related to the Detroit Land Bank Authority’s Nuisance Abatement Program, as approved by this Board through Resolution No. 09-12-2022; and

WHEREAS, The Detroit Land Bank Authority and RevLegal Services, Inc. desire to amend the existing Services Agreement to extend the term for an additional one-year period, through October 3, 2024, and to modify the Scope of Work set forth on Schedule A of the Agreement, both of which are reflected in the Amendment, attached hereto as Exhibit 1; and

WHEREAS, the total budget of \$1,300,000 for the existing Services Agreement is permitted to increase by a maximum of \$700,000, for a total cap on expenditures of \$2,000,000, through October 3, 2024, under the existing Services Agreement as amended; and

WHEREAS, the staff recommends and the Board of Directors of the Detroit Land Bank Authority has determined that it is necessary and appropriate to enter into this Amendment to continue to avail the Detroit Land Bank Authority of services related to its Nuisance Abatement Program.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE DETROIT LAND BANK AUTHORITY, that the Chief Executive Officer is authorized to negotiate, sign, and enter into an Amendment to an existing Services Agreement substantially in the form attached hereto as Exhibit 1, on behalf of the Detroit Land Bank Authority, for services related to the Detroit Land Bank Authority’s Nuisance Abatement Program, with such changes as the Chief Executive Officer deems necessary or appropriate in her sole discretion, so long as they do not substantially increase the liabilities imposed upon the Detroit Land Bank Authority.

The foregoing resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote was as follows

Erica Ward Gerson  
Richard Hosey  
Miranda Morrow-Bartell

Patricia Pernell-Shelton  
Carol Walters

The undersigned thereupon declared the resolution duly passed and adopted this 26<sup>th</sup> day of September, 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AMENDMENT TO**  
**DETROIT LAND BANK AUTHORITY'S**  
**SERVICES AGREEMENT**

THIS AMENDMENT (the "Amendment"), by and between the **DETROIT LAND BANK AUTHORITY**, a Michigan public body corporate ("DLBA"), whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan 48226, and **REVLEGAL SERVICES, INC.**, a domestic profit corporation ("Contractor"), whose address is 1650 West Big Beaver Road, Troy, Michigan 48084, is dated and effective as of \_\_\_\_\_ (the "Effective Date").

**WHEREAS**, the DLBA and the Contractor are parties to a Services Agreement, dated, October 4, 2022 (the "Agreement"), to accomplish services to be performed and obligations to be undertaken by the Contractor for title and service of process services in connection with the DLBA's Nuisance Abatement and Drug House Unit Programs;

**WHEREAS**, the term of the Agreement remains in effect through October 3, 2023;

**WHEREAS**, the DLBA and the Contractor, each having the authority to do so, desire to enter into this Amendment to extend the term of the Agreement and it modify its Scope of Work;

**NOW, THEREFORE** for good and valuable consideration, the DLBA and the Contractor amend the Agreement as follows:

1. Extension: The Agreement is hereby extended for an additional one (1) year period, through October 3, 2024.
2. Scope of Work: The Scope of Work set forth on Schedule A of the Agreement is hereby rescinded and replaced with the Scope of Work set forth on Exhibit A, attached hereto.
3. Non-Waiver: The terms and conditions of the Agreement, not changed pursuant to the Amendment, shall remain in full force and effect through October 3, 2024.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the Effective Date.

**DETROIT LAND BANK AUTHORITY**

**REVLEGAL SERVICES, INC.**

By: \_\_\_\_\_  
Name: Tammy Daniels  
Its: Chief Executive Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Address:  
500 Griswold Street, Suite 1200  
Detroit, Michigan 48226

Address:  
1650 West Big Beaver Road  
Troy, Michigan 48084

## Exhibit A

### Scope of Work

#### Summary of Services: Nuisance Abatement Program

Contractor RevLegal will perform the Services listed below for a fee of **Four Hundred Seventy Five and 00/100 (\$475.00) Dollars** on a per unit basis through October 3, 2024. One unit is equal to one property address.

#### Section A: NAP Intake & Title Services

RevLegal shall:

1. Receive property list of units from DLBA by spreadsheet or by transmission through Salesforce;
2. Order current owner and tax searches from eTitle to identify all owners, interest holders, liens, bankruptcies, deceased parties, and other outstanding interests consistent with Docket Directive 2018-03;
3. Conduct online investigative searches for the addresses of each interest holder to comply with the Docket Directive 2018-03. The preferred DLBA database is TLO or its equivalent, (locating in TLO any recent phone numbers and email addresses that are at least 75% accurate), then USPS if needed, or LARA and probate court records if needed, RevLegal will identify the last known service address or addresses for all identified owners and interest holders of each property unit, including Resident Agents and Registered Offices. (DLBA will direct RevLegal where to enter any phone numbers and email addresses located in TLO. The parties acknowledge that phone numbers and email addresses are optional deliverables and to be provided only if rated 75% accurate by TLO);
4. Within seven business days of receipt of the property list of units from DLBA, deliver current owner title search for each unit via SharePoint and input legal interest holders and addresses into Salesforce;
5. Invoice DLBA **One Hundred Thirty Five and 00/100 (\$135.00) Dollars** upon completion of all tasks in Section A. The DLBA reserves the right to automate the invoice process using its Salesforce platform during the term the Agreement is in effect.. Deliverables for this first billing milestone are: (i) delivery of current owner search product for a unit; (ii) input into Salesforce of all interest holders and addresses for a unit; and (iii) approval of legal interest holders and addresses by DLBA. Invoice DLBA **Seventy-Five and 00/100 (\$75.00) Dollars** for any property for which RevLegal completes the abstract and title, but does not move forward because the property is government owned. This reduced rate of **Seventy Five and 00/100 (\$75.00) Dollars** will be effective as of October 4, 2022, the original Services Agreement Effective Date.

#### Section B: NAP Generate Complaint & Supporting Documents

DLBA shall:

1. Populate Salesforce template Complaint with necessary property interests and data with all exhibits (A, B & C), Lis Pendens, and Ex Parte Order to;

2. Upload draft Complaint and supporting documents to SharePoint for review and approval by DLBA attorneys;
3. DLBA attorney(ies) to approve Complaint and document approval via Salesforce status change, and will email RevLegal confirmation of the same.

### **Section C: NAP Complaint & Supporting Documents Filings/Recording of Documents**

RevLegal shall:

1. Efile Complaint no later than one business day after DLBA approval (approval in email form) of Complaint;
2. Update Ex-Parte Order with case number and file with Wayne County Circuit Court via Salesforce/DocuVault;
3. Download summons from Third Circuit Court;
4. Update case number on Lis Pendens and ERecord Lis Pendens with Wayne County Register of Deeds via Salesforce/DocuVault;
5. RevLegal to update Salesforce/DocuVault with Complaint filing information as well as dates for Ex-Parte Order and Lis Pendens;
6. Upload court stamped filed documents via Salesforce/DocuVault; and
7. Upload recorded documents to Salesforce/DocuVault.

### **Section D: NAP Complete Service of Process for Defendants and Non-Defendants**

All service packets should be mailed within ten business days or made available to the DLBA vendor within seven business days in each case, once all court stamped documents and Erecorded documents are returned to RevLegal.

RevLegal shall:

1. Complete regular Service, as applicable, via:
  - a. Personal Service;
  - b. Certified Mail;
  - c. Restricted Certified Mail;
  - d. Registered Mail;
  - e. USPS Mail;
  - f. Mail to LARA in appropriate circumstances
2. Prepare service packets for mailing/personal service for each Complaint
  - a. Make copies of all documents for service including the following:
    - i. Complaint and Summons Cover Letter
    - ii. Summons
    - iii. Lis Pendens
    - iv. Complaint
    - v. Exhibit A (legal descriptions and Interest Holders)
    - vi. Exhibit B (Photos and affidavits) for the specific property
    - vii. Exhibit C – First page only
    - viii. Ex Parte Order Prohibiting Transfer

3. Schedule, Coordinate and Assign responsibility for Personal Service to vendors:
  - a. Schedule, coordinate, and document the assignment to DLBA vendors, the responsibility to pick up service packets and personally serve the defendants listed in the Complaint;
  - b. Track vendor assignments and enter pick up date for each personal service packet in Salesforce;
  - c. DLBA to track personal service and follow up with vendors as emailed by RevLegal;
  - d. DLBA to draft and obtain all affidavits of non-service as needed;
  - e. DLBA to track with each vendor, the status of personal service documents and corrections as needed;
  - f. DLBA to update Salesforce with returned personal service information for each property;
  - g. DLBA to coordinate the filing of the affidavit of service/proof of service (as to the defendant(s) where service was achieved) along with corresponding summon(s) with the court once returned by DLBA vendor;
  - h. DLBA to coordinate the upload of court stamped affidavit of service/proof of service/return of service into Salesforce/DocuVault;
  - i. DLBA will upload all affidavits of service received to SharePoint for retrieval by RevLegal;
  - j. RevLegal to retrieve all affidavits of non-service that are available on SharePoint for inclusion in the Motion and Order for Alternative Service. In the instance when affidavits of non-service have not been returned, RevLegal should proceed as normal without the affidavits of non-service.
  
4. Complete the following tasks for all Restricted and Registered Mail:
  - a. Prepare green cards for certified/restricted/registered mailings;
  - b. Enter mailing date in Salesforce;
  - c. Prepare affidavit of service for mailings and file with court;
  - d. Prepare and file proof of service along with corresponding summon(s) for service achieved certified/restricted/registered mailings;
  - e. Upload court stamped affidavit of service/proof of service/return of service to Salesforce;
  - f. Update Salesforce with all returned mail for each property and defendant.
  - g. For all returned mail, RevLegal should scan the returned envelope, along with the Summons and Order Prohibiting Transfer and/or Lis Pendens, to Salesforce and/or SharePoint.
  
5. Invoice DLBA **Two Hundred Eighty and 00/100 (\$280.00) Dollars** upon completion of all tasks in Sections B, C, and D.
  
6. Deliverables for this second billing milestone are: (i) filing of Complaint and all necessary pleadings; (ii) completion of all methods of service by mail required by Section D (1) b-f above; (iii) assignment and delivery to vendors of personal service packets as required by Section D(1) a above; (iii) upload of all service by mail documents into

Salesforce/DocuVault; and (iv) data entry into Salesforce for all tasks required to be completed by RevLegal in Sections B, C. and D above.

7. For any properties for which Personal Service packets are not completed, as set forth in #3 in this Section above, RevLegal shall invoice DLBA **Two Hundred Forty and 00/100 (\$240.00) Dollars** upon completion of all mailings. Full price payment for this milestone will not be paid by DLBA unless all service requirements are fully completed. For the purposes of this Section only, pricing will be effective as of October 4, 2022, the original Services Agreement Effective Date.

### **Section E: Alternative Service**

RevLegal shall:

1. Retrieve service report from Salesforce to prepare Alternative Service Order 7 to 10 days before summons expiration date shown in Salesforce.
2. Follow these steps to prepare, file and serve the Alternative Service Order and related pleadings:
  - a. Prepare Alternative Service Order and Motion, Exhibit A for all applicable properties, as identified by DLBA. So that RevLegal can prepare Exhibit A, DLBA will provide all affidavits of non-service from all DLBA process server vendors. Exhibits B, C and/or D would only include the court-stamped affidavits previously filed. If affidavits have not been returned (as indicated by the Salesforce-generated report) by the time of the drafting and preparation, RevLegal should proceed with the processing of the Motion and Order for Alternative Service as established by the DLBA;
  - b. Prepare Exhibit B, C and/or D which reiterates the dates in which mailings were sent out for all properties included in the Alternative Service Motion;
  - c. Upload the draft Alternative Service Order and Exhibits to SharePoint for DLBA review and approval;
  - d. Efile Alternative Service Order, and request extended summons from DLBA staff, as necessary;
  - e. Prepare USPS mailings for Alternative Service Order;
  - f. Prepare affidavit of service for Alternative Service Order mailings and file with court;
  - g. Upload via Salesforce/DocuVault, the court stamped affidavit of service for mailings;
  - h. The Alternative Service Order date and the mailing date should be updated in Salesforce.

The Alternative Service Order mailing should be placed in the mail within seven business days of receiving the returned Order and updated Summons (as applicable).

3. Invoice DLBA **Sixty and 00/100 (\$60.00) Dollars** upon completion of all tasks in Sections E.. Deliverables for this third billing milestone are: (i) preparation, filing and serving Alternate Service Order and related pleadings; (ii) upload of all filed alternate service

documents into Salesforce/DocuVault; and (iii) data entry into Salesforce for all tasks completed by RevLegal in Section E.

### **Section F: Drug House Unit (“DHU”) Intake and Title Services**

Same as Section A for Nuisance Abatement Program. (“NAP”)

### **Section G: Drug House Unit Preparation of Complaint & Supporting Documents**

1. DHU identified property Group for Complaint (Only one property defendant for each DHU complaint);
2. Prepare DHU Complaint and Exhibit A – Search Warrants and Exhibit B – Warning Letters (Contractor to retrieve and compile from Case Management System);
3. Prepare DHU Lis Pendens and DHU Ex Parte Order;
4. Within two business days of determining legal interest holders (Item A(1)), upload prepared Complaint documents to SharePoint;
5. DLBA Attorney to approve Complaint and indicate approval via Salesforce status change

### **Section H: Drug House Unit Complaint & Supporting Documents Court Filings/Recording of Documents**

Same as NAP

### **Section I: Drug House Unit Complete Service of Process for Defendants and Non-Defendants**

1. Regular Service to be completed, as applicable, via:
  - a. Personal Service
  - b. Certified Mail
  - c. Restricted Certified Mail
  - d. Registered Mail
  - e. USPS Mail
  - f. Mail to LARA in appropriate circumstances
2. Prepare service packets for mailing/personal service for each Complaint
  - a. Make copies of all documents for service pick up including the following:
    - i. DHU Complaint and Summons Cover Letter
    - ii. Summons
    - iii. DHU Lis Pendens
    - iv. DHU Complaint
    - v. DHU Exhibit A – Search Warrants
    - vi. DHU Exhibit B – Warning Letters
    - vii. DHU Ex Parte Order Prohibiting Transfer

3. Personal Service:

Same as NAP

4. Certified/Restricted and Registered Mail:

Same as NAP

All service packets should be mailed and given to the investigator within seven business days once all court stamped documents and Erecorded documents are returned to RevLegal.

Same as NAP

#### 5. Alternate Service

The Alternate Service Order mailing should be placed in the mail within 7 days of receiving the returned Order and updated Summons.

Same as NAP

The first, second and third milestones to be billed for Drug House Units are the same milestones as to be billed for NAP.

### **Additional Considerations**

1. DLBA will reimburse Contractor at cost for any recording fees, filing fees, postage for USPS mailing, LARA costs, certified mailings, restricted certified and registered mailings and any others costs necessary to complete the scope of work in this Exhibit 1 Scope of Work.
2. RevLegal will not invoice for any work completed prior to milestone achievement unless an equitable adjustment is required due to an unforeseen pattern of cancellations by DLBA preventing RevLegal from reaching billing milestones.
3. RevLegal will ensure that all document work product will have consistent and uniform formatting and spacing throughout document.
4. RevLegal will ensure that DLBA is timely notified of any backlog in requested Services.

### **BILLING SPECIFICATIONS**

Based upon the billing milestones completed in the prior month, RevLegal will provide to the DLBA complete and accurate monthly invoicing for fees and costs incurred for the prior month. The invoices should be sent no later than the **10<sup>th</sup>** of every month for review and processing. DLBA, in turn, agrees to deliver such fees to RevLegal within 30 days of receipt of such complete and accurate invoice(s), or notify RevLegal within 15 days of receipt of any corrections needed to invoice(s). If any complete and accurate monthly invoice is not paid within 30 days, the DLBA will pay a late fee of 2% of the total invoice assessed each month the invoice remains unpaid. All invoicing communications and documents should be sent to Myesha Morrison at **mmorrison@detroitlandbank.org** and Accounts Payable at **accountspayable@detroitlandbank.org**. If the contacts for invoicing should change, Contractor will immediately be contacted via email of any changes.

Reduced Fee Billing Schedule:

Section A – NAP Intake & Title Services

- Title Abstract and Address Update \$35.00

Section D – Complaint Service of Process

- Mailing completed after 10 business days and personal service made available after 7 business days \$255.00
- Mailing completed after 15 business days and personal service made available after 12 business days \$225.00
- Mailing completed after 20 business days and personal service made available after 17 business days \$175.00
- Mailing completed after 30 business days and personal service made available after 27 business days \$125.00

Section E – Alternative Service

- Completed after 7 days \$50.00
- Completed after 14 days \$40.00
- Completed after 21 days \$30.00
- Completed after 30 days \$20.00

\*\*\*The timelines for Sections D and E above are based upon the return date(s) of the Order Prohibiting Transfer and/or the Order for Alternative Services\*\*\*

**09-04-2023**

RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO  
ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT  
WITH HABITAT FOR HUMANITY DETROIT

**RESOLUTION NO. 09-04-2023**

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH HABITAT FOR HUMANITY DETROIT**

WHEREAS, the Detroit Land Bank Authority (the "DLBA") was created in order to assemble or dispose of vacant, tax foreclosed, and public property in a coordinated manner to foster the development of that property and to promote homeownership, neighborhood revitalization, and economic growth in the City of Detroit (collectively, "Revitalization"); and

WHEREAS, the City of Detroit develops and implements its programs and policies regarding Revitalization through certain City departments and agencies including, but not limited to, the Office of Jobs and Economic Development, the Planning and Development Department and the Housing and Revitalization Department (collectively, the "City Revitalization Offices"); and

WHEREAS, the DLBA desires to support the Revitalization programs and policies of the City Revitalization Offices, and to that end is willing to assist and cooperate with them to make property available for Revitalization projects and opportunities; and

WHEREAS, Habitat for Humanity Detroit ("Purchaser") applied to purchase the property located at 4700 Maryland (the "Property") as a house renovated by the DLBA to the point where it satisfies the DLBA's Compliance requirements, which Purchaser would then complete and sell to a participant selected for their program (the "Project"); and

WHEREAS, the Purchase & Development Agreement negotiated between the DLBA and Purchaser is attached hereto as Exhibit 1 (the "Agreement"); and

WHEREAS, the DLBA staff believe the Agreement is necessary and appropriate, and recommend that the Board of Directors authorize the Chief Executive Officer to enter into the Agreement and sell the Property to Purchaser.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE DETROIT LAND BANK AUTHORITY, that the Chief Executive Officer is authorized to (1) negotiate, sign, and enter into an Agreement substantially in the form attached hereto as Exhibit 1, on behalf of the Detroit Land Bank Authority with such changes as the Chief Executive Officer may deem necessary or appropriate in her sole discretion, so long as they do not substantially increase the liabilities imposed upon the Detroit Land Bank Authority, and (2) sell the Property to Purchaser.

The foregoing resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote was as follows

Erica Ward Gerson  
Richard Hosey  
Miranda Morrow-Bartell

Patricia Pernell-Shelton  
Carol Walters

The undersigned thereupon declared the resolution duly passed and adopted this 26<sup>th</sup> day of September, 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## PURCHASE & DEVELOPMENT AGREEMENT

This Purchase & Development Agreement (this "**Agreement**") is entered by and between the Detroit Land Bank Authority, a Michigan public body corporate, whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan 48226 ("**DLBA**"), and Habitat for Humanity Detroit, a Michigan nonprofit corporation whose address is 14325 Jane, Detroit, Michigan 48205 ("**Purchaser**"), as of the Effective Date regarding certain real property located in the City of Detroit, Wayne County, Michigan, commonly known as 4700 Maryland St, Detroit, Michigan (the "**Property**"), and more particularly described as follows:

Legal Description: E MARYLAND LOT 36 ELM PARK SUB L42 P51 PLATS, W C  
R 21/614 50 X 115

Tax Parcel ID: 21064219.

The "**Effective Date**" of this Agreement will be the date of the last signature set forth below. DLBA and Purchaser are referred to from time to time in this Agreement individually as a "**Party**" and, together, as the "**Parties**."

1. **Property Description; Sale.** DLBA will sell and Purchaser will purchase the Property in accordance with the terms and conditions of this Agreement.

2. **Purchase Price; Deposit; Taxes.**

(a) **Purchase Price.** The purchase price for the Property is \$82,500.00 (the "**Purchase Price**"), as modified by any "**Change Order Notifications**" accepted by Purchaser. Purchaser will pay the Purchase Price in full at the time of closing on the sale of the Property (the "**Closing**"), less the amount of the Deposit (as defined in Subsection (b)).

(b) **Earnest Money Deposit.** DLBA acknowledges that Purchaser has made an earnest money deposit in the amount \$8,250.00 (the "**Deposit**"), and that this Deposit will be either (i) applied to the Purchase Price at Closing; or (ii) retained by DLBA as expressly set forth in this Agreement, or (iii) returned to Purchaser as expressly set forth in this Agreement.

(c) **Taxes and Other Charges.** Purchaser will be responsible for paying any outstanding taxes, solid waste fees, water and sewer charges, or other recorded lien charges assessed against the Property prior to the Closing.

3. **Right of Entry.** DLBA grants Purchaser a temporary license allowing access to the Property to Purchaser and its employees, agents, contractors, or partners beginning on the Effective Date and ending on the earlier of the date of Closing or termination of this Agreement to permit ingress, egress, and maintenance of the Property as well as to inspect the Property and to make engineering and environmental tests and studies as may be required or necessary for Purchaser to determine the feasibility of any proposed use, including but not limited to soil boring and bearing tests and detailed surveying activities and such environmental due diligence as Purchaser deems reasonably appropriate, provided such work does not unreasonably interfere with demolition or

site improvement activities of DLBA or the business use of any tenant in possession. DLBA agrees to deliver prior notice to Purchaser of any such planned demolition or site improvement activities and notify Purchaser of any tenants in possession of the Property or any part thereof. All such testing will be done at the risk and expense of Purchaser. Purchaser will not use the Property for any other purpose or use except to secure, maintain, or study the Property as set forth above. To the extent permitted by law, DLBA assumes no liability or responsibility whatsoever with respect to Purchaser's work on and maintenance or study of the Property. Purchaser agrees to indemnify and hold harmless DLBA, its departments, agencies, boards, commissions, officers, agents and employees from all claims, demands, actions, or liability for any property damage or personal injuries sustained by any person arising from or related to Purchaser's access of the Property, or from any act or omission of Purchaser in exercising its rights under this temporary license. Purchaser will promptly pay and reimburse DLBA for any and all costs or expenses incurred in defending against an action arising out of Purchaser's work on and maintenance of the Property or any activities of Purchaser in connection with this temporary license unless caused by DLBA's (or any of its departments', agencies', boards', commissions', officers', agents' and employees') gross negligence or willful misconduct. Purchaser will provide notice to and incorporate this indemnification provision in agreements with all employees, successors, assigns, agents and contractors working on the Property subject to this temporary license. Purchaser must obtain general liability insurance that provides full coverage for DLBA, its successors and assignees for all claims, demands, actions, suits, judgments, and settlements for bodily injury or property damage arising out of Purchaser's work on and maintenance of the Property with minimum policy limits in the amount of \$500,000.00 per occurrence for property damage, and \$1,000,000.00 per occurrence for bodily injury, with a \$2,000,000.00 aggregate. Within 10 days after the Effective Date, Purchaser will provide DLBA a certificate of insurance listing DLBA as an additional insured. The insurance policy must provide that it may not be modified, cancelled, or allowed to expire without 30 days prior written notice to DLBA (provided, however, if Purchaser's insurance provider or policy does not provide for such notice, then in lieu of such notice from the insurer, Purchaser covenants to provide such notice to DLBA). At any time during the term of this temporary license, DLBA may request proof of insurance coverage required under this Section from Purchaser. Purchaser will reimburse DLBA for any and all costs, expenses, and insurance premiums paid or incurred by DLBA due to Purchaser's failure to maintain insurance coverage required under this Section.

4. **Pre-Closing Work.**

(a) **Pre-Closing Period.** The "*Pre-Closing Period*" begins on the Effective Date and ends on the date which is 90 days after the Effective Date.

(b) **Scopes of Work.** During the Pre-Closing Period, the DLBA will diligently work to complete all work identified and described in the documents attached to this Agreement as Exhibit A (collectively, the "*Scope of Work*"). DLBA and Purchaser agree that DLBA is not

responsible for any other work or task unless a Change Order is issued pursuant to Subsection (c) below.

(c) **Change Orders.** During the Pre-Closing Period, if DLBA discovers that any activities beyond the Scope of Work are required that could not reasonably have been anticipated as of the date of the Scope of Work, DLBA will submit a change order notification to Purchaser substantially in the form attached as Exhibit B (each, a "**Change Order Notification**") including the associated change in the Purchase Price. Purchaser will approve or deny each Change Order Request in writing within 5 business days. If approved, DLBA will complete the modified work and the Purchase Price will be modified as described in the Change Order Notification. If Purchaser denies the Change Order Request, the Parties will attempt to resolve their differences by negotiating in good faith for a period of 30 days. If the Parties do not reach an agreement at the end of this 30-day period, either Party may terminate the Agreement by providing written notice to the other Party of its intent to terminate the Agreement on the date 30 days after the date of the notice and specifying the issue that is the subject of the unresolved dispute.

(d) **Extensions to Pre-Closing Period.** If additional time is required to complete all work described in the Scope of Work, DLBA may unilaterally extend the Pre-Closing Period by up to 60 days by delivering written notice to Purchaser. If DLBA does not complete the work described in the Scope of Word by the end of this 60-day period, Purchaser may terminate the Agreement by providing written notice to DLBA of its intent to terminate the Agreement on the date 15 days after the date of the notice. If Purchaser terminates the Agreement pursuant to this subsection, then DLBA will return the Deposit to Purchaser.

## 5. **Title.**

(a) **Title Commitment.** DLBA has delivered to Purchaser a commitment for an owner's policy of title insurance from a title company ("**Title Commitment**") for each Property, acceptable to DLBA and Purchaser, to insure Purchaser (or Purchaser's nominee or assignee, if requested by Purchaser) as holder of marketable fee simple title to the Property, together with a copy of all recorded documents affecting the Property, which constitute (or at any Closing will constitute) any covenant, license, right-of-way, easement, limitation, condition, reservation, restriction, right or option, mortgage, pledge, lien, construction lien, mechanic's lien, charge, conditional sale or other title retention agreement or arrangement, encumbrance, lease, sublease, security interest, or trust interest ("**Encumbrances**") against the Property or exception to DLBA's title.

(b) **Identified Exceptions.** Within 30 days after the Effective Date, Purchaser will review and identify to DLBA all described Encumbrances (the "**Identified Exceptions**") which could reasonably inhibit Purchaser's ability to complete implementation of the Proposed Use.

(c) **Additional Material Exceptions.** In the event one of the Identified Exceptions or one or more additional exceptions reasonably distinct from the Identified Exceptions (each, an "**Additional Material Exception**") which could reasonably inhibit Purchaser's ability to complete implementation of the Proposed Use (the Identified Exceptions, together with the Additional Material Exceptions, are collectively defined as the "**Objectionable Title Exceptions**") are identified after the Effective Date of this Agreement but before Closing, the following will apply:

(i) **Objectionable Title Exception.** Within 30 days of notification that an Objectionable Title Exception has been identified, the Parties may agree to have DLBA file and litigate a quiet title action in the Circuit Court of Wayne County, Michigan to materially remove any such identified Objectionable Title Exception, provided that any attempt by DLBA to remove any Encumbrances in the course of such quiet title action will not impose an obligation upon DLBA to remove any Encumbrances. DLBA will be responsible for all costs and fees associated with a quiet title action to remove an Objectionable Title Exception. The deadline for Closing will be tolled until 30 days after the completion of the final such quiet title action.

(ii) **Inability to Remove Objectionable Title Exception.** In the event (A) the Parties agree to not pursue a quiet title action or (B) that DLBA is unable to file a quiet title action within 30 days of notification that an Objectionable Title Exception has been identified or (C) the quiet title action is unsuccessful in removing the Objectionable Title Exception, Purchaser may (D) deliver a notice of its election to terminate to DLBA, whereupon the Deposit will be returned to Purchaser in full, and this Agreement will thereupon terminate or (E) request a reasonable reduction in the Purchase Price commensurate with the loss of value associated with the Objectionable Title Exception.

(d) **Conclusion of Title Services.** Title services will be considered concluded ("**Title Services Conclusion**") upon the occurrence of at least one of the following events for the Property:

(i) Purchaser fails to identify any Identified Exceptions within 30 days after the Effective Date;

(ii) DLBA receives judgements of quiet title eliminating all Objectionable Title Exceptions; or

(iii) DLBA delivers notice under Section 5(c)(ii) that it is unable to remove all Objectionable Title Exceptions.

## 6. **Closing.**

(a) **Time and Place of Closing.** DLBA and Purchaser will close the transaction under this Agreement within 30 days after the Title Services Conclusion or expiration of the Pre-Closing Period, whichever occurs later, on a date mutually agreed to by the Parties. The Closing will take place after satisfaction of the conditions to Closing as specified in this Section.

(b) **Quit Claim Deed.** DLBA will convey its interest in the Property to Purchaser through a Quit Claim Deed (the "*Deed*"), substantially in the form attached to this Agreement as Exhibit C. Purchaser waives all warranties pertaining to the Property's condition and takes the Property "AS IS, WHERE IS, WITH ALL FAULTS," as described in Section 8.

(c) **Requirements.** DLBA's obligation to effect a Closing hereunder will be subject to the fulfillment by Purchaser of each of the following conditions precedent:

(i) **Resolution of Purchaser's Authority.** Purchaser will furnish to DLBA a certified copy of a resolution satisfactory to DLBA in form and substance, duly adopted by the Board of Directors or governing body of Purchaser, or an authorized vote of the partners, members or joint venturers, authorizing the execution, delivery, and performance of this Agreement and all other documents and actions contemplated hereunder. Purchaser will also furnish to DLBA an incumbency certificate, executed by the corporate secretary of Purchaser, identifying the officers of Purchaser.

(ii) **No Delinquent Taxes.** Purchaser and Purchaser's affiliates will not own or control any properties in the City of Detroit which have a delinquent property tax balance. In the event Purchaser is in good faith contesting any amount due, Purchaser may, in lieu of paying said amount, deposit said amount in an escrow account which will be disbursed upon the resolution of the dispute.

(iii) **Documents and Legal Matters.** All documents reasonably requested by DLBA will have been submitted to DLBA and will be satisfactory in form and content as determined by DLBA.

(iv) **Payment of Purchase Price and Closing Costs.** Purchaser will have tendered payment of the Purchase Price and the Closing costs payable by Purchaser.

(v) **No Default.** There will exist no uncured Event of Default (as defined below) by Purchaser under this Agreement.

(d) **Payment of Expenses.** Purchaser will also pay the following expenses at Closing:

(i) any outstanding taxes, solid waste fees, water and sewer charges, or other recorded lien charges assessed against the Property prior to the Closing.

(ii) costs related to filing of the Real Property Transfer Affidavit, if any;

(iii) the title company's closing and escrow fees; if any; and

(iv) any title insurance premiums or other costs to issue a title policy and any endorsements thereto required by Purchaser.

7. **DLBA Tax Distribution.** Purchaser acknowledges that DLBA is entitled to the distribution of an amount equal to 50% of the property taxes collected on the property for the 5 tax years subsequent to transferring ownership of the Property. The tax distribution may be

incompatible with tax abatements and lot combinations that are otherwise available to Purchaser and could prevent Purchaser from obtaining such abatements or lot combinations unless waived. DLBA will waive its right to the tax distribution for purchasers seeking such tax abatements or lot combinations in exchange for a payment in addition to the Purchase Price. The waiver may be granted at Closing or any time thereafter upon payment by Purchaser.

8. **Property Condition and Indemnification.** DLBA hereby disclaims any warranty, guaranty or representation, express or implied, oral or written, past, present, or future, of, as to or concerning (a) the condition or state of repair of the Property, or the suitability thereof for any purpose; (b) the extent of any right-of-way, lease, possession, lien, encumbrance, easement, license, reservation, or condition in connection with the Property; (c) the compliance of the Property with any applicable laws, ordinances, or regulations of any government or other body, including, without limitation, compliance with any land use or zoning law or regulation, or applicable environmental, rules, ordinances, or regulations; (d) title to or the boundaries of the Property; and (e) the physical condition of the Property, including, without limitation, the environmental condition of the Property and the structural, mechanical, and engineering characteristics of the improvements to the Property. The sale of the Property will be on an "AS IS, WHERE IS, WITH ALL FAULTS" basis. Purchaser expressly acknowledges and agrees that DLBA makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, habitability, merchantability, or fitness for a particular purpose, with respect to the Property, and Purchaser hereby expressly waives and releases any such warranty or representation. Purchaser will buy the Property based on its own investigations, and, by accepting title to all or part of the Property, acknowledges that it has conducted such investigations as it has deemed necessary or advisable. Purchaser will indemnify and hold DLBA and each of its officers, employees, agents, and affiliates, and the successors, assigns, heirs, and legal representatives of each of the foregoing (collectively, the "**DLBA Indemnified Parties**") free and harmless from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and court costs incurred in connection with the enforcement of this indemnity) related to, resulting from, or in any way arising out of the physical condition of the Property or the ownership or operation of the Property prior to, on, and after Closing. Purchaser's indemnification obligations set forth in this Section will survive Closing and will not be merged with the Deed.

9. **Limitation of Liability.** Purchaser understands and acknowledges that DLBA has acquired the Property through foreclosure or similar process, DLBA has never occupied the Property, and DLBA has little or no direct knowledge about the physical condition of the Property. Purchaser agrees that Purchaser is buying the Property "as is" (as more fully set forth in Section 8 of this Agreement).

**Notwithstanding any provision to the contrary in this Agreement, DLBA's liability and Purchaser's sole and exclusive remedy in all circumstances and for all claims arising out of or relating in any way to the Agreement or the sale of the Property to Purchaser will be**

**limited to no more than the Purchase Price. Purchaser agrees that DLBA will not be liable under any circumstances for any special, consequential, or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability), or any other legal or equitable principle, theory, or cause of action arising out of or related in any way to any claim relating to this Agreement or the transfer of the Property to Purchaser, including the condition of the title.**

10. **Inspections by Purchaser.** By executing this Agreement, Purchaser acknowledges and confirms that it is not relying on any information provided or to be provided on behalf of DLBA or any statement, representation, or other assertion made by DLBA or its employees or agents with respect to the Property. All testing, inspections, and investigations will be conducted at Purchaser's sole cost and expense and Purchaser hereby indemnifies DLBA, and holds DLBA harmless against any loss, costs, damage, or expenses arising out of such testing, inspections, and investigation performed by Purchaser, its agents, employees, independent contractors, or assignees.

11. **Representations and Warranties of Purchaser.** To induce DLBA to enter into this Agreement, Purchaser makes the following representations and warranties, which will be true and correct on the date of Closing:

(a) Purchaser is authorized and permitted to enter into this Agreement and to perform all covenants and obligations of Purchaser hereunder and Purchaser's right to execute this Agreement is not limited by any other agreements. The execution and delivery of this Agreement, the consummation of the transaction described herein and compliance with the terms of this Agreement will not conflict with, or constitute a default under, any agreement to which Purchaser is a party or by which Purchaser is bound or violate any regulation, law, court order, judgment, or decree applicable to Purchaser. This Agreement is legally binding on and enforceable against Purchaser in accordance with its terms.

(b) There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings under the Bankruptcy Code, 11 U.S.C. §101, et seq., or under any other debtor relief laws pending or threatened against Purchaser.

(c) If Purchaser is not a natural person or persons, Purchaser has been duly organized, is validly existing and is in good standing in the jurisdiction in which it was formed, and is qualified to do business in the State of Michigan. This Agreement is, and all documents executed by Purchaser and delivered to DLBA at the Closing will be duly authorized, executed, and delivered by Purchaser.

(d) No other action by Purchaser; no consent, approval, order, or authorization of any person or entity that is not a party to this Agreement; and no permit, consent, approval, declaration, or filing with any governmental authority is required for Purchaser to execute and deliver this Agreement or perform the transaction contemplated herein.

(e) Neither Purchaser nor any Affiliate (as defined below) has material unresolved blight or building code violations under the Detroit City Code.

(f) Neither Purchaser nor any Affiliate has been awarded another property by DLBA and then failed to (i) make the deposit on time; (ii) close the purchase on time; or (iii) satisfy the requirements to rehabilitate and have the property occupied on time.

The representations and warranties of Purchaser set forth above and elsewhere in this Agreement will survive Closing for a period of 2 years (the "**Survival Period**").

For purposes of this Agreement, "**Affiliate**" means any other person or entity: (i) in which Purchaser has an ownership interest or (ii) that, directly or indirectly, controls, is controlled by, or is under common control with Purchaser; for the purposes of this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the person or entity in question, whether by the ownership of voting securities, contract, or otherwise.

12. **Affirmative Covenants.** Purchaser covenants and agrees that until the Closing it will:

(a) **Maintenance of Business Existence.** Continue to engage in business of the same general type as now conducted and do all things necessary to preserve, renew, and keep in full force and effect its limited liability company and rights and franchises necessary to continue such business and preserve and keep in force and effect all licenses and permits necessary for the proper conduct of its business.

(b) **Notification of Defaults.** Promptly notify DLBA of any Default under or pursuant to this Agreement, whether or not any requirement of notice or lapse of time, or both, or any other condition has been satisfied or has occurred.

(c) **Compliance with Laws, Ordinances, or other Regulations.** Comply with and will require all consultants, contractors, subcontractors, or any other party engaged by Purchaser and the agents and employees of said parties engaged by the Purchaser to undertake any of the activities associated with the performance of this Agreement to comply with all applicable laws, ordinances, or other regulations imposed by any governmental authority. Purchaser will require as part of any contracts issued in connection with this Agreement that any consultant, contractor, subcontractor, or any other party engaged by Purchaser will comply with all such applicable laws, ordinances, and regulations.

(d) **Further Information.** Promptly furnish DLBA from time to time such other information regarding its operations, business affairs, and financial condition concerning this Agreement that DLBA may reasonably request.

(e) **Further Assurances.** Upon request, execute and deliver, or cause to be executed and delivered, such further instruments, and do or cause to be done such further acts, as may be reasonably necessary or proper to carry out the intent and purpose of this Agreement.

13. **Defaults and Events of Default.**

(a) **Default by Purchaser.** The occurrence of any one or more of the following events will constitute a *Default* of this Agreement by Purchaser:

(i) Purchaser violates any of the terms and conditions of this Agreement, except as otherwise provided in this Section.

(ii) Purchaser places any encumbrance unauthorized by this Agreement, or suffers any levy or attachment to be made, or any materialman's, mechanic's, or construction lien or any other unauthorized encumbrance to attach.

(iii) Purchaser closes on the acquisition of more than nine parcels from DLBA within any 365-day period without approval from the Detroit City Council prior to the acquisitions.

(iv) If Purchaser is not a natural person or persons, any change of 10% or more in the ownership or distribution of the ownership interests of the Purchaser or with respect to the identity of the parties in control of the Purchaser.

(v) Purchaser admits in writing its inability to pay its debts generally as they become due, or Purchaser ceases to conduct business in the normal course by reason of any of the following: (i) the making by Purchaser of any general arrangement or general assignment for the benefit of creditors; (ii) Purchaser becoming a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto unless, in the case of a petition filed against Purchaser, the same is dismissed within 60 days; (iii) the appointment of a trustee or receiver to take possession of substantially all of Purchaser's assets located at the Property or of Purchaser's interest in this Agreement, where possession is not restored to Purchaser within 60 days; (iv) the attachment, execution, or other judicial seizure of substantially all of Purchaser assets located at the Property or of Purchaser's interest in this Agreement, where such seizure is not discharged within 60 days; or (v) its voluntary or involuntary dissolution;

(b) **Failure to Cure Default.** Any such Default by Purchaser as set forth in Section 13(a) and Purchaser's failure to cure such Default within 30 days after written demand by DLBA to correct said Default will be deemed to constitute an *Event of Default*.

14. **DLBA's Remedies upon Purchaser's Default.** Upon an Event of Default, DLBA may seek any and all of the following as its remedies. DLBA will have the right to terminate this Agreement by providing written notice of termination to Purchaser and to retain the Deposit as liquidated damages. DLBA and Purchaser agree that (i) it would be impractical and extremely difficult, if not impossible, to fix actual damages that would be suffered by DLBA as a result of a breach of this Agreement by Purchaser; and (ii) the aforesaid liquidated damages are a fair and reasonable amount to be retained by DLBA as agreed and liquidated damages in light of DLBA's removal of the Property from the market and the costs incurred by DLBA and will not constitute a penalty or a forfeiture.

15. **Brokerage.** If Purchaser has employed a broker or real estate agent in connection with the transactions contemplated by this Agreement, Purchaser agrees to indemnify, defend, and hold DLBA harmless from and against any claims for real estate broker's fees or any compensation sought by a broker or real estate agent employed by Purchaser in connection with the transactions contemplated by this Agreement unless otherwise agreed in writing.

16. **DLBA Authority.** DLBA has full power and authority to enter into this Agreement and to perform all its obligations hereunder, and has taken all action required by law, its governing instruments, or otherwise to authorize the execution, delivery, and performance of this Agreement and all the deeds, agreements, certificates, and other documents contemplated herein.

17. **Notice; Updates.** Except as otherwise expressly provided herein, all notices and communications hereunder must be in writing and will be deemed to have been given when either hand-delivered, sent by first class mail, sent by national overnight courier, or emailed.

Notice to Purchaser should be sent to the address above set forth, [sosterland@habitatdetroit.org](mailto:sosterland@habitatdetroit.org), or another such other address or email as Purchaser designates in writing to DLBA.

Notice to DLBA will be provided to the following or another such other address or email as DLBA designates in writing to Purchaser:

Detroit Land Bank Authority  
Attn: Veronica Johnson  
500 Griswold Street, Suite 1200  
Detroit, Michigan 48226  
[vjohnson@detroitlandbank.org](mailto:vjohnson@detroitlandbank.org)

18. **Integration; Modification.**

(a) This Agreement contains both DLBA's and Purchaser's entire intentions and understandings in regard to the sale of the Property. This Agreement supersedes any prior agreements, whether written or oral.

(b) DLBA and Purchaser may modify this Agreement only in a writing signed by both Parties. Any such modifications will become part of this Agreement by incorporation.

19. **Miscellaneous.**

(a) **Severability.** If any one or more of this Agreement's provisions is/are held invalid or unenforceable in any respect, all other provisions will remain valid and enforceable as stated in this Agreement.

(b) **Captions.** The headings of the Sections and other subdivisions in this Agreement are for convenience only and will not be used to construe or interpret the scope or intent of this Agreement or in any way affect the same.

(c) **Governing Law; Jurisdiction; Venue.** This Agreement is governed by applicable Michigan law. Purchaser agrees, consents, and submits to the personal jurisdiction of

any competent court in Wayne County, Michigan for any action brought against it arising out of this Agreement. Purchaser agrees that service of process at the address and in the manner specified above will be sufficient to put Purchaser on notice. Purchaser also agrees that it will not commence any action against DLBA because of any matter whatsoever arising out of or relating to the validity, construction interpretation, and enforcement of this Agreement, in any courts other than those in the Wayne County, Michigan.

(d) **Affiliates.** If any Affiliate of Purchaser will take any action, which, if done by Purchaser would constitute a breach of this Agreement, the same will be deemed a breach by Purchaser.

(e) **Binding Effect.** This Agreement will be binding on the heirs, devisees, legal representatives, claimants, successors, and assignees of the Parties.

(f) **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed to be an original document but together will constitute one instrument. The Parties agree that either Party may execute and deliver executed counterparts by facsimile or electronically imaged signatures and said executed counterparts will be binding and enforceable as if an original.

(g) **Waiver.** No waiver by either Party of any of its rights or remedies hereunder or otherwise will be considered a waiver of any other subsequent right or remedy. Except as expressly provided herein, no waiver by either Party of any of its rights or remedies hereunder or otherwise will be effective unless such waiver is evidenced in a written instrument executed by the waiving Party.

(h) **Dates.** If any date herein set forth for the performance of any obligations of DLBA or Purchaser, or for the delivery of any instrument or notice as herein provided, should be on a Saturday, Sunday, or legal holiday, the compliance with such obligations (or such delivery, as the case may be) will be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

**[Signatures begin on following page]**

The Detroit Land Bank Authority and Habitat for Humanity Detroit have caused this Purchase & Development Agreement to be executed as of the Effective Date.

**DETROIT LAND BANK AUTHORITY**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jano Hanna  
Sales and Marketing Director

**HABITAT FOR HUMANITY DETROIT**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature page 1 of 1 of the Purchase & Development Agreement between DLBA and Habitat for  
Humanity Detroit for 16215 Archdale

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT A**

SCOPE OF WORK

(see attached)

# PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT B

## CHANGE ORDER NOTICE

[Recipient's Name] [Recipient's Address]

Subject: Change Order Notification

Dear [Recipient's Name],

We hereby provide this Change Order Notification in accordance with the terms of our agreement dated [Agreement Date] and the attached Exhibit B.

After careful review and assessment of the project, DLBA has determined that certain activities beyond the originally defined Scope of Work are required. These additional activities could not have been reasonably anticipated as of the date of the Scope of Work. Consequently, we are proposing the following changes:

1. Description of Change: [Provide a clear and concise description of the change or modification required.]
2. Reason for Change: [Explain the circumstances or factors that necessitate the change and why it could not have been reasonably anticipated initially.]
3. Impact on Purchase Price: [Specify the associated change in the Purchase Price resulting from the proposed change or modification.]

We kindly request your prompt attention and response to this Change Order Notification. Pursuant to the terms of our agreement, you have five (5) business days from the receipt of this notification to approve or deny the proposed change. If approved, DLBA will proceed with the modified work as described in this Change Order Notification, and the Purchase Price will be adjusted accordingly.

Please acknowledge receipt of this Change Order Notification by signing and returning a copy of this letter. Should you have any questions or require further clarification, please do not hesitate to contact us at [DLBA Contact Information].

Thank you for your cooperation and timely response.

Sincerely,

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT C**

Quit Claim Deed

(see attached)



## DETROIT LAND BANK AUTHORITY-REHAB PROGRAM

Property Address: 4700 Maryland St., Detroit, MI 48224

*Trade Name: Site Work*

Item #	Item Name	Item Description	QTY
1	TEMPORARY SAFETY FENCING - SITE WORK	Provide and maintain security fencing for the duration of the contract. Refer to Product Design Schedule for product information.	1.00 EA
2	FENCE - CHAIN LINK - REMOVE	Remove existing chain link fence at rear and side yards	35.00 LF
3	YARD CLEANUP	Restore existing front, side and rear lawns including planting beds. Cut grass, trim all dead, decaying, damaged and overgrown plants and shrubs to provide safety and an attractive appearance. Remove all debris and rake clean. Remove overgrowth from along all fence lines and at perimeter of entire house.	1.00 EA

**Trade Name: Masonry**

<b>Item #</b>	<b>Item Name</b>	<b>Item Description</b>	<b>QTY</b>
4	SEAL BOILER/FURNACE INTAKE HOLES - SECURE ASH PIT COVER	Cement in abandoned boiler/furnace intake openings and secure ash pit cover closed	1.00 EA
5	GLASS BLOCK	Provide new glass block at existing basement windows. Provide vents on all windows. Board up vent openings once installed. Seal joint between lintel and top of glass block with caulk. Provide new screens at existing glass block vents. Repair cracked masonry sills at basement glass block windows with patching material colored to match existing sill or replace with material of similar size, color and material.	5.00 EA
6	TUCK POINT	Complete all tuck pointing around home (including chimney) where needed. Walk property with DLBA to confirm locations. Match color and texture of mortar and brick as close as possible. Submit samples of mortar mix and brick for approval before work begins. Refer to project manual for additional details.	50.00 SF
7	BRICK WALL REPAIR	Remove damaged brick and tooth replacement brick into wall.	10.00 SF
8	MILK BOX - SEAL AND	Fill box with mineral wool insulation. Secure door closed with	1.00 EA
9	CHIMNEY CAP	Install new chimney cap	1.00 EA

**Trade Name: Rough Carpentry**

Item #	Item Name	Item Description	QTY
10	Custom ENLARGE INTERIOR DOOR ROUGH OPENING	Enlarge all Bedroom and Bathroom door openings to accommodate 32" pre-hung doors.	3.00 EA
11	JOIST--SISTER 2"X10"	Sister existing 2x10 floor joists. Coordinate locations with DLBA. Provide credit change order for unused linear feet.	45.00 LF
12	UNDERLAYMENT - NEW	Remove existing damaged wood underlayment and install new 1/2" plywood underlayment. Coordinate locations with the DLBA.	40.00 SF
13	HARDWOOD FLOORS - REPAIR	Replace broken, cracked, or chipped wood pieces, and any stained or water damaged boards. Replace missing planks with new boards matching as close as possible the size, species, grain, color and design of existing hardwood flooring. Lace new boards into floor matching existing pattern. Use material from existing dining room as patch material.	50.00 SF
14	PARTITION - NON-LOAD BEARING - WOOD	Provide all materials and labor to replace non load bearing wall. Frame a wall using 2"x4" studs 16"-24" on center with single top and bottom plates. Refer to floor plans for locations.	12.00 LF
15	PARTITION REMOVAL - NON-LOAD BEARING	Remove non load bearing partitions. Framing elements only; all finish material and utilities will have been removed by others. Refer to floor plans for locations. 4 - Kitchen	12.00 LF
16	STAIRS TO BASEMENT - REPAIR - SUPPORTS - CLOSET	Repair existing basement stairs. Including repair of treads, bull noses and railings as needed. Provide tread reinforcement as required to reduce movement. Provide new wood support post at landing. Enclose area below stairs with new wood framing and drywall. Frame new access panel. Provide wood casing at opening. Panel shall have two hinges and held closed with a surface mounted casement window latch.	1.00 EA
17	DOOR-- FRONT ENTRANCE	Provide new Door Hardware at front door. All exterior hardware	1.00 EA
18	DOOR-- SIDE/REAR HARDWARE	Provide door hardware at all rear and side doors. All exterior hardware to have Smartkey technology in order to be keyed alike. Refer to Design Schedule	1.00 EA
19	STRIKE MASTER	Install frame reinforcement at all exterior doors. Reference Product Design Schedule for Product information.	2.00 EA
20	DOOR - EXTERIOR SIDE/REAR - STANDARD	Replace exterior rear/side door. Reference Design Documents for sizing and location. Refer to Product Design Schedule for Product information	1.00 EA
21	2 DOOR - EXTERIOR SIDE/REAR - STANDARD	Replace exterior rear/side door. Reference Design Documents for sizing and location. Refer to Product Design Schedule for Product information.	1.00 EA
22	SECURITY DOOR- HARDWARE	Provide hardware at all security doors. Security doors to be provided by others. All exterior hardware to have Smartkey technology and keyed alike. Reference Product Design Schedule for product information. Provide double cylinder deadbolt, keyed on both sides during construction. Store interior thumbturn lock until completion of construction. At project close-out, replace keyed lock at interior with thumbturn lock.	2.00 EA

**Trade Name: Drywall & Plaster**

Item #	Item Name	Item Description	QTY
27	SHEETROCK & CEMENT BOARD	Hang, mud, tape, and ready for paint 1/2" sheetrock at walls and ceilings. Provide moisture resistant sheetrock (Green Board) at walls and ceilings within all bathrooms. Provide cement board at all locations to receive tile. Within shower/tub surrounds, install cement board to accommodate tile installation to within no more than 1'-0" from ceiling. Hold sheetrock installed at basement 1" from basement floor. Air Sealing - Provide a water-based foam sealant gasket at top plate and corners of all exterior walls to form seal between framing lumber and sheetrock.	2,860.00 SF

**Trade Name: Plumbing**

Item #	Item Name	Item Description	QTY
31	PLUMBING - WATER SENSE CERTIFIED	INCLUDE ALL PLUMBING WORK- INCLUDE ALL PLUMBING WORKRemove all existing piping, install new pex. Bring up to code and replace any existing plumbing. Do not install any piping in exterior walls. Include dishwasher T valve, and hose bibs at both the front and rear. PLUMBING CONTRACTOR TO WALK PROPERTY WITH DLBA BEFORE BEGINNING WORK TO CONFIRM LOCATIONS OF SOFFITS, RISERS AND OTHER MODIFICATIONS TO FLOOR PLAN. NOTE: ALL FIXTURES SHALL BE WATER SENSE CERTIFIED. 2 - Interior	1.00 DU
32	PLUMBING STACK	Demo existing stack and install new stack per code. PLUMBING CONTRACTOR TO WALK PROPERTY WITH DLBA BEFORE BEGINNING WORK TO CONFIRM LOCATION(S).	2.00 EA
33	GAS LINE--PRESSURE TEST	Cap all gas lines prior to filling the distribution system with 120 lbs. of compressed air. Maintain pressure for 24 hours. Locate and seal any leaks in the system.	1.00 EA
34	GAS LINE--PRESSURE TEST	Cap all gas lines prior to filling the distribution system with 120 lbs. of compressed air. Maintain pressure for 24 hours. Locate and seal any leaks in the system.	1.00 EA
35	LAUNDRY TUB	Provide new laundry tub. Reference Product Design Schedule.	1.00 EA

**Trade Name: Electrical**

Item #	Item Name	Item Description	QTY
36	EXHAUST FAN - HUMIDITY, MOTION & SPEED MODULES	Install adjustable 50-80-110 CFM fan with Condensation Sensor Module, motion sensor and Multi-Speed Module. Refer to product design schedule. Coordinate Multi-Speed Module settings with DLBA.	1.00 EA
37	ELECTRICAL - LESS THAN 999 SF	Install new 200 amp panel (up to 20 circuits) to code. Install new 220 V lines for dryer and stove. Dedicated circuits for electrical appliances, dryer, range, microwave and dishwasher to code. Install an ivory toggle switch on wall adjacent sink and power wiring on independent 15 amp circuit for garbage disposal. Fish wire and patch all tear out. Install junction box for smoke detectors and CO2 detectors necessary to meet code, Install new receptacles and switches. Receptacles must be properly grounded. Install new GFCI receptacles per code. Label breaker panel, run wiring for 5 pull chain lights in basement. Replace receptacle and switch covers. Labor and material for one dedicated circuit for receptacle above fireplace. All materials shall be UL approved and/or National Electrical Code rated. All drilling, cutting and fastening shall be neat and true, and shall not critically damage framing members. All patching shall match the surrounding surface. Rough-in all electrical light fixtures. Refer to floor plan for types and locations.	1.00 DU
38	SMOKE DETECTORS HARDWIRED	Install hardwired inter connectable smokeHardwired Interconnectable 120-Volt Smoke Alarm with Battery Backup. Refer to Product Design Schedule.	2.00 EA
40	SMOKE AND CO DETECTORS HARDWIRED	Install a 120-volt hardwired combination photoelectric smoke and carbon monoxide alarm with adapter. Refer to Product Design Schedule.	2.00 EA
42	DOORBELL	Provide new doorbell. Refer to Product Design Schedule.	1.00 EA
43	EXTERIOR LIGHT - WALL MOUNT LANTERN (FRONT, SIDE, REAR	Provide Wall Mounted Lantern. Install an exterior, waterproof, wall mounted, single bulb fixture outside exterior door. Include wire box, interior switch and lamp. Fish wire and repair all tear out. Locate at front, side door and balcony doors. Refer to design schedule for product information.	2.00 EA
44	EXTERIOR LIGHT - OUTDOOR MOTION SECURITY LIGHT (REAR)	Provide Outdoor Motion Security Light - Refer to Product Design Schedule - Locate at rear 1 - Exterior	1.00 EA

**Trade Name: Specialties & Accessories**

Item #	Item Name	Item Description	QTY
45	ADDRESS NUMBERS	Address plaque and numbers. Refer to Product Design Schedule for additional information.	1.00 EA
46	MAILBOX - NEW	Provide new, wall mounted, locking mailbox. Coordinate location and height with DLBA. Refer to Product Design schedule for product information. Provide keys to DLBA.	1.00 EA

**Trade Name: Metal Railings**

Item #	Item Name	Item Description	QTY
47	RAILING, ALUMINUM	Install metal railing. Refer to Project Manual for additional information. Refer to Product Design Schedule for design information.	25.00 LF

**Trade Name: Security Doors**

Item #	Item Name	Item Description	QTY
48	SECURITY DOOR- STANDARD	Supply and install standard security door. Door lockset to be provided in separate contract. Refer to Product Design Schedule for product information	2.00 EA

**Trade Name: Windows**

Item #	Item Name	Item Description	QTY
49	WINDOW--VINYL	Replace old windows with special order or stock vinyl windows. Operation type shall match existing window. Windows shall meet or exceed current Energy Star standards for northern areas: Overall effective thermal transmittance coefficient (U-value) - 0.27 or less. Solar Heat Gain Coefficient (SHGC) - 0.41-0.60 Visible Transmittance (VT) - 0.41-0.50 Install tempered glass as required by code. Provide obscured glass at bathrooms. Refer to Product Design Schedule for Product color and additional specifications. Verify all dimensions in the field.	1.00 DU

**Trade Name: Siding & Roofing**

Item #	Item Name	Item Description	QTY
50	SIDING - VINYL - NEW	Supply and replace vinyl siding. Reference Product Design Schedule for product information.	80.00 SF
51	SHUTTERS	Replace existing shutters. Refer to Product Design Schedule.	1.00 EA
52	FRIEZE - REPLACE - WOOD	Replace wood frieze board. Includes frieze material, rust-resistant	25.00 LF
53	FRIEZE - WRAP	Wrap frieze board - refer to design schedule for color selection	109.00 LF
54	DOWNSPOUTS	Replace downspouts. Rivet or screw sections together and strap at top, middle, bottom and all joints. Disconnect from underground connection and cap. Provide 4' extensions and splash blocks. Refer to Product Design Schedule.	60.00 LF
0	GUTTERS	Replace gutters. Refer to Product Design Schedule.	109.00 LF
56	GUTTER GUARDS	Provide gutter guards. Refer to Product Design Schedule.	109.00 LF
57	GABLE VENT - SEAL	Seal existing gable vent on space side.	2.00 EA
58	ROOFING EXHAUST/BOOT JACK	Replace existing boot jack and exhaust	1.00 EA
59	FASCIA - REPLACE - WOOD	Replace damaged fascia material; Includes rust-resistant fasteners.	50.00 LF
60	FASCIA - WRAP	Wrap fascia - refer to design schedule for color selection.	109.00 LF
61	GUTTER DRAINS - CUT & FILL	Cut and fill existing gutter drains	2.00 EA

**09-05-2023**

RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO  
CONVEY PROPERTIES TO THE CITY OF DETROIT FOR FOUR  
PROJECTS

**Deal sheet – September 2023**

<b>Project</b>	<b>Address</b>	<b>Property Class</b>	<b>Neighborhood</b>	<b>Zoned As</b>	<b>Parcel Square Footage</b>
Traffic Island	12700 Tireman	Residential-Lot	Aviation Sub	R1	13,944 sqft
Traffic island	8043 Manor	Residential-Lot	Aviation Sub	R1	13,944 sqft
Puritan Biergarten	2503 Puritan	NonResidential -Lot	Pilgrim Village	PD	6,800 sqft
Puritan Biergarten	2509 Puritan	NonResidential -Lot	Pilgrim Village	PD	3,300 sqft
Puritan Biergarten	2517 Puritan	NonResidential -Lot	Pilgrim Village	PD	3,200 sqft
Puritan Biergarten	2521 Puritan	NonResidential -Lot	Pilgrim Village	PD	2,190 sqft
Puritan Biergarten	2525 Puritan	NonResidential -Lot	Pilgrim Village	PD	2,213 sqft
Puritan Biergarten	2533 Puritan	NonResidential -Lot	Pilgrim Village	PD	2,212 sqft
Puritan Biergarten	2537 Puritan	NonResidential -Lot	Pilgrim Village	PD	2,390 sqft
Brookins Park	11101 Lakepointe	Residential-Lot	Denby	R1	4,182 sqft
Brookins Park	11095 Lakepointe	Residential-Lot	Denby	R1	4,182 sqft
Weaver Penrod Park	18562 Weaver	Residential-Lot	Franklin Park	R3	5,066 sqft

### GSD Corrective Transfers

The City of Detroit General Service Department is requesting the transfer of nine parcels previously transferred to the land bank by the City. 12700 Tireman and 8043 Manor are traffic islands that have been owned and maintained by the City of Detroit's Parks and Recreation Department since the 1950's and were mistakenly deeded to the DLBA in 2021. Additionally, City staff are requesting transfer of seven parcels on Puritan with the hope of developing these parcels into a biergarden park.



## GSD Brookins Park

The City of Detroit, General Service Department is requesting the transfer of 2 properties on Lakepointe to support the expansion of Brookins Park. This expansion will improve connectivity to the surrounding neighborhood. With these additional parcels GSD intends to add a walk way to provide easier access to the park, and improve the landscaping to beautify the area.



## GSD Weaver Penrod Park

The City of Detroit General Service Department is requesting the transfer of 18562 Weaver to expand the Weaver Penrod Park. The Board has previously approved the transfer of 18400 Weaver to expand the parks foot print. This additional parcel will provide full access to the part from Greenview Avenue, allowing better accessibility to the surrounding neighborhood.



**RESOLUTION NO. 09-05-2023**

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO CONVEY PROPERTIES TO THE CITY OF DETROIT FOR FOUR PROJECTS**

WHEREAS, the Detroit Land Bank Authority (the "DLBA") was created in order to assemble or dispose of vacant, tax foreclosed, and public property in a coordinated manner to foster the development of that property and to promote homeownership, neighborhood revitalization, and economic growth in the City of Detroit; and

WHEREAS, the City of Detroit develops and implements its programs and policies regarding public facilities through certain City departments and agencies, including but not limited to the Parks and Recreation Department, the General Services Department, and the Planning and Development Department (collectively, the "City Public Facilities Offices"); and

WHEREAS, the DLBA desires to support the public facilities programs and policies of the City Public Facilities Offices, and to that end is willing to assist and cooperate to make property available for public facilities projects identified and approved by those City Public Facilities Offices; and

WHEREAS, the City Public Facilities Offices have requested that the DLBA convey (a) ten vacant parcels (the "Park Properties") to the City so that the Park Properties may be dedicated to public use in support of three planned park projects and (b) two parcels to the City (the "Traffic Properties" and, together with the Park Properties, the "Properties") to return to the City existing traffic islands, all as described in Exhibit A (collectively, the "Projects"); and

WHEREAS, the DLBA staff believes that conveyance of the Properties to the City is necessary and appropriate, and recommend that the Board of Directors authorize the Chief Executive Officer to convey the Properties to the City.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE DETROIT LAND BANK AUTHORITY, that the Chief Executive Officer is authorized to convey the Properties to the City of Detroit upon her determination, made in her sole discretion, that the City has allocated sufficient funding to make the capital investment necessary to develop the Properties as part of the Projects in a timely manner; provided that this resolution is expressly subject to the condition that, prior to the transfer, the Detroit City Council first authorizes the acceptance of the Properties; and provided further that this resolution is expressly subject to the condition that, pursuant to the Second Amended Memorandum of Understanding between the City of Detroit and the Detroit Land Bank Authority, prior to the transfer, the Detroit City Council authorizes the DLBA to transfer the Properties because the transfer would result in more than nine parcels being transferred to a party during a twelve-month period.

The foregoing resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote was as follows

Erica Ward Gerson  
Richard Hosey  
Miranda Morrow-Bartell

Patricia Pernell-Shelton  
Carol Walters

The undersigned thereupon declared the resolution duly passed and adopted this 26<sup>th</sup> day of March 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**  
**The Property**

(See attached)

**09-06-2023**

RESOLUTION APPROVING CORRECTIVE TRANSFER OF 16745  
LAMPHERE

**Deal sheet – September 2023**

<b>Address</b>	<b>Property Class</b>	<b>Neighborhood</b>	<b>Zoned As</b>	<b>Parcel Square Footage</b>
16745 Lamphere	Commercial Structure	Riverdale	R1	145,040 sqft

This parcel was identified by staff as having been mistakenly deeded to the Detroit Land Bank by the City of Detroit in April 2021. This property is currently under a 20 year lease between the City of Detroit and Michigan State University’s Detroit Partnership for Food, Learning and Innovation. This program has taken the site of the former Thomas C. Houghton Elementary School and transformed it into a community learning center and urban garden. We are seeking permission to deed this parcel back to the City of Detroit to allow the City to continue this partnership with Michigan State University.



**RESOLUTION NO. 09-06-2023**

**RESOLUTION APPROVING CORRECTIVE TRANSFER OF 16745 LAMPHERE**

WHEREAS, the Detroit Land Bank Authority (the "DLBA") was created in order to assemble or dispose of vacant, tax foreclosed, and public property in a coordinated manner to foster the development of that property and to promote homeownership, neighborhood revitalization, and economic growth in the City of Detroit (collectively, "Revitalization"); and

WHEREAS, in April 2021, the City of Detroit (the "City") mistakenly transferred to the Detroit Land Bank Authority a parcel of commercial property located in the City at 16745 Lamphere (the "Property"); and

WHEREAS, the Property is the site of a former elementary school which the City is leasing to Michigan State University for use as a community learning center and urban garden; and

WHEREAS, DLBA staff has determined that it is necessary and appropriate, and recommend that the Board of Directors authorize the Chief Executive Officer to transfer the Property to the City so it can continue its partnership with the University.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE DETROIT LAND BANK AUTHORITY, that the Chief Executive Officer is authorized to transfer the Property to the City; provided that this resolution is expressly subject to the condition that, prior to the transfer, the Detroit City Council first authorizes the acceptance of the Property; and provided further that this resolution is expressly subject to the condition that, pursuant to the Second Amended Memorandum of Understanding between the City of Detroit and the Detroit Land Bank Authority, prior to the transfer, the Detroit City Council authorizes the DLBA to transfer the Property because the transfer would result in more than nine parcels being transferred to a party during a twelve-month period

The foregoing resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote was as follows:

Erica Ward Gerson

Patricia Pernell-Shelton

Richard Hosey

Carol Walters

Miranda Morrow-Bartell

The undersigned thereupon declared the resolution duly passed and adopted this 26<sup>th</sup> day of September 2023.

DETROIT LAND BANK AUTHORITY:

BY ITS BOARD OF DIRECTORS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

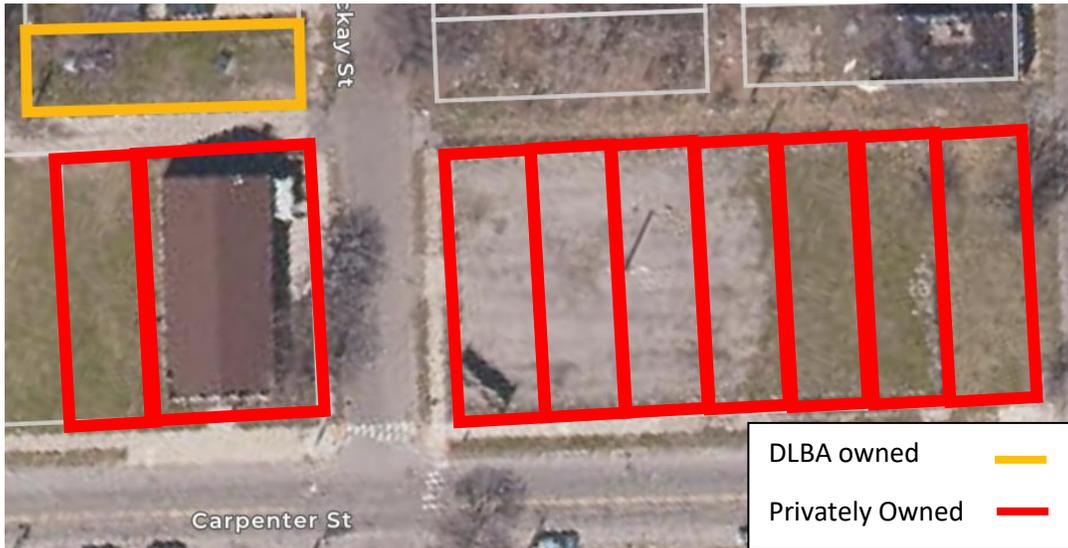
**09-07-2023**

RESOLUTION APPROVING CORRECTIVE TRANSFER OF 12227  
MACKAY

**Corrective Transfer Request – September 2023**

Address	Property Class	Neighborhood	Zoned As	Parcel Square Footage
12227 Mackay	Residential-Lot	Campau/Banglatown	R2	3,047

12227 Mackay is a Detroit Land Bank owned residential lot. This property was previously held by the adjacent church, Greater Missionary Baptist Church, before being foreclosed in 2015. After an inquiry from Councilmember Scott Benson’s office, staff research found that the property was improperly assessed taxes at the time of foreclosure, spurring an improper foreclosure of tax exempt land. In the meantime, Greater Missionary Baptist Church has continued to maintain and use the property for church functions, and was unaware of the foreclosure until recently. Staff are seeking board approval to deed our interest to Greater Missionary Baptist Church for \$1.



**RESOLUTION NO. 09-07-2023**

**RESOLUTION APPROVING CORRECTIVE TRANSFER OF 12227 MACKAY**

WHEREAS, the Detroit Land Bank Authority (the "DLBA") was created in order to assemble or dispose of vacant, tax foreclosed, and public property in a coordinated manner to foster the development of that property and to promote homeownership, neighborhood revitalization, and economic growth in the City of Detroit (collectively, "Revitalization"); and

WHEREAS, in 2015, the Wayne County Treasurer foreclosed on a residential parcel of vacant land located in the City of Detroit at 12227 Mackay (the "Property") due to unpaid property taxes; and

WHEREAS, at the time of the foreclosure, the Property was owned by Greater Missionary Baptist Church (the "Church") and was exempt from property taxes; however, it was improperly assessed as taxable; and

WHEREAS, the Wayne County Treasurer subsequently transferred the Property to the Detroit Land Bank Authority (the "DLBA"); and

WHEREAS, unaware of the foreclosure and subsequent transfer to the DLBA, the Church continued to use and maintain the Property which is adjacent to the Church; and

WHEREAS, DLBA staff has determined that it is necessary and appropriate, and recommend that the Board of Directors authorize the Chief Executive Officer to transfer the Property to the Church.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE DETROIT LAND BANK AUTHORITY, that the Chief Executive Officer is authorized to transfer the Property to the Church.

The foregoing resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote was as follows:

Erica Ward Gerson

Patricia Pernell-Shelton

Richard Hosey

Carol Walters

Miranda Morrow-Bartell

The undersigned thereupon declared the resolution duly passed and adopted this 26<sup>th</sup> day of September 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**09-08-2023**

RESOLUTION APPROVING CORRECTIVE TRANSFER OF 19018  
MITCHELL

Corrective Transfer Request – 19018 Mitchell

Address	Property Class	Neighborhood	Zoned As	Parcel Square Footage
19018 Mitchell	Residential-Structure	Conant Gardens	R1	5,619

This home was in the process of being acquired through the land bank’s nuisance abatement program when it was foreclosed by the Wayne County Treasurer’s office in 2022. Before staff were aware of the issue, the Treasurer’s office had already sold the property to Mr. Randy Hourani. Unaware of these title issues, Mr. Hourani invested more than \$50,000 in the rehabilitation of the property. In light of these title defects, staff hope to secure board approval to transfer the property to Mr. Hourani for \$1.



19018 Mitchell, 2020



19018 Mitchell, 2023

**RESOLUTION NO. 09-08-2023**

**RESOLUTION APPROVING CORRECTIVE TRANSFER OF 19018 MITCHELL**

WHEREAS, the Detroit Land Bank Authority (the "DLBA") was created in order to assemble or dispose of vacant, tax foreclosed, and public property in a coordinated manner to foster the development of that property and to promote homeownership, neighborhood revitalization, and economic growth in the City of Detroit (collectively, "Revitalization"); and

WHEREAS, in 2022, the Wayne County Treasurer foreclosed on a residential parcel improved with a house located in the City of Detroit at 19018 Mitchell (the "Property") due to unpaid property taxes; and

WHEREAS, at the time of the foreclosure, the Property was owned by the Detroit Land Bank Authority ("DLBA") as the result of a nuisance abatement program action; and

WHEREAS, the Wayne County Treasurer subsequently transferred the Property to Randy Hourani who, unaware of the DLBA's ownership, invested more than \$50,000 rehabilitating the house; and

WHEREAS, DLBA staff has determined that it is necessary and appropriate, and recommend that the Board of Directors authorize the Chief Executive Officer to transfer the Property to Mr. Hourani.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE DETROIT LAND BANK AUTHORITY, that the Chief Executive Officer is authorized to transfer the Property to Randy Hourani.

The foregoing resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote was as follows:

Erica Ward Gerson  
Richard Hosey  
Miranda Morrow-Bartell

Patricia Pernell-Shelton  
Carol Walters

The undersigned thereupon declared the resolution duly passed and adopted this 26<sup>th</sup> day of September 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**09-09-2023**

RESOLUTION ADOPTING AMENDMENTS TO THE AMENDED  
AND RESTATED VACANT LAND POLICY

**RESOLUTION NO. 09-09-2023**

**RESOLUTION ADOPTING AMENDMENTS TO THE AMENDED AND RESTATED VACANT LAND POLICY**

WHEREAS, the Detroit Land Bank Authority (the "DLBA") was created in order to assemble or dispose of vacant, tax foreclosed, and public property in a coordinated manner to foster the development of that property and to promote homeownership, neighborhood revitalization, and economic growth in the City of Detroit; and

WHEREAS, the DLBA has the authority under state statute and legal agreements with the State of Michigan and the City of Detroit to dispose of its property to any public or private person for value determined by the DLBA; and

WHEREAS, the DLBA Board of Directors adopted a new Vacant Land Policy in March 2020 intended to supersede all existing policies on the sale or lease of vacant land by the DLBA, except for the Procedures Governing the Disposition of Properties to Support City of Detroit Economic Development Projects and the Staff Guidelines for the Disposition of Properties to Support City of Detroit Economic Development Projects and the Community Partnership Policy; and

WHEREAS, the Board has adopted an Amended and Restated Vacant Land Policy to make changes based on experience gained during implementation of the original policy and which has been further amended, most recently in May 2023; and

WHEREAS, during the process of further implementing the Amended and Restated Vacant Land Policy, DLBA staff identified certain additional changes that should be made to that Policy to further facilitate its implementation; and

WHEREAS, DLBA staff have determined that it is necessary and appropriate to adopt the additional amendments to the Amended and Restated Vacant Land Policy as shown in the copy attached to this resolution as Exhibit A (the "Amendments"); and

WHEREAS, the Board has determined that it is necessary and appropriate to adopt the Amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DETROIT LAND BANK AUTHORITY, that (1) the Amendments are hereby adopted; and (2) the Chief Executive Officer is authorized to issue a new version of the Amended and Restated Vacant Land Policy that reflects the Amendments.

The foregoing resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote was as follows.

Erica Ward Gerson  
Richard Hosey  
Miranda Morrow-Bartell

Patricia Pernell-Shelton  
Carol Walters

**RESOLUTION NO. 09-09-2023**

The undersigned thereupon declared the resolution duly passed and adopted this 26<sup>th</sup> day of September 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**Vacant Land Policy Amendment**

**C. Neighborhood Lot Purchaser Eligibility.** To be eligible to purchase a property as a Neighborhood Lot, a prospective purchaser must meet all of the following criteria.

(1) The purchaser must hold title to the Applicant's Nearby Property, which could include being a purchaser (but not a seller) in a land contract agreement.

(2) The Applicant's Nearby Property must have a current Principal Residence Exemption. As an alternative to having evidence of a Principal Residence Exemption, property owners may demonstrate owner occupancy by submitting all of the following:

(a) a copy of their valid state-issued identification with an address matching the address of the Applicant's Occupied Property; and

(b) a recorded deed showing ownership in the owner's name.

(3) The purchaser must be current on property taxes or be in good standing with a payment plan entered into with the Wayne County Treasurer's Office with respect to all property owned in the City of Detroit.

(4) The purchaser must be in good standing with any agreements the purchaser is a party to with the DLBA.

(5) As part of their application to purchase a lot, a prospective purchaser shall provide to the DLBA a brief plan for their proposed use of the lot which must be consistent with City ordinances and policies. Examples of acceptable uses include, but are not limited to, greenspace, outdoor recreation, urban agriculture, stormwater infrastructure, and insect or bird habitats.

(6) The purchaser of a Neighborhood Lot not adjacent to the applicant's home or adjacent to a previously purchased Side Lot shall have the endorsement of at least one of the following:

(a) a local block club or a local neighborhood association, in each case registered with the City's Department of Neighborhoods;

(b) a DLBA approved locally active Community Partners in good standing;

(c) the local District-elected City Council Member or one of the At-Large City Council Members; or

(d) the local City District Manager or Deputy District Manager.

Applications to purchase Neighborhood Lots will be cancelled by the DLBA if no endorsement is received after a period of at least 60 days after the date the application is submitted to the DLBA.

(7) No person, directly or indirectly, may purchase in total more than two Neighborhood Lots in a calendar year.

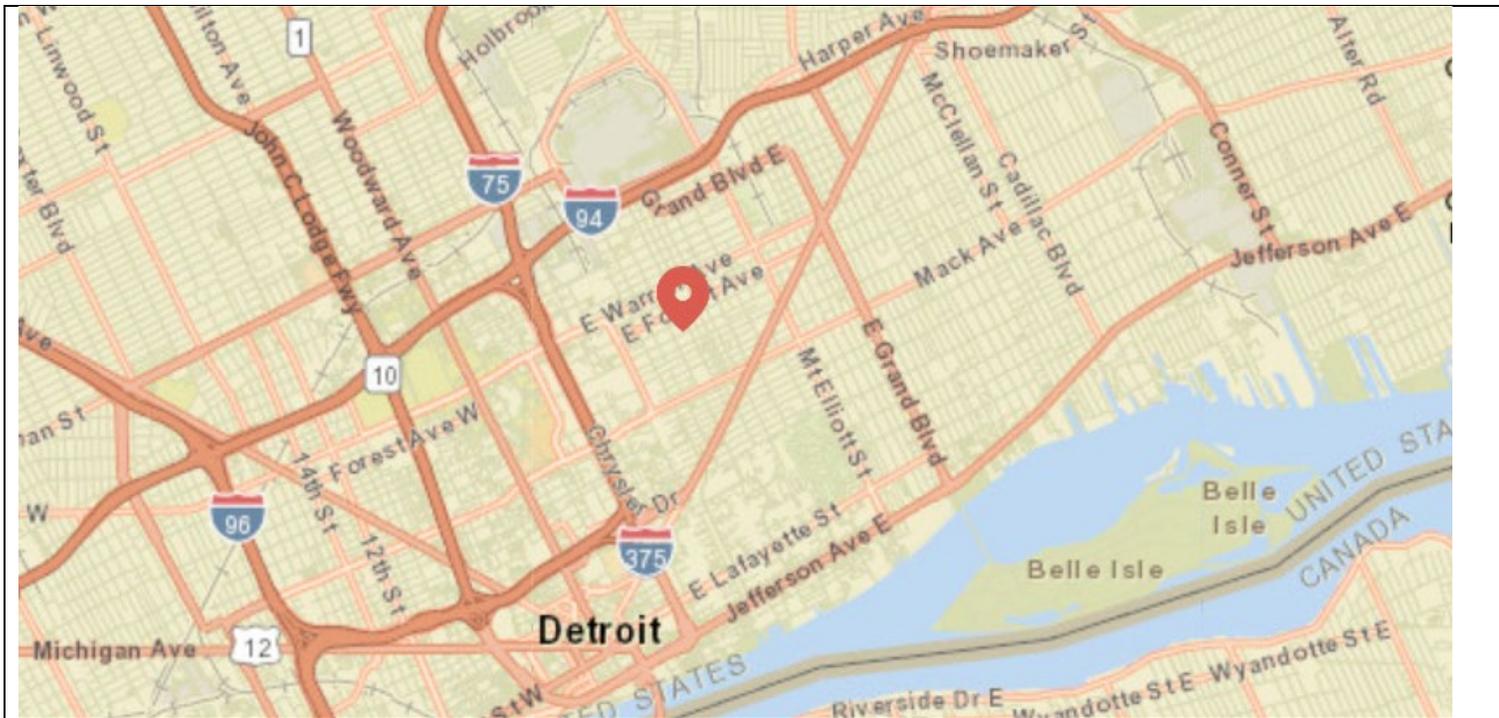
**09-10-2023**

RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO  
ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT  
WITH BUZZED BEEKEEPING L.L.C.

### Detroit Land Bank Authority – Projects Deal Summary Sheet

<b>Project Name:</b> Matthew Hargis/Buzzed Beekeeping LLC- 2655 E. Canfield+-Community Garden		<b>Agreement Type:</b> PA	<b>CP/ED:</b> ED
<b>Principals:</b> Buzzed Beekeeping LLC		<b>Resolution:</b> Yes	
<b>Properties included in sale:</b> 2655 E. Canfield, 2645 E. Canfield, 2637 E. Canfield, 2646 Garfield, 2642 Garfield, 2636 Garfield			
<b>Adjacent Ownership:</b> N/A (2669 Garfield is across the street)			
<b>Price Per square foot:</b> \$.49		<b>Total Sq Ft of DLBA property included in sale:</b> 35,930	
<b>Sale Price:</b> \$17,605.70	<b>Discount:</b> 20%	<b>Final Price:</b> \$14,084.56	
<b>5/50 Amount:</b>			
<b>Zoning:</b> R2	<b>Region:</b> Central	<b>City Council District:</b> 5	
<b>Neighborhood:</b> McDougall-Hunt		<b>DLBA Project Manager:</b> Larry Latimore	
<b>Unresolved Inquiries:</b> 0	<b># of Sales/Purchase Inquiries:</b> 9	<b>Marketing # of Offers:</b>	

### Project Map





### Project Summary

Matthew Hargis, on behalf of Buzzed Beekeeping LLC, plans to develop the lots into a green space. They will “convert the vacant land to usable green space that remediates land and provides beautification to the neighborhood as well as access to community event space.” The buyer is the head of the Detroit Public Schools farm to school program and has been actively growing beautiful green spaces that benefit his neighbors for the last 9 years.

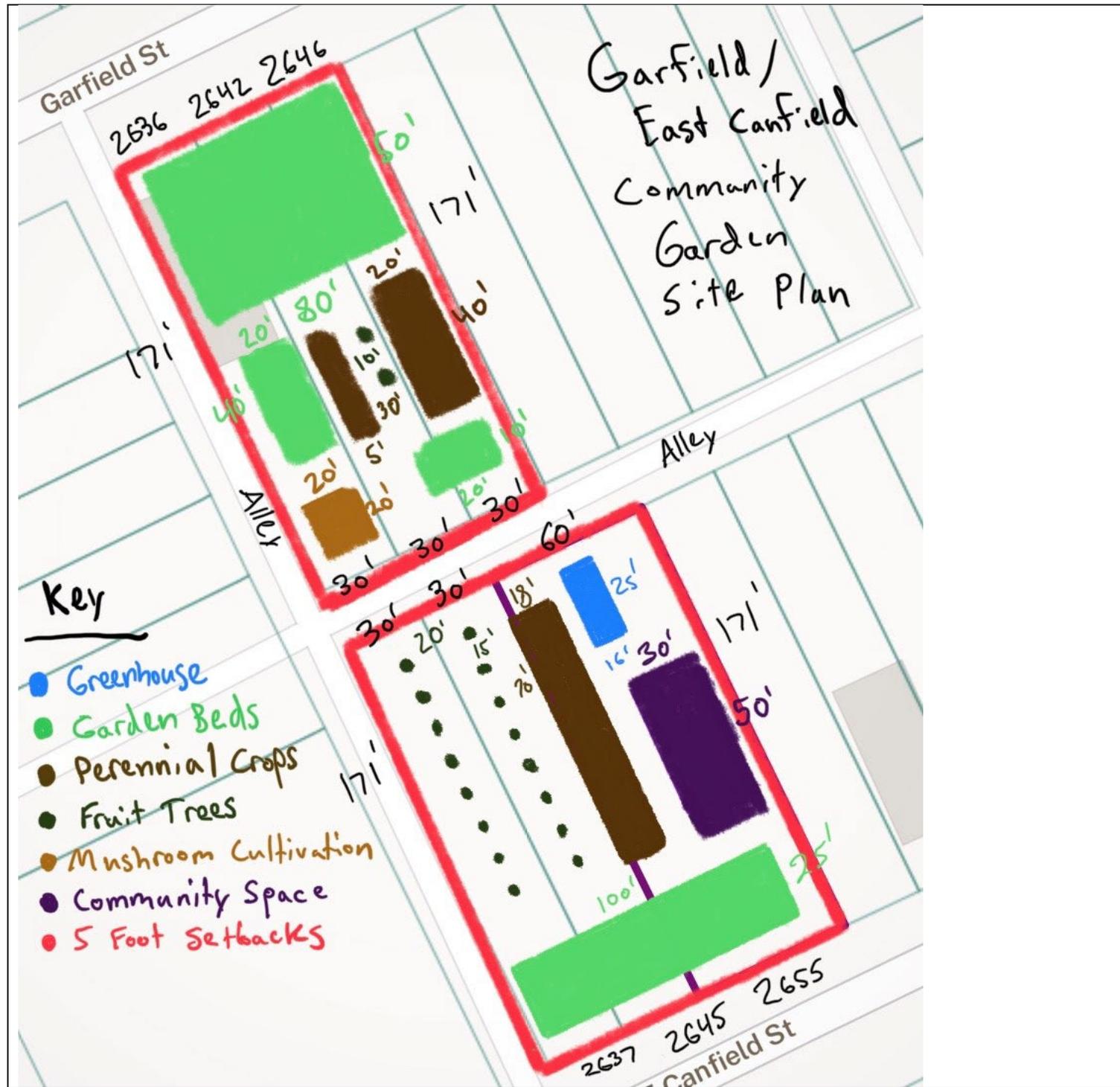
POF= \$1,779.56 from Chase, \$5,913.17 from a JP Morgan investment account, \$17,420.10 from Voya retirement account.  
**Total cost**=\$5,500.

**Estimated Completion**= 7-12 months.

Eastern Market PCA (all) and P3 Fence Batch (2646 only). Buyer took off 2661 E Canfield and 2654 Garfield because they were already sold as side lots. The buyer already started a garden/farm on the side lots prior to their purchase. The fence is his.







**RESOLUTION NO. 09-10-2023**

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH BUZZED BEEKEEPING L.L.C.**

WHEREAS, the Detroit Land Bank Authority (the "DLBA") was created in order to assemble or dispose of vacant, tax foreclosed, and public property in a coordinated manner to foster the development of that property and to promote homeownership, neighborhood revitalization, and economic growth in the City of Detroit (collectively, "Revitalization"); and

WHEREAS, the City of Detroit develops and implements its programs and policies regarding Revitalization through certain City departments and agencies including, but not limited to, the Office of Jobs and Economic Development, the Planning and Development Department and the Housing and Revitalization Department (collectively, the "City Revitalization Offices"); and

WHEREAS, the DLBA desires to support the Revitalization programs and policies of the City Revitalization Offices, and to that end is willing to assist and cooperate with them to make property available for Revitalization projects and opportunities; and

WHEREAS, Buzzed Beekeeping L.L.C. ("Purchaser") applied to purchase the properties identified in Exhibit A to Exhibit 1 attached hereto (collectively, the "Property") to acquire six vacant parcels to develop a community garden (the "Project"); and

WHEREAS, the Purchase & Development Agreement negotiated between the DLBA and Purchaser attached hereto as Exhibit 1 (the "Agreement") conditions sale of the Property on timely completion of the Project in a manner consistent with the applicable regulations; and

WHEREAS, the DLBA staff believe the Agreement is necessary and appropriate, and recommend that the Board of Directors authorize the Chief Executive Officer to enter into the Agreement and sell the Property to Purchaser.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE DETROIT LAND BANK AUTHORITY, that the Chief Executive Officer is authorized to (1) negotiate, sign, and enter into an Agreement substantially in the form attached hereto as Exhibit 1, on behalf of the Detroit Land Bank Authority with such changes as the Chief Executive Officer may deem necessary or appropriate in her sole discretion, so long as they do not substantially increase the liabilities imposed upon the Detroit Land Bank Authority, and (2) sell the Property to Purchaser.

The foregoing resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote was as follows.

Erica Ward Gerson  
Richard Hosey  
Miranda Morrow-Bartell

Patricia Pernell-Shelton  
Carol Walters

The undersigned thereupon declared the resolution duly passed and adopted this 26<sup>th</sup> day of September 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

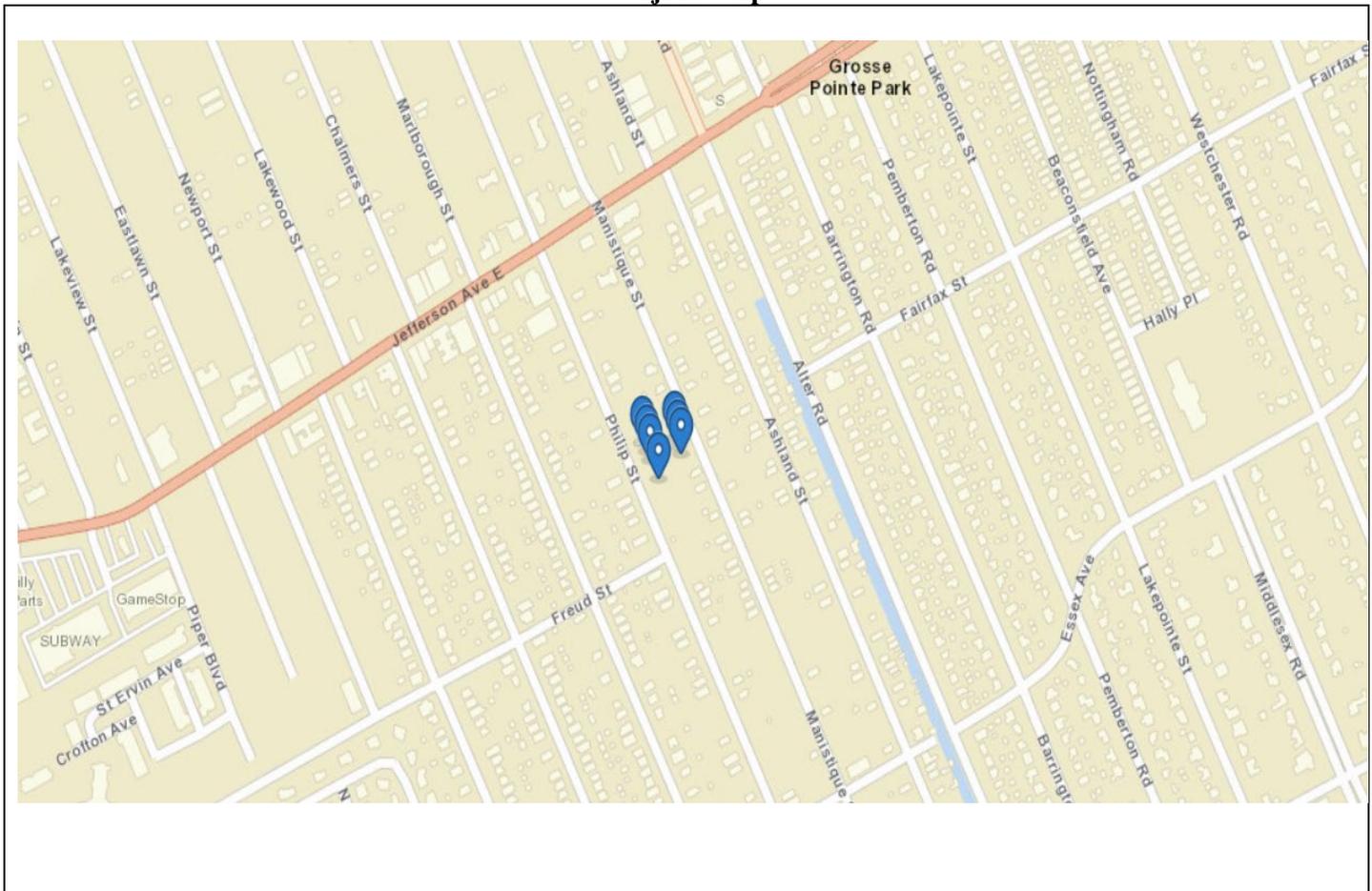
**09-11-2023**

RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO  
ENTER INTO OPTION TO PURCHASE & DEVELOP AND  
AGREEMENT TO MAINTAIN PROPERTY WITH SCOTT STREET  
FARM LLC

**Detroit Land Bank Authority – Projects Deal Summary Sheet**

<b>Project Name: Gwen Meyer</b>		<b>Agreement Type: Option</b>	<b>CP/ED: ED</b>
<b>Principals: Scott Street Farm LLC</b>		<b>Resolution: No</b>	
<b>Properties included in sale: 751, 757, 763 Manistique &amp; 740, 756, 764, 770 Philip</b>			
<b>Adjacent Ownership:</b>			
<b>Price Per square foot: \$1.61</b>		<b>Total Sq Ft of DLBA property included in sale: 27,796 sqft</b>	
<b>Sale Price: \$44,751</b>	<b>Discount: 20%</b>	<b>Final Price: \$35,801</b>	
<b>5/50 Amount:</b>			
<b>Zoning: R2</b>	<b>Region: East</b>	<b>City Council District: D4</b>	
<b>Neighborhood: Jefferson Chalmers</b>		<b>DLBA Project Manager: Aysha Boston</b>	
<b>Unresolved Inquiries:</b>	<b># of Sales/Purchase Inquiries:</b>	<b>Marketing # of Offers:</b>	
<b>Notes:</b>			

**Project Map**





Properties owned by applicant

DLBA properties in application

## Project Summary

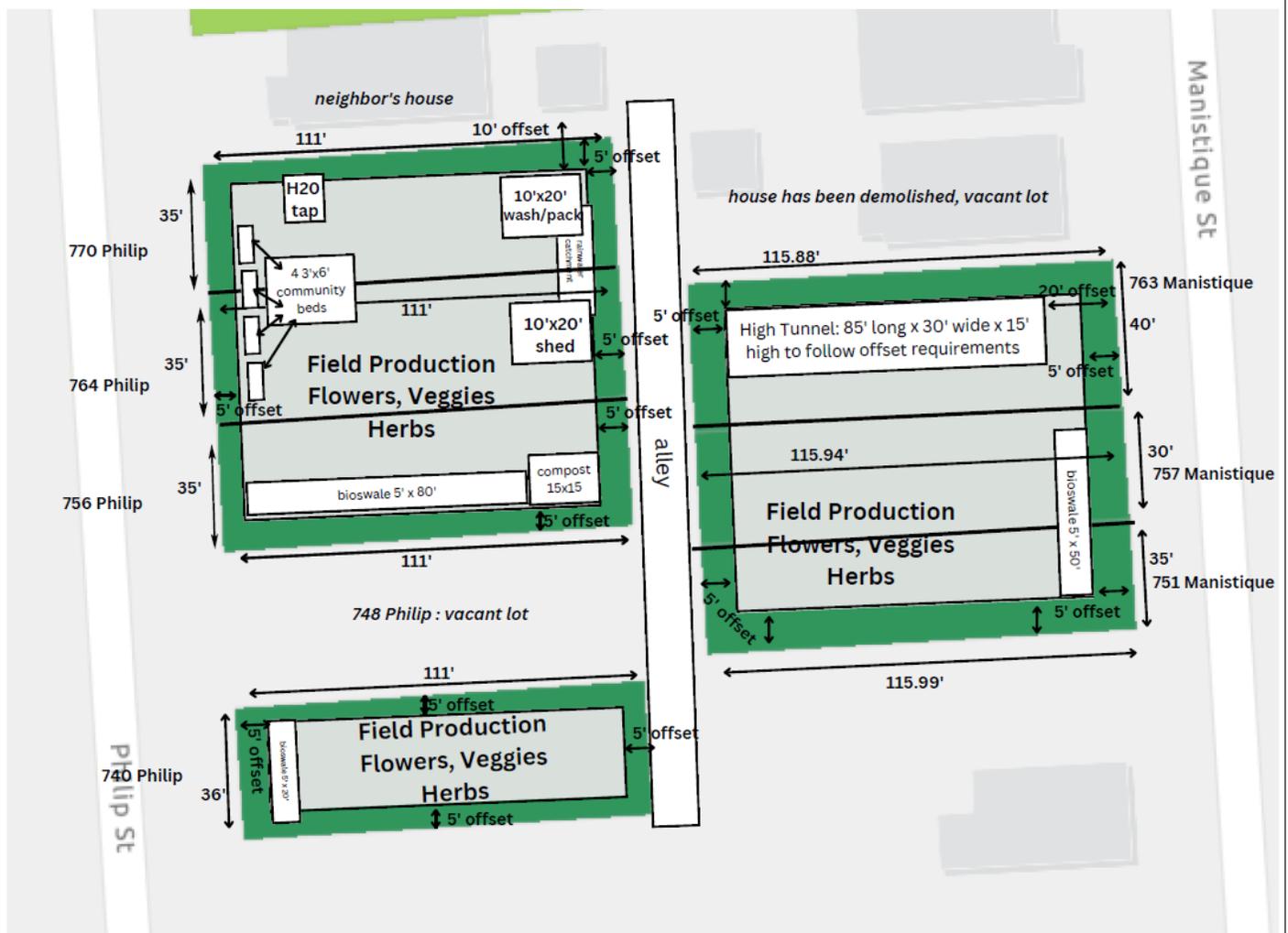
Coriander Kitchen & Farm is the only restaurant in Detroit that is the farm AND the table.

We plan to grow vegetables, herbs, cut flowers, and edible flowers for our restaurant. We will build garden beds, install a water tap, construct a high tunnel, build both a wash/pack and storage shed, create beds for interested community members

We plan to hire and employ farm hands to work alongside Gwen, the farmer-owner of Coriander Kitchen and Farm

We have community support. We have knocked on doors, talked with neighbors, and left flyers at the houses surround these parcels of vacant land. People were supportive of our proposed project to add gardens to the neighborhood. We have signatures of new

**Estimated project costs: \$60K | Estimated completion date: 13 months | POF: \$219K**



### Budget for Philip St and Manistique St Purchase

Improvements	Cost
survey company	\$2,000.00
tree clearing	\$5,000.00
high tunnel	\$5,000.00
land	\$11,118.40
compost/soil	\$6,000.00
water tap	\$8,000.00
soil tests (7 properties x3 sections = 21x\$20)	\$500.00
wash pack	\$6,000.00
seeds, plants, tools	on hand
<b>TOTAL</b>	<b>\$43,618.40</b>



**RESOLUTION NO. 09-11-2023**

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO OPTION TO PURCHASE & DEVELOP AND AGREEMENT TO MAINTAIN PROPERTY WITH SCOTT STREET FARM LLC**

WHEREAS, the Detroit Land Bank Authority (the "DLBA") was created in order to assemble or dispose of vacant, tax foreclosed, and public property in a coordinated manner to foster the development of that property and to promote homeownership, neighborhood revitalization, and economic growth in the City of Detroit (collectively, "Revitalization"); and

WHEREAS, the City of Detroit develops and implements its programs and policies regarding Revitalization through certain City departments and agencies including, but not limited to, the Office of Jobs and Economic Development, the Planning and Development Department and the Housing and Revitalization Department (collectively, the "City Revitalization Offices"); and

WHEREAS, the DLBA desires to support the Revitalization programs and policies of the City Revitalization Offices, and to that end is willing to assist and cooperate with them to make property available for Revitalization projects and opportunities; and

WHEREAS, Scott Street Farm LLC ("Purchaser") applied to purchase the property identified in Exhibit A to Exhibit 1 attached hereto (the "Property") to install a garden to provide produce for a local restaurant (the "Project"); and

WHEREAS, the Option to Purchase & Develop and Agreement to Maintain Property negotiated between the DLBA and Purchaser attached hereto as Exhibit 1 (the "Agreement") conditions sale of the Property on timely completion of the Project in a manner consistent with the applicable regulations; and

WHEREAS, the DLBA staff believe the Agreement is necessary and appropriate, and recommend that the Board of Directors authorize the Chief Executive Officer to enter into the Agreement and sell the Property to Purchaser.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE DETROIT LAND BANK AUTHORITY, that the Chief Executive Officer is authorized to (1) negotiate, sign, and enter into an Agreement substantially in the form attached hereto as Exhibit 1, on behalf of the Detroit Land Bank Authority with such changes as the Chief Executive Officer may deem necessary or appropriate in her sole discretion, so long as they do not substantially increase the liabilities imposed upon the Detroit Land Bank Authority, and (2) sell the Property to Purchaser.

The foregoing resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote was as follows

Erica Ward Gerson

Richard Hosey

Miranda Morrow-Bartell

Patricia Pernell-Shelton

Carol Walters

The undersigned thereupon declared the resolution duly passed and adopted this 26<sup>th</sup> day of September 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



6/5/2023

Scott Street Farm LLC  
1792 Parker  
Detroit, MI 48214

**RE: SALE OF PROPERTY**

Dear Scott Street Farm LLC:

This letter constitutes an offer to deal by the Detroit Land Bank Authority (the "**DLBA**") to sell real property in the City of Detroit identified in Exhibit A of the attached Purchase & Development Agreement (the "**Agreement**") for \$44,751.00, less the Discount (as defined in Section 2(c)), to Scott Street Farm LLC ("**Purchaser**") pursuant to the terms and conditions of the Agreement and, if required, subject to approval by the DLBA Board of Directors.

The DLBA will be emailing a link to Purchaser to electronically sign the Agreement. The email will come from "Detroit Land Bank Authority via Conga Sign" or similar. Unless alternate arrangements are timely approved in writing, the DLBA will only accept signatures via this method. If you have not received the link to sign within 3 days of this Offer to Deal, please notify [projects@detroitlandbank.org](mailto:projects@detroitlandbank.org).

If Purchaser accepts the offer to deal, Purchaser shall, prior to July 06, 2023, electronically sign the Agreement and deliver a money order, cashier's check, or certified check payable to "Detroit Land Bank Authority" in the amount of \$3,580.08, to serve as a "Non-Refundable Earnest Money Deposit" as contemplated by Section 2 of the Agreement. This deposit will be net against the Purchase Price at Closing as defined in the Agreement. If the Agreement requires approval by the DLBA Board of Directors and is not approved within 90 days, this offer will expire and the Deposit will be returned to the Purchaser in full. Upon execution of the Agreement by DLBA, Purchaser shall effect closing according to Section 5 of the Agreement or the deposit shall be forfeited, and any proposed terms or agreements between the parties including, but not limited to, this letter and the Agreement shall be null and void.

This letter is considered as an offer to deal only and may be subject to approval by the Detroit Land Bank Authority Board of Directors.

*If Purchaser will be delivering any payments or other documents to DLBA's office, please follow all instructions on the DLBA's website – [buildingdetroit.org](http://buildingdetroit.org) – regarding current office and lobby capacity and scheduling.*

**This offer to deal expires on July 06, 2023 if by such date the signed Purchase & Development Agreement and deposit have not been delivered to DLBA.**

**DETROIT LAND BANK AUTHORITY**

## PURCHASE & DEVELOPMENT AGREEMENT

This Purchase & Development Agreement (this "**Agreement**") is entered by and between the Detroit Land Bank Authority, a Michigan public body corporate, whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan 48226 ("**DLBA**"), and Scott Street Farm LLC, a Michigan limited liability company whose address is 1792 Parker, Detroit, Michigan 48214 ("**Purchaser**"), as of the Effective Date. The "**Effective Date**" of this Agreement will be the date of the last signature set forth below. DLBA and Purchaser are referred to from time to time in this Agreement individually as a "**Party**" and, together, as the "**Parties**."

1. **Property Description; Sale.** DLBA will sell and Purchaser will purchase real property located in the City of Detroit, County of Wayne, and State of Michigan, the legal descriptions of which are attached to this Agreement as Exhibit A (individually and collectively, the "**Property**"), in accordance with the terms and conditions of this Agreement.

2. **Purchase Price; Deposit; Taxes.**

(a) **Purchase Price.** The purchase price for the Property is \$44,751.00 (the "**Purchase Price**"). Purchaser will pay the Purchase Price in full at the time of closing on the sale of the Property (the "Closing"), less the amount of the Deposit (as defined in Subsection (b)) and the Discount (as defined below).

(b) **Earnest Money Deposit.** DLBA acknowledges that Purchaser has made an earnest money deposit in the amount \$3,580.08 (the "**Deposit**"), and that this Deposit will be either (i) applied to the Purchase Price at Closing; or (ii) retained by DLBA as expressly set forth in this Agreement.

(c) **Discount.** Purchaser is eligible for a discount (the "**Discount**") reducing the Purchase Price by 20%. The Discount, totaling \$8,950.20, will be applied at Closing.

(d) **Taxes and Other Charges.** Purchaser will be responsible for paying any outstanding taxes, solid waste fees, water and sewer charges, or other recorded lien charges assessed against the Property prior to the Closing.

3. **Right of Entry and Maintenance.**

(a) **Pre-Closing Period.** The "**Pre-Closing Period**" is the period beginning on the Effective Date and ending on the date which is 180 days thereafter. The Pre-Closing Period may be extended according to the terms of Section 4(b).

(b) **Right of Entry.** DLBA grants Purchaser a temporary license allowing access to the Property to Purchaser and its employees, agents, contractors, or partners beginning on the Effective Date and ending on the earlier of the date of Closing or termination of this Agreement to permit ingress, egress, and maintenance of the Property as well as to inspect the Property and to make engineering and environmental tests and studies as may be required or necessary for Purchaser to determine the feasibility of any proposed use, including but not limited

to soil boring and bearing tests and detailed surveying activities and such environmental due diligence as Purchaser deems reasonably appropriate, provided such work does not unreasonably interfere with demolition or site improvement activities of DLBA or the business use of any tenant in possession. DLBA agrees to deliver prior notice to Purchaser of any such planned demolition or site improvement activities and notify Purchaser of any tenants in possession of the Property or any part thereof. All such testing will be done at the risk and expense of Purchaser. Purchaser will not use the Property for any other purpose or use except to secure, maintain, or study the Property as set forth above. To the extent permitted by law, DLBA assumes no liability or responsibility whatsoever with respect to Purchaser's work on and maintenance or study of the Property. Purchaser agrees to indemnify and hold harmless DLBA, its departments, agencies, boards, commissions, officers, agents and employees from all claims, demands, actions, or liability for any property damage or personal injuries sustained by any person arising from or related to Purchaser's access of the Property, or from any act or omission of Purchaser in exercising its rights under this temporary license. Purchaser will promptly pay and reimburse DLBA for any and all costs or expenses incurred in defending against an action arising out of Purchaser's work on and maintenance of the Property or any activities of Purchaser in connection with this temporary license unless caused by DLBA's (or any of its departments', agencies', boards', commissions', officers', agents' and employees') gross negligence or willful misconduct. Purchaser will provide notice to and incorporate this indemnification provision in agreements with all employees, successors, assigns, agents and contractors working on the Property subject to this temporary license. Purchaser must obtain general liability insurance that provides full coverage for DLBA, its successors and assignees for all claims, demands, actions, suits, judgments, and settlements for bodily injury or property damage arising out of Purchaser's work on and maintenance of the Property with minimum policy limits in the amount of \$500,000.00 per occurrence for property damage, and \$1,000,000.00 per occurrence for bodily injury, with a \$2,000,000.00 aggregate. Within 10 days after the Effective Date, Purchaser will provide DLBA a certificate of insurance listing DLBA as an additional insured. The insurance policy must provide that it may not be modified, cancelled, or allowed to expire without 30 days prior written notice to DLBA (provided, however, if Purchaser's insurance provider or policy does not provide for such notice, then in lieu of such notice from the insurer, Purchaser covenants to provide such notice to DLBA). At any time during the term of this temporary license, DLBA may request proof of insurance coverage required under this Section from Purchaser. Purchaser will reimburse DLBA for any and all costs, expenses, and insurance premiums paid or incurred by DLBA due to Purchaser's failure to maintain insurance coverage required under this Section.

(c) **Maintenance of Property.** Within 30 days from the Effective Date and until Closing, Purchaser will secure and maintain the Property by: (i) clearing the Property of trash and debris and continuing to remove such trash and debris as needed; (ii) ensuring that the grass is neatly edged and does not exceed 8 inches in height; (iii) trimming all trees, shrubs, and other plant life as needed; and (iv) maintaining all sidewalks and other paved portions of the Property

clear of snow and ice in a manner that makes it safe for pedestrians and within the timeframe currently required under City regulations.

4. **Preliminary Plan Review.**

(a) **Preliminary Plan Review.** Purchaser must schedule and complete a Preliminary Plan Review (the "*PPR Meeting*") meeting with the City of Detroit Buildings, Safety Engineering and Environmental Department ("*BSEED*"). If Purchaser intends to submit plans for the PPR Meeting which materially differ from the Proposed Use plans previously submitted to DLBA, Purchaser must first obtain DLBA's written consent. Purchaser must incorporate any required modifications to the Site Plans as indicated by any City departments in attendance. Purchaser will provide copies of all such modifications to the DLBA.

(b) **By-Right Use Determination.** If Purchaser receives and delivers to DLBA written confirmation from BSEED that the proposed use (the "*Proposed Use*") for the Property is considered by-right under the Detroit Zoning Ordinance, Purchaser may elect to close at any time during the Pre-Closing Period. Any change in the Proposed Use after receiving such confirmation prior to the Release of Interest being recorded will require the prior written consent of DLBA, which consent DLBA may withhold in its sole discretion.

(c) **Determination That Use Is Not By-Right.** If Purchaser does not receive such written confirmation as described in Subsection (b) of this Section, Purchaser may elect to pursue zoning permissions sufficient to implement the Proposed Use. Upon delivery to DLBA of confirmation that Purchaser has made all applications necessary to the City of Detroit in pursuit of such zoning permissions, the Pre-Closing Period will be extended by 90 days without further payment. Prior to Closing, Purchaser will provide to DLBA (i) documentation that all necessary zoning approvals have been received or the Proposed (ii) modified Site Plans accompanied by written confirmation from BSEED that the Proposed Use, as modified, is considered by-right under the Detroit Zoning Ordinance. If Purchaser submits such modified Site Plans, any further change in the Proposed Use prior to the Release of Interest being recorded will require the prior written consent of DLBA, which consent DLBA may withhold in its sole discretion.

(d) **Additional Pre-Closing Period Extensions.** If, during the Pre-Closing Period, Purchaser cannot complete any necessary actions, but has made measurable progress and exercised diligence in pursuit of same, Purchaser may apply to DLBA, in writing and no less than 30 days prior to the expiration of the Pre-Closing Period, as extended, for extensions. Purchaser will explain the reasons that the extension is required. In DLBA's reasonable discretion, DLBA may grant 90-day extensions of the Pre-Closing Period (each, a "*Pre-Closing Extension*"). Each granted Pre-Closing Extension will require payment of \$250.00, the sum of which will not be applicable to the Purchase Price.

5. **Title.**

(a) **Title Fees.** Within 3 days after receiving notice that DLBA has countersigned the Agreement, Purchaser will remit payment of \$200.00 for each of the parcels

identified on Exhibit A ("**Title Commitment Fees**") so that DLBA may order a Title Commitment (as defined below) for each Property.

(b) **Title Commitment.** Upon receipt of the Title Commitment Fees, DLBA will promptly obtain and deliver to Purchaser a commitment for an owner's policy of title insurance from a title company ("**Title Commitment**") for each Property, together with a copy of all recorded documents affecting the Property, which constitute (or at any Closing will constitute) any covenant, license, right-of-way, easement, limitation, condition, reservation, restriction, right or option, mortgage, pledge, lien, construction lien, mechanic's lien, charge, conditional sale or other title retention agreement or arrangement, encumbrance, lease, sublease, security interest, or trust interest ("**Encumbrances**") against the Property or exception to DLBA's title.

(c) **Title Commitment Period.** Within 10 business days of receipt of each Title Commitment, Purchaser will notify DLBA in writing (the "**QT Notice**") that, with respect to each Property:

(i) there are Encumbrances or exceptions which, in the opinion of Purchaser, may interfere with the intended use, enjoyment, value, or marketability of the Property. Purchaser will identify all such Encumbrances and exceptions and remit payment of \$1,000.00 (each, "**Title Service Fees**") for each such Property. Properties identified under this Section will specifically be referred to as **QT Parcels**.

(ii) Purchaser accepts the Title Commitment and does not wish to pursue any title services for the Property.

(iii) If Purchaser does not deliver a written notice pursuant to Subsection (i) or Subsection (ii) or Purchaser fails to deliver the Title Service Fees within 10 business days of receipt of a Title Commitment, Purchaser will be deemed to have delivered a QT Notice accepting the Title Commitment waived any right to toll the Closing on the 10<sup>th</sup> business day after receipt of the Title Commitment.

(d) **Litigation of Quiet Title Action.** Upon receipt of the final QT Notice and Title Services Fees, if any, DLBA will promptly file, litigate, and control a "**Quiet Title Action**" concerning the QT Parcels, provided that any attempt by DLBA to remove any Encumbrances in the course of such Quiet Title Action will not impose an obligation upon DLBA to remove any Encumbrances. Purchaser agrees to cooperate with DLBA in the litigation of the Quiet Title Action and use reasonable efforts to make available to DLBA pertinent records, material, and other information in Purchaser's possession or under Purchaser's control relating to each QT Parcel. DLBA will, upon request, provide Purchaser with copies of (i) all documents filed in the Quiet Title Action; and (ii) all other records pertinent to the Quiet Title Action in DLBA's possession. DLBA will also provide Purchaser with an update on the status of the Quiet Title Action upon

request. Documents required to be delivered by Purchaser pursuant to this Section shall be delivered in a manner consistent with the notice provisions set forth below.

(e) **Dismissal of Quiet Title Action.** If at any time prior to the completion of the Quiet Title Action, Purchaser no longer wishes to pursue the Quiet Title Action for any of the QT Parcels, Purchaser will give written notice to DLBA of Purchaser's intent to no longer pursue the Quiet Title Action with respect to such QT Parcels (the "*Dismissal Notice*"). DLBA will take action to dismiss the Quiet Title Action with respect to such QT Parcels within 14 days after the Dismissal Notice is received. If Purchaser requests a dismissal of Quiet Title Action it will forfeit any payment previously remitted for each QT Parcel against which a Quiet Title Action was commenced. After a dismissal of Quiet Title Action has been filed with the Court, DLBA will have no further obligations regarding the Quiet Title Action with respect to the parcels subject to a Dismissal Notice.

(f) **Conclusion of Title Services.** Title services will be considered concluded ("*Title Services Conclusion*") upon the occurrence of at least one of the following events for each Property:

(i) Purchaser accepts the title status under Section 3(c)(ii) or Section 3(c)(iii);

(ii) for QT Parcels, the Quiet Title Action is successfully litigated, and a judgment of Quiet Title is obtained by DLBA; or

(iii) for QT Parcels, DLBA is unable to obtain a judgment of Quiet Title due to a lienholder successfully establishing a valid interest that cannot be extinguished;

(iv) Purchaser delivers a Dismissal Notice to DLBA.

6. **Financing.** DLBA may, at its sole discretion, subordinate or assign its interests in the Property to assist Purchaser in obtaining any financing necessary for Purchaser to purchase the Property. Any such subordination or assignment agreement must be acceptable to DLBA, and DLBA has the complete discretion to make changes to its terms or to reject it for any reason.

## 7. **Closing.**

(a) **Time and Place of Closing.** DLBA and Purchaser will close the transaction under this Agreement within 30 days after the Title Services Conclusion or expiration of the Pre-Closing Period, whichever occurs later, on a date mutually agreed to by the Parties. The Closing will take place after satisfaction of the conditions to Closing as specified in this Section.

(b) **Quit Claim Deed.** DLBA will convey its interest in the Property to Purchaser through a Quit Claim Deed (the "*Deed*"), substantially in the form attached to this Agreement as Exhibit B. Purchaser waives all warranties pertaining to the Property's condition and takes the Property "AS IS, WHERE IS, WITH ALL FAULTS," as described in Section 10.

(c) **Requirements.** DLBA's obligation to effect a Closing hereunder will be subject to the fulfillment by Purchaser of each of the following conditions precedent:

(i) **Resolution of Purchaser's Authority.** Purchaser will furnish to DLBA a certified copy of a resolution satisfactory to DLBA in form and substance, duly adopted by the Board of Directors or governing body of Purchaser, or an authorized vote of the partners, members or joint venturers, authorizing the execution, delivery, and performance of this Agreement and all other documents and actions contemplated hereunder. Purchaser will also furnish to DLBA an incumbency certificate, executed by the corporate secretary of Purchaser, identifying the officers of Purchaser.

(ii) **Purchaser's Reconveyance Deed.** Purchaser will execute a Reconveyance Deed that reconveys the Property to DLBA (the "**Reconveyance Deed**"), in substantially the form attached to this Agreement as Exhibit C and will deliver such Reconveyance Deed to DLBA at Closing.

(iii) **No Delinquent Taxes.** Purchaser and Purchaser's affiliates will not own or control any properties in the City of Detroit which have a delinquent property tax balance. In the event Purchaser is in good faith contesting any amount due, Purchaser may, in lieu of paying said amount, deposit said amount in an escrow account which will be disbursed upon the resolution of the dispute.

(iv) **Proof Of Funds.** Purchaser will deliver a commercially reasonable estimate of costs and expenditures required to complete the Project(s), as defined in Appendix 1, together with documentation of commercially reasonable financial resources sufficient to complete the Project.

(v) **Documents and Legal Matters.** All documents reasonably requested by DLBA will have been submitted to DLBA and will be satisfactory in form and content as determined by DLBA.

(vi) **Payment of Purchase Price and Closing Costs.** Purchaser will have tendered payment of the Purchase Price and the Closing costs payable by Purchaser.

(vii) **No Default.** There will exist no uncured Event of Default (as defined below) by Purchaser under this Agreement.

(d) **Payment of Expenses.** Purchaser will also pay the following expenses at Closing:

- (i) any outstanding taxes, solid waste fees, water and sewer charges, or other recorded lien charges assessed against the Property prior to the Closing.
- (ii) costs related to filing of the Real Property Transfer Affidavit, if any;
- (iii) the title company's closing and escrow fees; if any; and

(iv) any title insurance premiums or other costs to issue a title policy and any endorsements thereto required by Purchaser.

8. **DLBA Tax Distribution.** Purchaser acknowledges that DLBA is entitled to the distribution of an amount equal to 50% of the property taxes collected on the property for the 5 tax years subsequent to transferring ownership of the Property. The tax distribution may be incompatible with tax abatements and lot combinations that are otherwise available to Purchaser and could prevent Purchaser from obtaining such abatements or lot combinations unless waived. DLBA will waive its right to the tax distribution for purchasers seeking such tax abatements or lot combinations in exchange for a payment in addition to the Purchase Price. The waiver may be granted at Closing or any time thereafter upon payment by Purchaser.

9. **Site Plans.**

(a) **Site Plans.** Copies of all plans submitted as part of the Preliminary Plan Review as required by the Option to Purchase and Develop and Agreement to Maintain Property executed by the Parties, and any additional plans, drawings, specifications, related documents, and construction progress schedule respecting the Project (collectively, the "*Site Plans*") submitted to and approved by any city, state, federal, or other governmental unit (collectively, the "*Governmental Authorities*") prior to the recording of the Release of Interest will be delivered to DLBA within 7 days of approval by the relevant Governmental Authorities. Such Site Plans will be incorporated into this document as part of Exhibit E. In the event that any items approved and incorporated as Site Plans conflict, items approved by the Planning Department will be considered controlling.

(b) **Modification of Plans.** Any material change to the Site Plans will require written acceptance from DLBA prior to implementation. If Purchaser desires to make any material change in the Site Plans after the Effective Date, Purchaser will submit the proposed change to the DLBA for its acceptance. It will be within the DLBA's sole determination to accept or reject such change. In the event of a dispute with respect to what constitutes a material change, DLBA's reasonable determination will control.

(c) **Other Approvals.** Acceptance by DLBA of the Site Plans is in addition to any approvals by BSEED (or other agencies or departments) for building permits, use permits, certificates of occupancy, and other permits whether required by other City of Detroit departments and agencies or otherwise. Purchaser will be responsible for obtaining said permits and approvals.

10. **Property Condition and Indemnification.** DLBA hereby disclaims any warranty, guaranty or representation, express or implied, oral or written, past, present, or future, of, as to or concerning (a) the condition or state of repair of the Property, or the suitability thereof for any purpose; (b) the extent of any right-of-way, lease, possession, lien, encumbrance, easement, license, reservation, or condition in connection with the Property; (c) the compliance of the Property with any applicable laws, ordinances, or regulations of any government or other body, including, without limitation, compliance with any land use or zoning law or regulation, or

applicable environmental, rules, ordinances, or regulations; (d) title to or the boundaries of the Property; and (e) the physical condition of the Property, including, without limitation, the environmental condition of the Property and the structural, mechanical, and engineering characteristics of the improvements to the Property. The sale of the Property will be on an "AS IS, WHERE IS, WITH ALL FAULTS" basis. Purchaser expressly acknowledges and agrees that DLBA makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, habitability, merchantability, or fitness for a particular purpose, with respect to the Property, and Purchaser hereby expressly waives and releases any such warranty or representation. Purchaser will buy the Property based on its own investigations, and, by accepting title to all or part of the Property, acknowledges that it has conducted such investigations as it has deemed necessary or advisable. Purchaser will indemnify and hold DLBA and each of its officers, employees, agents, and affiliates, and the successors, assigns, heirs, and legal representatives of each of the foregoing (collectively, the "DLBA Indemnified Parties") free and harmless from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and court costs incurred in connection with the enforcement of this indemnity) related to, resulting from, or in any way arising out of the physical condition of the Property or the ownership or operation of the Property prior to, on, and after Closing. Purchaser's indemnification obligations set forth in this Section will survive Closing and will not be merged with the Deed.

**11. Limitation of Liability.** Purchaser understands and acknowledges that DLBA has acquired the Property through foreclosure or similar process, DLBA has never occupied the Property, and DLBA has little or no direct knowledge about the physical condition of the Property. Purchaser agrees that Purchaser is buying the Property "as is" (as more fully set forth in Section 10 of this Agreement).

**Notwithstanding any provision to the contrary in this Agreement, DLBA's liability and Purchaser's sole and exclusive remedy in all circumstances and for all claims arising out of or relating in any way to the Agreement or the sale of the Property to Purchaser will be limited to no more than the Purchase Price. Purchaser agrees that DLBA will not be liable under any circumstances for any special, consequential, or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability), or any other legal or equitable principle, theory, or cause of action arising out of or related in any way to any claim relating to this Agreement or the transfer of the Property to Purchaser, including the condition of the title.**

**12. Inspections by Purchaser.** By executing this Agreement, Purchaser acknowledges and confirms that it is not relying on any information provided or to be provided on behalf of DLBA or any statement, representation, or other assertion made by DLBA or its employees or agents with respect to the Property. All testing, inspections, and investigations will be conducted at Purchaser's sole cost and expense and Purchaser hereby indemnifies DLBA, and holds DLBA harmless against any loss, costs, damage, or expenses arising out of such testing, inspections, and

investigation performed by Purchaser, its agents, employees, independent contractors, or assignees.

13. **Representations and Warranties of Purchaser.** To induce DLBA to enter into this Agreement, Purchaser makes the following representations and warranties, which will be true and correct on the date of Closing:

(a) Purchaser is authorized and permitted to enter into this Agreement and to perform all covenants and obligations of Purchaser hereunder and Purchaser's right to execute this Agreement is not limited by any other agreements. The execution and delivery of this Agreement, the consummation of the transaction described herein and compliance with the terms of this Agreement will not conflict with, or constitute a default under, any agreement to which Purchaser is a party or by which Purchaser is bound or violate any regulation, law, court order, judgment, or decree applicable to Purchaser. This Agreement is legally binding on and enforceable against Purchaser in accordance with its terms.

(b) There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings under the Bankruptcy Code, 11 U.S.C. §101, et seq., or under any other debtor relief laws pending or threatened against Purchaser.

(c) If Purchaser is not a natural person or persons, Purchaser has been duly organized, is validly existing and is in good standing in the jurisdiction in which it was formed, and is qualified to do business in the State of Michigan. This Agreement is, and all documents executed by Purchaser and delivered to DLBA at the Closing will be duly authorized, executed, and delivered by Purchaser.

(d) No other action by Purchaser; no consent, approval, order, or authorization of any person or entity that is not a party to this Agreement; and no permit, consent, approval, declaration, or filing with any governmental authority is required for Purchaser to execute and deliver this Agreement or perform the transaction contemplated herein.

(e) Neither Purchaser nor any Affiliate (as defined below) has material unresolved blight or building code violations under the Detroit City Code.

(f) Neither Purchaser nor any Affiliate has been awarded another property by DLBA and then failed to (i) make the deposit on time; (ii) close the purchase on time; or (iii) satisfy the requirements to rehabilitate and have the property occupied on time.

The representations and warranties of Purchaser set forth above and elsewhere in this Agreement will survive Closing for a period of 2 years (the "*Survival Period*"), provided that if Purchaser is granted any extensions of time under Section 15, then the Survival Period will also automatically be extended for the same period. If DLBA determines during the Survival Period that Purchaser was in breach of any of Purchaser's representations and warranties in this Agreement as of Closing, DLBA will have the right to retain the proceeds from the sale of the Property as liquidated damages and to pursue any of DLBA's remedies set forth in Section 17. Notwithstanding anything to the

contrary, the Survival Period will end immediately upon DLBA's recording of the Release of Interest, as defined below, for each Property.

For purposes of this Agreement, "*Affiliate*" means any other person or entity: (i) in which Purchaser has an ownership interest or (ii) that, directly or indirectly, controls, is controlled by, or is under common control with Purchaser; for the purposes of this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the person or entity in question, whether by the ownership of voting securities, contract, or otherwise.

14. **Affirmative Covenants.** Purchaser covenants and agrees that until the Release of Interest is recorded for each Property it will:

(a) **Maintenance of Business Existence.** Continue to engage in business of the same general type as now conducted and do all things necessary to preserve, renew, and keep in full force and effect its limited liability company and rights and franchises necessary to continue such business and preserve and keep in force and effect all licenses and permits necessary for the proper conduct of its business.

(b) **Notification of Defaults.** Promptly notify DLBA of any Default under or pursuant to this Agreement, whether or not any requirement of notice or lapse of time, or both, or any other condition has been satisfied or has occurred.

(c) **Notification Relating to Development Lender.** Promptly notify DLBA of any refusal by its development lender, if any, to make a requested advance, any demands for escrow amounts under deficiency clauses, any declaration that default has occurred, or declaration that development stage specifications for the Project are unacceptable.

(d) **Access to Records and Premises.** Permit DLBA to inspect and make and take away copies of any and all of its records relative to this Agreement. Purchaser will permit DLBA and its agents, its investigators, or law enforcement officials to inspect the Property, without notice, until completion of the Project (as defined in Appendix 1) to verify compliance with Purchaser's obligations under this Agreement.

(e) **Compliance with Laws, Ordinances, or other Regulations.** Comply with and will require all consultants, contractors, subcontractors, or any other party engaged by Purchaser and the agents and employees of said parties engaged by the Purchaser to undertake any of the activities associated with the performance of this Agreement to comply with all applicable laws, ordinances, or other regulations imposed by any governmental authority. Purchaser will require as part of any contracts issued in connection with this Agreement that any consultant, contractor, subcontractor, or any other party engaged by Purchaser will comply with all such applicable laws, ordinances, and regulations.

(f) **Further Information.** Promptly furnish DLBA from time to time such other information regarding its operations, business affairs, and financial condition concerning this Agreement that DLBA may reasonably request.

(g) **Further Assurances.** Upon request, execute and deliver, or cause to be executed and delivered, such further instruments, and do or cause to be done such further acts, as may be reasonably necessary or proper to carry out the intent and purpose of this Agreement.

15. **Purchaser's Obligation to Return the Property to Productive Use.**

(a) Purchaser will complete the development of the Property according to the terms set forth in Appendix 1 attached to this Agreement.

(b) When Purchaser considers all work on a Project to be complete, it will so notify DLBA. DLBA will thereafter make or cause to be made such inspection or, at DLBA's election, request that Purchaser provide any further documentation of completion of the Project. Upon DLBA's determination that the Project is complete, DLBA will record with the Wayne County Register of Deeds a Release of Interest, substantially in the form attached to this Agreement as Exhibit D (each a "**Release of Interest**"), which will be conclusive acknowledgment by DLBA of Purchaser's satisfaction of its obligations under this Section. If DLBA determines the Project is not complete, DLBA will so notify Purchaser in writing indicating in what respects Purchaser has failed to implement the Project or is otherwise in default, and what measures and acts Purchaser will take or perform to cure such nonconformity or default. Purchaser will thereafter promptly complete the Project.

(c) If Purchaser cannot timely complete a Project, but has made measurable progress and exercised diligence in working to do so, Purchaser may apply to DLBA, in writing and no later than 30 days prior to the required Project completion date, for an extension, and in such writing Purchaser will explain the reasons that the extension is required and provide an estimate of the revised completion date. In DLBA's reasonable discretion, DLBA may grant Purchaser extensions of 90 days to complete the work or declare the Purchaser in default. Each 90-day extension request, if approved, will be granted in exchange for \$250.00.

16. **Defaults and Events of Default.**

(a) **Default by Purchaser.** The occurrence of any one or more of the following events will constitute a **Default** of this Agreement by Purchaser:

(i) Purchaser fails to complete the Project or otherwise report progress on implementation as specified by this Agreement.

(ii) Purchaser fails to pay real estate taxes or assessments or any part thereof on the Property when due, or places any encumbrance unauthorized by this Agreement, or suffers any levy or attachment to be made, or any materialman's, mechanic's, or construction lien or any other unauthorized encumbrance to attach.

(iii) Purchaser violates any of the terms and conditions of this Agreement, except as otherwise provided in this Section.

(iv) Purchaser closes on the acquisition of more than nine parcels from DLBA within any 365-day period without approval from the Detroit City Council prior to the Release of Interest being recorded.

(v) Any transfer of all or any part of the Property or of any right or interest in all or any part of the Property in violation of Section 22.

(vi) If Purchaser is not a natural person or persons, any change of 10% or more in the ownership or distribution of the ownership interests of the Purchaser or with respect to the identity of the parties in control of the Purchaser.

(vii) Purchaser admits in writing its inability to pay its debts generally as they become due, or Purchaser ceases to conduct business in the normal course by reason of any of the following: (i) the making by Purchaser of any general arrangement or general assignment for the benefit of creditors; (ii) Purchaser becoming a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto unless, in the case of a petition filed against Purchaser, the same is dismissed within 60 days; (iii) the appointment of a trustee or receiver to take possession of substantially all of Purchaser's assets located at the Property or of Purchaser's interest in this Agreement, where possession is not restored to Purchaser within 60 days; (iv) the attachment, execution, or other judicial seizure of substantially all of Purchaser assets located at the Property or of Purchaser's interest in this Agreement, where such seizure is not discharged within 60 days; or (v) its voluntary or involuntary dissolution;

(b) **Failure to Cure Default.** Any such Default by Purchaser as set forth in Section 16(a)(i)-(iii) and Purchaser's failure to cure such Default within 30 days after written demand by DLBA to correct said Default will be deemed to constitute an ***Event of Default***. In the event Purchaser is in good faith contesting any amount due under Section 16(a)(ii), the Purchaser may, in lieu of paying said amount, deposit said amount in an escrow account which will be disbursed upon the resolution of the dispute, or if the amount relates to a construction lien, the Purchaser may bond over the lien in the manner prescribed by law. Any Default pursuant to Section 16(a)(iv)-(vii) are hereby deemed to be material, non-curable ***Event of Default*** without the necessity of any notice by DLBA to Purchaser thereof. DLBA may, in its sole discretion, waive in writing any Default or Event of Default by the Purchaser.

17. **DLBA's Remedies upon Purchaser's Default.** Upon an Event of Default, DLBA may seek any and all of the following as its remedies.

(a) DLBA will have the right to terminate this Agreement by providing written notice of termination to Purchaser and to retain the Purchase Price as liquidated damages. DLBA and Purchaser agree that (i) it would be impractical and extremely difficult, if not impossible, to fix actual damages that would be suffered by DLBA as a result of a breach of this Agreement by Purchaser; and (ii) the aforesaid liquidated damages are a fair and reasonable amount to be retained

by DLBA as agreed and liquidated damages in light of DLBA's removal of the Property from the market and the costs incurred by DLBA and will not constitute a penalty or a forfeiture.

(b) for one, several, or all of the Properties for which a Release of Interest has not been recorded (each, an "*Unreleased Property*") record the Reconveyance Deed at the Wayne County Register of Deeds Office, reconveying ownership of the Property back to DLBA;

(c) take immediate possession of the Unreleased Properties;

(d) enter and secure the Unreleased Properties;

(e) remove all occupants and personal belongings from within the Unreleased Properties;

(f) take immediate ownership of all improvements and fixtures intended to be permanently attached to the Unreleased Properties; and

(g) offer the Unreleased Properties for sale to other prospective purchasers, whether by auction or otherwise, or hold the Unreleased Properties.

Purchaser will indemnify and hold the DLBA Indemnified Parties free and harmless from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and court costs incurred in connection with the enforcement of the indemnity) related to, resulting from, or in any way arising out of DLBA exercising its remedial rights under the Reconveyance Deed and this Agreement.

18. **Brokerage.** If Purchaser has employed a broker or real estate agent in connection with the transactions contemplated by this Agreement, Purchaser agrees to indemnify, defend, and hold DLBA harmless from and against any claims for real estate broker's fees or any compensation sought by a broker or real estate agent employed by Purchaser in connection with the transactions contemplated by this Agreement unless otherwise agreed in writing.

19. **DLBA Authority.** DLBA has full power and authority to enter into this Agreement and to perform all its obligations hereunder, and has taken all action required by law, its governing instruments, or otherwise to authorize the execution, delivery, and performance of this Agreement and all the deeds, agreements, certificates, and other documents contemplated herein.

20. **Notice; Updates.** Except as otherwise expressly provided herein, all notices and communications hereunder must be in writing and will be deemed to have been given when either hand-delivered, sent by first class mail, sent by national overnight courier, or emailed.

Notice to Purchaser should be sent to the address above set forth, farm@corianderkitchenandfarm.com, or another such other address or email as Purchaser designates in writing to DLBA.

Notice to DLBA will be provided to the following or another such other address or email as DLBA designates in writing to Purchaser:

Detroit Land Bank Authority  
Attn: Martina Orange  
500 Griswold Street, Suite 1200  
Detroit, Michigan 48226  
projects@detroitlandbank.org

21. **Integration; Modification.**

(a) This Agreement contains both DLBA's and Purchaser's entire intentions and understandings in regard to the sale of the Property. This Agreement supersedes any prior agreements, whether written or oral.

(b) DLBA and Purchaser may modify this Agreement only in a writing signed by both Parties. Any such modifications will become part of this Agreement by incorporation.

22. **Assignment; Notification upon Transfer of Property.** Until Purchaser has completed its obligations under this Agreement and DLBA has confirmed such completion, Purchaser may not assign, transfer, convey, or pledge its rights or obligations under this Agreement or with respect to the Property without the prior written consent of DLBA, which consent DLBA may withhold in its sole discretion.

23. **Miscellaneous.**

(a) **Severability.** If any one or more of this Agreement's provisions is/are held invalid or unenforceable in any respect, all other provisions will remain valid and enforceable as stated in this Agreement.

(b) **Captions.** The headings of the Sections and other subdivisions in this Agreement are for convenience only and will not be used to construe or interpret the scope or intent of this Agreement or in any way affect the same.

(c) **Governing Law; Jurisdiction; Venue.** This Agreement is governed by applicable Michigan law. Purchaser agrees, consents, and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action brought against it arising out of this Agreement. Purchaser agrees that service of process at the address and in the manner specified above will be sufficient to put Purchaser on notice. Purchaser also agrees that it will not commence any action against DLBA because of any matter whatsoever arising out of or relating to the validity, construction interpretation, and enforcement of this Agreement, in any courts other than those in the Wayne County, Michigan.

(d) **Affiliates.** If any Affiliate of Purchaser will take any action, which, if done by Purchaser would constitute a breach of this Agreement, the same will be deemed a breach by Purchaser.

(e) **Binding Effect.** This Agreement will be binding on the heirs, devisees, legal representatives, claimants, successors, and assignees of the Parties.

(f) **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed to be an original document but together will constitute one instrument. The Parties agree that either Party may execute and deliver executed counterparts by facsimile or electronically imaged signatures and said executed counterparts will be binding and enforceable as if an original.

(g) **Waiver.** No waiver by either Party of any of its rights or remedies hereunder or otherwise will be considered a waiver of any other subsequent right or remedy. Except as expressly provided herein, no waiver by either Party of any of its rights or remedies hereunder or otherwise will be effective unless such waiver is evidenced in a written instrument executed by the waiving Party.

(h) **Dates.** If any date herein set forth for the performance of any obligations of DLBA or Purchaser, or for the delivery of any instrument or notice as herein provided, should be on a Saturday, Sunday, or legal holiday, the compliance with such obligations (or such delivery, as the case may be) will be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

**[Signatures begin on following page]**

The Detroit Land Bank Authority and Scott Street Farm LLC have caused this Purchase & Development Agreement to be executed as of the Effective Date.

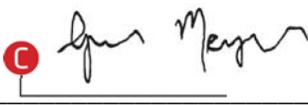
**DETROIT LAND BANK AUTHORITY**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Tammy Daniels  
Chief Executive Officer

**SCOTT STREET FARM LLC**

Dated: 7/3/2023

By:  \_\_\_\_\_  
Name: Gwen Meyer  
Title: Co Owner

Signature page 1 of 1 of the Purchase & Development Agreement between DLBA and Scott Street Farm LLC for 751, 757, and 763 Manistique; and 740, 756, 764, and 770 Philip

## APPENDIX 1

Pursuant to and consistent with the terms of the Purchase & Development Agreement, Purchaser will timely complete all planned construction at the Property in accordance with the following terms and conditions (the "**Project**").

A. **Within 30 days of Closing**, Purchaser will provide photographs, receipts, or other evidence showing that Purchaser is maintaining the Property according to the following minimum requirements, provided that the weather does not otherwise prohibit such maintenance: (a) clearing the Property as needed of trash and debris and continuing to remove such trash and debris; (b) ensuring that the grass is neatly edged and does not exceed 8 inches; (c) trimming trees, shrubs, and other plant material as needed; and (d) clearing sidewalks and other paved portions of the property clear of snow and ice in a manner that makes it safe for pedestrians and within the timeframe currently required under City regulations.

Purchaser's maintenance obligations as to the Property will continue until DLBA records the Release of Interest after which point the premises of the Property will be maintained in a manner consistent with City regulations.

B. **Within 90 days after Closing, and at 90-day intervals until Project completion**, Purchaser will provide updated, documented progress and status information to DLBA, including, but not limited to photographs, receipts, or other evidence that the Property is being maintained according to the terms set forth in Subsection A; invoices or photographs evidencing the materials purchased to advance other work performed on the Property; and proof of progress toward implementation of the Project, such as plans, permits, drawings, specifications, or related documents respecting any improvements or landscaping.

C. **Within 180 days after Closing**, Purchaser will submit a complete Change of Use Building Permit Application (the "**Application**") to the City of Detroit Building, Safety Engineering and Environmental Department ("**BSEED**"). Purchaser will also forward a copy of the submitted Application to DLBA. If the Application substantially differs from Purchaser's DLBA purchase application, Purchaser must first obtain permission from DLBA prior to submitting the Application.

D. **Within 365 days after Closing**, Purchaser will deliver to DLBA a copy of the Certificate of Acceptance for the Application.

E. **Within 540 days after Closing**, Purchaser will deliver documentation that the project has been implemented substantially in accordance with the plans attached to this Agreement as Exhibit E and in compliance with all applicable laws, regulations, and government approvals.

Purchaser will further provide DLBA with any additional reports upon request by DLBA, and will diligently respond to DLBA's requests for further information or documentation in follow-up to any report.

**[Remainder of page intentionally left blank]**

# PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT A

## The Property

<p>W MANISTIQUE LOT 700 N 5 FT LOT 699 FOX CREEK SUB L25 P73 PLATS, W C R 21/295 35 X 115.99A</p> <p>Parcel ID: 21061731.</p> <p>Commonly known as 751 Manistique, Detroit, MI</p>
<p>W MANISTIQUE LOT 701 FOX CREEK SUB L25 P73 PLATS, W C R 21/295 30 X 115.94A</p> <p>Parcel ID: 21061730.</p> <p>Commonly known as 757 Manistique, Detroit, MI</p>
<p>W MANISTIQUE S 10 FT LOT 703 LOT 702 FOX CREEK SUB L25 P73 PLATS, W C R 21/295 40 X 115.88A</p> <p>Parcel ID: 21061729.</p> <p>Commonly known as 763 Manistique, Detroit, MI</p>
<p>E PHILIP N 15 FT LOT 733 S 21 FT LOT 732 FOX CREEK SUB L25 P73 PLATS, W C R 21/295 36 X 111</p> <p>Parcel ID: 21060011.</p> <p>Commonly known as 740 Philip, Detroit, MI</p>
<p>E PHILIP LOT 1 S 5 FT LOT 2 HERBERT CAMPBELLS SUB L27 P1 PLATS, W C R 21/294 35 X 111</p> <p>Parcel ID: 21060013.</p> <p>Commonly known as 756 Philip, Detroit, MI</p>
<p>E PHILIP N 25 FT LOT 2 S 10 FT LOT 3 HERBERT CAMPBELLS SUB L27 P1 PLATS, W C R 21/294 35 X 111</p> <p>Parcel ID: 21060014.</p> <p>Commonly known as 764 Philip, Detroit, MI</p>
<p>E PHILIP N 20 FT LOT 3 &amp; S 15 FT LOT 4 HERBERT CAMPBELLS SUB L27 P1 PLATS, W C R 21/294 35 X 111</p> <p>Parcel ID: 21060015.</p> <p>Commonly known as 770 Philip, Detroit, MI</p>

**[Remainder of page intentionally left blank]**

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT B**

Quit Claim Deed

(see attached)

**QUIT CLAIM DEED**

The Detroit Land Bank Authority a Michigan public body corporate, whose address is 500 Griswold, Suite 1200, Detroit, Michigan, 48226 ("**DLBA**"), quit claims to Scott Street Farm LLC, a Michigan limited liability company whose address is 1792 Parker, Detroit, Michigan 48214 ("**Grantee**"), the premises located in the City of Detroit, County of Wayne, and State of Michigan **commonly known as 751, 757, and 763 Manistique; and 740, 756, 764, and 770 Philip and more fully described in Exhibit 1** together with all and singular the tenements, hereditaments, fixtures, and appurtenances of that property, for the full consideration of Forty Four Thousand Seven Hundred Fifty One Dollars and No Cents (\$44,751.00). This conveyance is exempt from taxes pursuant to MSA 7.456(5)(h)(i); MCL 207.505(h)(i), MSA 7.456(26)(h)(i); MCL 207.526(h)(i).

**Notice of Deed Restriction**

This property is conveyed pursuant to a Purchase & Development Agreement between DLBA and Grantee (the "**Agreement**") and on the express condition that Grantee fulfill all the terms and conditions applicable to Grantee set forth in the Agreement. If Grantee fails to fulfill all the terms of the Agreement applicable to Grantee, DLBA will have the right to reconvey the property back to its ownership which will be evidenced by the recording of a deed to that effect. Upon Grantee fulfilling all the terms and conditions applicable to Grantee set forth in the Agreement, DLBA will record a release of interest (a "**Release of Interest**").

Until a Release of Interest is recorded, Grantee is restricted from transferring or encumbering this property without the prior written consent of DLBA. If, prior to a Release of Interest being recorded, Grantee transfers or encumbers this property without the prior written consent of DLBA, DLBA will have the right to reconvey the property back to its ownership by the recording of a reconveyance deed.

**DETROIT LAND BANK AUTHORITY**

Dated: \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) ss  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_  
**Tammy Daniels**  
**Chief Executive Officer**

This document was acknowledged, subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Tammy Daniels, Chief Executive Officer, Detroit Land Bank Authority.

\_\_\_\_\_  
*Signature of Notary*

\_\_\_\_\_  
*Printed name of Notary*

Notary Public, State of Michigan, County of: \_\_\_\_\_; Acting in the County of: \_\_\_\_\_

My commission expires: \_\_\_\_\_

When recorded return to and subsequent tax bills to: Scott Street Farm LLC 1792 Parker Detroit, MI 48214	Drafted by: Robert G Spence Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226
---	---

**EXHIBIT 1**

W MANISTIQUE LOT 700 N 5 FT LOT 699 FOX CREEK SUB L25 P73 PLATS, W C R 21/295 35 X 115.99A Parcel ID: 21061731. Commonly known as 751 Manistique, Detroit, MI
W MANISTIQUE LOT 701 FOX CREEK SUB L25 P73 PLATS, W C R 21/295 30 X 115.94A Parcel ID: 21061730. Commonly known as 757 Manistique, Detroit, MI
W MANISTIQUE S 10 FT LOT 703 LOT 702 FOX CREEK SUB L25 P73 PLATS, W C R 21/295 40 X 115.88A Parcel ID: 21061729. Commonly known as 763 Manistique, Detroit, MI
E PHILIP N 15 FT LOT 733 S 21 FT LOT 732 FOX CREEK SUB L25 P73 PLATS, W C R 21/295 36 X 111 Parcel ID: 21060011. Commonly known as 740 Philip, Detroit, MI
E PHILIP LOT 1 S 5 FT LOT 2 HERBERT CAMPBELLS SUB L27 P1 PLATS, W C R 21/294 35 X 111 Parcel ID: 21060013. Commonly known as 756 Philip, Detroit, MI
E PHILIP N 25 FT LOT 2 S 10 FT LOT 3 HERBERT CAMPBELLS SUB L27 P1 PLATS, W C R 21/294 35 X 111 Parcel ID: 21060014. Commonly known as 764 Philip, Detroit, MI
E PHILIP N 20 FT LOT 3 & S 15 FT LOT 4 HERBERT CAMPBELLS SUB L27 P1 PLATS, W C R 21/294 35 X 111 Parcel ID: 21060015. Commonly known as 770 Philip, Detroit, MI

Exhibit 1 to Quit Claim Deed from Detroit Land Bank Authority to Scott Street Farm LLC

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT C**

Reconveyance Deed

(see attached)



**EXHIBIT 1**

<p>W MANISTIQUE LOT 700 N 5 FT LOT 699 FOX CREEK SUB L25 P73 PLATS, W C R 21/295 35 X 115.99A</p> <p>Parcel ID: 21061731.</p> <p>Commonly known as 751 Manistique, Detroit, MI</p>
<p>W MANISTIQUE LOT 701 FOX CREEK SUB L25 P73 PLATS, W C R 21/295 30 X 115.94A</p> <p>Parcel ID: 21061730.</p> <p>Commonly known as 757 Manistique, Detroit, MI</p>
<p>W MANISTIQUE S 10 FT LOT 703 LOT 702 FOX CREEK SUB L25 P73 PLATS, W C R 21/295 40 X 115.88A</p> <p>Parcel ID: 21061729.</p> <p>Commonly known as 763 Manistique, Detroit, MI</p>
<p>E PHILIP N 15 FT LOT 733 S 21 FT LOT 732 FOX CREEK SUB L25 P73 PLATS, W C R 21/295 36 X 111</p> <p>Parcel ID: 21060011.</p> <p>Commonly known as 740 Philip, Detroit, MI</p>
<p>E PHILIP LOT 1 S 5 FT LOT 2 HERBERT CAMPBELLS SUB L27 P1 PLATS, W C R 21/294 35 X 111</p> <p>Parcel ID: 21060013.</p> <p>Commonly known as 756 Philip, Detroit, MI</p>
<p>E PHILIP N 25 FT LOT 2 S 10 FT LOT 3 HERBERT CAMPBELLS SUB L27 P1 PLATS, W C R 21/294 35 X 111</p> <p>Parcel ID: 21060014.</p> <p>Commonly known as 764 Philip, Detroit, MI</p>
<p>E PHILIP N 20 FT LOT 3 &amp; S 15 FT LOT 4 HERBERT CAMPBELLS SUB L27 P1 PLATS, W C R 21/294 35 X 111</p> <p>Parcel ID: 21060015.</p> <p>Commonly known as 770 Philip, Detroit, MI</p>

# **PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT D**

Release of Interest

(see attached)



**EXHIBIT 1**

<p>W MANISTIQUE LOT 700 N 5 FT LOT 699 FOX CREEK SUB L25 P73 PLATS, W C R 21/295 35 X 115.99A</p> <p>Parcel ID: 21061731.</p> <p>Commonly known as 751 Manistique, Detroit, MI</p>
<p>W MANISTIQUE LOT 701 FOX CREEK SUB L25 P73 PLATS, W C R 21/295 30 X 115.94A</p> <p>Parcel ID: 21061730.</p> <p>Commonly known as 757 Manistique, Detroit, MI</p>
<p>W MANISTIQUE S 10 FT LOT 703 LOT 702 FOX CREEK SUB L25 P73 PLATS, W C R 21/295 40 X 115.88A</p> <p>Parcel ID: 21061729.</p> <p>Commonly known as 763 Manistique, Detroit, MI</p>
<p>E PHILIP N 15 FT LOT 733 S 21 FT LOT 732 FOX CREEK SUB L25 P73 PLATS, W C R 21/295 36 X 111</p> <p>Parcel ID: 21060011.</p> <p>Commonly known as 740 Philip, Detroit, MI</p>
<p>E PHILIP LOT 1 S 5 FT LOT 2 HERBERT CAMPBELLS SUB L27 P1 PLATS, W C R 21/294 35 X 111</p> <p>Parcel ID: 21060013.</p> <p>Commonly known as 756 Philip, Detroit, MI</p>
<p>E PHILIP N 25 FT LOT 2 S 10 FT LOT 3 HERBERT CAMPBELLS SUB L27 P1 PLATS, W C R 21/294 35 X 111</p> <p>Parcel ID: 21060014.</p> <p>Commonly known as 764 Philip, Detroit, MI</p>
<p>E PHILIP N 20 FT LOT 3 &amp; S 15 FT LOT 4 HERBERT CAMPBELLS SUB L27 P1 PLATS, W C R 21/294 35 X 111</p> <p>Parcel ID: 21060015.</p> <p>Commonly known as 770 Philip, Detroit, MI</p>

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT E**

Site Plans

(To be incorporated following requisite approvals)

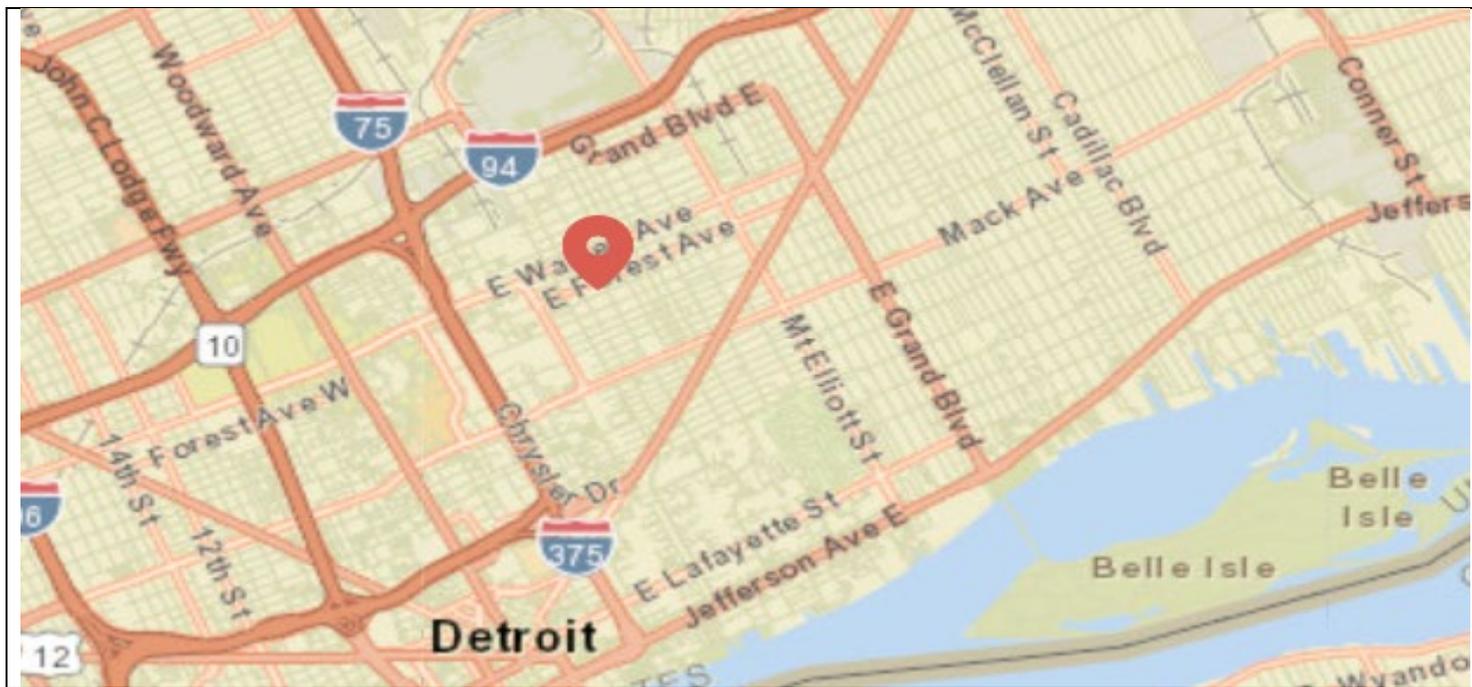
**09-12-2023**

RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO  
ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT  
WITH MARIGOLD LLC

**Detroit Land Bank Authority – Projects Deal Summary Sheet**

<b>Project Name:</b> Kevin Boyd/Marigold LLC-2255 Garfield+- Community Garden/Space		<b>Agreement Type:</b> PA	<b>CP/ED:</b> ED
<b>Principals:</b> Marigold LLC		<b>Resolution:</b> Yes	
<b>Properties included in sale:</b> 2255 Garfield, 2281 Garfield, 2261 Garfield, 2265 Garfield, 2275 Garfield			
<b>Adjacent Ownership:</b> N/A			
<b>Price Per square foot:</b> \$.49		<b>Total Sq Ft of DLBA property included in sale:</b> 26,860	
<b>Sale Price:</b> \$13,161.40	<b>Discount:</b> 20%	<b>Final Price:</b> \$10,529.12	
<b>5/50 Amount:</b>			
<b>Zoning:</b> R3	<b>Region:</b> Central	<b>City Council District:</b> 5	
<b>Neighborhood:</b> McDougall-Hunt		<b>DLBA Project Manager:</b> Larry Latimore	
<b>Unresolved Inquiries?:</b> 0	<b># of Sales/Purchase Inquiries:</b> 0	<b>Marketing # of Offers:</b>	

**Project Map**





 Properties owned by applicant

 DLBA properties in application

 Properties owned by applicant

 DLBA properties in application

Public Land   
Public Structure 

### Project Summary

Kevin Boyd on behalf of Marigold LLC plans to develop the lots into a community garden/gathering space. They will plant fruit bushes, flowers, add benches, a worktable, pathway and natural playscape. Volunteers will get the hands-on experience of cultivating new garden space, while learning about native plants and responsible land stewardship.

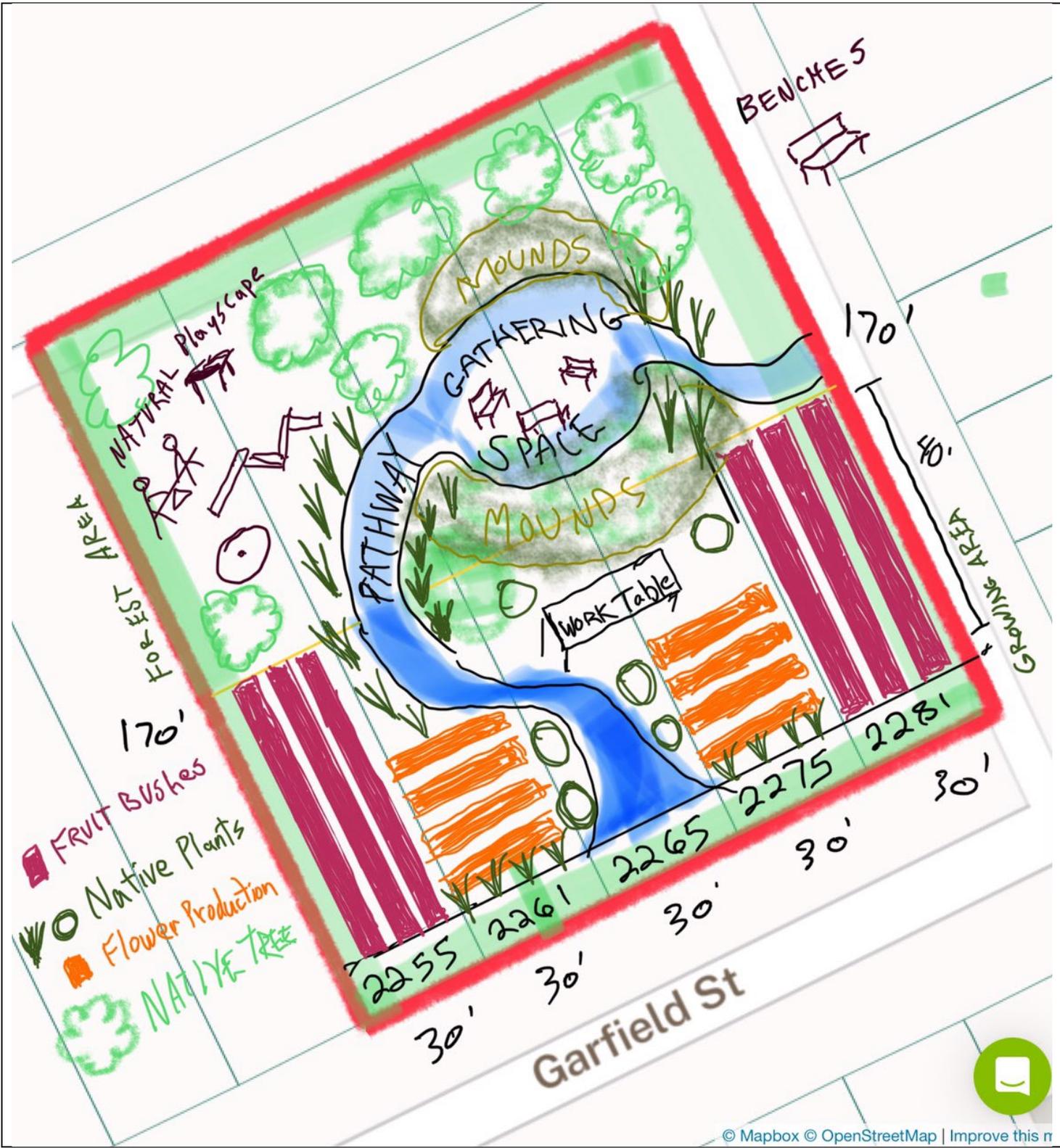
POF= \$20,052.63 from Chase.

**Total cost**=\$5,500

**Estimated Completion**= 7-12 months.

Eastern Market PCA. Buyer is not adjacent but lives on the next block. They have lived in the neighborhood for 10 years. Already has Ghost Acre Farm and another "market garden" nearby.





**RESOLUTION NO. 09-12-2023**

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH MARIGOLD LLC**

WHEREAS, the Detroit Land Bank Authority (the "DLBA") was created in order to assemble or dispose of vacant, tax foreclosed, and public property in a coordinated manner to foster the development of that property and to promote homeownership, neighborhood revitalization, and economic growth in the City of Detroit (collectively, "Revitalization"); and

WHEREAS, the City of Detroit develops and implements its programs and policies regarding Revitalization through certain City departments and agencies including, but not limited to, the Office of Jobs and Economic Development, the Planning and Development Department and the Housing and Revitalization Department (collectively, the "City Revitalization Offices"); and

WHEREAS, the DLBA desires to support the Revitalization programs and policies of the City Revitalization Offices, and to that end is willing to assist and cooperate with them to make property available for Revitalization projects and opportunities; and

WHEREAS, Marigold LLC ("Purchaser") applied to purchase the properties identified in Exhibit A to Exhibit 1 attached hereto (collectively, the "Property") to acquire five vacant parcels to develop a community garden (the "Project"); and

WHEREAS, the Purchase & Development Agreement negotiated between the DLBA and Purchaser attached hereto as Exhibit 1 (the "Agreement") conditions sale of the Property on timely completion of the Project in a manner consistent with the applicable regulations; and

WHEREAS, the DLBA staff believe the Agreement is necessary and appropriate, and recommend that the Board of Directors authorize the Chief Executive Officer to enter into the Agreement and sell the Property to Purchaser.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE DETROIT LAND BANK AUTHORITY, that the Chief Executive Officer is authorized to (1) negotiate, sign, and enter into an Agreement substantially in the form attached hereto as Exhibit 1, on behalf of the Detroit Land Bank Authority with such changes as the Chief Executive Officer may deem necessary or appropriate in her sole discretion, so long as they do not substantially increase the liabilities imposed upon the Detroit Land Bank Authority, and (2) sell the Property to Purchaser.

The foregoing resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote was as follows.

Erica Ward Gerson

Richard Hosey

Miranda Morrow-Bartell

Patricia Pernell-Shelton

Carol Walters

The undersigned thereupon declared the resolution duly passed and adopted this 26<sup>th</sup> day of September 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



5/30/2023

Marigold LLC  
4457 Mitchell  
Detroit, MI 48207

**RE: SALE OF PROPERTY**

Dear Marigold LLC:

This letter constitutes an offer to deal by the Detroit Land Bank Authority (the "**DLBA**") to sell real property in the City of Detroit identified in Exhibit A of the attached Purchase & Development Agreement (the "**Agreement**") for \$13,161.40, less the Discount (as defined in Section 2(c)), to Marigold LLC ("**Purchaser**") pursuant to the terms and conditions of the Agreement and, if required, subject to approval by the DLBA Board of Directors.

The DLBA will be emailing a link to Purchaser to electronically sign the Agreement. The email will come from "Detroit Land Bank Authority via Conga Sign" or similar. Unless alternate arrangements are timely approved in writing, the DLBA will only accept signatures via this method. If you have not received the link to sign within 3 days of this Offer to Deal, please notify [projects@detroitlandbank.org](mailto:projects@detroitlandbank.org).

If Purchaser accepts the offer to deal, Purchaser shall, prior to July 06, 2023, electronically sign the Agreement and deliver a money order, cashier's check, or certified check payable to "Detroit Land Bank Authority" in the amount of \$1,052.91, to serve as a "Non-Refundable Earnest Money Deposit" as contemplated by Section 2 of the Agreement. This deposit will be net against the Purchase Price at Closing as defined in the Agreement. If the Agreement requires approval by the DLBA Board of Directors and is not approved within 90 days, this offer will expire and the Deposit will be returned to the Purchaser in full. Upon execution of the Agreement by DLBA, Purchaser shall effect closing according to Section 5 of the Agreement or the deposit shall be forfeited, and any proposed terms or agreements between the parties including, but not limited to, this letter and the Agreement shall be null and void.

This letter is considered as an offer to deal only and may be subject to approval by the Detroit Land Bank Authority Board of Directors.

*If Purchaser will be delivering any payments or other documents to DLBA's office, please follow all instructions on the DLBA's website – [buildingdetroit.org](http://buildingdetroit.org) – regarding current office and lobby capacity and scheduling.*

**This offer to deal expires on July 06, 2023 if by such date the signed Purchase & Development Agreement and deposit have not been delivered to DLBA.**

**DETROIT LAND BANK AUTHORITY**

## PURCHASE & DEVELOPMENT AGREEMENT

This Purchase & Development Agreement (this "**Agreement**") is entered by and between the Detroit Land Bank Authority, a Michigan public body corporate, whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan 48226 ("**DLBA**"), and Marigold LLC, a Michigan limited liability company whose address is 4457 Mitchell, Detroit, Michigan 48207 ("**Purchaser**"), as of the Effective Date. The "**Effective Date**" of this Agreement will be the date of the last signature set forth below. DLBA and Purchaser are referred to from time to time in this Agreement individually as a "**Party**" and, together, as the "**Parties**."

1. **Property Description; Sale.** DLBA will sell and Purchaser will purchase real property located in the City of Detroit, County of Wayne, and State of Michigan, the legal descriptions of which are attached to this Agreement as Exhibit A (individually and collectively, the "**Property**"), in accordance with the terms and conditions of this Agreement.

2. **Purchase Price; Deposit; Taxes.**

(a) **Purchase Price.** The purchase price for the Property is \$13,161.40 (the "**Purchase Price**"). Purchaser will pay the Purchase Price in full at the time of closing on the sale of the Property (the "**Closing**"), less the amount of the Deposit (as defined in Subsection (b)) and the Discount (as defined below).

(b) **Non-Refundable Earnest Money Deposit.** DLBA acknowledges that Purchaser has made a non-refundable earnest money deposit in the amount \$1,052.91 (the "**Deposit**"), and that this Deposit will be either (i) applied to the Purchase Price at Closing; or (ii) retained by DLBA if the transactions contemplated by this Agreement are not consummated for any reason.

(c) **Discount.** Purchaser is eligible for a discount (the "**Discount**") reducing the Purchase Price by 20%. The Discount, totaling \$2,632.28, will be applied at Closing.

(d) **Taxes and Other Charges.** Purchaser will be responsible for paying any outstanding taxes; solid waste fees; water, drainage, and sewer charges; or other recorded lien charges assessed against the Property prior to the Closing.

3. **Title.**

(a) **Title Fees.** Within 3 days after receiving notice that DLBA has countersigned the Agreement, Purchaser will remit payment of \$200.00 for each of the parcels identified on Exhibit A ("**Title Commitment Fees**") so that DLBA may order a Title Commitment (as defined below) for each Property.

(b) **Title Commitment.** Upon receipt of the Title Commitment Fees, DLBA will promptly obtain and deliver to Purchaser a commitment for an owner's policy of title insurance from a title company ("**Title Commitment**") for each Property, together with a copy of all recorded documents affecting the Property, which constitute (or at any Closing will constitute) any covenant, license, right-of-way, easement, limitation, condition, reservation, restriction, right or

option, mortgage, pledge, lien, construction lien, mechanic's lien, charge, conditional sale or other title retention agreement or arrangement, encumbrance, lease, sublease, security interest, or trust interest ("**Encumbrances**") against the Property or exception to DLBA's title.

(c) **Title Commitment Period.** Within 10 business days of receipt of each Title Commitment, Purchaser will notify DLBA in writing (the "**QT Notice**") that, with respect to each Property:

(i) there are Encumbrances or exceptions which, in the opinion of Purchaser, may interfere with the intended use, enjoyment, value, or marketability of the Property. Purchaser will identify all such Encumbrances and exceptions and remit payment of \$1,000.00 (each, "**Title Service Fees**") for each such Property. Properties identified under this Section will specifically be referred to as **QT Parcels**.

(ii) Purchaser accepts the Title Commitment and does not wish to pursue any title services for the Property.

(iii) If Purchaser does not deliver a written notice pursuant to Subsection (i) or Subsection (ii) or Purchaser fails to deliver the Title Service Fees within 10 business days of receipt of a Title Commitment, Purchaser will be deemed to have delivered a QT Notice accepting the Title Commitment waived any right to toll the Closing on the 10<sup>th</sup> business day after receipt of the Title Commitment.

(d) **Litigation of Quiet Title Action.** Upon receipt of the final QT Notice and Title Services Fees, if any, DLBA will promptly file, litigate, and control a "**Quiet Title Action**" concerning the QT Parcels, provided that any attempt by DLBA to remove any Encumbrances in the course of such Quiet Title Action will not impose an obligation upon DLBA to remove any Encumbrances. Purchaser agrees to cooperate with DLBA in the litigation of the Quiet Title Action and use reasonable efforts to make available to DLBA pertinent records, material, and other information in Purchaser's possession or under Purchaser's control relating to each QT Parcel. DLBA will, upon request, provide Purchaser with copies of (i) all documents filed in the Quiet Title Action; and (ii) all other records pertinent to the Quiet Title Action in DLBA's possession. DLBA will also provide Purchaser with an update on the status of the Quiet Title Action upon request. Documents required to be delivered by Purchaser pursuant to this Section shall be delivered in a manner consistent with the notice provisions set forth below.

(e) **Dismissal of Quiet Title Action.** If at any time prior to the completion of the Quiet Title Action, Purchaser no longer wishes to pursue the Quiet Title Action for any of the QT Parcels, Purchaser will give written notice to DLBA of Purchaser's intent to no longer pursue the Quiet Title Action with respect to such QT Parcels (the "**Dismissal Notice**"). DLBA will take action to dismiss the Quiet Title Action with respect to such QT Parcels within 14 days after the Dismissal Notice is received. If Purchaser requests a dismissal of Quiet Title Action it will forfeit any payment previously remitted for each QT Parcel against which a Quiet Title Action was commenced. After a dismissal of Quiet Title Action has been filed with the Court, DLBA will

have no further obligations regarding the Quiet Title Action with respect to the parcels subject to a Dismissal Notice.

(f) **Conclusion of Title Services.** Title services will be considered concluded ("***Title Services Conclusion***") upon the occurrence of at least one of the following events for each Property:

(i) Purchaser accepts the title status under Section 3(c)(ii) or Section 3(c)(iii);

(ii) for QT Parcels, the Quiet Title Action is successfully litigated, and a judgment of Quiet Title is obtained by DLBA; or

(iii) for QT Parcels, DLBA is unable to obtain a judgment of Quiet Title due to a lienholder successfully establishing a valid interest that cannot be extinguished;

(iv) Purchaser delivers a Dismissal Notice to DLBA.

4. **Financing.** DLBA may, at its sole discretion, subordinate or assign its interests in the Property to assist Purchaser in obtaining any financing necessary for Purchaser to purchase the Property. Any such subordination or assignment agreement must be acceptable to DLBA, and DLBA has the complete discretion to make changes to its terms or to reject it for any reason.

5. **Closing.**

(a) **Time and Place of Closing.** DLBA will notify Purchaser of the prospective Closing date not less than 10 calendar days prior to the Closing, unless otherwise agreed between the Parties. The Closing will take place after satisfaction of the conditions to Closing as specified in this Section, and the Closing date will not be more than 30 days after the Title Services Conclusion. The Closing will take place at DLBA's offices or such other location designated by DLBA.

(b) **Title Company.** DLBA, and only DLBA, may, at its sole discretion, elect to retain the services of a title company of its choice to complete the transfer of the Property.

(c) **Quit Claim Deed.** DLBA will convey its interest in the Property to Purchaser through a Quit Claim Deed (the "***Deed***"), substantially in the form attached to this Agreement as Exhibit B. Purchaser waives all warranties pertaining to the Property's condition and takes the Property "AS IS, WHERE IS, WITH ALL FAULTS," as described in Section 7.

(d) **Requirements.** DLBA's obligation to effect a Closing hereunder will be subject to the fulfillment by Purchaser of each of the following conditions precedent:

(i) **Resolution of Purchaser's Authority.** Purchaser will furnish to DLBA a copy of a resolution satisfactory to DLBA in form and substance, duly adopted by the Board of Directors or governing body of Purchaser, or an authorized vote of the partners, members or joint venturers, authorizing the execution, delivery, and performance of this Agreement and all other documents and actions contemplated hereunder. Purchaser will also furnish to DLBA an

incumbency certificate, executed by the authorized representative of Purchaser, identifying the officers of Purchaser.

(ii) **Purchaser's Reconveyance Deed.** Purchaser will furnish an executed Reconveyance Deed that reconveys the Property to DLBA (the "**Reconveyance Deed**"), substantially in the form attached to this Agreement as Exhibit C. If Purchaser is in breach of any of its obligations set forth in this Agreement, the Reconveyance Deed will be considered delivered to DLBA, and DLBA will have the right to accept and record the Reconveyance Deed at the Wayne County, Michigan Register of Deeds, as provided in Section 13.

(iii) **No Delinquent Taxes.** Purchaser and Purchaser's affiliates will not own or control any properties in the City of Detroit which have a delinquent property tax balance. In the event Purchaser is in good faith contesting any amount due, Purchaser may, in lieu of paying said amount, deposit said amount in an escrow account which will be disbursed upon the resolution of the dispute.

(iv) **Proof Of Funds.** Purchaser will deliver a commercially reasonable estimate of costs and expenditures required to complete the Project(s), as defined in Appendix 1, together with documentation of commercially reasonable financial resources sufficient to complete the Project(s).

(v) **City Council.** If the Closing would result in Purchaser closing on more than nine parcels in a 365-day period, Purchaser must obtain approval for the transaction from the Detroit City Council prior to Closing. The Closing date may be tolled to allow Purchaser to obtain such approval.

(vi) **Documents and Legal Matters.** All documents reasonably requested by DLBA will have been submitted to DLBA and will be satisfactory in form and content as determined by DLBA.

(vii) **Payment of Purchase Price and Closing Costs.** Purchaser will have tendered payment of the Purchase Price and the Closing costs payable by Purchaser.

(viii) **No Default.** There will exist no uncured Event of Default (as defined below) by Purchaser under this Agreement.

(e) **Payment of Expenses.** Purchaser will also pay the following expenses at Closing:

(i) any outstanding taxes; solid waste fees; water, drainage, and sewer charges; or other recorded lien charges assessed against the Property prior to the Closing.

(ii) costs related to preparation and filing of the Real Property Transfer Affidavit;

(iii) the title company's closing and escrow fees, if any; and

(iv) any title insurance premiums or other costs to issue a title policy without exceptions and any endorsements thereto required by Purchaser.

6. **DLBA Tax Distribution.** Purchaser acknowledges that DLBA is entitled to the distribution of an amount equal to 50% of the property taxes collected on the property for the 5 tax years subsequent to transferring ownership of the Property. The tax distribution may be incompatible with tax abatements and lot combinations that are otherwise available to Purchaser and could prevent Purchaser from obtaining such abatements or lot combinations unless waived. DLBA will waive its right to the tax distribution for purchasers seeking such tax abatements or lot combinations in exchange for a payment in addition to the Purchase Price. The waiver may be granted at Closing or any time thereafter upon payment by Purchaser.

7. **Property Condition and Indemnification.** DLBA hereby disclaims any warranty, guaranty or representation, express or implied, oral or written, past, present, or future, of, as to or concerning (a) the condition or state of repair of the Property, or the suitability thereof for any purpose; (b) the extent of any right-of-way, lease, possession, lien, encumbrance, easement, license, reservation, or condition in connection with the Property; (c) the compliance of the Property with any applicable laws, ordinances, or regulations of any government or other body, including, without limitation, compliance with any land use or zoning law or regulation, or applicable environmental rules, ordinances, or regulations; (d) title to or the boundaries of the Property; and (e) the physical condition of the Property, including, without limitation, the environmental condition of the Property and the structural, mechanical and engineering characteristics of the improvements to the Property. The sale of the Property will be on an "AS IS, WHERE IS, WITH ALL FAULTS" basis. Purchaser expressly acknowledges and agrees that DLBA makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, habitability, merchantability or fitness for a particular purpose, with respect to the Property, and Purchaser hereby expressly waives and releases any such warranty or representation. Purchaser will buy the Property based on its own investigations, and, by accepting title to all or part of the Property, acknowledges that it has conducted such investigations as it has deemed necessary or advisable. Purchaser will indemnify and hold DLBA and each of its officers, employees, agents and affiliates, and the successors, assigns, heirs and legal representatives of each of the foregoing (collectively, the "**DLBA Indemnified Parties**") free and harmless from and against any and all claims, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees and court costs incurred in connection with the enforcement of this indemnity) related to, resulting from, or in any way arising out of the physical condition of the Property or the ownership or operation of the Property prior to, on and after Closing. Purchaser's indemnification obligations set forth in this Section will survive Closing and will not be merged with the Deed.

8. **Limitation of Liability.** Purchaser understands and acknowledges that DLBA has acquired the Property through foreclosure or similar process, DLBA has never occupied the Property, and DLBA has little or no direct knowledge about the physical condition of the

**Property. Purchaser agrees that Purchaser is buying the Property "as is" (as more fully set forth in Section 7 of this Agreement).**

**Notwithstanding any provision to the contrary in this Agreement, DLBA's liability and Purchaser's sole and exclusive remedy in all circumstances and for all claims arising out of or relating in any way to the Agreement or the sale of the Property to Purchaser will be limited to no more than the Purchase Price. Purchaser agrees that DLBA will not be liable under any circumstances for any special, consequential, or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability), or any other legal or equitable principle, theory, or cause of action arising out of or related in any way to any claim relating to this Agreement or the transfer of the Property to Purchaser, including the condition of the title.**

**9. No Additional Inspection by Purchaser.**

(a) By executing this Agreement, Purchaser acknowledges and confirms that it is satisfied with the condition of the Property. Purchaser further acknowledges and confirms that it is not relying on any information provided or to be provided on behalf of DLBA or any statement, representation or other assertion made by DLBA or its employees or agents with respect to the Property. Purchaser further acknowledges and confirms that it has in all respects had an adequate opportunity to inspect and investigate the Property and all matters pertaining to its condition, use and operation and has completed all investigation and testing and other due diligence activities relating to the purchase of the Property, including without limitation such market and feasibility studies or analyses as Purchaser deemed necessary or desirable in order to satisfy itself as to market conditions applicable to the Property and with respect to any pollutant or hazardous materials on or about the Property, including lead-based paint or lead-based paint hazards. All testing, inspections and investigations have been conducted at Purchaser's sole cost and expense and Purchaser hereby indemnifies DLBA, and holds DLBA harmless against any loss, costs, damage or expenses arising out of such testing, inspections and investigation performed by Purchaser, its agents, employees, independent contractors or assignees.

(b) In the event the Property includes residential structural improvements, DLBA will provide the Purchaser with the Environmental Protection Agency pamphlet "Protect Your Family from Lead in Your Home" and the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (collectively, the "**Lead Paint Disclosures**"). At Closing, Purchaser will execute Lead Paint Disclosures, if applicable.

**10. Representations and Warranties of Purchaser.** To induce DLBA to enter into this Agreement, Purchaser makes the following representations and warranties, which will be true and correct on the date of Closing (the "**Closing Date**"):

(a) Purchaser is authorized and permitted to enter into this Agreement and to perform all covenants and obligations of Purchaser hereunder and Purchaser's right to execute this Agreement is not limited by any other agreements. The execution and delivery of this Agreement,

the consummation of the transaction described herein and compliance with the terms of this Agreement will not conflict with, or constitute a default under, any agreement to which Purchaser is a party or by which Purchaser is bound or violate any regulation, law, court order, judgment, or decree applicable to Purchaser. This Agreement is legally binding on and enforceable against Purchaser in accordance with its terms.

(b) There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings under the Bankruptcy Code, 11 U.S.C. §101, et seq., or under any other debtor relief laws pending or threatened against Purchaser.

(c) If Purchaser is not a natural person or persons, Purchaser has been duly organized, is validly existing and is in good standing in the jurisdiction in which it was formed, and is qualified to do business in the State of Michigan. This Agreement is, and all documents executed by Purchaser and delivered to DLBA at the Closing will be duly authorized, executed, and delivered by Purchaser.

(d) No other action by Purchaser, no consent, approval, order or authorization of any person or entity that is not a party to this Agreement, and no permit, consent, approval, declaration or filing with any governmental authority is required for Purchaser to execute and deliver this Agreement or perform the transaction contemplated herein.

(e) Neither Purchaser nor any Affiliate (as defined below) has material unresolved blight or building code violations under the Detroit City Code.

(f) Neither Purchaser nor any Affiliate has been awarded another property by DLBA and then failed to (i) make the deposit on time; (ii) close the purchase on time, or (iii) satisfy the requirements to rehabilitate and have the property occupied on time.

The representations and warranties of Purchaser set forth above and elsewhere in this Agreement will survive Closing for a period of two years (the "***Survival Period***"), provided that if Purchaser is granted any extensions of time under Section 11, then the Survival Period will also automatically be extended for the same period. If DLBA determines during the Survival Period that Purchaser was in breach of any of Purchaser's representations and warranties in this Agreement as of the Closing Date, DLBA will have the right to retain the proceeds from the sale of the Property as liquidated damages and to pursue any of DLBA's remedies set forth in Section 13. Notwithstanding anything to the contrary, the Survival Period will end immediately upon DLBA's recording of a Release of Interest, as defined below, for each Property.

For purposes of this Agreement, "***Affiliate***" means any other person or entity: (a) in which Purchaser has an ownership interest, or (b) that, directly or indirectly, controls, is controlled by or is under common control with Purchaser; for the purposes of this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the person or entity in question, whether by the ownership of voting securities, contract or otherwise.

11. **Purchaser's Obligation to Return the Property to Productive Use.**

(a) Purchaser will commence and complete the Project (as defined in Appendix 1) according to the terms set forth in Appendix 1 attached to this Agreement.

(b) When Purchaser considers all work on a Project to be complete, it will so notify DLBA. DLBA will thereafter make or cause to be made such inspection or, at DLBA's election, request that Purchaser provide any further documentation of completion of the Project. Upon DLBA's determination that the Project is complete, DLBA will record with the Wayne County, Michigan Register of Deeds a Release of Interest, substantially in the form attached to this Agreement as Exhibit D (each a "**Release of Interest**"), which will be conclusive acknowledgment by DLBA of Purchaser's satisfaction of its obligations under this Section. If DLBA determines the Project is not complete, DLBA will so notify Purchaser in writing indicating in what respects Purchaser has failed to implement the Project or is otherwise in default, and what measures and acts Purchaser will take or perform to cure such nonconformity or default. Purchaser will thereafter promptly complete the Project.

(c) If Purchaser cannot timely complete a Project, but has made measurable progress and exercised diligence in working to do so, Purchaser may apply to DLBA, in writing and no later than 30 days prior to the required Project completion date, for an extension, and in such writing Purchaser will explain the reasons that the extension is required and provide an estimate of the revised completion date. In DLBA's sole discretion, DLBA may grant Purchaser an extension of any length to complete the work or declare the Purchaser in default.

12. **Defaults and Events of Default.**

(a) **Default by Purchaser.** The occurrence of any one or more of the following events shall constitute a **Default** of this Agreement by Purchaser:

(i) Purchaser fails to complete the Project or otherwise report progress on implementation as specified by this Agreement.

(ii) Purchaser fails to pay real estate taxes or assessments or any part thereof on the Property when due, or places any encumbrance unauthorized by this Agreement, or suffers any levy or attachment to be made, or any materialman's, mechanic's, or construction lien or any other unauthorized encumbrance to attach.

(iii) Purchaser violates any of the terms and conditions of this Agreement, except as otherwise provided in this Section.

(iv) Purchaser fails to close after receiving notice from DLBA as described in Section 5(a).

(v) Purchaser closes on the acquisition of more than nine parcels from DLBA within any 365-day period without approval from the Detroit City Council prior to the Release of Interest being recorded.

(vi) Any transfer of all or any part of the Property or of any right or interest in all or any part of the Property in violation of Section 19.

(vii) If Purchaser is not a natural person or persons, any change of 10% or more in the ownership or distribution of the ownership interests of the Purchaser or with respect to the identity of the parties in control of the Purchaser.

(b) **Failure to Cure Default.** Any such Default by Purchaser as set forth in Section 12(a)(i)-(iii) and Purchaser's failure to cure such Default within 30 days after written demand by DLBA to correct said Default will be deemed to constitute an ***Event of Default***. In the event Purchaser is in good faith contesting any amount due under Section 12(a)(ii), the Purchaser may, in lieu of paying said amount, deposit said amount in an escrow account which will be disbursed upon the resolution of the dispute, or if the amount relates to a construction lien, the Purchaser may bond over the lien in the manner prescribed by law. Any Default pursuant to Sections 12(a)(iv)-(vii) are hereby deemed to be material, non-curable ***Event of Default*** without the necessity of any notice by DLBA to Purchaser thereof. DLBA may, in its sole discretion, waive in writing any Default or Event of Default by the Purchaser.

13. **DLBA's Remedies upon Purchaser's Default.** Upon an Event of Default, DLBA may seek any and all of the following as its remedies.

(a) DLBA will have the right to terminate this Agreement by providing written notice of termination to Purchaser and to retain the Purchase Price as liquidated damages. DLBA and Purchaser agree that (i) it would be impractical and extremely difficult, if not impossible, to fix actual damages that would be suffered by DLBA as a result of a breach of this Agreement by Purchaser; and (ii) the aforesaid liquidated damages are a fair and reasonable amount to be retained by DLBA as agreed and liquidated damages in light of DLBA's removal of the Property from the market and the costs incurred by DLBA and will not constitute a penalty or a forfeiture.

(b) In addition to the remedy provided in Subsection (a), DLBA may in its sole discretion take any one or more of the following actions:

(i) record the Reconveyance Deed at the Wayne County Register of Deeds Office, reconveying ownership of the Property back to DLBA;

(ii) take immediate possession of the Property;

(iii) enter and secure the Property;

(iv) remove all occupants and personal belongings from within the Property;

(v) take immediate ownership of all improvements and fixtures intended to be permanently attached to the Property; and

(vi) offer the Property for sale to other prospective purchasers, whether by auction or otherwise, or hold the Property.

Purchaser will indemnify and hold DLBA Indemnified Parties free and harmless from and against any and all claims, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees and court costs incurred in connection with the enforcement of the indemnity) related to, resulting from, or in any way arising out of DLBA exercising its remedial rights under the Reconveyance Deed and this Agreement.

14. **Post-Closing Property Inspection.** Purchaser will permit agents of DLBA, its investigators, or law enforcement officials to inspect the Property, without notice, until a Reconveyance Deed or Release of Interest has been recorded for each Property to verify compliance with Purchaser's obligations in Section 11.

15. **Brokerage.** If Purchaser has employed a broker or real estate agent in connection with the transactions contemplated by this Agreement, Purchaser agrees to indemnify, defend, and hold DLBA harmless from and against any claims for real estate broker's fees or any compensation sought by a broker or real estate agent employed by Purchaser in connection with the transactions contemplated by this Agreement unless otherwise agreed in writing.

16. **DLBA Authority.** DLBA has full power and authority to enter into this Agreement and to perform all its obligations hereunder, and has taken all action required by law, its governing instruments, or otherwise to authorize the execution, delivery, and performance of this Agreement and all the deeds, agreements, certificates, and other documents contemplated herein.

17. **Notice; Updates.** Except as otherwise expressly provided herein, all notices and communications hereunder must be in writing and will be deemed to have been given when either hand-delivered, sent by first class mail, sent by national overnight courier, or emailed.

Notice to Purchaser should be sent to the address above set forth, marigoldcarpentry@gmail.com, or another such other address or email as Purchaser designates in writing to DLBA.

Notice to DLBA will be provided to the following or another such other address or email as DLBA designates in writing to Purchaser:

Detroit Land Bank Authority  
Attn: Larry Latimore  
500 Griswold Street, Suite 1200  
Detroit, Michigan 48226  
projects@detroitlandbank.org

18. **Integration; Modification.**

(a) This Agreement contains the Parties' entire intentions and understandings in regard to the sale of the Property. This Agreement supersedes any prior agreements, whether written or oral.

(b) The Parties may modify this Agreement only in a writing signed by all Parties.

19. **Assignment; Notification upon Transfer of Property.** Until a Release of Interest is recorded, Purchaser may not assign, transfer, convey, or pledge its rights or obligations under this Agreement or with respect to the Property without the prior written consent of DLBA, which consent DLBA may withhold in its sole discretion.

20. **Miscellaneous.**

(a) **Severability.** If any one or more of this Agreement's provisions is/are held invalid or unenforceable in any respect, all other provisions will remain valid and enforceable as stated in this Agreement.

(b) **Captions.** The headings of the Sections and other subdivisions in this Agreement are for convenience only and will not be used to construe or interpret the scope or intent of this Agreement or in any way affect the same.

(c) **Governing Law; Jurisdiction; Venue.** This Agreement is governed by applicable Michigan law. Purchaser agrees, consents, and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action brought against it arising out of this Agreement. Purchaser agrees that service of process at the address and in the manner specified above will be sufficient to put Purchaser on notice. Purchaser also agrees that it will not commence any action against DLBA because of any matter whatsoever arising out of or relating to the validity, construction interpretation, and enforcement of this Agreement, in any courts other than those in the Wayne County, Michigan.

(d) **Affiliates.** If any Affiliate of Purchaser will take any action, which, if done by Purchaser would constitute a breach of this Agreement, the same will be deemed a breach by Purchaser.

(e) **Binding Effect.** This Agreement will be binding on the heirs, devisees, legal representatives, claimants, successors, and assignees of the Parties.

(f) **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed to be an original document but together will constitute one instrument.

(g) **Waiver.** No waiver by either Party of any of its rights or remedies hereunder or otherwise will be considered a waiver of any other subsequent right or remedy. Except as expressly provided herein, no waiver by either Party of any of its rights or remedies hereunder or otherwise will be effective unless such waiver is evidenced in a written instrument executed by the waiving Party.

(h) **Dates.** If any date herein set forth for the performance of any obligations of any Party, or for the delivery of any instrument or notice as herein provided, should be on a Saturday, Sunday, or legal holiday, the compliance with such obligations (or such delivery, as the case may be) will be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

**[Signatures commence on following page]**

The Detroit Land Bank Authority and Marigold LLC have caused this Purchase & Development Agreement to be executed as of the Effective Date.

**DETROIT LAND BANK AUTHORITY**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Tammy Daniels  
Chief Executive Officer

**MARIGOLD LLC**

Dated: 6/13/2023

By:  \_\_\_\_\_  
Name: Kevin Boyd  
Title: Owner

Signature page 1 of 1 of the Purchase & Development Agreement between DLBA and Marigold LLC for 2255, 2261, 2265, 2275, and 2281 Garfield

## APPENDIX 1

Pursuant to and consistent with the terms of the Purchase & Development Agreement, Purchaser will improve the Property according to the following terms and conditions (the "**Project**"):

A. **Within 30 days after Closing**, Purchaser will provide photographs, receipts or other evidence showing that Purchaser is maintaining the Property according to the following minimum requirements, provided that the weather does not otherwise prohibit such maintenance: (i) clearing the Property as needed of trash and debris and continuing to remove such trash and debris; (ii) ensuring that the grass is neatly edged and does not exceed 6 inches; (iii) trimming trees, shrubs, and other plant material as needed; and (iv) clearing sidewalks and other paved portions of the property clear of snow and ice in a manner that makes it safe for pedestrians and within the timeframe currently required under City regulations.

Purchaser's maintenance obligations as to the Property will continue until DLBA records the Release of Interest after which point the premises of the Property will be maintained in a manner consistent with City regulations.

B. **Within 90 days after Closing, and at 90-day intervals until Project completion**, Purchaser will provide updated, documented progress and status information to DLBA, including, but not limited to photographs, receipts, or other evidence that the Property is being maintained according to the terms set forth in Subsection A; invoices or photographs evidencing the materials purchased to advance other work performed on the Property; and proof of progress toward implementation of the Project, such as plans, permits, drawings, specifications, or related documents respecting any improvements or landscaping.

C. **Within 180 days after Closing**, Purchaser will submit a complete Change of Use Building Permit Application (the "**Application**") to the City of Detroit Building, Safety Engineering and Environmental Department ("**BSEED**"). Purchaser will also forward a copy of the submitted Application to DLBA. If the Application substantially differs from Purchaser's DLBA purchase application, Purchaser must first obtain permission from DLBA prior to submitting the Application.

D. **Within 365 days after Closing**, Purchaser will deliver to DLBA a copy of the Certificate of Occupancy for the Application.

E. **Within 540 days after Closing**, Purchaser will deliver documentation that the project has been implemented substantially in accordance with the plans attached to this Agreement as Exhibit E and in compliance with all applicable laws, regulations, and government approvals.

Purchaser will further provide DLBA with any additional reports upon request by DLBA, and will diligently respond to DLBA's requests for further information or documentation in follow-up to any report. Consistent with Purchaser's obligations under this Agreement, Purchaser will make the Property available for review for verification of work performed as DLBA deems necessary.

# PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT A

## The Property

N GARFIELD Lot 4 JAMES E LACROIXS SUB L11 P15 PLATS, W C R 9/76 31 X 169.95 Parcel ID: 09002346. Commonly known as 2255 Garfield, Detroit, MI
N GARFIELD Lot 5 JAMES E LACROIXS SUB L11 P15 PLATS, W C R 9/76 31 X 169.95 Parcel ID: 09002347. Commonly known as 2261 Garfield, Detroit, MI
N GARFIELD Lot 6 JAMES E LACROIXS SUB L11 P15 PLATS, W C R 9/76 32 X 169.95 Parcel ID: 09002348. Commonly known as 2265 Garfield, Detroit, MI
N GARFIELD Lot 7 JAMES E LACROIXS SUB L11 P15 PLATS, W C R 9/76 32 X 169.95 Parcel ID: 09002349. Commonly known as 2275 Garfield, Detroit, MI
N GARFIELD Lot 8 JAMES E LACROIXS SUB L11 P15 PLATS, W C R 9/76 32 X 169.95 Parcel ID: 09002350. Commonly known as 2281 Garfield, Detroit, MI

**[Remainder of page intentionally left blank]**

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT B**

Quit Claim Deed  
(see attached)



**EXHIBIT 1**

N GARFIELD Lot 4 JAMES E LACROIXS SUB L11 P15 PLATS, W C R 9/76 31 X 169.95 Parcel ID: 09002346. Commonly known as 2255 Garfield, Detroit, MI
N GARFIELD Lot 5 JAMES E LACROIXS SUB L11 P15 PLATS, W C R 9/76 31 X 169.95 Parcel ID: 09002347. Commonly known as 2261 Garfield, Detroit, MI
N GARFIELD Lot 6 JAMES E LACROIXS SUB L11 P15 PLATS, W C R 9/76 32 X 169.95 Parcel ID: 09002348. Commonly known as 2265 Garfield, Detroit, MI
N GARFIELD Lot 7 JAMES E LACROIXS SUB L11 P15 PLATS, W C R 9/76 32 X 169.95 Parcel ID: 09002349. Commonly known as 2275 Garfield, Detroit, MI
N GARFIELD Lot 8 JAMES E LACROIXS SUB L11 P15 PLATS, W C R 9/76 32 X 169.95 Parcel ID: 09002350. Commonly known as 2281 Garfield, Detroit, MI

Exhibit 1 to Quit Claim Deed from Detroit Land Bank Authority to Marigold LLC

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT C**

Reconveyance Deed  
(see attached)

**QUIT CLAIM DEED**

Marigold LLC, a Michigan limited liability company whose address is 4457 Mitchell, Detroit, Michigan 48207 ("**Grantor**"), quit claims to the Detroit Land Bank Authority, a Michigan public body corporate whose address is 500 Griswold, Suite 1200, Detroit, Michigan, 48226 ("**DLBA**"), the premises located in the City of Detroit, County of Wayne, and State of Michigan **commonly known as 2255, 2261, 2265, 2275, and 2281 Garfield and more fully described in Exhibit 1** together with all and singular the tenements, hereditaments, fixtures, and appurtenances of that property, for the full consideration of One Dollar (\$1.00). Such conveyance is in consideration of DLBA relinquishing its right to pursue an action based upon its right of reconveyance. This conveyance is exempt from taxes pursuant to MCL 207.505(a); MSA 7.456(5)(a), and MSA 7.456(26); MCL 207.526(a).

**MARIGOLD LLC**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

STATE OF MICHIGAN            )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

Title: \_\_\_\_\_

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Marigold LLC.

\_\_\_\_\_  
*Signature of Notary*

\_\_\_\_\_  
*Printed name of Notary*

Notary Public, State of Michigan, County of: \_\_\_\_\_; Acting in the County of: \_\_\_\_\_

My commission expires: \_\_\_\_\_

When recorded return to and send subsequent tax bills to: Detroit Land Bank Authority; Attn: Executive Director 500 Griswold, Suite 1200 Detroit, Michigan 48226	Drafted by: Robert G Spence Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226
---	---

**EXHIBIT 1**

N GARFIELD Lot 4 JAMES E LACROIXS SUB L11 P15 PLATS, W C R 9/76 31 X 169.95 Parcel ID: 09002346. Commonly known as 2255 Garfield, Detroit, MI
N GARFIELD Lot 5 JAMES E LACROIXS SUB L11 P15 PLATS, W C R 9/76 31 X 169.95 Parcel ID: 09002347. Commonly known as 2261 Garfield, Detroit, MI
N GARFIELD Lot 6 JAMES E LACROIXS SUB L11 P15 PLATS, W C R 9/76 32 X 169.95 Parcel ID: 09002348. Commonly known as 2265 Garfield, Detroit, MI
N GARFIELD Lot 7 JAMES E LACROIXS SUB L11 P15 PLATS, W C R 9/76 32 X 169.95 Parcel ID: 09002349. Commonly known as 2275 Garfield, Detroit, MI
N GARFIELD Lot 8 JAMES E LACROIXS SUB L11 P15 PLATS, W C R 9/76 32 X 169.95 Parcel ID: 09002350. Commonly known as 2281 Garfield, Detroit, MI

Exhibit 1 to Quit Claim Deed from Marigold LLC to Detroit Land Bank Authority

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT D**

Release Of Interest

(see attached)



**EXHIBIT 1**

N GARFIELD Lot 4 JAMES E LACROIXS SUB L11 P15 PLATS, W C R 9/76 31 X 169.95 Parcel ID: 09002346. Commonly known as 2255 Garfield, Detroit, MI
N GARFIELD Lot 5 JAMES E LACROIXS SUB L11 P15 PLATS, W C R 9/76 31 X 169.95 Parcel ID: 09002347. Commonly known as 2261 Garfield, Detroit, MI
N GARFIELD Lot 6 JAMES E LACROIXS SUB L11 P15 PLATS, W C R 9/76 32 X 169.95 Parcel ID: 09002348. Commonly known as 2265 Garfield, Detroit, MI
N GARFIELD Lot 7 JAMES E LACROIXS SUB L11 P15 PLATS, W C R 9/76 32 X 169.95 Parcel ID: 09002349. Commonly known as 2275 Garfield, Detroit, MI
N GARFIELD Lot 8 JAMES E LACROIXS SUB L11 P15 PLATS, W C R 9/76 32 X 169.95 Parcel ID: 09002350. Commonly known as 2281 Garfield, Detroit, MI

Exhibit 1 to Release of Interest from Detroit Land Bank Authority to Marigold LLC

PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT E

SITE PLANS



**09-13-2023**

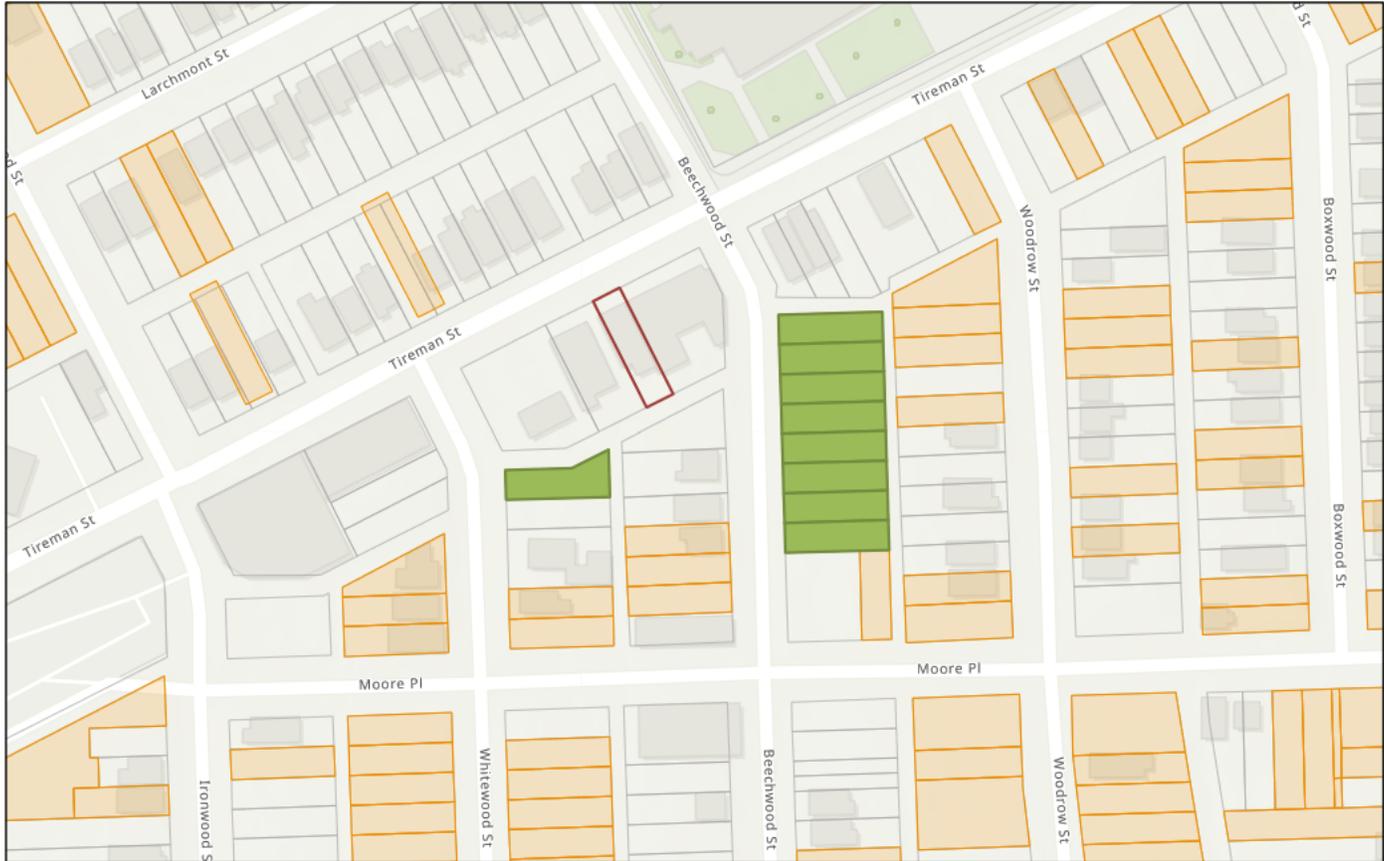
RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO  
ENTER INTO OPTION TO PURCHASE & DEVELOP AND  
AGREEMENT TO MAINTAIN PROPERTY WITH DETROIT  
SOUND CONSERVANCY

Detroit Land Bank Authority – Projects Deal Summary Sheet

<b>Project Name:</b> Blue Bird Inn Parking Lot		<b>Agreement Type:</b> Option	<b>CP/ED:</b> CP
<b>Principals:</b> Detroit Sound Conservancy / Jonah Raduns-Silverstein		<b>Resolution:</b> N/A	
<b>Properties included in sale:</b> 6532 Whitewood, 6562 Beechwood, 6520 Beechwood, 6556 Beechwood, 6544 Beechwood, 6538 Beechwood, 6532 Beechwood, 6526 Beechwood, 6550 Beechwood			
<b>Adjacent Ownership:</b> 5021 TIREMAN			
<b>Price Per square foot:</b> \$0.35		<b>Total Sq Ft of DLBA property included in sale:</b> 25538	
<b>Sale Price:</b> \$8,938.18	<b>Discount:</b> 20% CP	<b>Final Price:</b> \$7,150.54	
<b>5/50 Amount:</b>	<b>MSHDA Liens:</b> None	<b>LRA:</b> None	
<b>Zoning:</b> R2	<b>Region:</b> Central	<b>City Council District:</b> 6	
<b>Neighborhood:</b> Midwest		<b>DLBA Project Manager:</b> Elena Luedy	
<b>Unresolved Inquiries?:</b> n/a	<b># of Sales/Purchase Inquiries:</b> 0	<b>Marketing # of Offers:</b> N/A	

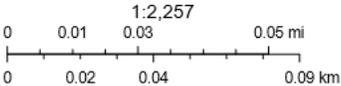
Project Map

Deal Sheet Map



9/12/2023, 2:54:05 PM

- Parcels
- Interested Parcels
- Privately owned Parcel
- DLBA Presentation Layer



Esri Community Maps Contributors, Province of Ontario, SEMCOG, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, Published using ArcGIS Webapp by G. Saldutti Detroit Land Bank Authority



**RESOLUTION NO. 09-13-2023**

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO OPTION TO PURCHASE & DEVELOP AND AGREEMENT TO MAINTAIN PROPERTY WITH DETROIT SOUND CONSERVANCY**

WHEREAS, the Detroit Land Bank Authority (the "DLBA") was created in order to assemble or dispose of vacant, tax foreclosed, and public property in a coordinated manner to foster the development of that property and to promote homeownership, neighborhood revitalization, and economic growth in the City of Detroit (collectively, "Revitalization"); and

WHEREAS, the City of Detroit develops and implements its programs and policies regarding Revitalization through certain City departments and agencies including, but not limited to, the Office of Jobs and Economic Development, the Planning and Development Department and the Housing and Revitalization Department (collectively, the "City Revitalization Offices"); and

WHEREAS, the DLBA desires to support the Revitalization programs and policies of the City Revitalization Offices, and to that end is willing to assist and cooperate with them to make property available for Revitalization projects and opportunities; and

WHEREAS, Detroit Sound Conservancy ("Purchaser") applied to purchase the property identified in Exhibits A to Exhibit 1 and Exhibit 2 attached hereto (the "Property") to install parking lots and greenspace (the "Project"); and

WHEREAS, the two Options to Purchase & Develop and Agreement to Maintain Property negotiated between the DLBA and Purchaser attached hereto as Exhibit 1 and Exhibit 2, (the "Agreements") condition sale of the Property on timely completion of the Project in a manner consistent with the applicable regulations; and

WHEREAS, the DLBA staff believe the Agreements are necessary and appropriate, and recommend that the Board of Directors authorize the Chief Executive Officer to enter into the Agreements and sell the Property to Purchaser.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE DETROIT LAND BANK AUTHORITY, that the Chief Executive Officer is authorized to (1) negotiate, sign, and enter into an Agreements substantially in the form attached hereto as Exhibit 1 and Exhibit 2, on behalf of the Detroit Land Bank Authority with such changes as the Chief Executive Officer may deem necessary or appropriate in her sole discretion, so long as they do not substantially increase the liabilities imposed upon the Detroit Land Bank Authority, and (2) sell the Property to Purchaser.

The foregoing resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote was as follows

Erica Ward Gerson

Richard Hosey

Miranda Morrow-Bartell

Patricia Pernell-Shelton

Carol Walters

The undersigned thereupon declared the resolution duly passed and adopted this 26<sup>th</sup> day of September 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



6/16/2023

Detroit Sound Conservancy  
440 Burroughs; Suite 195  
Detroit, MI 48202

**RE: SALE OF PROPERTY**

Dear Detroit Sound Conservancy:

This letter constitutes an offer to deal by the Detroit Land Bank Authority (the "**DLBA**") to grant an option to sell real property in the City of Detroit identified in Exhibit A of the attached Option to Purchase and Develop and Agreement to Maintain Property (the "**Agreement**") for \$7,720.30, less a 20% discount, to Detroit Sound Conservancy ("**Optionee**") pursuant to the terms and conditions of the attached Agreement and subject to approval by the DLBA Board of Directors.

The DLBA will be emailing a link to Optionee to electronically sign the Agreement. The email will come from "Detroit Land Bank Authority via Conga Sign" or similar. Unless alternate arrangements are timely approved in writing, the DLBA will only accept signatures via this method. If you have not received the link to sign within 3 days of this Offer to Deal, please notify [projects@detroitlandbank.org](mailto:projects@detroitlandbank.org).

If Optionee accepts the offer to deal, Optionee shall, prior to July 06, 2023, electronically sign the Agreement and deliver a money order, cashier's check, or certified check payable to "Detroit Land Bank Authority" in the amount of \$ 617.62, to serve as the "Option Fee" as contemplated by Section 2 of the Agreement. If the Optionee exercises the option and enters into the Purchase & Development Agreement in Exhibit II (the "**Purchase Agreement**"), this Option Fee will be net against the Purchase Price according to the terms of Section 2 of the Agreement. If the Agreement is not approved by the DLBA Board of Directors within 90 days of DLBA's receipt of the signed Agreement and Option Fee, this offer will expire and the Option Fee shall be returned to the Optionee in full.

This letter is considered as an offer to deal only and may be subject to approval by the Detroit Land Bank Authority Board of Directors.

*If Purchaser will be delivering any payments or other documents to DLBA's office, please follow all instructions on the DLBA's website – [buildingdetroit.org](http://buildingdetroit.org) – regarding current office and lobby capacity and scheduling.*

**This offer to deal expires on July 06, 2023 if by such date the signed Agreement and Option Fee have not been delivered to DLBA.**

**DETROIT LAND BANK AUTHORITY**

## **OPTION TO PURCHASE & DEVELOP AND AGREEMENT TO MAINTAIN PROPERTY**

This Option to Purchase and Develop and Agreement to Maintain Property (this "**Agreement**") is entered by and between the Detroit Land Bank Authority, a Michigan public body corporate, whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan 48226 ("**DLBA**"), and Detroit Sound Conservancy, a Michigan nonprofit corporation whose address is 440 Burroughs; Suite 195, Detroit, Michigan 48202 ("**Optionee**"), as of the Effective Date. The "**Effective Date**" of this Agreement will be the date of the last signature date set forth below. DLBA and Optionee are referred to from time to time in this Agreement individually as a "**Party**" and, together, as the "**Parties**."

### **RECITALS**

A. WHEREAS, DLBA has evaluated Optionee's application to purchase certain property located in the City of Detroit, County of Wayne, and State of Michigan, the legal descriptions of which are set forth on Exhibit I attached hereto (individually and collectively, the "**Property**"), in accordance with the terms and conditions of this Agreement; and

B. WHEREAS, Optionee's application or proposed use of all or some portion of the Property (the "**Proposed Use**") requires additional submissions or further information, more fully described as "**Compliance**" in Section 4 below; and

C. WHEREAS, the Parties intend to proceed to transact a sale of the Property upon achievement of Compliance.

### **AGREEMENT**

Now, therefore, in consideration of the foregoing premises, the mutual obligations of the Parties, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows.

1. **Grant of Option.** DLBA hereby grants Optionee the exclusive and irrevocable option to purchase the Property upon achievement of Compliance, provided that such Compliance occurs before expiration of the Option Term (as defined below), and according to the terms and conditions hereinafter set forth (the "**Option**").

2. **Option Fee.**

(a) **Fee.** DLBA acknowledges that Optionee has paid an option fee of \$ 617.62 (the "**Option Fee**").

(b) **Applicability if Option Exercised.** In the event that Optionee exercises the Option within the Option Term or any extension thereof and is not in default as to any other terms of this Agreement, said Option Fee shall first be applied to the Deposit of the Purchase Agreement, as defined below, and any remaining Option Fee balance shall apply toward the purchase price of the Property at closing on the sale of the Property. The Option Fee shall proportionally apply

toward the purchase price of such Property on a per-square-foot basis at closing on the sale of such Property if any Option Exercise does not include all Property in this Agreement.

(c) **Failure to Exercise.** In the event the Optionee does not timely exercise the Option, DLBA shall be entitled to retain the Option Fee, and this Agreement shall become null and void and neither Optionee nor DLBA shall have any other liability, obligation or duty herein under or pursuant to this Agreement.

(d) **Due Diligence Termination.** If, during the first 60 days after the Effective Date, Optionee discovers any condition of the Property which in Optionee's sole discretion renders the Property unsuitable for the proposed development Optionee may deliver notice to DLBA terminating this Agreement. If DLBA receives such notice, the Option Fee shall be returned to Optionee in full, and this Agreement shall become null and void and neither Optionee nor DLBA shall have any other liability, obligation or duty herein under or pursuant to this Agreement.

3. **Option Term.** Unless terminated earlier according to the terms of Section 9, the Option shall be exercisable by Optionee for 270 days from the Effective Date, provided that DLBA may grant extensions as provided in Section 5 ("**Option Term**").

4. **Compliance.** Over the course of the Option Term and until successful, Optionee shall diligently make commercially reasonable efforts to achieve all requirements described in this Section (such achievement, "**Compliance**").

(a) **Design Review.** Optionee must develop, submit, and receive approval for a complete design package (the "**Design Package**") including, but not limited to: aerial site location map, site plan, floor plans – with notes and dimensions, exterior elevations –respecting the Proposed Use to the City of Detroit Planning and Development Department (the "**Planning Department**"). If Optionee intends to submit a Design Package which materially differs from the Proposed Use plans previously submitted to DLBA, Optionee must first obtain DLBA's written consent. If the approval is marked "Approved With Changes Noted," Optionee must incorporate all noted changes prior to applying for any affected permits from the Buildings, Safety Engineering, and Environmental Department.

(b) **Zoning.** If Optionee's Proposed Use is inconsistent with the current zoning ordinances and regulations governing use of the Property, Optionee will make all necessary applications to obtain a variance or, if necessary, rezoning of the Property so that the Proposed Use is in compliance with zoning ordinances and regulations governing use of the Property. Optionee shall provide to DLBA documentation that the Proposed Use does not require any zoning approvals or that all such approvals have been received.

(c) **Title.** Within 60 days after receiving notice that DLBA has countersigned the Agreement, Optionee will remit payment of \$200.00 for each of the parcels identified on Exhibit A ("**Title Commitment Fees**") so that DLBA may order a Title Commitment (as defined below) for each Property. DLBA will promptly obtain and deliver to Optionee a commitment for an owner's policy of title insurance from a title company ("**Title Commitment**") for each Property,

together with a copy of all recorded documents affecting the Property, which constitute (or at any Closing will constitute) any covenant, license, right-of-way, easement, limitation, condition, reservation, restriction, right or option, mortgage, pledge, lien, construction lien, mechanic's lien, charge, conditional sale or other title retention agreement or arrangement, encumbrance, lease, sublease, security interest, or trust interest ("**Encumbrances**") against the Property or exception to DLBA's title.

(i) **Title Commitment Period.** Within 10 business days of receipt of each Title Commitment, Optionee will notify DLBA in writing (the "**QT Notice**") that, with respect to each Property:

A. there are Encumbrances or exceptions which, in the opinion of Optionee, may interfere with the intended use, enjoyment, value, or marketability of the Property. Optionee will identify all such Encumbrances and exceptions and remit payment of \$1,000.00 (each, "**Title Service Fees**") for each such Property. Properties identified under this Section will specifically be referred to as **QT Parcels**.

B. Optionee accepts the Title Commitment and does not wish to pursue any title services for the Property.

C. If Optionee does not deliver a written notice pursuant to Subsection A or Subsection B or Optionee fails to deliver the Title Service Fees within 10 business days of receipt of a Title Commitment, Optionee will be deemed to have delivered a QT Notice accepting the Title Commitment waived any right to toll the Closing on the 10<sup>th</sup> business day after receipt of the Title Commitment.

(ii) **Litigation of Quiet Title Action.** Upon receipt of the final QT Notice and Title Services Fees, if any, DLBA will promptly file, litigate, and control a "**Quiet Title Action**" concerning the QT Parcels, provided that any attempt by DLBA to remove any Encumbrances in the course of such Quiet Title Action will not impose an obligation upon DLBA to remove any Encumbrances. Optionee agrees to cooperate with DLBA in the litigation of the Quiet Title Action and use reasonable efforts to make available to DLBA pertinent records, material, and other information in Optionee's possession or under Optionee's control relating to each QT Parcel. DLBA will, upon request, provide Optionee with copies of (i) all documents filed in the Quiet Title Action; and (ii) all other records pertinent to the Quiet Title Action in DLBA's possession. DLBA will also provide Optionee with an update on the status of the Quiet Title Action upon request. Documents required to be delivered by Optionee pursuant to this Section shall be delivered in a manner consistent with the notice provisions set forth below.

(iii) **Dismissal of Quiet Title Action.** If at any time prior to the completion of the Quiet Title Action, Optionee no longer wishes to pursue the Quiet Title Action for any of the QT Parcels, Optionee will give written notice to DLBA of Optionee's intent to no longer pursue the Quiet Title Action with respect to such QT Parcels (the "**Dismissal Notice**"). DLBA will take action to dismiss the Quiet Title Action with respect to such QT Parcels within

14 days after the Dismissal Notice is received. If Optionee requests a dismissal of Quiet Title Action it will forfeit any payment previously remitted for each QT Parcel against which a Quiet Title Action was commenced. After a dismissal of Quiet Title Action has been filed with the Court, DLBA will have no further obligations regarding the Quiet Title Action with respect to the parcels subject to a Dismissal Notice.

(iv) **Conclusion of Title Services.** Title services will be considered concluded ("***Title Services Conclusion***") upon the occurrence of at least one of the following events for each Property:

A. Optionee accepts the title status under Section 4(b)(i)(B) or Section 4(b)(i)(C);

B. for QT Parcels, the Quiet Title Action is successfully litigated, and a judgment of Quiet Title is obtained by DLBA; or

C. for QT Parcels, DLBA is unable to obtain a judgment of Quiet Title due to a lienholder successfully establishing a valid interest that cannot be extinguished;

D. Optionee delivers a Dismissal Notice to DLBA.

(d) **City Council.** If the Option Exercise would result in Optionee closing on more than nine parcels in a 365-day period, Optionee must obtain approval for the transaction from the Detroit City Council prior to Option Exercise.

(e) **Cost Estimates and Proof of Funds.**

(i) **Cost Estimates.** Optionee will provide to DLBA a commercially reasonable estimate of costs and expenditures required to construct the Proposed Use.

(ii) **Proof of Funding.** Optionee will provide commercially reasonable proof of funds to complete the Proposed Use. Proof of funds may include, but is not limited to, original bank statements, open equity lines of credit, and executed loan documents.

5. **Extensions.**

(a) **First Extension.** If Optionee cannot timely achieve Compliance, but has made measurable progress and exercised diligence in pursuit of same, Optionee may apply to DLBA, in writing and no less than 30 days prior to the expiration of the Option Term, for an extension. Optionee will explain the reasons that the extension is required and provide an estimate of the revised date by which Optionee expects to achieve Compliance. DLBA will grant such request, extending the Option Term by 90 days (the "***First Extension***"). There will be no fee for the First Extension.

(b) **Additional Extensions.** If, during the Option Term, Optionee cannot timely achieve Compliance, but has made measurable progress and exercised diligence in pursuit of same, Optionee may apply to DLBA, in writing and no less than 30 days prior to the expiration of the

Option Term, as extended, for additional extensions. Optionee will explain the reasons that the extension is required and provide an estimate of the revised date by which Optionee expects to achieve Compliance. In DLBA's sole discretion, DLBA may grant 90-day extensions of the Option Term (each, an "***Additional Extension***"). Each Additional Extension will require payment of \$250.00, the sum of which will not be applicable to the purchase price under any subsequent Purchase Agreement. Each Additional Extension will not be effective until any required payment has been received by DLBA.

**6. Exercise of the Option.**

(a) **Exercise.** Optionee may exercise the Option by delivering written notice of exercise to DLBA following achievement of Compliance ("***Option Exercise***"). Such notice to DLBA shall include documentation sufficient to verify Compliance.

(b) **Partial Exercise.** There is no limit on the number of exercises that may occur during the Option Term or the amount of Property Optionee must acquire at any given purchase. A closing of a sale pursuant to an exercise may occur after the expiration of the Option Term so long as Optionee provided notice of exercise of the Option for the applicable Property prior to the end of the Option Term.

7. **Sale of the Property.** Upon exercise of the Option, sale of the Property shall proceed according to terms set forth in a Purchase & Development Agreement (the "***Purchase Agreement***") substantially in the form attached hereto as Exhibit II. Within 15 days after Option Exercise, Optionee shall deliver to DLBA a signed Purchase Agreement sufficient for execution. If Optionee fails to timely sign and deliver the Purchase Agreement for any reason, DLBA shall be entitled to retain the Option Fee, and this Agreement shall become null and void and neither Optionee nor DLBA shall have any other liability, obligation, or duty pursuant to this Agreement.

8. **Maintenance of Property.** The Option is contingent on Optionee maintaining and, where applicable, securing the Property according to the following terms and conditions.

(a) Optionee shall, within 30 days from the Effective Date, secure and maintain the Property by: (i) clearing the Property of trash and debris and continuing to remove such trash and debris as needed; (ii) ensuring that the grass is neatly edged and does not exceed 8 inches; (iii) trimming all trees, shrubs, and other plant life as needed; and (iv) maintaining all sidewalks and other paved portions of the Property clear of snow and ice in a manner that makes it safe for pedestrians and within the timeframe currently required under City regulations.

(b) Optionee shall provide an update to DLBA evidencing such maintenance within 30 days from the Effective Date, and subsequently provide updates not less than every 90

days thereafter until the earlier of (i) the date of Option Exercise; or (ii) expiration of the Option Term. The updates shall be provided via first class mail or email to:

Detroit Land Bank Authority  
Attn: Elena Luedy  
500 Griswold, Suite 1200  
Detroit, MI 48226  
projects@detroitlandbank.org

9. **Termination.** The Option shall be of no further force and effect upon any of the following events:

(a) Expiration of the Option Term prior to Option Exercise, subject to any extensions granted under Section 5;

(b) Optionee violates any of the terms and conditions of this Agreement and fails to cure such violation within 30 days after written demand by DLBA to correct said violation;

(c) Optionee notifies DLBA in writing that Optionee relinquishes its rights and obligations under this Agreement; or

(d) DLBA and Optionee close on the sale of any portion of the Property, provided that DLBA and Optionee may amend this Agreement in writing so that the Option continues to apply to any unpurchased remainder of the Property for which Optionee is still actively pursuing Compliance.

Upon termination, this Agreement shall become null and void and neither Optionee nor DLBA shall have any other liability, obligation, or duty pursuant to this Agreement, provided, however, that Optionee may relinquish the Option as to only a portion of the Property and retain the Option and all rights and obligations of this Agreement as to the remainder of the Property.

10. **Right of Entry.**

(a) **Purpose.** DLBA grants Optionee a temporary license allowing access to the Property to Optionee and its employees, agents, contractors, or partners during the Option Term to permit ingress, egress, and maintenance of the Property as well as to inspect the Property and to make engineering and environmental tests and studies to determine the feasibility of the Proposed Use, including but not limited to soil boring and bearing tests and detailed surveying activities and such environmental due diligence as Optionee deems reasonably appropriate, provided such work does not interfere with demolition or site improvement activities of DLBA or the business use of any tenant in possession. All such testing shall be done at the risk and expense of Optionee. Optionee shall not use the Property for any other purpose or use except to secure, maintain, or study the Property as set forth above.

(b) **Compensation.** Optionee waives any claim to compensation or reimbursement of any kind for any improvements made to the Property or for any activity performed in connection with this Agreement.

(c) **Test Results.** Purchaser will provide DLBA copies of the results of any environmental testing performed by Purchaser prior to the expiration of the Option Term or Option Exercise.

(d) **Liability & Indemnity.** To the extent permitted by law, DLBA assumes no liability or responsibility whatsoever with respect to Optionee's work on and maintenance or study of the Property. Optionee agrees to indemnify and hold harmless DLBA, its departments, agencies, boards, commissions, officers, agents and employees from all claims, demands, actions, or liability for any property damage or personal injuries sustained by any person arising from or related to Optionee's access of the Property, or from any act or omission of Optionee in exercising its rights under this temporary license. Optionee will promptly pay and/or reimburse DLBA for any and all costs or expenses incurred in defending against an action arising out of Optionee's work on and maintenance of the Property or any activities of Optionee in connection with Section 8 of this Agreement. Optionee shall provide notice to and incorporate this indemnification provision in agreements with all employees, successors, assigns, agents and contractors working on the Property subject to this temporary license.

(e) **Insurance.** Optionee must obtain general liability insurance that provides full coverage for DLBA, its successors and assignees for all claims, demands, actions, suits, judgments and settlements for bodily injury or property damage arising out of Optionee's work on and maintenance of the Property. Optionee will maintain minimum policy limits in the amount of \$500,000.00 per occurrence for property damage, and \$1,000,000.00 per occurrence for bodily injury, with a \$2,000,000.00 aggregate. Within 30 days of the Effective Date, Optionee will provide DLBA a certificate of insurance listing DLBA as an additional insured. The insurance policy must provide that it may not be modified, cancelled, or allowed to expire without 30 days prior written notice to DLBA. At any time during the term of this temporary license, DLBA may request proof of insurance coverage from Optionee. Optionee will reimburse DLBA for any and all costs, expenses, and insurance premiums paid and/or incurred by DLBA due to Optionee's failure to maintain adequate insurance coverage.

**11. Integration; Modification.**

(a) This Agreement contains both DLBA's and Optionee's entire intentions and understandings in regard to the Property. This Agreement supersedes any prior agreements, whether written or oral.

(b) DLBA and Optionee may modify this Agreement only in a writing signed by both Parties. Any such modifications will become part of this Agreement by incorporation.

**12. Notice; Updates.** Except as otherwise expressly provided herein, all notices and communications hereunder must be in writing and will be deemed to have been given when either hand-delivered, sent by first class mail, sent by national overnight courier, or emailed.

Notice to Optionee should be sent to the address above set forth, [projects@detroitssound.org](mailto:projects@detroitssound.org), or another such other address or email as Optionee designates in writing to DLBA.

Notice to DLBA will be provided to the following or another such other address or email as DLBA designates in writing to Optionee:

Detroit Land Bank Authority  
Attn: Elena Luedy  
500 Griswold Street, Suite 1200  
Detroit, Michigan 48226  
projects@detroitlandbank.org

13. **Assignments.**

(a) Optionee may not assign, transfer, convey, or pledge its rights or obligations under this Agreement or with respect to the Property without the prior written consent of DLBA, which consent DLBA may withhold in its sole discretion.

(b) If Optionee is not a natural person or persons, Optionee may not transfer 10% or more in the ownership or distribution of the ownership interests of the Optionee or with respect to the identity of the parties in control of the Purchaser.

14. **Miscellaneous.**

(a) **Severability.** If any one or more of this Agreement's provisions is/are held invalid or unenforceable in any respect, all other provisions will remain valid and enforceable as stated in this Agreement.

(b) **Captions.** The headings of the Sections and other subdivisions in this Agreement are for convenience only and shall not be used to construe or interpret the scope or intent of this Agreement or in any way affect the same.

(c) **Governing Law; Jurisdiction; Venue.** This Agreement is governed by applicable Michigan law. Optionee agrees, consents, and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action brought against it arising out of this Agreement. Optionee agrees that service of process at the address and in the manner specified above will be sufficient to put Optionee on notice. Optionee also agrees that it will not commence any action against DLBA because of any matter whatsoever arising out of or relating to the validity, construction interpretation, and enforcement of this Agreement, in any courts other than those in the Wayne County, Michigan.

(d) **Binding Effect.** This Agreement will be binding on the heirs, devisees, legal representatives, claimants, successors, and assignees of the Parties.

(e) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original document but together shall constitute one instrument.

(f) **Waiver.** No waiver by either Party of any of its rights or remedies hereunder or otherwise will be considered a waiver of any other subsequent right or remedy. Except as expressly provided herein, no waiver by either Party of any of its rights or remedies hereunder or

otherwise will be effective unless such waiver is evidenced in a written instrument executed by the waiving Party.

(g) **Dates.** If any date herein set forth for the performance of any obligations of DLBA or Optionee, or for the delivery of any instrument or notice as herein provided, should be on a Saturday, Sunday, or legal holiday, the compliance with such obligations (or such delivery, as the case may be) will be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

**[Signatures begin on the next page]**

The Detroit Land Bank Authority and Detroit Sound Conservancy have caused this Option to Purchase and Develop and Agreement to Maintain Property to be executed as of the Effective Date.

**DETROIT LAND BANK AUTHORITY**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jeanne Hanna  
Director, Real Estate, Sales and Marketing

**DETROIT SOUND CONSERVANCY**

Dated: 7/5/2023

By:  Alyson J Turner

Name: Alyson J Turner

Title: Vice President Detroit Sound Conservancy

Signature page 1 of 1 of the Option to Purchase and Develop and Agreement to Maintain Property between DLBA and Detroit Sound Conservancy for 6520, 6526, 6532, 6538, 6544, 6550, 6556, and 6562 Beechwood

## OPTION EXHIBIT I

### The Property

E BEECHWOOD LOT 48 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011514. Commonly known as 6520 Beechwood, Detroit, MI
E BEECHWOOD LOT 47 BEECH HURST WM L HOLMES SUB L17 P40 PLATS W C R 16/169 30 X 105 Parcel ID: 16011515. Commonly known as 6526 Beechwood, Detroit, MI
E BEECHWOOD Lot 46 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011516. Commonly known as 6532 Beechwood, Detroit, MI
E BEECHWOOD Lot 45 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011517. Commonly known as 6538 Beechwood, Detroit, MI
E BEECHWOOD Lot 44 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011518. Commonly known as 6544 Beechwood, Detroit, MI
E BEECHWOOD LOT 43 BEECH HURST WM L HOLMES SUB L17 P40 PLATS W C R 16/169 30 X 105 Parcel ID: 16011519. Commonly known as 6550 Beechwood, Detroit, MI
E BEECHWOOD Lot 42 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011520. Commonly known as 6556 Beechwood, Detroit, MI
E BEECHWOOD LOT 41 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011521-6 Commonly known as 6562 Beechwood , Detroit, MI

**[Remainder of page intentionally left blank]**

**OPTION EXHIBIT II**

**PURCHASE AGREEMENT**

(See attached)

## PURCHASE & DEVELOPMENT AGREEMENT

This Purchase & Development Agreement (this "**Agreement**") is entered by and between the Detroit Land Bank Authority, a Michigan public body corporate, whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan 48226 ("**DLBA**"), and Detroit Sound Conservancy, a Michigan nonprofit corporation whose address is 440 Burroughs; Suite 195, Detroit, Michigan 48202 ("**Purchaser**"), as of the Effective Date. The "**Effective Date**" of this Agreement will be the date of the last signature set forth below. DLBA and Purchaser are referred to from time to time in this Agreement individually as a "**Party**" and, together, as the "**Parties**."

1. **Property Description; Sale.** DLBA will sell and Purchaser will purchase real property located in the City of Detroit, County of Wayne, and State of Michigan, the legal descriptions of which are attached to this Agreement as Exhibit A (individually and collectively, the "**Property**"), in accordance with the terms and conditions of this Agreement.

2. **Purchase Price; Deposit; Taxes.**

(a) **Purchase Price.** The purchase price for the Property is \$7,720.30 (the "**Purchase Price**"). Purchaser will pay the Purchase Price in full at the time of closing on the sale of the Property (the "Closing"), less the amount of the Deposit (as defined in Subsection (b)) and the Discount (as defined below).

(b) **Earnest Money Deposit.** DLBA acknowledges that Purchaser has made an earnest money deposit in the amount \$ 617.62 (the "**Deposit**"), and that this Deposit will be either (i) applied to the Purchase Price at Closing; or (ii) retained by DLBA as expressly set forth in this Agreement.

(c) **Discount.** Purchaser is eligible for a discount (the "**Discount**") reducing the Purchase Price by 20%. The Discount, totaling \$1,544.06, will be applied at Closing.

(d) **Taxes and Other Charges.** Purchaser will be responsible for paying any outstanding taxes, solid waste fees, water and sewer charges, or other recorded lien charges assessed against the Property prior to the Closing.

3. **Right of Entry.** DLBA grants Purchaser a temporary license allowing access to the Property to Purchaser and its employees, agents, contractors, or partners beginning on the Effective Date and ending on the earlier of the date of Closing or termination of this Agreement to permit ingress, egress, and maintenance of the Property as well as to inspect the Property and to make engineering and environmental tests and studies as may be required or necessary for Purchaser to determine the feasibility of any proposed use, including but not limited to soil boring and bearing tests and detailed surveying activities and such environmental due diligence as Purchaser deems reasonably appropriate, provided such work does not unreasonably interfere with demolition or site improvement activities of DLBA or the business use of any tenant in possession. DLBA agrees to deliver prior notice to Purchaser of any such planned demolition or site improvement activities and notify Purchaser of any tenants in possession of the Property or any part thereof. All such

testing will be done at the risk and expense of Purchaser. Purchaser will not use the Property for any other purpose or use except to secure, maintain, or study the Property as set forth above. To the extent permitted by law, DLBA assumes no liability or responsibility whatsoever with respect to Purchaser's work on and maintenance or study of the Property. Purchaser agrees to indemnify and hold harmless DLBA, its departments, agencies, boards, commissions, officers, agents and employees from all claims, demands, actions, or liability for any property damage or personal injuries sustained by any person arising from or related to Purchaser's access of the Property, or from any act or omission of Purchaser in exercising its rights under this temporary license. Purchaser will promptly pay and reimburse DLBA for any and all costs or expenses incurred in defending against an action arising out of Purchaser's work on and maintenance of the Property or any activities of Purchaser in connection with this temporary license unless caused by DLBA's (or any of its departments', agencies', boards', commissions', officers', agents' and employees') gross negligence or willful misconduct. Purchaser will provide notice to and incorporate this indemnification provision in agreements with all employees, successors, assigns, agents and contractors working on the Property subject to this temporary license. Purchaser must obtain general liability insurance that provides full coverage for DLBA, its successors and assignees for all claims, demands, actions, suits, judgments, and settlements for bodily injury or property damage arising out of Purchaser's work on and maintenance of the Property with minimum policy limits in the amount of \$500,000.00 per occurrence for property damage, and \$1,000,000.00 per occurrence for bodily injury, with a \$2,000,000.00 aggregate. Within 10 days after the Effective Date, Purchaser will provide DLBA a certificate of insurance listing DLBA as an additional insured. The insurance policy must provide that it may not be modified, cancelled, or allowed to expire without 30 days prior written notice to DLBA (provided, however, if Purchaser's insurance provider or policy does not provide for such notice, then in lieu of such notice from the insurer, Purchaser covenants to provide such notice to DLBA). At any time during the term of this temporary license, DLBA may request proof of insurance coverage required under this Section from Purchaser. Purchaser will reimburse DLBA for any and all costs, expenses, and insurance premiums paid or incurred by DLBA due to Purchaser's failure to maintain insurance coverage required under this Section.

4. **Maintenance of Property.** Beginning on the Effective Date and until Closing, Purchaser will secure and maintain the Property by: (i) clearing the Property of trash and debris and continuing to remove such trash and debris as needed; (ii) ensuring that the grass is neatly edged and does not exceed 8 inches in height; (iii) trimming all trees, shrubs, and other plant life as needed; and (iv) maintaining all sidewalks and other paved portions of the Property clear of snow and ice in a manner that makes it safe for pedestrians and within the timeframe currently required under City regulations.

5. **Title.** DLBA will deliver an updated commitment for an owner's policy of title insurance from a title company as soon as practicable after the Effective Date. In the event one or more exceptions which were not identified prior to the Effective Date are identified and such exceptions could reasonably inhibit Purchaser's ability to complete implementation of the

Purchaser's intended use (each, a "**Later Identified Exception**"), Purchaser will deliver notice identifying the Later Identified Exception(s) and the DLBA will promptly file and litigate a quiet title action in the Circuit Court of Wayne County, Michigan to materially remove any such identified Later Identified Exception. DLBA will be responsible for all costs and fees associated with a quiet title action to remove a Later Identified Exception. Any deadline for Closing in the Purchase Agreement will be tolled until 30 days after the completion of the final such quiet title action. In the event (a) that DLBA is unable to file a quiet title action within 30 days of notification that an Later Identified Exception has been identified or (b) the quiet title action is unsuccessful in removing the Later Identified Exception, Purchaser may (C) deliver a notice of its election to terminate to DLBA, whereupon the Deposit will be returned to Purchaser in full, and this Agreement will thereupon terminate or (d) request a reasonable reduction in the Purchase Price commensurate with the loss of value associated with the Later Identified Exception.

6. **Financing.** DLBA may, at its sole discretion, subordinate or assign its interests in the Property to assist Purchaser in obtaining any financing necessary for Purchaser to purchase the Property. Any such subordination or assignment agreement must be acceptable to DLBA, and DLBA has the complete discretion to make changes to its terms or to reject it for any reason.

7. **Closing.**

(a) **Time and Place of Closing.** DLBA and Purchaser will close the transaction under this Agreement within 30 days after the Effective Date, on a date mutually agreed to by the Parties. The Closing will take place after satisfaction of the conditions to Closing as specified in this Section.

(b) **Quit Claim Deed.** DLBA will convey its interest in the Property to Purchaser through a Quit Claim Deed (the "**Deed**"), substantially in the form attached to this Agreement as Exhibit B. Purchaser waives all warranties pertaining to the Property's condition and takes the Property "AS IS, WHERE IS, WITH ALL FAULTS," as described in Section 10.

(c) **Requirements.** DLBA's obligation to effect a Closing hereunder will be subject to the fulfillment by Purchaser of each of the following conditions precedent:

(i) **Resolution of Purchaser's Authority.** Purchaser will furnish to DLBA a certified copy of a resolution satisfactory to DLBA in form and substance, duly adopted by the Board of Directors or governing body of Purchaser, or an authorized vote of the partners, members or joint venturers, authorizing the execution, delivery, and performance of this Agreement and all other documents and actions contemplated hereunder. Purchaser will also furnish to DLBA an incumbency certificate, executed by the corporate secretary of Purchaser, identifying the officers of Purchaser.

(ii) **Purchaser's Reconveyance Deed.** Purchaser will execute a Reconveyance Deed that reconveys the Property to DLBA (the "**Reconveyance Deed**"), in substantially the form attached to this Agreement as Exhibit C and will deliver such Reconveyance Deed to DLBA at Closing.

(iii) **No Delinquent Taxes.** Purchaser and Purchaser's affiliates will not own or control any properties in the City of Detroit which have a delinquent property tax balance. In the event Purchaser is in good faith contesting any amount due, Purchaser may, in lieu of paying said amount, deposit said amount in an escrow account which will be disbursed upon the resolution of the dispute.

(iv) **Proof Of Funds.** Purchaser will deliver a commercially reasonable estimate of costs and expenditures required to complete the Project(s), as defined in Appendix 1, together with documentation of commercially reasonable financial resources sufficient to complete the Project.

(v) **Documents and Legal Matters.** All documents reasonably requested by DLBA will have been submitted to DLBA and will be satisfactory in form and content as determined by DLBA.

(vi) **Payment of Purchase Price and Closing Costs.** Purchaser will have tendered payment of the Purchase Price and the Closing costs payable by Purchaser.

(vii) **No Default.** There will exist no uncured Event of Default (as defined below) by Purchaser under this Agreement.

(d) **Payment of Expenses.** Purchaser will also pay the following expenses at Closing:

(i) any outstanding taxes, solid waste fees, water and sewer charges, or other recorded lien charges assessed against the Property prior to the Closing.

(ii) costs related to filing of the Real Property Transfer Affidavit, if any;

(iii) the title company's closing and escrow fees; if any; and

(iv) any title insurance premiums or other costs to issue a title policy and any endorsements thereto required by Purchaser.

8. **DLBA Tax Distribution.** Purchaser acknowledges that DLBA is entitled to the distribution of an amount equal to 50% of the property taxes collected on the property for the 5 tax years subsequent to transferring ownership of the Property. The tax distribution may be incompatible with tax abatements and lot combinations that are otherwise available to Purchaser and could prevent Purchaser from obtaining such abatements or lot combinations unless waived. DLBA will waive its right to the tax distribution for purchasers seeking such tax abatements or lot combinations in exchange for a payment in addition to the Purchase Price. The waiver may be granted at Closing or any time thereafter upon payment by Purchaser.

9. **Site Plans.**

(a) **Site Plans.** Copies of all plans submitted as part of the Design Package review as required by the Option to Purchase and Develop and Agreement to Maintain Property executed by the Parties, and any additional plans, drawings, specifications, related documents, and

construction progress schedule respecting the Project (collectively, the "**Site Plans**") submitted to and approved by any city, state, federal, or other governmental unit (collectively, the "**Governmental Authorities**") prior to the recording of the Release of Interest will be delivered to DLBA within 7 days of approval by the relevant Governmental Authorities. Such Site Plans will be incorporated into this document as part of Exhibit E. In the event that any items approved and incorporated as Site Plans conflict, items approved by the Planning Department will be considered controlling.

(b) **Modification of Plans.** Any material change to the Site Plans will require written acceptance from DLBA prior to implementation. If Purchaser desires to make any material change in the Site Plans after the Effective Date, Purchaser will submit the proposed change to the DLBA for its acceptance. It will be within the DLBA's sole determination to accept or reject such change. In the event of a dispute with respect to what constitutes a material change, DLBA's reasonable determination will control.

(c) **Other Approvals.** Acceptance by DLBA of the Site Plans is in addition to any approvals by BSEED (or other agencies or departments) for building permits, use permits, certificates of occupancy, and other permits whether required by other City of Detroit departments and agencies or otherwise. Purchaser will be responsible for obtaining said permits and approvals.

10. **Property Condition and Indemnification.** DLBA hereby disclaims any warranty, guaranty or representation, express or implied, oral or written, past, present, or future, of, as to or concerning (a) the condition or state of repair of the Property, or the suitability thereof for any purpose; (b) the extent of any right-of-way, lease, possession, lien, encumbrance, easement, license, reservation, or condition in connection with the Property; (c) the compliance of the Property with any applicable laws, ordinances, or regulations of any government or other body, including, without limitation, compliance with any land use or zoning law or regulation, or applicable environmental, rules, ordinances, or regulations; (d) title to or the boundaries of the Property; and (e) the physical condition of the Property, including, without limitation, the environmental condition of the Property and the structural, mechanical, and engineering characteristics of the improvements to the Property. The sale of the Property will be on an "AS IS, WHERE IS, WITH ALL FAULTS" basis. Purchaser expressly acknowledges and agrees that DLBA makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, habitability, merchantability, or fitness for a particular purpose, with respect to the Property, and Purchaser hereby expressly waives and releases any such warranty or representation. Purchaser will buy the Property based on its own investigations, and, by accepting title to all or part of the Property, acknowledges that it has conducted such investigations as it has deemed necessary or advisable. Purchaser will indemnify and hold DLBA and each of its officers, employees, agents, and affiliates, and the successors, assigns, heirs, and legal representatives of each of the foregoing (collectively, the "DLBA Indemnified Parties") free and harmless from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and court costs incurred in

connection with the enforcement of this indemnity) related to, resulting from, or in any way arising out of the physical condition of the Property or the ownership or operation of the Property prior to, on, and after Closing. Purchaser's indemnification obligations set forth in this Section will survive Closing and will not be merged with the Deed.

**11. Limitation of Liability.** Purchaser understands and acknowledges that DLBA has acquired the Property through foreclosure or similar process, DLBA has never occupied the Property, and DLBA has little or no direct knowledge about the physical condition of the Property. Purchaser agrees that Purchaser is buying the Property "as is" (as more fully set forth in Section 10 of this Agreement).

**Notwithstanding any provision to the contrary in this Agreement, DLBA's liability and Purchaser's sole and exclusive remedy in all circumstances and for all claims arising out of or relating in any way to the Agreement or the sale of the Property to Purchaser will be limited to no more than the Purchase Price. Purchaser agrees that DLBA will not be liable under any circumstances for any special, consequential, or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability), or any other legal or equitable principle, theory, or cause of action arising out of or related in any way to any claim relating to this Agreement or the transfer of the Property to Purchaser, including the condition of the title.**

**12. Inspections by Purchaser.** By executing this Agreement, Purchaser acknowledges and confirms that it is not relying on any information provided or to be provided on behalf of DLBA or any statement, representation, or other assertion made by DLBA or its employees or agents with respect to the Property. All testing, inspections, and investigations will be conducted at Purchaser's sole cost and expense and Purchaser hereby indemnifies DLBA, and holds DLBA harmless against any loss, costs, damage, or expenses arising out of such testing, inspections, and investigation performed by Purchaser, its agents, employees, independent contractors, or assignees.

**13. Representations and Warranties of Purchaser.** To induce DLBA to enter into this Agreement, Purchaser makes the following representations and warranties, which will be true and correct on the date of Closing:

(a) Purchaser is authorized and permitted to enter into this Agreement and to perform all covenants and obligations of Purchaser hereunder and Purchaser's right to execute this Agreement is not limited by any other agreements. The execution and delivery of this Agreement, the consummation of the transaction described herein and compliance with the terms of this Agreement will not conflict with, or constitute a default under, any agreement to which Purchaser is a party or by which Purchaser is bound or violate any regulation, law, court order, judgment, or decree applicable to Purchaser. This Agreement is legally binding on and enforceable against Purchaser in accordance with its terms.

(b) There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings under the Bankruptcy Code, 11 U.S.C. §101, et seq., or under any other debtor relief laws pending or threatened against Purchaser.

(c) If Purchaser is not a natural person or persons, Purchaser has been duly organized, is validly existing and is in good standing in the jurisdiction in which it was formed, and is qualified to do business in the State of Michigan. This Agreement is, and all documents executed by Purchaser and delivered to DLBA at the Closing will be duly authorized, executed, and delivered by Purchaser.

(d) No other action by Purchaser; no consent, approval, order, or authorization of any person or entity that is not a party to this Agreement; and no permit, consent, approval, declaration, or filing with any governmental authority is required for Purchaser to execute and deliver this Agreement or perform the transaction contemplated herein.

(e) Neither Purchaser nor any Affiliate (as defined below) has material unresolved blight or building code violations under the Detroit City Code.

(f) Neither Purchaser nor any Affiliate has been awarded another property by DLBA and then failed to (i) make the deposit on time; (ii) close the purchase on time; or (iii) satisfy the requirements to rehabilitate and have the property occupied on time.

The representations and warranties of Purchaser set forth above and elsewhere in this Agreement will survive Closing for a period of 2 years (the "**Survival Period**"), provided that if Purchaser is granted any extensions of time under Section 15, then the Survival Period will also automatically be extended for the same period. If DLBA determines during the Survival Period that Purchaser was in breach of any of Purchaser's representations and warranties in this Agreement as of Closing, DLBA will have the right to retain the proceeds from the sale of the Property as liquidated damages and to pursue any of DLBA's remedies set forth in Section 17. Notwithstanding anything to the contrary, the Survival Period will end immediately upon DLBA's recording of the Release of Interest, as defined below, for each Property.

For purposes of this Agreement, "**Affiliate**" means any other person or entity: (i) in which Purchaser has an ownership interest or (ii) that, directly or indirectly, controls, is controlled by, or is under common control with Purchaser; for the purposes of this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the person or entity in question, whether by the ownership of voting securities, contract, or otherwise.

14. **Affirmative Covenants.** Purchaser covenants and agrees that until the Release of Interest is recorded for each Property it will:

(a) **Maintenance of Business Existence.** Continue to engage in business of the same general type as now conducted and do all things necessary to preserve, renew, and keep in full force and effect its limited liability company and rights and franchises necessary to continue

such business and preserve and keep in force and effect all licenses and permits necessary for the proper conduct of its business.

(b) **Notification of Defaults.** Promptly notify DLBA of any Default under or pursuant to this Agreement, whether or not any requirement of notice or lapse of time, or both, or any other condition has been satisfied or has occurred.

(c) **Notification Relating to Development Lender.** Promptly notify DLBA of any refusal by its development lender, if any, to make a requested advance, any demands for escrow amounts under deficiency clauses, any declaration that default has occurred, or declaration that development stage specifications for the Project are unacceptable.

(d) **Access to Records and Premises.** Permit DLBA to inspect and make and take away copies of any and all of its records relative to this Agreement. Purchaser will permit DLBA and its agents, its investigators, or law enforcement officials to inspect the Property, without notice, until completion of the Project (as defined in Appendix 1) to verify compliance with Purchaser's obligations under this Agreement.

(e) **Compliance with Laws, Ordinances, or other Regulations.** Comply with and will require all consultants, contractors, subcontractors, or any other party engaged by Purchaser and the agents and employees of said parties engaged by the Purchaser to undertake any of the activities associated with the performance of this Agreement to comply with all applicable laws, ordinances, or other regulations imposed by any governmental authority. Purchaser will require as part of any contracts issued in connection with this Agreement that any consultant, contractor, subcontractor, or any other party engaged by Purchaser will comply with all such applicable laws, ordinances, and regulations.

(f) **Further Information.** Promptly furnish DLBA from time to time such other information regarding its operations, business affairs, and financial condition concerning this Agreement that DLBA may reasonably request.

(g) **Further Assurances.** Upon request, execute and deliver, or cause to be executed and delivered, such further instruments, and do or cause to be done such further acts, as may be reasonably necessary or proper to carry out the intent and purpose of this Agreement.

15. **Purchaser's Obligation to Return the Property to Productive Use.**

(a) Purchaser will complete the development of the Property according to the terms set forth in Appendix 1 attached to this Agreement.

(b) When Purchaser considers all work on a Project to be complete, it will so notify DLBA. DLBA will thereafter make or cause to be made such inspection or, at DLBA's election, request that Purchaser provide any further documentation of completion of the Project. Upon DLBA's determination that the Project is complete, DLBA will record with the Wayne County Register of Deeds a Release of Interest, substantially in the form attached to this Agreement as Exhibit D (each a "**Release of Interest**"), which will be conclusive acknowledgment

by DLBA of Purchaser's satisfaction of its obligations under this Section. If DLBA determines the Project is not complete, DLBA will so notify Purchaser in writing indicating in what respects Purchaser has failed to implement the Project or is otherwise in default, and what measures and acts Purchaser will take or perform to cure such nonconformity or default. Purchaser will thereafter promptly complete the Project.

(c) If Purchaser cannot timely complete a Project, but has made measurable progress and exercised diligence in working to do so, Purchaser may apply to DLBA, in writing and no later than 30 days prior to the required Project completion date, for an extension, and in such writing Purchaser will explain the reasons that the extension is required and provide an estimate of the revised completion date. In DLBA's reasonable discretion, DLBA may grant Purchaser extensions of 90 days to complete the work or declare the Purchaser in default. Each 90-day extension request, if approved, will be granted in exchange for \$250.00.

#### 16. **Defaults and Events of Default.**

(a) **Default by Purchaser.** The occurrence of any one or more of the following events will constitute a **Default** of this Agreement by Purchaser:

(i) Purchaser fails to complete the Project or otherwise report progress on implementation as specified by this Agreement.

(ii) Purchaser fails to pay real estate taxes or assessments or any part thereof on the Property when due, or places any encumbrance unauthorized by this Agreement, or suffers any levy or attachment to be made, or any materialman's, mechanic's, or construction lien or any other unauthorized encumbrance to attach.

(iii) Purchaser violates any of the terms and conditions of this Agreement, except as otherwise provided in this Section.

(iv) Purchaser closes on the acquisition of more than nine parcels from DLBA within any 365-day period without approval from the Detroit City Council prior to the Release of Interest being recorded.

(v) Any transfer of all or any part of the Property or of any right or interest in all or any part of the Property in violation of Section 22.

(vi) If Purchaser is not a natural person or persons, any change of 10% or more in the ownership or distribution of the ownership interests of the Purchaser or with respect to the identity of the parties in control of the Purchaser.

(vii) Purchaser admits in writing its inability to pay its debts generally as they become due, or Purchaser ceases to conduct business in the normal course by reason of any of the following: (i) the making by Purchaser of any general arrangement or general assignment for the benefit of creditors; (ii) Purchaser becoming a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto unless, in the case of a petition filed against Purchaser, the same is dismissed within 60 days; (iii) the appointment of a trustee or receiver to take possession of

substantially all of Purchaser's assets located at the Property or of Purchaser's interest in this Agreement, where possession is not restored to Purchaser within 60 days; (iv) the attachment, execution, or other judicial seizure of substantially all of Purchaser assets located at the Property or of Purchaser's interest in this Agreement, where such seizure is not discharged within 60 days; or (v) its voluntary or involuntary dissolution;

(b) **Failure to Cure Default.** Any such Default by Purchaser as set forth in Section 16(a)(i)-(iii) and Purchaser's failure to cure such Default within 30 days after written demand by DLBA to correct said Default will be deemed to constitute an ***Event of Default***. In the event Purchaser is in good faith contesting any amount due under Section 16(a)(ii), the Purchaser may, in lieu of paying said amount, deposit said amount in an escrow account which will be disbursed upon the resolution of the dispute, or if the amount relates to a construction lien, the Purchaser may bond over the lien in the manner prescribed by law. Any Default pursuant to Section 16(a)(iv)-(vii) are hereby deemed to be material, non-curable ***Event of Default*** without the necessity of any notice by DLBA to Purchaser thereof. DLBA may, in its sole discretion, waive in writing any Default or Event of Default by the Purchaser.

17. **DLBA's Remedies upon Purchaser's Default.** Upon an Event of Default, DLBA may seek any and all of the following as its remedies.

(a) DLBA will have the right to terminate this Agreement by providing written notice of termination to Purchaser and to retain the Purchase Price as liquidated damages. DLBA and Purchaser agree that (i) it would be impractical and extremely difficult, if not impossible, to fix actual damages that would be suffered by DLBA as a result of a breach of this Agreement by Purchaser; and (ii) the aforesaid liquidated damages are a fair and reasonable amount to be retained by DLBA as agreed and liquidated damages in light of DLBA's removal of the Property from the market and the costs incurred by DLBA and will not constitute a penalty or a forfeiture.

(b) for one, several, or all of the Properties for which a Release of Interest has not been recorded (each, an "***Unreleased Property***") record the Reconveyance Deed at the Wayne County Register of Deeds Office, reconveying ownership of the Property back to DLBA;

(c) take immediate possession of the Unreleased Properties;

(d) enter and secure the Unreleased Properties;

(e) remove all occupants and personal belongings from within the Unreleased Properties;

(f) take immediate ownership of all improvements and fixtures intended to be permanently attached to the Unreleased Properties; and

(g) offer the Unreleased Properties for sale to other prospective purchasers, whether by auction or otherwise, or hold the Unreleased Properties.

Purchaser will indemnify and hold the DLBA Indemnified Parties free and harmless from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable

attorneys' fees and court costs incurred in connection with the enforcement of the indemnity) related to, resulting from, or in any way arising out of DLBA exercising its remedial rights under the Reconveyance Deed and this Agreement.

18. **Brokerage.** If Purchaser has employed a broker or real estate agent in connection with the transactions contemplated by this Agreement, Purchaser agrees to indemnify, defend, and hold DLBA harmless from and against any claims for real estate broker's fees or any compensation sought by a broker or real estate agent employed by Purchaser in connection with the transactions contemplated by this Agreement unless otherwise agreed in writing.

19. **DLBA Authority.** DLBA has full power and authority to enter into this Agreement and to perform all its obligations hereunder, and has taken all action required by law, its governing instruments, or otherwise to authorize the execution, delivery, and performance of this Agreement and all the deeds, agreements, certificates, and other documents contemplated herein.

20. **Notice; Updates.** Except as otherwise expressly provided herein, all notices and communications hereunder must be in writing and will be deemed to have been given when either hand-delivered, sent by first class mail, sent by national overnight courier, or emailed.

Notice to Purchaser should be sent to the address above set forth, [projects@detroitssound.org](mailto:projects@detroitssound.org), or another such other address or email as Purchaser designates in writing to DLBA.

Notice to DLBA will be provided to the following or another such other address or email as DLBA designates in writing to Purchaser:

Detroit Land Bank Authority  
Attn: Elena Luedy  
500 Griswold Street, Suite 1200  
Detroit, Michigan 48226  
[projects@detroitlandbank.org](mailto:projects@detroitlandbank.org)

21. **Integration; Modification.**

(a) This Agreement contains both DLBA's and Purchaser's entire intentions and understandings in regard to the sale of the Property. This Agreement supersedes any prior agreements, whether written or oral.

(b) DLBA and Purchaser may modify this Agreement only in a writing signed by both Parties. Any such modifications will become part of this Agreement by incorporation.

22. **Assignment; Notification upon Transfer of Property.** Until Purchaser has completed its obligations under this Agreement and DLBA has confirmed such completion, Purchaser may not assign, transfer, convey, or pledge its rights or obligations under this Agreement or with respect to the Property without the prior written consent of DLBA, which consent DLBA may withhold in its sole discretion.

23. **Miscellaneous.**

(a) **Severability.** If any one or more of this Agreement's provisions is/are held invalid or unenforceable in any respect, all other provisions will remain valid and enforceable as stated in this Agreement.

(b) **Captions.** The headings of the Sections and other subdivisions in this Agreement are for convenience only and will not be used to construe or interpret the scope or intent of this Agreement or in any way affect the same.

(c) **Governing Law; Jurisdiction; Venue.** This Agreement is governed by applicable Michigan law. Purchaser agrees, consents, and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action brought against it arising out of this Agreement. Purchaser agrees that service of process at the address and in the manner specified above will be sufficient to put Purchaser on notice. Purchaser also agrees that it will not commence any action against DLBA because of any matter whatsoever arising out of or relating to the validity, construction interpretation, and enforcement of this Agreement, in any courts other than those in the Wayne County, Michigan.

(d) **Affiliates.** If any Affiliate of Purchaser will take any action, which, if done by Purchaser would constitute a breach of this Agreement, the same will be deemed a breach by Purchaser.

(e) **Binding Effect.** This Agreement will be binding on the heirs, devisees, legal representatives, claimants, successors, and assignees of the Parties.

(f) **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed to be an original document but together will constitute one instrument. The Parties agree that either Party may execute and deliver executed counterparts by facsimile or electronically imaged signatures and said executed counterparts will be binding and enforceable as if an original.

(g) **Waiver.** No waiver by either Party of any of its rights or remedies hereunder or otherwise will be considered a waiver of any other subsequent right or remedy. Except as expressly provided herein, no waiver by either Party of any of its rights or remedies hereunder or otherwise will be effective unless such waiver is evidenced in a written instrument executed by the waiving Party.

(h) **Dates.** If any date herein set forth for the performance of any obligations of DLBA or Purchaser, or for the delivery of any instrument or notice as herein provided, should be on a Saturday, Sunday, or legal holiday, the compliance with such obligations (or such delivery, as the case may be) will be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

**[Signatures begin on following page]**

The Detroit Land Bank Authority and Detroit Sound Conservancy have caused this Purchase & Development Agreement to be executed as of the Effective Date.

**DETROIT LAND BANK AUTHORITY**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jeanne Hanna  
Director, Real Estate, Sales and Marketing

**DETROIT SOUND CONSERVANCY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature page 1 of 1 of the Purchase & Development Agreement between DLBA and Detroit Sound Conservancy for 6520, 6526, 6532, 6538, 6544, 6550, 6556, and 6562 Beechwood

## APPENDIX 1

Pursuant to and consistent with the terms of the Purchase & Development Agreement, Purchaser will timely complete all planned construction at the Property in accordance with the following terms and conditions (the "**Project**").

A. **Within 30 days of Closing**, Purchaser will provide photographs, receipts, or other evidence showing that Purchaser is maintaining the Property according to the following minimum requirements, provided that the weather does not otherwise prohibit such maintenance: (a) clearing the Property as needed of trash and debris and continuing to remove such trash and debris; (b) ensuring that the grass is neatly edged and does not exceed 8 inches; (c) trimming trees, shrubs, and other plant material as needed; and (d) clearing sidewalks and other paved portions of the property clear of snow and ice in a manner that makes it safe for pedestrians and within the timeframe currently required under City regulations.

Purchaser's maintenance obligations as to the Property will continue until DLBA records the Release of Interest after which point the premises of the Property will be maintained in a manner consistent with City regulations.

B. **Within 90 days after Closing, and at 90-day intervals until Project completion**, Purchaser will provide updated, documented progress and status information to DLBA, including, but not limited to photographs, receipts, or other evidence that the Property is being maintained according to the terms set forth in Subsection A; invoices or photographs evidencing the materials purchased to advance other work performed on the Property; and proof of progress toward implementation of the Project, such as plans, permits, drawings, specifications, or related documents respecting any improvements or landscaping.

C. **Within 180 days after Closing**, Purchaser will submit building permit applications sufficient to complete the Project (collectively, the "**Application**") to the City of Detroit Building, Safety Engineering and Environmental Department ("**BSEED**"). Purchaser will also forward a copy of the submitted Application to DLBA. If the Application substantially differs from Purchaser's DLBA purchase application, Purchaser must first obtain permission from DLBA prior to submitting the Application.

D. **Within 365 days after Closing**, Purchaser will deliver to DLBA a copy of the Certificate of Occupancy for the Application.

E. **Within 540 days after Closing**, Purchaser will deliver documentation that the project has been implemented substantially in accordance with the plans attached to this Agreement as Exhibit E and in compliance with all applicable laws, regulations, and government approvals.

Purchaser will further provide DLBA with any additional reports upon request by DLBA, and will diligently respond to DLBA's requests for further information or documentation in follow-up to any report.

**[Remainder of page intentionally left blank]**

# PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT A

## The Property

E BEECHWOOD LOT 48 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011514. Commonly known as 6520 Beechwood, Detroit, MI
E BEECHWOOD LOT 47 BEECH HURST WM L HOLMES SUB L17 P40 PLATS W C R 16/169 30 X 105 Parcel ID: 16011515. Commonly known as 6526 Beechwood, Detroit, MI
E BEECHWOOD Lot 46 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011516. Commonly known as 6532 Beechwood, Detroit, MI
E BEECHWOOD Lot 45 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011517. Commonly known as 6538 Beechwood, Detroit, MI
E BEECHWOOD Lot 44 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011518. Commonly known as 6544 Beechwood, Detroit, MI
E BEECHWOOD LOT 43 BEECH HURST WM L HOLMES SUB L17 P40 PLATS W C R 16/169 30 X 105 Parcel ID: 16011519. Commonly known as 6550 Beechwood, Detroit, MI
E BEECHWOOD Lot 42 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011520. Commonly known as 6556 Beechwood, Detroit, MI
E BEECHWOOD LOT 41 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011521-6 Commonly known as 6562 Beechwood , Detroit, MI

**[Remainder of page intentionally left blank]**

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT B**

Quit Claim Deed

(see attached)

**QUIT CLAIM DEED**

The Detroit Land Bank Authority a Michigan public body corporate, whose address is 500 Griswold, Suite 1200, Detroit, Michigan, 48226 ("**DLBA**"), quit claims to Detroit Sound Conservancy, a Michigan nonprofit corporation whose address is 440 Burroughs; Suite 195, Detroit, Michigan 48202 ("**Grantee**"), the premises located in the City of Detroit, County of Wayne, and State of Michigan **commonly known as 6520, 6526, 6532, 6538, 6544, 6550, 6556, and 6562 Beechwood and more fully described in Exhibit 1** together with all and singular the tenements, hereditaments, fixtures, and appurtenances of that property, for the full consideration of Seven Thousand Seven Hundred Twenty Dollars and Thirty Cents (\$7,720.30). This conveyance is exempt from taxes pursuant to MSA 7.456(5)(h)(i); MCL 207.505(h)(i), MSA 7.456(26)(h)(i); MCL 207.526(h)(i).

**Notice of Deed Restriction**

This property is conveyed pursuant to a Purchase & Development Agreement between DLBA and Grantee (the "**Agreement**") and on the express condition that Grantee fulfill all the terms and conditions applicable to Grantee set forth in the Agreement. If Grantee fails to fulfill all the terms of the Agreement applicable to Grantee, DLBA will have the right to reconvey the property back to its ownership which will be evidenced by the recording of a deed to that effect. Upon Grantee fulfilling all the terms and conditions applicable to Grantee set forth in the Agreement, DLBA will record a release of interest (a "**Release of Interest**").

Until a Release of Interest is recorded, Grantee is restricted from transferring or encumbering this property without the prior written consent of DLBA. If, prior to a Release of Interest being recorded, Grantee transfers or encumbers this property without the prior written consent of DLBA, DLBA will have the right to reconvey the property back to its ownership by the recording of a reconveyance deed.

**DETROIT LAND BANK AUTHORITY**

Dated: \_\_\_\_\_

STATE OF MICHIGAN        )  
  ) ss  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_  
**Jeanne Hanna**  
**Director, Real Estate, Sales and Marketing**

This document was acknowledged, subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jeanne Hanna, Director, Real Estate, Sales and Marketing, Detroit Land Bank Authority.

\_\_\_\_\_  
*Signature of Notary*

\_\_\_\_\_  
*Printed name of Notary*

Notary Public, State of Michigan, County of: \_\_\_\_\_; Acting in the County of: \_\_\_\_\_

My commission expires: \_\_\_\_\_

When recorded return to and subsequent tax bills to: Detroit Sound Conservancy 440 Burroughs; Suite 195 Detroit, MI 48202	Drafted by: Robert G Spence Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226
--	---

**EXHIBIT 1**

E BEECHWOOD LOT 48 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011514. Commonly known as 6520 Beechwood, Detroit, MI
E BEECHWOOD LOT 47 BEECH HURST WM L HOLMES SUB L17 P40 PLATS W C R 16/169 30 X 105 Parcel ID: 16011515. Commonly known as 6526 Beechwood, Detroit, MI
E BEECHWOOD Lot 46 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011516. Commonly known as 6532 Beechwood, Detroit, MI
E BEECHWOOD Lot 45 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011517. Commonly known as 6538 Beechwood, Detroit, MI
E BEECHWOOD Lot 44 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011518. Commonly known as 6544 Beechwood, Detroit, MI
E BEECHWOOD LOT 43 BEECH HURST WM L HOLMES SUB L17 P40 PLATS W C R 16/169 30 X 105 Parcel ID: 16011519. Commonly known as 6550 Beechwood, Detroit, MI
E BEECHWOOD Lot 42 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011520. Commonly known as 6556 Beechwood, Detroit, MI
E BEECHWOOD LOT 41 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011521-6 Commonly known as 6562 Beechwood , Detroit, MI

Exhibit 1 to Quit Claim Deed from Detroit Land Bank Authority to Detroit Sound Conservancy

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT C**

Reconveyance Deed

(see attached)

**QUIT CLAIM DEED**

Detroit Sound Conservancy, a Michigan nonprofit corporation, whose address is 440 Burroughs; Suite 195, Detroit, Michigan 48202 ("**Grantor**"), quit claims to the Detroit Land Bank Authority, a Michigan public body corporate whose address is 500 Griswold, Suite 1200, Detroit, Michigan, 48226 ("**DLBA**"), the premises located in the City of Detroit, County of Wayne, and State of Michigan **commonly known as 6520, 6526, 6532, 6538, 6544, 6550, 6556, and 6562 Beechwood and more fully described in Exhibit 1** together with all and singular the tenements, hereditaments, fixtures, and appurtenances of that property, for the full consideration of One Dollar (\$1.00). Such conveyance is in consideration of DLBA relinquishing its right to pursue an action based upon its right of reconveyance. This conveyance is exempt from taxes pursuant to MCL 207.505(a); MSA 7.456(5)(a), and MSA 7.456(26); MCL 207.526(a).

**DETROIT SOUND CONSERVANCY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

STATE OF MICHIGAN            )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

Title: \_\_\_\_\_

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_, \_\_\_\_\_ of Detroit Sound Conservancy.

\_\_\_\_\_  
*Signature of Notary*

\_\_\_\_\_  
*Printed name of Notary*

Notary Public, State of Michigan, County of: \_\_\_\_\_; Acting in the County of: \_\_\_\_\_

My commission expires: \_\_\_\_\_

When recorded return to and send subsequent tax bills to: Detroit Land Bank Authority; Attn: CEO 500 Griswold, Suite 1200 Detroit, Michigan 48226	Drafted by: Robert G Spence Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226
--	---

**EXHIBIT 1**

E BEECHWOOD LOT 48 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011514. Commonly known as 6520 Beechwood, Detroit, MI
E BEECHWOOD LOT 47 BEECH HURST WM L HOLMES SUB L17 P40 PLATS W C R 16/169 30 X 105 Parcel ID: 16011515. Commonly known as 6526 Beechwood, Detroit, MI
E BEECHWOOD Lot 46 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011516. Commonly known as 6532 Beechwood, Detroit, MI
E BEECHWOOD Lot 45 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011517. Commonly known as 6538 Beechwood, Detroit, MI
E BEECHWOOD Lot 44 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011518. Commonly known as 6544 Beechwood, Detroit, MI
E BEECHWOOD LOT 43 BEECH HURST WM L HOLMES SUB L17 P40 PLATS W C R 16/169 30 X 105 Parcel ID: 16011519. Commonly known as 6550 Beechwood, Detroit, MI
E BEECHWOOD Lot 42 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011520. Commonly known as 6556 Beechwood, Detroit, MI
E BEECHWOOD LOT 41 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011521-6 Commonly known as 6562 Beechwood , Detroit, MI

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT D**

Release of Interest

(see attached)

**RELEASE OF INTEREST IN REAL PROPERTY**

1. Detroit Sound Conservancy ("**Purchaser**") purchased from the Detroit Land Bank Authority whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan, 48226 ("**DLBA**"), the premises located in the City of Detroit, County of Wayne, and State of Michigan **commonly known as 6520, 6526, 6532, 6538, 6544, 6550, 6556, and 6562 Beechwood and more fully described in Exhibit 1.**

2. Purchaser acquired the Property subject to the conditions of a Purchase Agreement as reflected in a Quit Claim Deed recorded as listed below

Date Recorded: \_\_\_\_\_ Liber: \_\_\_\_\_

Instrument Number: \_\_\_\_\_ Page: \_\_\_\_\_

3. DLBA hereby agrees that all conditions of the Purchase Agreement have been satisfied or waived, and DLBA hereby releases any and all interest in the Property and the recording of this instrument provides notice of such release.

**DETROIT LAND BANK AUTHORITY**

Dated: \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) ss  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_  
**Jeanne Hanna**  
**Director, Real Estate, Sales and Marketing**

This document was acknowledged, subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jeanne Hanna, Director, Real Estate, Sales and Marketing, Detroit Land Bank Authority.

\_\_\_\_\_  
*Signature of Notary*

\_\_\_\_\_  
*Printed name of Notary*

Notary Public, State of Michigan, County of: \_\_\_\_\_; Acting in the County of: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**EXHIBIT 1**

E BEECHWOOD LOT 48 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011514. Commonly known as 6520 Beechwood, Detroit, MI
E BEECHWOOD LOT 47 BEECH HURST WM L HOLMES SUB L17 P40 PLATS W C R 16/169 30 X 105 Parcel ID: 16011515. Commonly known as 6526 Beechwood, Detroit, MI
E BEECHWOOD Lot 46 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011516. Commonly known as 6532 Beechwood, Detroit, MI
E BEECHWOOD Lot 45 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011517. Commonly known as 6538 Beechwood, Detroit, MI
E BEECHWOOD Lot 44 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011518. Commonly known as 6544 Beechwood, Detroit, MI
E BEECHWOOD LOT 43 BEECH HURST WM L HOLMES SUB L17 P40 PLATS W C R 16/169 30 X 105 Parcel ID: 16011519. Commonly known as 6550 Beechwood, Detroit, MI
E BEECHWOOD Lot 42 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011520. Commonly known as 6556 Beechwood, Detroit, MI
E BEECHWOOD LOT 41 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 X 105 Parcel ID: 16011521-6 Commonly known as 6562 Beechwood , Detroit, MI

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT E**

Site Plans

(To be incorporated following requisite approvals)



6/16/2023

Detroit Sound Conservancy  
440 Burroughs; Suite 195  
Detroit, MI 48202

**RE: SALE OF PROPERTY**

Dear Detroit Sound Conservancy:

This letter constitutes an offer to deal by the Detroit Land Bank Authority (the "**DLBA**") to grant an option to sell real property in the City of Detroit identified in Exhibit A of the attached Option to Purchase and Develop and Agreement to Maintain Property (the "**Agreement**") for \$1,218.00, less a 20% discount, to Detroit Sound Conservancy ("**Optionee**") pursuant to the terms and conditions of the attached Agreement and subject to approval by the DLBA Board of Directors.

The DLBA will be emailing a link to Optionee to electronically sign the Agreement. The email will come from "Detroit Land Bank Authority via Conga Sign" or similar. Unless alternate arrangements are timely approved in writing, the DLBA will only accept signatures via this method. If you have not received the link to sign within 3 days of this Offer to Deal, please notify [projects@detroitlandbank.org](mailto:projects@detroitlandbank.org).

If Optionee accepts the offer to deal, Optionee shall, prior to July 06, 2023, electronically sign the Agreement and deliver a money order, cashier's check, or certified check payable to "Detroit Land Bank Authority" in the amount of \$ 487.20, to serve as the "Option Fee" as contemplated by Section 2 of the Agreement. If the Optionee exercises the option and enters into the Purchase & Development Agreement in Exhibit II (the "**Purchase Agreement**"), this Option Fee will be net against the Purchase Price according to the terms of Section 2 of the Agreement. If the Agreement is not approved by the DLBA Board of Directors within 90 days of DLBA's receipt of the signed Agreement and Option Fee, this offer will expire and the Option Fee shall be returned to the Optionee in full.

This letter is considered as an offer to deal only and may be subject to approval by the Detroit Land Bank Authority Board of Directors.

*If Purchaser will be delivering any payments or other documents to DLBA's office, please follow all instructions on the DLBA's website – [buildingdetroit.org](http://buildingdetroit.org) – regarding current office and lobby capacity and scheduling.*

**This offer to deal expires on July 06, 2023 if by such date the signed Agreement and Option Fee have not been delivered to DLBA.**

**DETROIT LAND BANK AUTHORITY**

**OPTION TO PURCHASE & DEVELOP AND  
AGREEMENT TO MAINTAIN PROPERTY**

This Option to Purchase and Develop and Agreement to Maintain Property (this "**Agreement**") is entered by and between the Detroit Land Bank Authority, a Michigan public body corporate, whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan 48226 ("**DLBA**"), and Detroit Sound Conservancy, a Michigan nonprofit corporation whose address is 440 Burroughs; Suite 195, Detroit, Michigan 48202 ("**Optionee**"), as of the Effective Date. The "**Effective Date**" of this Agreement will be the date of the last signature date set forth below. DLBA and Optionee are referred to from time to time in this Agreement individually as a "**Party**" and, together, as the "**Parties**."

**RECITALS**

A. WHEREAS, DLBA has evaluated Optionee's application to purchase certain property located in the City of Detroit, County of Wayne, and State of Michigan, the legal description of which is set forth on Exhibit I attached hereto (individually and collectively, the "**Property**"), in accordance with the terms and conditions of this Agreement; and

B. WHEREAS, Optionee's application or proposed use of all or some portion of the Property (the "**Proposed Use**") requires additional submissions or further information, more fully described as "**Compliance**" in Section 4 below; and

C. WHEREAS, the Parties intend to proceed to transact a sale of the Property upon achievement of Compliance.

**AGREEMENT**

Now, therefore, in consideration of the foregoing premises, the mutual obligations of the Parties, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows.

1. **Grant of Option.** DLBA hereby grants Optionee the exclusive and irrevocable option to purchase the Property upon achievement of Compliance, provided that such Compliance occurs before expiration of the Option Term (as defined below), and according to the terms and conditions hereinafter set forth (the "**Option**").

2. **Option Fee.**

(a) **Fee.** DLBA acknowledges that Optionee has paid an option fee of \$ 487.20 (the "**Option Fee**").

(b) **Applicability if Option Exercised.** In the event that Optionee exercises the Option within the Option Term or any extension thereof and is not in default as to any other terms of this Agreement, said Option Fee shall first be applied to the Deposit of the Purchase Agreement, as defined below, and any remaining Option Fee balance shall apply toward the purchase price of the Property at closing on the sale of the Property. The Option Fee shall proportionally apply

toward the purchase price of such Property on a per-square-foot basis at closing on the sale of such Property if any Option Exercise does not include all Property in this Agreement.

(c) **Failure to Exercise.** In the event the Optionee does not timely exercise the Option, DLBA shall be entitled to retain the Option Fee, and this Agreement shall become null and void and neither Optionee nor DLBA shall have any other liability, obligation or duty herein under or pursuant to this Agreement.

(d) **Due Diligence Termination.** If, during the first 60 days after the Effective Date, Optionee discovers any condition of the Property which in Optionee's sole discretion renders the Property unsuitable for the proposed development Optionee may deliver notice to DLBA terminating this Agreement. If DLBA receives such notice, the Option Fee shall be returned to Optionee in full, and this Agreement shall become null and void and neither Optionee nor DLBA shall have any other liability, obligation or duty herein under or pursuant to this Agreement.

3. **Option Term.** Unless terminated earlier according to the terms of Section 9, the Option shall be exercisable by Optionee for 270 days from the Effective Date, provided that DLBA may grant extensions as provided in Section 5 ("**Option Term**").

4. **Compliance.** Over the course of the Option Term and until successful, Optionee shall diligently make commercially reasonable efforts to achieve all requirements described in this Section (such achievement, "**Compliance**").

(a) **Design Review.** Optionee must develop, submit, and receive approval for a complete design package (the "**Design Package**") including, but not limited to: aerial site location map, site plan, floor plans – with notes and dimensions, exterior elevations –respecting the Proposed Use to the City of Detroit Planning and Development Department (the "**Planning Department**"). If Optionee intends to submit a Design Package which materially differs from the Proposed Use plans previously submitted to DLBA, Optionee must first obtain DLBA's written consent. If the approval is marked "Approved With Changes Noted," Optionee must incorporate all noted changes prior to applying for any affected permits from the Buildings, Safety Engineering, and Environmental Department.

(b) **Zoning.** If Optionee's Proposed Use is inconsistent with the current zoning ordinances and regulations governing use of the Property, Optionee will make all necessary applications to obtain a variance or, if necessary, rezoning of the Property so that the Proposed Use is in compliance with zoning ordinances and regulations governing use of the Property. Optionee shall provide to DLBA documentation that the Proposed Use does not require any zoning approvals or that all such approvals have been received.

(c) **Title Services.**

(i) **Title Commitment.** DLBA has delivered to Optionee a commitment for an owner's policy of title insurance from a title company ("**Title Commitment**") for each Property, acceptable to DLBA and Optionee, to insure Optionee (or Optionee's nominee

or assignee, if requested by Optionee) as holder of marketable fee simple title to the Property, together with a copy of all recorded documents affecting the Property, which constitute (or at any Closing will constitute) any covenant, license, right-of-way, easement, limitation, condition, reservation, restriction, right or option, mortgage, pledge, lien, construction lien, mechanic's lien, charge, conditional sale or other title retention agreement or arrangement, encumbrance, lease, sublease, security interest, or trust interest ("**Encumbrances**") against the Property or exception to DLBA's title.

(ii) **Identified Exceptions.** Within 30 days after the Effective Date, Optionee shall review and identify all described Encumbrances (the "**Identified Exceptions**") which could reasonably inhibit Optionee's ability to complete implementation of the Proposed Use.

(iii) **Additional Material Exceptions.** In the event one of the Identified Exceptions or one or more additional exceptions reasonably distinct from the Identified Exceptions (each, an "**Additional Material Exception**") which could reasonably inhibit Optionee's ability to complete implementation of the Proposed Use (the Identified Exceptions, together with the Additional Material Exceptions, are collectively defined as the "**Objectionable Title Exceptions**") are identified after the Effective Date of this Agreement but before the Option Exercise, the following will apply:

A. **Objectionable Title Exception.** Within 30 days of notification that an Objectionable Title Exception has been identified, DLBA will file and litigate a quiet title action in the Circuit Court of Wayne County, Michigan to materially remove any such identified Objectionable Title Exception, provided that any attempt by DLBA to remove any Encumbrances in the course of such quiet title action will not impose an obligation upon DLBA to remove any Encumbrances. DLBA will be responsible for all costs and fees associated with a quiet title action to remove an Objectionable Title Exception. Any deadline for Closing in the Purchase Agreement will be tolled until 30 days after the completion of the final such quiet title action.

B. **Inability to Remove Objectionable Title Exception.** In the event (i) that DLBA is unable to file a quiet title action within 30 days of notification that an Objectionable Title Exception has been identified or (ii) the quiet title action is unsuccessful in removing the Objectionable Title Exception, Optionee may (iii) deliver a notice of its election to terminate to DLBA, whereupon the Option Fee will be returned to Optionee in full, and this Agreement will thereupon terminate or (iv) request a reasonable reduction in the Purchase Price commensurate with the loss of value associated with the Objectionable Title Exception.

(iv) **Acceptance of Exceptions.** Upon Option Exercise, Optionee will waive the right to toll or otherwise delay Closing, as defined in the Purchase Agreement, for reasons relating to any Identified Exceptions.

(d) **City Council.** If the Option Exercise would result in Optionee closing on more than nine parcels in a 365-day period, Optionee must obtain approval for the transaction from the Detroit City Council prior to Option Exercise.

(e) **Cost Estimates and Proof of Funds.**

(i) **Cost Estimates.** Optionee will provide to DLBA a commercially reasonable estimate of costs and expenditures required to construct the Proposed Use.

(ii) **Proof of Funding.** Optionee will provide commercially reasonable proof of funds to complete the Proposed Use. Proof of funds may include, but is not limited to, original bank statements, open equity lines of credit, and executed loan documents.

5. **Extensions.**

(a) **First Extension.** If Optionee cannot timely achieve Compliance, but has made measurable progress and exercised diligence in pursuit of same, Optionee may apply to DLBA, in writing and no less than 30 days prior to the expiration of the Option Term, for an extension. Optionee will explain the reasons that the extension is required and provide an estimate of the revised date by which Optionee expects to achieve Compliance. DLBA will grant such request, extending the Option Term by 90 days (the "**First Extension**"). There will be no fee for the First Extension.

(b) **Additional Extensions.** If, during the Option Term, Optionee cannot timely achieve Compliance, but has made measurable progress and exercised diligence in pursuit of same, Optionee may apply to DLBA, in writing and no less than 30 days prior to the expiration of the Option Term, as extended, for additional extensions. Optionee will explain the reasons that the extension is required and provide an estimate of the revised date by which Optionee expects to achieve Compliance. In DLBA's sole discretion, DLBA may grant 90-day extensions of the Option Term (each, an "**Additional Extension**"). Each Additional Extension will require payment of \$250.00, the sum of which will not be applicable to the purchase price under any subsequent Purchase Agreement. Each Additional Extension will not be effective until any required payment has been received by DLBA.

6. **Exercise of the Option.** Optionee may exercise the Option by delivering written notice of exercise to DLBA following achievement of Compliance ("**Option Exercise**"). Such notice to DLBA shall include documentation sufficient to verify Compliance. To the extent the Property consists of more than one parcel, Optionee may not exercise the Option as to only a portion of the Property unless Optionee first relinquishes the Option as to the remaining portion of

7. **Sale of the Property.** Upon exercise of the Option, sale of the Property shall proceed according to terms set forth in a Purchase & Development Agreement (the "**Purchase Agreement**") substantially in the form attached hereto as Exhibit II. Within 15 days after Option Exercise, Optionee shall deliver to DLBA a signed Purchase Agreement sufficient for execution. If Optionee fails to timely sign and deliver the Purchase Agreement for any reason, DLBA shall

be entitled to retain the Option Fee, and this Agreement shall become null and void and neither Optionee nor DLBA shall have any other liability, obligation, or duty pursuant to this Agreement.

8. **Maintenance of Property.** The Option is contingent on Optionee maintaining and, where applicable, securing the Property according to the following terms and conditions.

(a) Optionee shall, within 30 days from the Effective Date, secure and maintain the Property by: (i) clearing the Property of trash and debris and continuing to remove such trash and debris as needed; (ii) ensuring that the grass is neatly edged and does not exceed 8 inches; (iii) trimming all trees, shrubs, and other plant life as needed; and (iv) maintaining all sidewalks and other paved portions of the Property clear of snow and ice in a manner that makes it safe for pedestrians and within the timeframe currently required under City regulations.

(b) Optionee shall provide an update to DLBA evidencing such maintenance within 30 days from the Effective Date, and subsequently provide updates not less than every 90 days thereafter until the earlier of (i) the date of Option Exercise; or (ii) expiration of the Option Term. The updates shall be provided via first class mail or email to:

Detroit Land Bank Authority  
Attn: Elena Luedy  
500 Griswold, Suite 1200  
Detroit, MI 48226  
projects@detroitlandbank.org

9. **Termination.** The Option shall be of no further force and effect upon any of the following events:

(a) Expiration of the Option Term prior to Option Exercise, subject to any extensions granted under Section 5;

(b) Optionee violates any of the terms and conditions of this Agreement and fails to cure such violation within 30 days after written demand by DLBA to correct said violation;

(c) Optionee notifies DLBA in writing that Optionee relinquishes its rights and obligations under this Agreement; or

(d) DLBA and Optionee close on the sale of any portion of the Property, provided that DLBA and Optionee may amend this Agreement in writing so that the Option continues to apply to any unpurchased remainder of the Property for which Optionee is still actively pursuing Compliance.

Upon termination, this Agreement shall become null and void and neither Optionee nor DLBA shall have any other liability, obligation, or duty pursuant to this Agreement, provided, however, that Optionee may relinquish the Option as to only a portion of the Property and retain the Option and all rights and obligations of this Agreement as to the remainder of the Property.

10. **Right of Entry.**

(a) **Purpose.** DLBA grants Optionee a temporary license allowing access to the Property to Optionee and its employees, agents, contractors, or partners during the Option Term to permit ingress, egress, and maintenance of the Property as well as to inspect the Property and to make engineering and environmental tests and studies to determine the feasibility of the Proposed Use, including but not limited to soil boring and bearing tests and detailed surveying activities and such environmental due diligence as Optionee deems reasonably appropriate, provided such work does not interfere with demolition or site improvement activities of DLBA or the business use of any tenant in possession. All such testing shall be done at the risk and expense of Optionee. Optionee shall not use the Property for any other purpose or use except to secure, maintain, or study the Property as set forth above.

(b) **Compensation.** Optionee waives any claim to compensation or reimbursement of any kind for any improvements made to the Property or for any activity performed in connection with this Agreement.

(c) **Test Results.** Purchaser will provide DLBA copies of the results of any environmental testing performed by Purchaser prior to the expiration of the Option Term or Option Exercise.

(d) **Liability & Indemnity.** To the extent permitted by law, DLBA assumes no liability or responsibility whatsoever with respect to Optionee's work on and maintenance or study of the Property. Optionee agrees to indemnify and hold harmless DLBA, its departments, agencies, boards, commissions, officers, agents and employees from all claims, demands, actions, or liability for any property damage or personal injuries sustained by any person arising from or related to Optionee's access of the Property, or from any act or omission of Optionee in exercising its rights under this temporary license. Optionee will promptly pay and/or reimburse DLBA for any and all costs or expenses incurred in defending against an action arising out of Optionee's work on and maintenance of the Property or any activities of Optionee in connection with Section 8 of this Agreement. Optionee shall provide notice to and incorporate this indemnification provision in agreements with all employees, successors, assigns, agents and contractors working on the Property subject to this temporary license.

(e) **Insurance.** Optionee must obtain general liability insurance that provides full coverage for DLBA, its successors and assignees for all claims, demands, actions, suits, judgments and settlements for bodily injury or property damage arising out of Optionee's work on and maintenance of the Property. Optionee will maintain minimum policy limits in the amount of \$500,000.00 per occurrence for property damage, and \$1,000,000.00 per occurrence for bodily injury, with a \$2,000,000.00 aggregate. Within 30 days of the Effective Date, Optionee will provide DLBA a certificate of insurance listing DLBA as an additional insured. The insurance policy must provide that it may not be modified, cancelled, or allowed to expire without 30 days prior written notice to DLBA. At any time during the term of this temporary license, DLBA may request proof of insurance coverage from Optionee. Optionee will reimburse DLBA for any and

all costs, expenses, and insurance premiums paid and/or incurred by DLBA due to Optionee's failure to maintain adequate insurance coverage.

**11. Integration; Modification.**

(a) This Agreement contains both DLBA's and Optionee's entire intentions and understandings in regard to the Property. This Agreement supersedes any prior agreements, whether written or oral.

(b) DLBA and Optionee may modify this Agreement only in a writing signed by both Parties. Any such modifications will become part of this Agreement by incorporation.

**12. Notice; Updates.** Except as otherwise expressly provided herein, all notices and communications hereunder must be in writing and will be deemed to have been given when either hand-delivered, sent by first class mail, sent by national overnight courier, or emailed.

Notice to Optionee should be sent to the address above set forth, [projects@detroitssound.org](mailto:projects@detroitssound.org), or another such other address or email as Optionee designates in writing to DLBA.

Notice to DLBA will be provided to the following or another such other address or email as DLBA designates in writing to Optionee:

Detroit Land Bank Authority  
Attn: Elena Luedy  
500 Griswold Street, Suite 1200  
Detroit, Michigan 48226  
[projects@detroitlandbank.org](mailto:projects@detroitlandbank.org)

**13. Assignments.**

(a) Optionee may not assign, transfer, convey, or pledge its rights or obligations under this Agreement or with respect to the Property without the prior written consent of DLBA, which consent DLBA may withhold in its sole discretion.

(b) If Optionee is not a natural person or persons, Optionee may not transfer 10% or more in the ownership or distribution of the ownership interests of the Optionee or with respect to the identity of the parties in control of the Purchaser.

**14. Miscellaneous.**

(a) **Severability.** If any one or more of this Agreement's provisions is/are held invalid or unenforceable in any respect, all other provisions will remain valid and enforceable as stated in this Agreement.

(b) **Captions.** The headings of the Sections and other subdivisions in this Agreement are for convenience only and shall not be used to construe or interpret the scope or intent of this Agreement or in any way affect the same.

(c) **Governing Law; Jurisdiction; Venue.** This Agreement is governed by applicable Michigan law. Optionee agrees, consents, and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action brought against it arising out of this Agreement. Optionee agrees that service of process at the address and in the manner specified above will be sufficient to put Optionee on notice. Optionee also agrees that it will not commence any action against DLBA because of any matter whatsoever arising out of or relating to the validity, construction interpretation, and enforcement of this Agreement, in any courts other than those in the Wayne County, Michigan.

(d) **Binding Effect.** This Agreement will be binding on the heirs, devisees, legal representatives, claimants, successors, and assignees of the Parties.

(e) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original document but together shall constitute one instrument.

(f) **Waiver.** No waiver by either Party of any of its rights or remedies hereunder or otherwise will be considered a waiver of any other subsequent right or remedy. Except as expressly provided herein, no waiver by either Party of any of its rights or remedies hereunder or otherwise will be effective unless such waiver is evidenced in a written instrument executed by the waiving Party.

(g) **Dates.** If any date herein set forth for the performance of any obligations of DLBA or Optionee, or for the delivery of any instrument or notice as herein provided, should be on a Saturday, Sunday, or legal holiday, the compliance with such obligations (or such delivery, as the case may be) will be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

**[Signatures begin on the next page]**

The Detroit Land Bank Authority and Detroit Sound Conservancy have caused this Option to Purchase and Develop and Agreement to Maintain Property to be executed as of the Effective Date.

**DETROIT LAND BANK AUTHORITY**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jeanne Hanna  
Director, Real Estate, Sales and Marketing

**DETROIT SOUND CONSERVANCY**

Dated: 7/6/2023

By:  Alyson Jones Turner

Name: Alyson Jones Turner

Title: Vice President Detroit Sound Conservancy

Signature page 1 of 1 of the Option to Purchase and Develop and Agreement to Maintain Property between DLBA and Detroit Sound Conservancy for 6532 Whitewood

## OPTION EXHIBIT I

### The Property

E WHITEWOOD Lot 340 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30  
IRREG

Parcel ID: 16011645.

Commonly known as 6532 Whitewood, Detroit, MI

**[Remainder of page intentionally left blank]**

**OPTION EXHIBIT II**

**PURCHASE AGREEMENT**

(See attached)

## PURCHASE & DEVELOPMENT AGREEMENT

This Purchase & Development Agreement (this "**Agreement**") is entered by and between the Detroit Land Bank Authority, a Michigan public body corporate, whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan 48226 ("**DLBA**"), and Detroit Sound Conservancy, a Michigan nonprofit corporation whose address is 440 Burroughs; Suite 195, Detroit, Michigan 48202 ("**Purchaser**"), as of the Effective Date. The "**Effective Date**" of this Agreement will be the date of the last signature set forth below. DLBA and Purchaser are referred to from time to time in this Agreement individually as a "**Party**" and, together, as the "**Parties**."

1. **Property Description; Sale.** DLBA will sell and Purchaser will purchase real property located in the City of Detroit, County of Wayne, and State of Michigan, the legal description of which is attached to this Agreement as Exhibit A (the "**Property**"), in accordance with the terms and conditions of this Agreement.

2. **Purchase Price; Deposit; Taxes.**

(a) **Purchase Price.** The purchase price for the Property is \$1,218.00 (the "**Purchase Price**"). Purchaser will pay the Purchase Price in full at the time of closing on the sale of the Property (the "Closing"), less the amount of the Deposit (as defined in Subsection (b)) and the Discount (as defined below).

(b) **Earnest Money Deposit.** DLBA acknowledges that Purchaser has made an earnest money deposit in the amount \$ 487.20 (the "**Deposit**"), and that this Deposit will be either (i) applied to the Purchase Price at Closing; or (ii) retained by DLBA as expressly set forth in this Agreement.

(c) **Discount.** Purchaser is eligible for a discount (the "**Discount**") reducing the Purchase Price by 20%. The Discount, totaling \$ 243.60, will be applied at Closing.

(d) **Taxes and Other Charges.** Purchaser will be responsible for paying any outstanding taxes, solid waste fees, water and sewer charges, or other recorded lien charges assessed against the Property prior to the Closing.

3. **Right of Entry.** DLBA grants Purchaser a temporary license allowing access to the Property to Purchaser and its employees, agents, contractors, or partners beginning on the Effective Date and ending on the earlier of the date of Closing or termination of this Agreement to permit ingress, egress, and maintenance of the Property as well as to inspect the Property and to make engineering and environmental tests and studies as may be required or necessary for Purchaser to determine the feasibility of any proposed use, including but not limited to soil boring and bearing tests and detailed surveying activities and such environmental due diligence as Purchaser deems reasonably appropriate, provided such work does not unreasonably interfere with demolition or site improvement activities of DLBA or the business use of any tenant in possession. DLBA agrees to deliver prior notice to Purchaser of any such planned demolition or site improvement activities and notify Purchaser of any tenants in possession of the Property or any part thereof. All such

testing will be done at the risk and expense of Purchaser. Purchaser will not use the Property for any other purpose or use except to secure, maintain, or study the Property as set forth above. To the extent permitted by law, DLBA assumes no liability or responsibility whatsoever with respect to Purchaser's work on and maintenance or study of the Property. Purchaser agrees to indemnify and hold harmless DLBA, its departments, agencies, boards, commissions, officers, agents and employees from all claims, demands, actions, or liability for any property damage or personal injuries sustained by any person arising from or related to Purchaser's access of the Property, or from any act or omission of Purchaser in exercising its rights under this temporary license. Purchaser will promptly pay and reimburse DLBA for any and all costs or expenses incurred in defending against an action arising out of Purchaser's work on and maintenance of the Property or any activities of Purchaser in connection with this temporary license unless caused by DLBA's (or any of its departments', agencies', boards', commissions', officers', agents' and employees') gross negligence or willful misconduct. Purchaser will provide notice to and incorporate this indemnification provision in agreements with all employees, successors, assigns, agents and contractors working on the Property subject to this temporary license. Purchaser must obtain general liability insurance that provides full coverage for DLBA, its successors and assignees for all claims, demands, actions, suits, judgments, and settlements for bodily injury or property damage arising out of Purchaser's work on and maintenance of the Property with minimum policy limits in the amount of \$500,000.00 per occurrence for property damage, and \$1,000,000.00 per occurrence for bodily injury, with a \$2,000,000.00 aggregate. Within 10 days after the Effective Date, Purchaser will provide DLBA a certificate of insurance listing DLBA as an additional insured. The insurance policy must provide that it may not be modified, cancelled, or allowed to expire without 30 days prior written notice to DLBA (provided, however, if Purchaser's insurance provider or policy does not provide for such notice, then in lieu of such notice from the insurer, Purchaser covenants to provide such notice to DLBA). At any time during the term of this temporary license, DLBA may request proof of insurance coverage required under this Section from Purchaser. Purchaser will reimburse DLBA for any and all costs, expenses, and insurance premiums paid or incurred by DLBA due to Purchaser's failure to maintain insurance coverage required under this Section.

4. **Maintenance of Property.** Beginning on the Effective Date and until Closing, Purchaser will secure and maintain the Property by: (i) clearing the Property of trash and debris and continuing to remove such trash and debris as needed; (ii) ensuring that the grass is neatly edged and does not exceed 8 inches in height; (iii) trimming all trees, shrubs, and other plant life as needed; and (iv) maintaining all sidewalks and other paved portions of the Property clear of snow and ice in a manner that makes it safe for pedestrians and within the timeframe currently required under City regulations.

5. **Title.** DLBA will deliver an updated commitment for an owner's policy of title insurance from a title company as soon as practicable after the Effective Date. In the event one or more exceptions which were not identified prior to the Effective Date are identified and such exceptions could reasonably inhibit Purchaser's ability to complete implementation of the

Purchaser's intended use (each, a "**Later Identified Exception**"), Purchaser will deliver notice identifying the Later Identified Exception(s) and the DLBA will promptly file and litigate a quiet title action in the Circuit Court of Wayne County, Michigan to materially remove any such identified Later Identified Exception. DLBA will be responsible for all costs and fees associated with a quiet title action to remove a Later Identified Exception. Any deadline for Closing in the Purchase Agreement will be tolled until 30 days after the completion of the final such quiet title action. In the event (a) that DLBA is unable to file a quiet title action within 30 days of notification that an Later Identified Exception has been identified or (b) the quiet title action is unsuccessful in removing the Later Identified Exception, Purchaser may (C) deliver a notice of its election to terminate to DLBA, whereupon the Deposit will be returned to Purchaser in full, and this Agreement will thereupon terminate or (d) request a reasonable reduction in the Purchase Price commensurate with the loss of value associated with the Later Identified Exception.

6. **Financing.** DLBA may, at its sole discretion, subordinate or assign its interests in the Property to assist Purchaser in obtaining any financing necessary for Purchaser to purchase the Property. Any such subordination or assignment agreement must be acceptable to DLBA, and DLBA has the complete discretion to make changes to its terms or to reject it for any reason.

7. **Closing.**

(a) **Time and Place of Closing.** DLBA and Purchaser will close the transaction under this Agreement within 30 days after the Effective Date, on a date mutually agreed to by the Parties. The Closing will take place after satisfaction of the conditions to Closing as specified in this Section.

(b) **Quit Claim Deed.** DLBA will convey its interest in the Property to Purchaser through a Quit Claim Deed (the "**Deed**"), substantially in the form attached to this Agreement as Exhibit B. Purchaser waives all warranties pertaining to the Property's condition and takes the Property "AS IS, WHERE IS, WITH ALL FAULTS," as described in Section 10.

(c) **Requirements.** DLBA's obligation to effect a Closing hereunder will be subject to the fulfillment by Purchaser of each of the following conditions precedent:

(i) **Resolution of Purchaser's Authority.** Purchaser will furnish to DLBA a certified copy of a resolution satisfactory to DLBA in form and substance, duly adopted by the Board of Directors or governing body of Purchaser, or an authorized vote of the partners, members or joint venturers, authorizing the execution, delivery, and performance of this Agreement and all other documents and actions contemplated hereunder. Purchaser will also furnish to DLBA an incumbency certificate, executed by the corporate secretary of Purchaser, identifying the officers of Purchaser.

(ii) **Purchaser's Reconveyance Deed.** Purchaser will execute a Reconveyance Deed that reconveys the Property to DLBA (the "**Reconveyance Deed**"), in substantially the form attached to this Agreement as Exhibit C and will deliver such Reconveyance Deed to DLBA at Closing.

(iii) **No Delinquent Taxes.** Purchaser and Purchaser's affiliates will not own or control any properties in the City of Detroit which have a delinquent property tax balance. In the event Purchaser is in good faith contesting any amount due, Purchaser may, in lieu of paying said amount, deposit said amount in an escrow account which will be disbursed upon the resolution of the dispute.

(iv) **Proof Of Funds.** Purchaser will deliver a commercially reasonable estimate of costs and expenditures required to complete the Project(s), as defined in Appendix 1, together with documentation of commercially reasonable financial resources sufficient to complete the Project.

(v) **Documents and Legal Matters.** All documents reasonably requested by DLBA will have been submitted to DLBA and will be satisfactory in form and content as determined by DLBA.

(vi) **Payment of Purchase Price and Closing Costs.** Purchaser will have tendered payment of the Purchase Price and the Closing costs payable by Purchaser.

(vii) **No Default.** There will exist no uncured Event of Default (as defined below) by Purchaser under this Agreement.

(d) **Payment of Expenses.** Purchaser will also pay the following expenses at Closing:

(i) any outstanding taxes, solid waste fees, water and sewer charges, or other recorded lien charges assessed against the Property prior to the Closing.

(ii) costs related to filing of the Real Property Transfer Affidavit, if any;

(iii) the title company's closing and escrow fees; if any; and

(iv) any title insurance premiums or other costs to issue a title policy and any endorsements thereto required by Purchaser.

8. **DLBA Tax Distribution.** Purchaser acknowledges that DLBA is entitled to the distribution of an amount equal to 50% of the property taxes collected on the property for the 5 tax years subsequent to transferring ownership of the Property. The tax distribution may be incompatible with tax abatements and lot combinations that are otherwise available to Purchaser and could prevent Purchaser from obtaining such abatements or lot combinations unless waived. DLBA will waive its right to the tax distribution for purchasers seeking such tax abatements or lot combinations in exchange for a payment in addition to the Purchase Price. The waiver may be granted at Closing or any time thereafter upon payment by Purchaser.

9. **Site Plans.**

(a) **Site Plans.** Copies of all plans submitted as part of the Design Package review as required by the Option to Purchase and Develop and Agreement to Maintain Property executed by the Parties, and any additional plans, drawings, specifications, related documents, and

construction progress schedule respecting the Project (collectively, the "**Site Plans**") submitted to and approved by any city, state, federal, or other governmental unit (collectively, the "**Governmental Authorities**") prior to the recording of the Release of Interest will be delivered to DLBA within 7 days of approval by the relevant Governmental Authorities. Such Site Plans will be incorporated into this document as part of Exhibit E. In the event that any items approved and incorporated as Site Plans conflict, items approved by the Planning Department will be considered controlling.

(b) **Modification of Plans.** Any material change to the Site Plans will require written acceptance from DLBA prior to implementation. If Purchaser desires to make any material change in the Site Plans after the Effective Date, Purchaser will submit the proposed change to the DLBA for its acceptance. It will be within the DLBA's sole determination to accept or reject such change. In the event of a dispute with respect to what constitutes a material change, DLBA's reasonable determination will control.

(c) **Other Approvals.** Acceptance by DLBA of the Site Plans is in addition to any approvals by BSEED (or other agencies or departments) for building permits, use permits, certificates of occupancy, and other permits whether required by other City of Detroit departments and agencies or otherwise. Purchaser will be responsible for obtaining said permits and approvals.

10. **Property Condition and Indemnification.** DLBA hereby disclaims any warranty, guaranty or representation, express or implied, oral or written, past, present, or future, of, as to or concerning (a) the condition or state of repair of the Property, or the suitability thereof for any purpose; (b) the extent of any right-of-way, lease, possession, lien, encumbrance, easement, license, reservation, or condition in connection with the Property; (c) the compliance of the Property with any applicable laws, ordinances, or regulations of any government or other body, including, without limitation, compliance with any land use or zoning law or regulation, or applicable environmental, rules, ordinances, or regulations; (d) title to or the boundaries of the Property; and (e) the physical condition of the Property, including, without limitation, the environmental condition of the Property and the structural, mechanical, and engineering characteristics of the improvements to the Property. The sale of the Property will be on an "AS IS, WHERE IS, WITH ALL FAULTS" basis. Purchaser expressly acknowledges and agrees that DLBA makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, habitability, merchantability, or fitness for a particular purpose, with respect to the Property, and Purchaser hereby expressly waives and releases any such warranty or representation. Purchaser will buy the Property based on its own investigations, and, by accepting title to all or part of the Property, acknowledges that it has conducted such investigations as it has deemed necessary or advisable. Purchaser will indemnify and hold DLBA and each of its officers, employees, agents, and affiliates, and the successors, assigns, heirs, and legal representatives of each of the foregoing (collectively, the "DLBA Indemnified Parties") free and harmless from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and court costs incurred in

connection with the enforcement of this indemnity) related to, resulting from, or in any way arising out of the physical condition of the Property or the ownership or operation of the Property prior to, on, and after Closing. Purchaser's indemnification obligations set forth in this Section will survive Closing and will not be merged with the Deed.

**11. Limitation of Liability.** Purchaser understands and acknowledges that DLBA has acquired the Property through foreclosure or similar process, DLBA has never occupied the Property, and DLBA has little or no direct knowledge about the physical condition of the Property. Purchaser agrees that Purchaser is buying the Property "as is" (as more fully set forth in Section 10 of this Agreement).

**Notwithstanding any provision to the contrary in this Agreement, DLBA's liability and Purchaser's sole and exclusive remedy in all circumstances and for all claims arising out of or relating in any way to the Agreement or the sale of the Property to Purchaser will be limited to no more than the Purchase Price. Purchaser agrees that DLBA will not be liable under any circumstances for any special, consequential, or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability), or any other legal or equitable principle, theory, or cause of action arising out of or related in any way to any claim relating to this Agreement or the transfer of the Property to Purchaser, including the condition of the title.**

**12. Inspections by Purchaser.** By executing this Agreement, Purchaser acknowledges and confirms that it is not relying on any information provided or to be provided on behalf of DLBA or any statement, representation, or other assertion made by DLBA or its employees or agents with respect to the Property. All testing, inspections, and investigations will be conducted at Purchaser's sole cost and expense and Purchaser hereby indemnifies DLBA, and holds DLBA harmless against any loss, costs, damage, or expenses arising out of such testing, inspections, and investigation performed by Purchaser, its agents, employees, independent contractors, or assignees.

**13. Representations and Warranties of Purchaser.** To induce DLBA to enter into this Agreement, Purchaser makes the following representations and warranties, which will be true and correct on the date of Closing:

(a) Purchaser is authorized and permitted to enter into this Agreement and to perform all covenants and obligations of Purchaser hereunder and Purchaser's right to execute this Agreement is not limited by any other agreements. The execution and delivery of this Agreement, the consummation of the transaction described herein and compliance with the terms of this Agreement will not conflict with, or constitute a default under, any agreement to which Purchaser is a party or by which Purchaser is bound or violate any regulation, law, court order, judgment, or decree applicable to Purchaser. This Agreement is legally binding on and enforceable against Purchaser in accordance with its terms.

(b) There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings under the Bankruptcy Code, 11 U.S.C. §101, et seq., or under any other debtor relief laws pending or threatened against Purchaser.

(c) If Purchaser is not a natural person or persons, Purchaser has been duly organized, is validly existing and is in good standing in the jurisdiction in which it was formed, and is qualified to do business in the State of Michigan. This Agreement is, and all documents executed by Purchaser and delivered to DLBA at the Closing will be duly authorized, executed, and delivered by Purchaser.

(d) No other action by Purchaser; no consent, approval, order, or authorization of any person or entity that is not a party to this Agreement; and no permit, consent, approval, declaration, or filing with any governmental authority is required for Purchaser to execute and deliver this Agreement or perform the transaction contemplated herein.

(e) Neither Purchaser nor any Affiliate (as defined below) has material unresolved blight or building code violations under the Detroit City Code.

(f) Neither Purchaser nor any Affiliate has been awarded another property by DLBA and then failed to (i) make the deposit on time; (ii) close the purchase on time; or (iii) satisfy the requirements to rehabilitate and have the property occupied on time.

The representations and warranties of Purchaser set forth above and elsewhere in this Agreement will survive Closing for a period of 2 years (the "**Survival Period**"), provided that if Purchaser is granted any extensions of time under Section 15, then the Survival Period will also automatically be extended for the same period. If DLBA determines during the Survival Period that Purchaser was in breach of any of Purchaser's representations and warranties in this Agreement as of Closing, DLBA will have the right to retain the proceeds from the sale of the Property as liquidated damages and to pursue any of DLBA's remedies set forth in Section 17. Notwithstanding anything to the contrary, the Survival Period will end immediately upon DLBA's recording of the Release of Interest, as defined below, for each Property.

For purposes of this Agreement, "**Affiliate**" means any other person or entity: (i) in which Purchaser has an ownership interest or (ii) that, directly or indirectly, controls, is controlled by, or is under common control with Purchaser; for the purposes of this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the person or entity in question, whether by the ownership of voting securities, contract, or otherwise.

14. **Affirmative Covenants.** Purchaser covenants and agrees that until the Release of Interest is recorded for each Property it will:

(a) **Maintenance of Business Existence.** Continue to engage in business of the same general type as now conducted and do all things necessary to preserve, renew, and keep in full force and effect its limited liability company and rights and franchises necessary to continue

such business and preserve and keep in force and effect all licenses and permits necessary for the proper conduct of its business.

(b) **Notification of Defaults.** Promptly notify DLBA of any Default under or pursuant to this Agreement, whether or not any requirement of notice or lapse of time, or both, or any other condition has been satisfied or has occurred.

(c) **Notification Relating to Development Lender.** Promptly notify DLBA of any refusal by its development lender, if any, to make a requested advance, any demands for escrow amounts under deficiency clauses, any declaration that default has occurred, or declaration that development stage specifications for the Project are unacceptable.

(d) **Access to Records and Premises.** Permit DLBA to inspect and make and take away copies of any and all of its records relative to this Agreement. Purchaser will permit DLBA and its agents, its investigators, or law enforcement officials to inspect the Property, without notice, until completion of the Project (as defined in Appendix 1) to verify compliance with Purchaser's obligations under this Agreement.

(e) **Compliance with Laws, Ordinances, or other Regulations.** Comply with and will require all consultants, contractors, subcontractors, or any other party engaged by Purchaser and the agents and employees of said parties engaged by the Purchaser to undertake any of the activities associated with the performance of this Agreement to comply with all applicable laws, ordinances, or other regulations imposed by any governmental authority. Purchaser will require as part of any contracts issued in connection with this Agreement that any consultant, contractor, subcontractor, or any other party engaged by Purchaser will comply with all such applicable laws, ordinances, and regulations.

(f) **Further Information.** Promptly furnish DLBA from time to time such other information regarding its operations, business affairs, and financial condition concerning this Agreement that DLBA may reasonably request.

(g) **Further Assurances.** Upon request, execute and deliver, or cause to be executed and delivered, such further instruments, and do or cause to be done such further acts, as may be reasonably necessary or proper to carry out the intent and purpose of this Agreement.

15. **Purchaser's Obligation to Return the Property to Productive Use.**

(a) Purchaser will complete the development of the Property according to the terms set forth in Appendix 1 attached to this Agreement.

(b) When Purchaser considers all work on a Project to be complete, it will so notify DLBA. DLBA will thereafter make or cause to be made such inspection or, at DLBA's election, request that Purchaser provide any further documentation of completion of the Project. Upon DLBA's determination that the Project is complete, DLBA will record with the Wayne County Register of Deeds a Release of Interest, substantially in the form attached to this Agreement as Exhibit D (each a "**Release of Interest**"), which will be conclusive acknowledgment

by DLBA of Purchaser's satisfaction of its obligations under this Section. If DLBA determines the Project is not complete, DLBA will so notify Purchaser in writing indicating in what respects Purchaser has failed to implement the Project or is otherwise in default, and what measures and acts Purchaser will take or perform to cure such nonconformity or default. Purchaser will thereafter promptly complete the Project.

(c) If Purchaser cannot timely complete a Project, but has made measurable progress and exercised diligence in working to do so, Purchaser may apply to DLBA, in writing and no later than 30 days prior to the required Project completion date, for an extension, and in such writing Purchaser will explain the reasons that the extension is required and provide an estimate of the revised completion date. In DLBA's reasonable discretion, DLBA may grant Purchaser extensions of 90 days to complete the work or declare the Purchaser in default. Each 90-day extension request, if approved, will be granted in exchange for \$250.00.

#### 16. **Defaults and Events of Default.**

(a) **Default by Purchaser.** The occurrence of any one or more of the following events will constitute a **Default** of this Agreement by Purchaser:

(i) Purchaser fails to complete the Project or otherwise report progress on implementation as specified by this Agreement.

(ii) Purchaser fails to pay real estate taxes or assessments or any part thereof on the Property when due, or places any encumbrance unauthorized by this Agreement, or suffers any levy or attachment to be made, or any materialman's, mechanic's, or construction lien or any other unauthorized encumbrance to attach.

(iii) Purchaser violates any of the terms and conditions of this Agreement, except as otherwise provided in this Section.

(iv) Purchaser closes on the acquisition of more than nine parcels from DLBA within any 365-day period without approval from the Detroit City Council prior to the Release of Interest being recorded.

(v) Any transfer of all or any part of the Property or of any right or interest in all or any part of the Property in violation of Section 22.

(vi) If Purchaser is not a natural person or persons, any change of 10% or more in the ownership or distribution of the ownership interests of the Purchaser or with respect to the identity of the parties in control of the Purchaser.

(vii) Purchaser admits in writing its inability to pay its debts generally as they become due, or Purchaser ceases to conduct business in the normal course by reason of any of the following: (i) the making by Purchaser of any general arrangement or general assignment for the benefit of creditors; (ii) Purchaser becoming a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto unless, in the case of a petition filed against Purchaser, the same is dismissed within 60 days; (iii) the appointment of a trustee or receiver to take possession of

substantially all of Purchaser's assets located at the Property or of Purchaser's interest in this Agreement, where possession is not restored to Purchaser within 60 days; (iv) the attachment, execution, or other judicial seizure of substantially all of Purchaser assets located at the Property or of Purchaser's interest in this Agreement, where such seizure is not discharged within 60 days; or (v) its voluntary or involuntary dissolution;

(b) **Failure to Cure Default.** Any such Default by Purchaser as set forth in Section 16(a)(i)-(iii) and Purchaser's failure to cure such Default within 30 days after written demand by DLBA to correct said Default will be deemed to constitute an ***Event of Default***. In the event Purchaser is in good faith contesting any amount due under Section 16(a)(ii), the Purchaser may, in lieu of paying said amount, deposit said amount in an escrow account which will be disbursed upon the resolution of the dispute, or if the amount relates to a construction lien, the Purchaser may bond over the lien in the manner prescribed by law. Any Default pursuant to Section 16(a)(iv)-(vii) are hereby deemed to be material, non-curable ***Event of Default*** without the necessity of any notice by DLBA to Purchaser thereof. DLBA may, in its sole discretion, waive in writing any Default or Event of Default by the Purchaser.

17. **DLBA's Remedies upon Purchaser's Default.** Upon an Event of Default, DLBA may seek any and all of the following as its remedies.

(a) DLBA will have the right to terminate this Agreement by providing written notice of termination to Purchaser and to retain the Purchase Price as liquidated damages. DLBA and Purchaser agree that (i) it would be impractical and extremely difficult, if not impossible, to fix actual damages that would be suffered by DLBA as a result of a breach of this Agreement by Purchaser; and (ii) the aforesaid liquidated damages are a fair and reasonable amount to be retained by DLBA as agreed and liquidated damages in light of DLBA's removal of the Property from the market and the costs incurred by DLBA and will not constitute a penalty or a forfeiture.

(b) for one, several, or all of the Properties for which a Release of Interest has not been recorded (each, an "***Unreleased Property***") record the Reconveyance Deed at the Wayne County Register of Deeds Office, reconveying ownership of the Property back to DLBA;

(c) take immediate possession of the Unreleased Properties;

(d) enter and secure the Unreleased Properties;

(e) remove all occupants and personal belongings from within the Unreleased Properties;

(f) take immediate ownership of all improvements and fixtures intended to be permanently attached to the Unreleased Properties; and

(g) offer the Unreleased Properties for sale to other prospective purchasers, whether by auction or otherwise, or hold the Unreleased Properties.

Purchaser will indemnify and hold the DLBA Indemnified Parties free and harmless from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable

attorneys' fees and court costs incurred in connection with the enforcement of the indemnity) related to, resulting from, or in any way arising out of DLBA exercising its remedial rights under the Reconveyance Deed and this Agreement.

18. **Brokerage.** If Purchaser has employed a broker or real estate agent in connection with the transactions contemplated by this Agreement, Purchaser agrees to indemnify, defend, and hold DLBA harmless from and against any claims for real estate broker's fees or any compensation sought by a broker or real estate agent employed by Purchaser in connection with the transactions contemplated by this Agreement unless otherwise agreed in writing.

19. **DLBA Authority.** DLBA has full power and authority to enter into this Agreement and to perform all its obligations hereunder, and has taken all action required by law, its governing instruments, or otherwise to authorize the execution, delivery, and performance of this Agreement and all the deeds, agreements, certificates, and other documents contemplated herein.

20. **Notice; Updates.** Except as otherwise expressly provided herein, all notices and communications hereunder must be in writing and will be deemed to have been given when either hand-delivered, sent by first class mail, sent by national overnight courier, or emailed.

Notice to Purchaser should be sent to the address above set forth, [projects@detroitssound.org](mailto:projects@detroitssound.org), or another such other address or email as Purchaser designates in writing to DLBA.

Notice to DLBA will be provided to the following or another such other address or email as DLBA designates in writing to Purchaser:

Detroit Land Bank Authority  
Attn: Elena Luedy  
500 Griswold Street, Suite 1200  
Detroit, Michigan 48226  
[projects@detroitlandbank.org](mailto:projects@detroitlandbank.org)

21. **Integration; Modification.**

(a) This Agreement contains both DLBA's and Purchaser's entire intentions and understandings in regard to the sale of the Property. This Agreement supersedes any prior agreements, whether written or oral.

(b) DLBA and Purchaser may modify this Agreement only in a writing signed by both Parties. Any such modifications will become part of this Agreement by incorporation.

22. **Assignment; Notification upon Transfer of Property.** Until Purchaser has completed its obligations under this Agreement and DLBA has confirmed such completion, Purchaser may not assign, transfer, convey, or pledge its rights or obligations under this Agreement or with respect to the Property without the prior written consent of DLBA, which consent DLBA may withhold in its sole discretion.

23. **Miscellaneous.**

(a) **Severability.** If any one or more of this Agreement's provisions is/are held invalid or unenforceable in any respect, all other provisions will remain valid and enforceable as stated in this Agreement.

(b) **Captions.** The headings of the Sections and other subdivisions in this Agreement are for convenience only and will not be used to construe or interpret the scope or intent of this Agreement or in any way affect the same.

(c) **Governing Law; Jurisdiction; Venue.** This Agreement is governed by applicable Michigan law. Purchaser agrees, consents, and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action brought against it arising out of this Agreement. Purchaser agrees that service of process at the address and in the manner specified above will be sufficient to put Purchaser on notice. Purchaser also agrees that it will not commence any action against DLBA because of any matter whatsoever arising out of or relating to the validity, construction interpretation, and enforcement of this Agreement, in any courts other than those in the Wayne County, Michigan.

(d) **Affiliates.** If any Affiliate of Purchaser will take any action, which, if done by Purchaser would constitute a breach of this Agreement, the same will be deemed a breach by Purchaser.

(e) **Binding Effect.** This Agreement will be binding on the heirs, devisees, legal representatives, claimants, successors, and assignees of the Parties.

(f) **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed to be an original document but together will constitute one instrument. The Parties agree that either Party may execute and deliver executed counterparts by facsimile or electronically imaged signatures and said executed counterparts will be binding and enforceable as if an original.

(g) **Waiver.** No waiver by either Party of any of its rights or remedies hereunder or otherwise will be considered a waiver of any other subsequent right or remedy. Except as expressly provided herein, no waiver by either Party of any of its rights or remedies hereunder or otherwise will be effective unless such waiver is evidenced in a written instrument executed by the waiving Party.

(h) **Dates.** If any date herein set forth for the performance of any obligations of DLBA or Purchaser, or for the delivery of any instrument or notice as herein provided, should be on a Saturday, Sunday, or legal holiday, the compliance with such obligations (or such delivery, as the case may be) will be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

**[Signatures begin on following page]**

The Detroit Land Bank Authority and Detroit Sound Conservancy have caused this Purchase & Development Agreement to be executed as of the Effective Date.

**DETROIT LAND BANK AUTHORITY**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jeanne Hanna  
Director, Real Estate, Sales and Marketing

**DETROIT SOUND CONSERVANCY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature page 1 of 1 of the Purchase & Development Agreement between DLBA and Detroit Sound Conservancy  
for 6532 Whitewood

## APPENDIX 1

Pursuant to and consistent with the terms of the Purchase & Development Agreement, Purchaser will timely complete all planned construction at the Property in accordance with the following terms and conditions (the "**Project**").

A. **Within 30 days of Closing**, Purchaser will provide photographs, receipts, or other evidence showing that Purchaser is maintaining the Property according to the following minimum requirements, provided that the weather does not otherwise prohibit such maintenance: (a) clearing the Property as needed of trash and debris and continuing to remove such trash and debris; (b) ensuring that the grass is neatly edged and does not exceed 8 inches; (c) trimming trees, shrubs, and other plant material as needed; and (d) clearing sidewalks and other paved portions of the property clear of snow and ice in a manner that makes it safe for pedestrians and within the timeframe currently required under City regulations.

Purchaser's maintenance obligations as to the Property will continue until DLBA records the Release of Interest after which point the premises of the Property will be maintained in a manner consistent with City regulations.

B. **Within 90 days after Closing, and at 90-day intervals until Project completion**, Purchaser will provide updated, documented progress and status information to DLBA, including, but not limited to photographs, receipts, or other evidence that the Property is being maintained according to the terms set forth in Subsection A; invoices or photographs evidencing the materials purchased to advance other work performed on the Property; and proof of progress toward implementation of the Project, such as plans, permits, drawings, specifications, or related documents respecting any improvements or landscaping.

C. **Within 180 days after Closing**, Purchaser will submit building permit applications sufficient to complete the Project (collectively, the "**Application**") to the City of Detroit Building, Safety Engineering and Environmental Department ("**BSEED**"). Purchaser will also forward a copy of the submitted Application to DLBA. If the Application substantially differs from Purchaser's DLBA purchase application, Purchaser must first obtain permission from DLBA prior to submitting the Application.

D. **Within 365 days after Closing**, Purchaser will deliver to DLBA a copy of the Certificate of Occupancy for the Application.

E. **Within 540 days after Closing**, Purchaser will deliver documentation that the project has been implemented substantially in accordance with the plans attached to this Agreement as Exhibit E and in compliance with all applicable laws, regulations, and government.

Purchaser will further provide DLBA with any additional reports upon request by DLBA, and will diligently respond to DLBA's requests for further information or documentation in follow-up to any report.

**[Remainder of page intentionally left blank]**

# **PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT A**

The Property

E WHITEWOOD Lot 340 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30  
IRREG

Parcel ID: 16011645.

Commonly known as 6532 Whitewood, Detroit, MI

**[Remainder of page intentionally left blank]**

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT B**

Quit Claim Deed

(see attached)

**QUIT CLAIM DEED**

The Detroit Land Bank Authority a Michigan public body corporate whose address is 500 Griswold, Suite 1200, Detroit, Michigan, 48226 ("**DLBA**"), quit claims to Detroit Sound Conservancy, a Michigan nonprofit corporation whose address is 440 Burroughs; Suite 195, Detroit, Michigan 48202 ("**Grantee**"), the following premises in the City of Detroit, Wayne County, Michigan:

E WHITEWOOD Lot 340 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 IRREG  
Parcel ID: 16011645.

Commonly known as 6532 Whitewood, Detroit, Michigan

together with all and singular the tenements, hereditaments, fixtures, and appurtenances of that property, for the full consideration of One Thousand Two Hundred Eighteen Dollars and No Cents (\$1,218.00). This conveyance is exempt from taxes pursuant to MSA 7.456(5)(h)(i); MCL 207.505(h)(i), MSA 7.456(26)(h)(i); MCL 207.526(h)(i).

**Notice of Deed Restriction**

This property is conveyed pursuant to a Purchase & Development Agreement between DLBA and Grantee (the "**Agreement**") and on the express condition that Grantee fulfill all the terms and conditions applicable to Grantee set forth in the Agreement. If Grantee fails to fulfill all the terms of the Agreement applicable to Grantee, DLBA will have the right to reconvey the property back to its ownership which will be evidenced by the recording of a deed to that effect. Upon Grantee fulfilling all the terms and conditions applicable to Grantee set forth in the Agreement, DLBA will record a release of interest (a "**Release of Interest**").

Until a Release of Interest is recorded, Grantee is restricted from transferring or encumbering this property without the prior written consent of DLBA. If, prior to a Release of Interest being recorded, Grantee transfers or encumbers this property without the prior written consent of DLBA, DLBA will have the right to reconvey the property back to its ownership by the recording of a reconveyance deed.

**DETROIT LAND BANK AUTHORITY**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Jeanne Hanna**  
**Director, Real Estate, Sales and Marketing**

STATE OF MICHIGAN     )  
  ) ss  
COUNTY OF \_\_\_\_\_)

This document was acknowledged, subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by Jeanne Hanna, Director, Real Estate, Sales and Marketing, Detroit Land Bank Authority.

\_\_\_\_\_  
*Signature of Notary*

\_\_\_\_\_  
*Printed name of Notary*

Notary Public, State of Michigan, County of: \_\_\_\_\_; Acting in the County of: \_\_\_\_\_

My commission expires: \_\_\_\_\_

When recorded return to and subsequent tax bills to: Detroit Sound Conservancy 440 Burroughs; Suite 195 Detroit, MI 48202	Drafted by: Robert G Spence Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226
--	---

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT C**

Reconveyance Deed

(see attached)

**QUIT CLAIM DEED**

Detroit Sound Conservancy, a Michigan nonprofit corporation whose address is 440 Burroughs; Suite 195, Detroit, Michigan 48202 ("**Grantor**"), quit claims to the Detroit Land Bank Authority, a Michigan public body corporate whose address is 500 Griswold, Suite 1200, Detroit, Michigan, 48226 ("**DLBA**"), the following described premises located in the City of Detroit, County of Wayne, and State of Michigan:

E WHITEWOOD Lot 340 BEECH HURST WM L HOLMES SUB L17 P40 PLATS, W C R 16/169 30 IRREG  
Parcel ID: 16011645.

Commonly known as 6532 Whitewood, Detroit, Michigan

together with all and singular the tenements, hereditaments, fixtures, and appurtenances of that property, for the full consideration of One Dollar (\$1.00). Such conveyance is in consideration of DLBA relinquishing its right to pursue an action based upon its right of reconveyance. This conveyance is exempt from taxes pursuant to MCL 207.505(a); MSA 7.456(5)(a), and MSA 7.456(26); MCL 207.526(a).

**DETROIT SOUND CONSERVANCY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

STATE OF MICHIGAN            )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

Title: \_\_\_\_\_

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_, \_\_\_\_\_ of Detroit Sound Conservancy.

\_\_\_\_\_  
*Signature of Notary*

\_\_\_\_\_  
*Printed name of Notary*

Notary Public, State of Michigan, County of: \_\_\_\_\_; Acting in the County of: \_\_\_\_\_

My commission expires: \_\_\_\_\_

When recorded return to and send subsequent tax bills to: Detroit Land Bank Authority; Attn: CEO 500 Griswold, Suite 1200 Detroit, Michigan 48226	Drafted by: Robert G Spence Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226
--	---

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT D**

Release of Interest

(see attached)



**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT E**

Site Plans

(To be incorporated following requisite approvals)

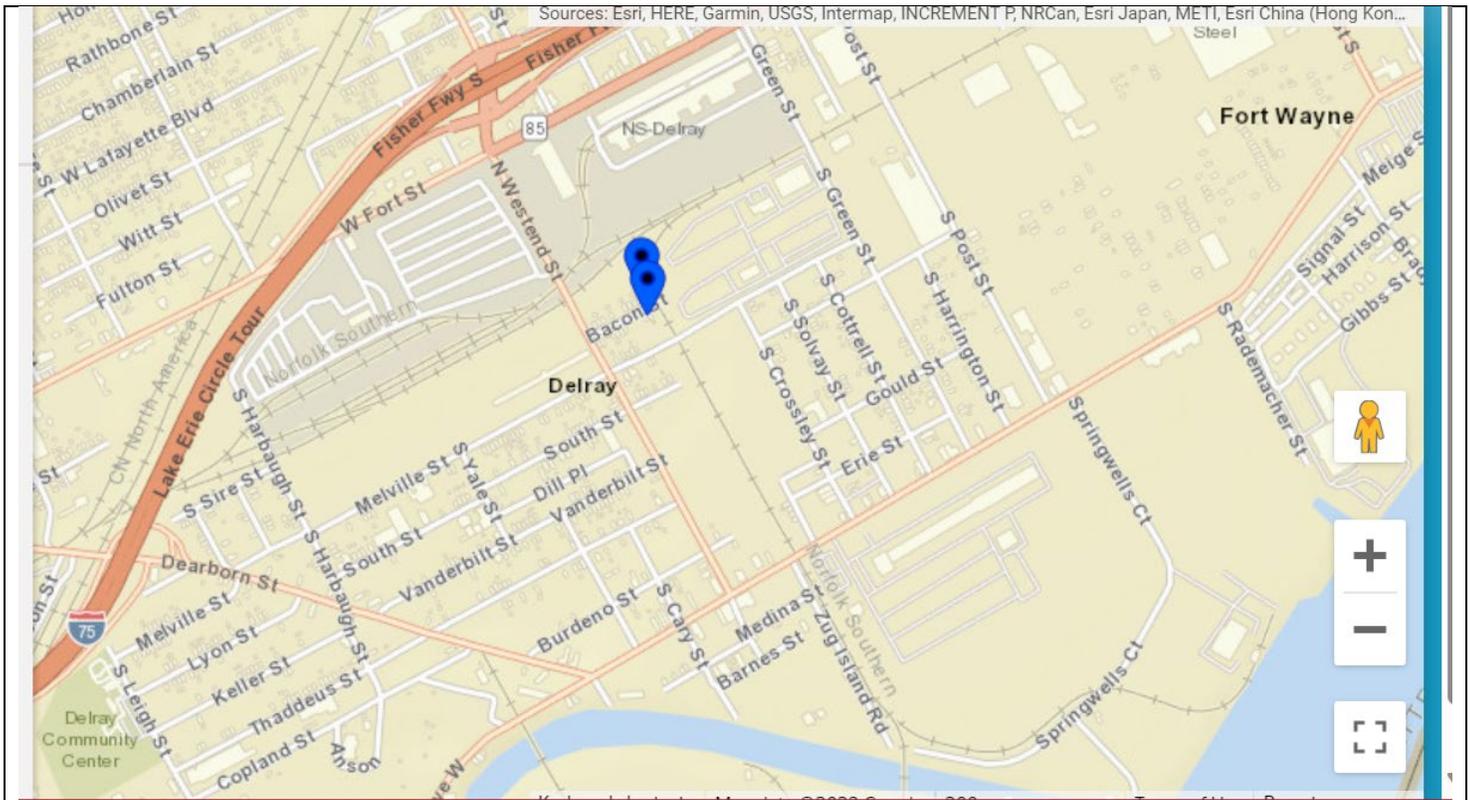
**09-14-2023**

RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO  
ENTER INTO AGREEMENTS WITH THE MICHIGAN  
DEPARTMENT OF TRANSPORTATION

### Detroit Land Bank Authority – Projects Deal Summary Sheet

<b>Project Name:</b> MDOT Gordie Howe Bridge		<b>Agreement Type:</b> PA	<b>CP/ED:</b> ED
<b>Principals:</b> Michigan Department of Transportation		<b>Resolution:</b> Yes	
<b>Properties included in sale:</b> 7817, 7806 Bacon St.			
<b>Adjacent Ownership:</b>			
<b>Price Per square foot:</b> \$.18		<b>Total Sq Ft of DLBA property included in sale:</b> 5,489	
<b>Sale Price:</b> \$1,000	<b>Discount:</b>	<b>Final Price:</b> \$1,000	
<b>5/50 Amount:</b>			
<b>Zoning:</b> M4	<b>Region:</b> Central	<b>City Council District:</b> 6	
<b>Neighborhood:</b> Delray		<b>DLBA Project Manager:</b> Martina Orange	
<b>Unresolved Inquiries?:</b> 0	<b># of Sales/Purchase Inquiries:</b> 0	<b>Marketing # of Offers:</b> N/A	

#### Project Map

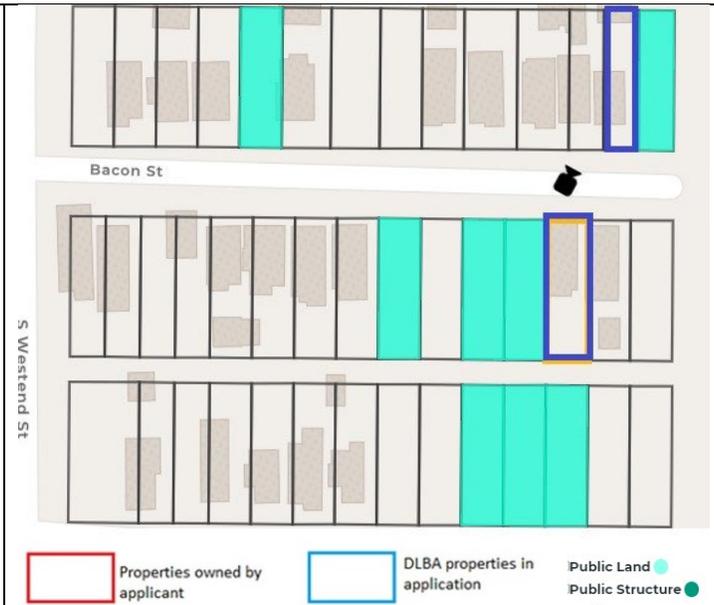


--	--



 Properties owned by applicant

 DLBA properties in application



**Project Summary:** MDOT would like to purchase the properties on Bacon St. for the Gordie Howe Bridge relocation. MDOT submitted Good Faith Offers for all properties.

Offer per property:

- 7817 Bacon St.- \$500
- 7806 Bacon St.- \$500 (MDOT to demolish structure)

**RESOLUTION NO. 09-14-2023**

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO AGREEMENTS WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION**

WHEREAS, the Detroit Land Bank Authority (the "DLBA") was created in order to assemble or dispose of vacant, tax foreclosed, and public property in a coordinated manner to foster the development of that property and to promote homeownership, neighborhood revitalization, and economic growth in the City of Detroit (collectively, "Revitalization"); and

WHEREAS, the City of Detroit develops and implements its programs and policies regarding Revitalization through certain City departments and agencies including, but not limited to, the Office of Jobs and Economic Development, the Planning and Development Department and the Housing and Revitalization Department (collectively, the "City Revitalization Offices"); and

WHEREAS, the DLBA desires to support the Revitalization programs and policies of the City Revitalization Offices, and to that end is willing to assist and cooperate with them to make property available for Revitalization projects and opportunities; and

WHEREAS, the Michigan Department of Transportation ("MDOT") is reconstructing parts of Interstate 94 in the City of Detroit (the "Project"), and as part of the Project, MDOT has requested to purchase the two properties (the "Properties") identified in the Good Faith Written Offers attached hereto as Exhibit A (the "Agreements") to facilitate the Project; and

WHEREAS, the DLBA staff believe the Agreements are necessary and appropriate, and recommend that the Board of Directors authorize the Chief Executive Officer to enter into the Agreements and sell the Property to Purchaser.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE DETROIT LAND BANK AUTHORITY, that the Chief Executive Officer is authorized to (1) negotiate, sign, and enter into an Agreement substantially in the form attached hereto as Exhibit A, on behalf of the Detroit Land Bank Authority with such changes as the Chief Executive Officer may deem necessary or appropriate in her sole discretion, so long as they do not substantially increase the liabilities imposed upon the Detroit Land Bank Authority, and (2) sell the Property to Purchaser, provided that this resolution is expressly subject to the condition that, pursuant to the Second Amended Memorandum of Understanding between the City of Detroit and the Detroit Land Bank Authority, prior to the transfer, the Detroit City Council authorizes the DLBA to transfer the Property if the transfer would result in more than nine parcels being transferred to a party during a twelve-month period.

The foregoing resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote was as follows.

Erica Ward Gerson  
Richard Hosey  
Miranda Morrow-Bartell

Patricia Pernell-Shelton  
Carol Walters

The undersigned thereupon declared the resolution duly passed and adopted this 26<sup>th</sup> day of September 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



STATE OF MICHIGAN  
**DEPARTMENT OF TRANSPORTATION**  
LANSING

GRETCHEN WHITMER  
GOVERNOR

PAUL C. AJEGBA  
DIRECTOR

**Good Faith Written Offer Letter**

12/19/2022

Detroit Land Bank Authority  
500 Griswold St, Ste 1200  
Detroit MI 48226

Re: Control Section 82194, JN 205923ROW, Parcel 5802

Dear Detroit Land Bank Authority:

The Michigan Department of Transportation (MDOT) has determined it necessary to acquire your property located at 7806 Bacon Street, Detroit, MI 48209(Property) for the Gordie Howe International

Bridge railspur relocation. MDOT is authorized to acquire your Property by purchase or condemnation. In accordance with state laws and federal regulations governing the acquisition of property by MDOT, this letter is MDOT's Good Faith Written Offer (GFO) to purchase your Property. A legal description of the Property that MDOT must acquire, is set forth in the attached Addendum.

MDOT has reviewed your Property as it relates to the needs of the project, had the Property appraised by an independent real estate appraiser, and determined the market value to be Zero Dollars (\$0.00). MDOT is offering to pay you a total of \$500 for the property or the property owner can receive \$3,500 which is the value of the vacant land if they agree to complete the demolition and removal of all debris from the Property, as required under the Uniform Condemnation Procedures Act (UCPA), MCL 213.51(i).

MDOT's GFO is based on the enclosed appraisal. The appraisal outlines the items for which you are entitled to be paid and is considered to be a part of the GFO. This appraisal is based on the facts known at this time, along with the state of the market and condition of the property as of the date of the appraisal. Please review all the materials carefully. If we missed anything that you believe to be significant to the amount of money you should be paid, please let us know in writing. MDOT will review items you identify in your written response and let you know if we will make any changes to its GFO. We are also available to discuss this offer with you to ensure that you understand all the documentation and we can answer whatever questions you may have related to this GFO and the Eminent Domain process.

Acceptance of Good Faith Written Offer

MDOT's GFO is for all property rights for all individuals and entities that may have a property interest in the parcel. If there is more than one person or entity with an interest in the Property, you can decide among yourselves how the proceeds of sale should be divided, or you can request a court to decide how to divide the payment.

Please note that as part of this offer, MDOT reserves the right to bring federal or state cost recovery actions against you (the present owners) and/or any other potentially responsible parties relating to any release of hazardous substances on the property. If you have any questions on this provision, please let us know.

If you agree and are willing to accept our offer, please sign and date below and return this letter and the W-9 form in the stamped self-addressed envelope provided. Your signature needs to be witnessed by someone and the witness needs to also sign and date this letter.

Thank you in advance for your consideration of our GFO and for your cooperation with MDOT on the acquisition of your Property. Please note that this offer is valid only until January 19, 2023, after which time MDOT may pursue a condemnation case if have not reached an agreement. If you have any questions about the project, this Good Faith Written Offer, your rights as a property owner, or any other issues, please contact me at 248-686-0305, ext. 7008.

Sincerely,

Lesya Sulla  
Right of Way Agent

Enclosures  
Acceptance of Good Faith Written Offer  
Addendum to GFO

Acceptance of Good Faith Written Offer

We, the undersigned owner(s), accept the Michigan Department of Transportation's (MDOT's) Good Faith Written Offer of Five Hundred Dollars (\$500.00) for the property detailed in the Addendum to MDOT's Good Faith Written Offer letter of December 19, 2022. We also agree to the terms of the Addendum.

Witness:	Date:	Property Owners:	Date:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CONTROL SECTION 82194	JOB NO. 205923ROW	PARCEL 5802	Detroit Land Bank Authority
-----------------------------	----------------------	----------------	--------------------------------

## ADDENDUM TO GOOD FAITH WRITTEN OFFER

*This information required by P.A. 286 of 1964*

+	NAME Detroit Land Bank Authority	NATURE OF INTEREST Owner
-	ADDRESS 7806 Bacon, Detroit MI 48209	TELEPHONE NUMBERS 313-974-6869

SEE ATTACHED LIST FOR ADDITIONAL OWNERS

Price	A	The owner(s) agree to sell the following described property to the Michigan Department of Transportation for the sum of <u>Five Hundred Dollars and Zero Cents</u> and to deliver to the Michigan Department of Transportation a warranty deed clear of all encumbrances subject only to easements and restrictions of record.
Title	B	The owner(s) agree not to sell, convey, mortgage, or otherwise encumber the title to the land or any part thereof, or to permit any act or deed to diminish the value of the following described land.
Taxes	C	The owner(s) agree to pay all real estate taxes due and payable at the time of closing. The owner(s) also agrees to pay any special assessment levied at the time of closing. The owner(s) also agrees to pay any personal property taxes due and payable at the time of closing including all jeopardy assessments filed at the time of closing. Ad-valorem real taxes will be prorated in accordance with the provisions of Act 288, P.A. 1966.
Improvements	D	This sale includes all buildings, structures, trees and other improvements on the property.
Occupancy	E	The Michigan Department of Transportation will become the owner of the property upon payment of the price listed above. The owner(s) shall have the right to occupy the improvements on the property for a period of <u>90</u> days after the closing. However, if the buildings become vacant subsequent to the acceptance of the Good Faith Offer, they will not be reoccupied.
Escrow Agent	F	The owners(s) agree that <u>First American Titl</u> will act as escrow agent in closing this sale. The escrow agent will deduct from the proceeds all sums necessary to satisfy and discharge all liens, encumbrances and taxes and secure and record the instruments sufficient to vest an unencumbered title in the name of the Michigan Department of Transportation, subject only to easements and restrictions of record.
Commitment	G	969156
Delayed Payment	H	The owner(s) agree to await a later refund of prorated prepaid ad-valorem taxes.
Minerals	I	Fluid Mineral and Gas rights are <input checked="" type="checkbox"/> included <input type="checkbox"/> not included.
Special Provisions	J	N/A

Any personal property or fixtures that have not been removed by the date of a Notice to Quit to be issued by MDOT will become the property of MDOT and will be removed by MDOT, it's contractors, or its agents. This does not apply to hazardous material.

**MDOT reserves its rights to bring federal or state cost recovery actions against the present owners, and any other potentially responsible parties, arising out of release of hazardous substances on the property.**

LEGAL DESCRIPTION See Page 2

PROPERTY TAX CODE W18I000324S

CONTROL SECTION 82194	JOB NUMBER 205923ROW	PARCEL 5802	NAME Detroit Land Bank Authority
--------------------------	-------------------------	----------------	-------------------------------------

Lands located in the City/Township of: Detroit County of: Wayne described as:  
 N BACON 47 RATHBONES SUB L12 P34 PLATS, W C R 18/20 25 X 100

**INSTRUCTIONS TO ESCROW AGENT**  
 Please Notify the following agents with closing details:  
 BUYER: MDOT - Dana Dumont, 517-243-7709, dumontd@michigan.gov  
 PROJECT MANAGER/ LAND AGENT: OR Colan - Jill Buterbaugh, 248-686-0305 ext.7001, jbuterbaugh@orcolan.com

FEE	\$500.00	OTHER	\$0
PA 367 & 439	\$0	OTHER	\$0
RELEASE OF DAMAGES	\$0	OTHER	\$0

PROPERTY TAX CODE W18I000324S			
CONTROL SECTION 82194	JOB NUMBER 205923ROW	PARCEL 5802	NAME Detroit Land Bank Authority



STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

GRETCHEN WHITMER  
GOVERNOR

PAUL C. AJEGBA  
DIRECTOR

**Good Faith Written Offer Letter**

12/19/2022

Detroit Land Bank Authority  
500 Griswold St, Ste 1200  
Detroit MI 48226

Re: Control Section 82194, JN 205923ROW, Parcel 5812

Dear Detroit Land Bank Authority:

The Michigan Department of Transportation (MDOT) has determined it necessary to acquire your property located at 7817 Bacon Street, Detroit MI 48209 (Property) for the Gordie Howe International

Bridge railspur relocation. MDOT is authorized to acquire your Property by purchase or condemnation. In accordance with state laws and federal regulations governing the acquisition of property by MDOT, this letter is MDOT's Good Faith Written Offer (GFO) to purchase your Property. A legal description of the Property that MDOT must acquire- is set forth in the attached Addendum.

MDOT has reviewed your Property as it relates to the needs of the project, had the Property appraised by an independent real estate appraiser, and determined the market value to be Five Hundred Dollars (\$500.00). MDOT is therefore offering to pay you the full appraised market value for your Property, as required under the Uniform Condemnation Procedures Act (UCPA), MCL 213.51(i).

MDOT's GFO is based on the enclosed appraisal. The appraisal outlines the items for which you are entitled to be paid and is considered to be a part of the GFO. The appraisal is based on the facts known at this time, along with the state of the market and condition of the property as of the date of the appraisal. Please review all the materials carefully. If we missed anything that you believe to be significant to the amount of money you should be paid, please let us know in writing. MDOT will review items you identify in your written response and let you know if we will make any changes to its GFO. We are also available to discuss this offer with you to ensure that you understand all the documentation and answer any questions you may have related to this GFO and the Eminent Domain process.

MDOT's GFO is for all property rights for all individuals and entities that may have a property interest in the parcel. If there is more than one person or entity with an interest in the Property, you can decide among yourselves how the proceeds of sale should be divided, or you can request a court to decide how to divide the payment.

Please note that as part of this offer, MDOT reserves the right to bring federal or state cost recovery actions against you (the present owners) and/or any other potentially responsible parties relating to any release of hazardous substances on the property. If you have any questions on this provision, please let us know.

If you agree and are willing to accept our offer, please sign and date below and return this letter and the W-9 form in the stamped self-addressed envelope provided. Your signature needs to be witnessed by someone and the witness needs to also sign and date this letter.

Thank you in advance for your consideration of our GFO and for your cooperation with MDOT on the acquisition of your Property. Please note that this offer is valid only until January 19, 2023. If you have any questions about the project, this GFO, your rights as a property owner, or any other issues, please contact me at 248-686-0305, ext. 7008.

Sincerely,

Lesya Sulla  
Right of Way Agent

Enclosures  
Acceptance of Good Faith Written Offer  
Addendum to GFO

### Acceptance of Good Faith Written Offer

We, the undersigned owner(s), accept the Michigan Department of Transportation's (MDOT's) Good Faith Written Offer of Five Hundred Dollars (\$500.00) for the property detailed in the Addendum to MDOT's Good Faith Written Offer letter of December 19, 2022. We also agree to the terms of the Addendum.

Witness:	Date:	Property Owners:	Date:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CONTROL SECTION 82194	JOB NO. 205923ROW	PARCEL 5812	NAME Detroit Land Bank Authority
-----------------------------	----------------------	----------------	--

## ADDENDUM TO GOOD FAITH WRITTEN OFFER

*This information required by P.A. 286 of 1964*

+	NAME Detroit Land Bank Authority	NATURE OF INTEREST Owner
-	ADDRESS 7817 Bacon, Detroit MI 48209	TELEPHONE NUMBERS 313-974-6869

SEE ATTACHED LIST FOR ADDITIONAL OWNERS

Price	A	The owner(s) agree to sell the following described property to the Michigan Department of Transportation for the sum of <u>Five Hundred Dollars and Zero Cents</u> and to deliver to the Michigan Department of Transportation a warranty deed clear of all encumbrances subject only to easements and restrictions of record.
Title	B	The owner(s) agree not to sell, convey, mortgage, or otherwise encumber the title to the land or any part thereof, or to permit any act or deed to diminish the value of the following described land.
Taxes	C	The owner(s) agree to pay all real estate taxes due and payable at the time of closing. The owner(s) also agrees to pay any special assessment levied at the time of closing. The owner(s) also agrees to pay any personal property taxes due and payable at the time of closing including all jeopardy assessments filed at the time of closing. Ad-valorem real taxes will be prorated in accordance with the provisions of Act 288, P.A. 1966.
Improvements	D	This sale includes all buildings, structures, trees and other improvements on the property.
Occupancy	E	The Michigan Department of Transportation will become the owner of the property upon payment of the price listed above. The owner(s) shall have the right to occupy the improvements on the property for a period of <u>90</u> days after the closing. However, if the buildings become vacant subsequent to the acceptance of the Good Faith Offer, they will not be reoccupied.
Escrow Agent	F	The owners(s) agree that <u>First American Titl</u> will act as escrow agent in closing this sale. The escrow agent will deduct from the proceeds all sums necessary to satisfy and discharge all liens, encumbrances and taxes and secure and record the instruments sufficient to vest an unencumbered title in the name of the Michigan Department of Transportation, subject only to easements and restrictions of record.
Commitment	G	969181
Delayed Payment	H	The owner(s) agree to await a later refund of prorated prepaid ad-valorem taxes.
Minerals	I	Fluid Mineral and Gas rights are <input checked="" type="checkbox"/> included <input type="checkbox"/> not included.
Special Provisions	J	N/A

Any personal property or fixtures that have not been removed by the date of a Notice to Quit to be issued by MDOT will become the property of MDOT and will be removed by MDOT, it's contractors, or its agents. This does not apply to hazardous material.

**MDOT reserves its rights to bring federal or state cost recovery actions against the present owners, and any other potentially responsible parties, arising out of release of hazardous substances on the property.**

LEGAL DESCRIPTION See page 2

PROPERTY TAX CODE W18I000299S

CONTROL SECTION 82194	JOB NUMBER 205923ROW	PARCEL 5812	NAME Detroit Land Bank Authority
--------------------------	-------------------------	----------------	-------------------------------------

Lands located in the City/Township of: Detroit County of: Wayne described as:

S BACON 51 RATHBONES SUB L12 P34 PLATS, W C R 18/20 30 X 100

**INSTRUCTIONS TO ESCROW AGENT**

Please Notify the following agents with closing details:

BUYER: MDOT - Dana Dumont, 517-243-7709, dumontd@michigan.gov

PROJECT MANAGER/ LAND AGENT: OR Colan - Jill Buterbaugh, 248-686-0305 ext.7001, jbuterbaugh@orcolan.com

FEE	\$500.00	OTHER	\$0
PA 367 & 439	\$0	OTHER	\$0
RELEASE OF DAMAGES	\$0	OTHER	\$0

PROPERTY TAX CODE W18I000299S

CONTROL SECTION 82194	JOB NUMBER 205923ROW	PARCEL 5812	NAME Detroit Land Bank Authority
--------------------------	-------------------------	----------------	-------------------------------------

**09-15-2023**

RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO  
ENTER INTO FIRST AMENDMENT TO FIRST AMENDED AND  
RESTATED BRIDGING NEIGHBORHOODS PROGRAM  
AGREEMENT

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO FIRST AMENDMENT TO FIRST AMENDED AND RESTATED BRIDGING NEIGHBORHOODS PROGRAM AGREEMENT**

WHEREAS, the Detroit Land Bank Authority (the "DLBA") was created in order to assemble or dispose of vacant, tax foreclosed, and public property in a coordinated manner to foster the development of that property and to promote homeownership, neighborhood revitalization, and economic growth in the City of Detroit (collectively, "Revitalization"); and

WHEREAS, the City of Detroit develops and implements its programs and policies regarding Revitalization through certain City departments and agencies including, but not limited to, the Office of Jobs and Economic Development, the Planning and Development Department and the Housing and Revitalization Department (collectively, the "City Revitalization Offices"); and

WHEREAS, the DLBA desires to support the Revitalization programs and policies of the City Revitalization Offices, and to that end is willing to assist and cooperate with them to make property available for Revitalization projects and opportunities; and

WHEREAS, in 2017 the DLBA and the City of Detroit (the "City") entered into a Bridging Neighborhoods Program Agreement (the "Original Agreement") pursuant to which the DLBA agreed to make available residential property to the City for use in a program that gives certain homeowners directly affected by the Gordie Howe International Bridge Project an opportunity to relocate to a renovated home elsewhere in the City; and

WHEREAS, in 2021 the DLBA and the City entered into a First Amended and Restated Bridging Neighborhoods Program Agreement (the "Amended and Restated Agreement") pursuant to which certain terms of the Original Agreement were modified and the term was extended to December 19, 2023; and

WHEREAS, the First Amendment to First Amended and Restated Bridging Neighborhoods Program Agreement negotiated between the DLBA and the City attached hereto as Exhibit 1 (the "First Amendment") amends the Amended and Restated Agreement to extend the term to June 30, 2025 and modify certain other terms; and

WHEREAS, the DLBA staff believe the First Amendment is necessary and appropriate, and recommend that the Board of Directors authorize the Chief Executive Officer to enter into the First Amendment.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE DETROIT LAND BANK AUTHORITY, that the Chief Executive Officer is authorized to negotiate, sign, and enter into a First Amendment to First Amended and Restated Bridging Neighborhoods Program Agreement substantially in the form attached hereto as Exhibit 1, on behalf of the Detroit Land Bank Authority with such changes as the Chief Executive Officer may deem necessary or appropriate in her sole discretion, so long as they do not substantially increase the liabilities imposed upon the Detroit Land Bank Authority.

The foregoing resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote was as follows

Erica Ward Gerson

Richard Hosey

Miranda Morrow-Bartell

Patricia Pernell-Shelton

Carol Walters

**RESOLUTION NO. 09-16-2023**

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH BONNIE TAYLOR**

WHEREAS, the Detroit Land Bank Authority (the "DLBA") was created in order to assemble or dispose of vacant, tax foreclosed, and public property in a coordinated manner to foster the development of that property and to promote homeownership, neighborhood revitalization, and economic growth in the City of Detroit (collectively, "Revitalization"); and

WHEREAS, the City of Detroit develops and implements its programs and policies regarding Revitalization through certain City departments and agencies including, but not limited to, the Office of Jobs and Economic Development, the Planning and Development Department and the Housing and Revitalization Department (collectively, the "City Revitalization Offices"); and

WHEREAS, the DLBA desires to support the Revitalization programs and policies of the City Revitalization Offices, and to that end is willing to assist and cooperate with them to make property available for Revitalization projects and opportunities; and

WHEREAS, Bonnie Taylor ("Purchaser") applied to purchase the properties identified in Exhibit A to Exhibit 1 attached hereto (collectively, the "Property") to acquire three connected residential units to use two as primary residences for family members and rent the third (the "Project"); and

WHEREAS, the Purchase & Development Agreement negotiated between the DLBA and Purchaser attached hereto as Exhibit 1 (the "Agreement") conditions sale of the Property on timely completion of the Project in a manner consistent with the applicable regulations; and

WHEREAS, the DLBA staff believe the Agreement is necessary and appropriate, and recommend that the Board of Directors authorize the Chief Executive Officer to enter into the Agreement and sell the Property to Purchaser.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE DETROIT LAND BANK AUTHORITY, that the Chief Executive Officer is authorized to (1) negotiate, sign, and enter into an Agreement substantially in the form attached hereto as Exhibit 1, on behalf of the Detroit Land Bank Authority with such changes as the Chief Executive Officer may deem necessary or appropriate in her sole discretion, so long as they do not substantially increase the liabilities imposed upon the Detroit Land Bank Authority, and (2) sell the Property to Purchaser.

The foregoing resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote was as follows.

Erica Ward Gerson

Richard Hosey

Miranda Morrow-Bartell

Patricia Pernell-Shelton

Carol Walters

The undersigned thereupon declared the resolution duly passed and adopted this 26<sup>th</sup> day of September 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RESOLUTION NO. 09-16-2023**

**EXHIBIT 1**

**Purchase & Development Agreement**

(See attached)



6/5/2023

Bonnie Taylor  
60 E. Milwaukee St, Unit 2743  
Detroit, MI 48202

**RE: SALE OF PROPERTY**

Dear Bonnie Taylor:

This letter constitutes an offer to deal by the Detroit Land Bank Authority (the "**DLBA**") to sell real property in the City of Detroit identified in Exhibit A of the attached Purchase & Development Agreement (the "**Agreement**") for \$7,000.00 to Bonnie Taylor ("**Purchaser**") pursuant to the terms and conditions of the Agreement and, if required, subject to approval by the DLBA Board of Directors.

The DLBA will be emailing a link to Purchaser to electronically sign the Agreement. The email will come from "Detroit Land Bank Authority via Conga Sign" or similar. Unless alternate arrangements are timely approved in writing, the DLBA will only accept signatures via this method. If you have not received the link to sign within 3 days of this Offer to Deal, please notify [projects@detroitlandbank.org](mailto:projects@detroitlandbank.org).

If Purchaser accepts the offer to deal, Purchaser shall, prior to July 06, 2023, electronically sign the Agreement and deliver a money order, cashier's check, or certified check payable to "Detroit Land Bank Authority" in the amount of \$ 700.00, to serve as a "Non-Refundable Earnest Money Deposit" as contemplated by Section 2 of the Agreement. This deposit will be net against the Purchase Price at Closing as defined in the Agreement. If the Agreement requires approval by the DLBA Board of Directors and is not approved within 90 days, this offer will expire and the Deposit will be returned to the Purchaser in full. Upon execution of the Agreement by DLBA, Purchaser shall effect closing according to Section 5 of the Agreement or the deposit shall be forfeited, and any proposed terms or agreements between the parties including, but not limited to, this letter and the Agreement shall be null and void.

This letter is considered as an offer to deal only and may be subject to approval by the Detroit Land Bank Authority Board of Directors.

*If Purchaser will be delivering any payments or other documents to DLBA's office, please follow all instructions on the DLBA's website – [buildingdetroit.org](http://buildingdetroit.org) – regarding current office and lobby capacity and scheduling.*

**This offer to deal expires on August 06, 2023 if by such date the signed Purchase & Development Agreement and deposit have not been delivered to DLBA.**

**DETROIT LAND BANK AUTHORITY**

## **PURCHASE & DEVELOPMENT AGREEMENT**

This Purchase & Development Agreement (this "**Agreement**") is entered by and between the Detroit Land Bank Authority, a Michigan public body corporate, whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan 48226 ("**DLBA**"), and Bonnie Taylor, whose address is 60 E. Milwaukee St, Unit 2743, Detroit, Michigan 48202 ("**Purchaser**"), as of the Effective Date. The "**Effective Date**" of this Agreement will be the date of the last signature set forth below. DLBA and Purchaser are referred to from time to time in this Agreement individually as a "**Party**" and, together, as the "**Parties**."

1. **Property Description; Sale.** DLBA will sell and Purchaser will purchase real property located in the City of Detroit, County of Wayne, and State of Michigan, the legal descriptions of which are attached to this Agreement as Exhibit A (individually and collectively, the "**Property**"), in accordance with the terms and conditions of this Agreement.

2. **Purchase Price; Deposit; Taxes.**

(a) **Purchase Price.** The purchase price for the Property is \$7,000.00 (the "**Purchase Price**"). Purchaser will pay the Purchase Price in full at the time of closing on the sale of the Property (the "**Closing**"), less the amount of the Deposit (as defined in Subsection (b)).

(b) **Non-Refundable Earnest Money Deposit.** DLBA acknowledges that Purchaser has made a non-refundable earnest money deposit in the amount \$ 700.00 (the "**Deposit**"), and that this Deposit will be either (i) applied to the Purchase Price at Closing; or (ii) retained by DLBA if the transactions contemplated by this Agreement are not consummated for any reason.

(c) **Taxes and Other Charges.** Purchaser will be responsible for paying any outstanding taxes; solid waste fees; water, drainage, and sewer charges; or other recorded lien charges assessed against the Property prior to the Closing.

3. **Title.**

(a) **Title Commitment.** DLBA has delivered to Purchaser a commitment for an owner's policy of title insurance from a title company ("**Title Commitment**") for each Property, acceptable to DLBA and Purchaser, to insure Purchaser (or Purchaser's nominee or assignee, if requested by Purchaser) as holder of marketable fee simple title to the Property, together with a copy of all recorded documents affecting the Property, which constitute (or at any Closing will constitute) any covenant, license, right-of-way, easement, limitation, condition, reservation, restriction, right or option, mortgage, pledge, lien, construction lien, mechanic's lien, charge, conditional sale or other title retention agreement or arrangement, encumbrance, lease, sublease, security interest, or trust interest ("**Encumbrances**") against the Property or exception to DLBA's title.

(b) **Identified Exceptions.** Within 30 days after the Effective Date, Purchaser will review and identify to DLBA all described Encumbrances (the "**Identified Exceptions**")

which could reasonably inhibit Purchaser's ability to complete implementation of the Proposed Use.

(c) **Additional Material Exceptions.** In the event one of the Identified Exceptions or one or more additional exceptions reasonably distinct from the Identified Exceptions (each, an "***Additional Material Exception***") which could reasonably inhibit Purchaser's ability to complete implementation of the Proposed Use (the Identified Exceptions, together with the Additional Material Exceptions, are collectively defined as the "***Objectionable Title Exceptions***") are identified after the Effective Date of this Agreement but before Closing, the following will apply:

(i) **Objectionable Title Exception.** Within 30 days of notification that an Objectionable Title Exception has been identified, DLBA will file and litigate a quiet title action in the Circuit Court of Wayne County, Michigan to materially remove any such identified Objectionable Title Exception, provided that any attempt by DLBA to remove any Encumbrances in the course of such quiet title action will not impose an obligation upon DLBA to remove any Encumbrances. DLBA will be responsible for all costs and fees associated with a quiet title action to remove an Objectionable Title Exception. The deadline for Closing will be tolled until 30 days after the completion of the final such quiet title action.

(ii) **Inability to Remove Objectionable Title Exception.** In the event (A) that DLBA is unable to file a quiet title action within 30 days of notification that an Objectionable Title Exception has been identified or (B) the quiet title action is unsuccessful in removing the Objectionable Title Exception, Purchaser may (C) deliver a notice of its election to terminate to DLBA, whereupon the Deposit will be returned to Purchaser in full, and this Agreement will thereupon terminate or (D) request a reasonable reduction in the Purchase Price commensurate with the loss of value associated with the Objectionable Title Exception.

(d) **Conclusion of Title Services.** Title services will be considered concluded ("***Title Services Conclusion***") upon the occurrence of at least one of the following events for each Property:

(i) Purchaser fails to identify any Identified Exceptions within 30 days after the Effective Date;

(ii) DLBA receives judgements of quiet title eliminating all Objectionable Title Exceptions; or

(iii) DLBA delivers notice under Section (3)(c)(ii) that it is unable to remove all Objectionable Title Exceptions.

4. **Financing.** DLBA may, at its sole discretion, subordinate or assign its interests in the Property to assist Purchaser in obtaining any financing necessary for Purchaser to purchase the Property. Any such subordination or assignment agreement must be acceptable to DLBA, and DLBA has the complete discretion to make changes to its terms or to reject it for any reason.

5. **Closing.**

(a) **Time and Place of Closing.** DLBA will notify Purchaser of the prospective Closing date not less than 10 calendar days prior to the Closing, unless otherwise agreed between the Parties. The Closing will take place after satisfaction of the conditions to Closing as specified in this Section, and the Closing date will not be more than 30 days after the Title Services Conclusion. The Closing will take place at DLBA's offices or such other location designated by DLBA.

(b) **Title Company.** DLBA, and only DLBA, may, at its sole discretion, elect to retain the services of a title company of its choice to complete the transfer of the Property.

(c) **Quit Claim Deed.** DLBA will convey its interest in the Property to Purchaser through a Quit Claim Deed (the "*Deed*"), substantially in the form attached to this Agreement as Exhibit B. Purchaser waives all warranties pertaining to the Property's condition and takes the Property "AS IS, WHERE IS, WITH ALL FAULTS," as described in Section 7.

(d) **Requirements.** DLBA's obligation to effect a Closing hereunder will be subject to the fulfillment by Purchaser of each of the following conditions precedent:

(i) **Purchaser's Reconveyance Deed.** Purchaser will furnish an executed Reconveyance Deed that reconveys the Property to DLBA (the "*Reconveyance Deed*"), substantially in the form attached to this Agreement as Exhibit C. If Purchaser is in breach of any of its obligations set forth in this Agreement, the Reconveyance Deed will be considered delivered to DLBA, and DLBA will have the right to accept and record the Reconveyance Deed at the Wayne County, Michigan Register of Deeds, as provided in Section 13.

(ii) **No Delinquent Taxes.** Purchaser and Purchaser's affiliates will not own or control any properties in the City of Detroit which have a delinquent property tax balance. In the event Purchaser is in good faith contesting any amount due, Purchaser may, in lieu of paying said amount, deposit said amount in an escrow account which will be disbursed upon the resolution of the dispute.

(iii) **Proof Of Funds.** Purchaser will deliver a commercially reasonable estimate of costs and expenditures required to complete the Project(s), as defined in Appendix 1, together with documentation of commercially reasonable financial resources sufficient to complete the Project(s).

(iv) **City Council.** If the Closing would result in Purchaser closing on more than nine parcels in a 365-day period, Purchaser must obtain approval for the transaction from the Detroit City Council prior to Closing. The Closing date may be tolled to allow Purchaser to obtain such approval.

(v) **Documents and Legal Matters.** All documents reasonably requested by DLBA will have been submitted to DLBA and will be satisfactory in form and content as determined by DLBA.

(vi) **Payment of Purchase Price and Closing Costs.** Purchaser will have tendered payment of the Purchase Price and the Closing costs payable by Purchaser.

(vii) **No Default.** There will exist no uncured Event of Default (as defined below) by Purchaser under this Agreement.

(e) **Payment of Expenses.** Purchaser will also pay the following expenses at Closing:

(i) any outstanding taxes; solid waste fees; water, drainage, and sewer charges; or other recorded lien charges assessed against the Property prior to the Closing.

(ii) costs related to preparation and filing of the Real Property Transfer Affidavit;

(iii) the title company's closing and escrow fees, if any; and

(iv) any title insurance premiums or other costs to issue a title policy without exceptions and any endorsements thereto required by Purchaser.

6. **DLBA Tax Distribution.** Purchaser acknowledges that DLBA is entitled to the distribution of an amount equal to 50% of the property taxes collected on the property for the 5 tax years subsequent to transferring ownership of the Property. The tax distribution may be incompatible with tax abatements and lot combinations that are otherwise available to Purchaser and could prevent Purchaser from obtaining such abatements or lot combinations unless waived. DLBA will waive its right to the tax distribution for purchasers seeking such tax abatements or lot combinations in exchange for a payment in addition to the Purchase Price. The waiver may be granted at Closing or any time thereafter upon payment by Purchaser.

7. **Property Condition and Indemnification.** DLBA hereby disclaims any warranty, guaranty or representation, express or implied, oral or written, past, present, or future, of, as to or concerning (a) the condition or state of repair of the Property, or the suitability thereof for any purpose; (b) the extent of any right-of-way, lease, possession, lien, encumbrance, easement, license, reservation, or condition in connection with the Property; (c) the compliance of the Property with any applicable laws, ordinances, or regulations of any government or other body, including, without limitation, compliance with any land use or zoning law or regulation, or applicable environmental rules, ordinances, or regulations; (d) title to or the boundaries of the Property; and (e) the physical condition of the Property, including, without limitation, the environmental condition of the Property and the structural, mechanical and engineering characteristics of the improvements to the Property. The sale of the Property will be on an "AS IS, WHERE IS, WITH ALL FAULTS" basis. Purchaser expressly acknowledges and agrees that DLBA makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, habitability, merchantability or fitness for a particular purpose, with respect to the Property, and Purchaser hereby expressly waives and releases any such warranty or representation. Purchaser will buy the Property based on its own

investigations, and, by accepting title to all or part of the Property, acknowledges that it has conducted such investigations as it has deemed necessary or advisable. Purchaser will indemnify and hold DLBA and each of its officers, employees, agents and affiliates, and the successors, assigns, heirs and legal representatives of each of the foregoing (collectively, the "***DLBA Indemnified Parties***") free and harmless from and against any and all claims, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees and court costs incurred in connection with the enforcement of this indemnity) related to, resulting from, or in any way arising out of the physical condition of the Property or the ownership or operation of the Property prior to, on and after Closing. Purchaser's indemnification obligations set forth in this Section will survive Closing and will not be merged with the Deed.

**8. Limitation of Liability. Purchaser understands and acknowledges that DLBA has acquired the Property through foreclosure or similar process, DLBA has never occupied the Property, and DLBA has little or no direct knowledge about the physical condition of the Property. Purchaser agrees that Purchaser is buying the Property "as is" (as more fully set forth in Section 7 of this Agreement).**

**Notwithstanding any provision to the contrary in this Agreement, DLBA's liability and Purchaser's sole and exclusive remedy in all circumstances and for all claims arising out of or relating in any way to the Agreement or the sale of the Property to Purchaser will be limited to no more than the Purchase Price. Purchaser agrees that DLBA will not be liable under any circumstances for any special, consequential, or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability), or any other legal or equitable principle, theory, or cause of action arising out of or related in any way to any claim relating to this Agreement or the transfer of the Property to Purchaser, including the condition of the title.**

**9. No Additional Inspection by Purchaser.**

(a) By executing this Agreement, Purchaser acknowledges and confirms that it is satisfied with the condition of the Property. Purchaser further acknowledges and confirms that it is not relying on any information provided or to be provided on behalf of DLBA or any statement, representation or other assertion made by DLBA or its employees or agents with respect to the Property. Purchaser further acknowledges and confirms that it has in all respects had an adequate opportunity to inspect and investigate the Property and all matters pertaining to its condition, use and operation and has completed all investigation and testing and other due diligence activities relating to the purchase of the Property, including without limitation such market and feasibility studies or analyses as Purchaser deemed necessary or desirable in order to satisfy itself as to market conditions applicable to the Property and with respect to any pollutant or hazardous materials on or about the Property, including lead-based paint or lead-based paint hazards. All testing, inspections and investigations have been conducted at Purchaser's sole cost and expense and Purchaser hereby indemnifies DLBA, and holds DLBA harmless against any loss, costs, damage

or expenses arising out of such testing, inspections and investigation performed by Purchaser, its agents, employees, independent contractors or assignees.

(b) In the event the Property includes residential structural improvements, DLBA will provide the Purchaser with the Environmental Protection Agency pamphlet "Protect Your Family from Lead in Your Home" and the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (collectively, the "**Lead Paint Disclosures**"). At Closing, Purchaser will execute Lead Paint Disclosures, if applicable.

10. **Representations and Warranties of Purchaser.** To induce DLBA to enter into this Agreement, Purchaser makes the following representations and warranties, which will be true and correct on the date of Closing (the "**Closing Date**"):

(a) Purchaser is authorized and permitted to enter into this Agreement and to perform all covenants and obligations of Purchaser hereunder and Purchaser's right to execute this Agreement is not limited by any other agreements. The execution and delivery of this Agreement, the consummation of the transaction described herein and compliance with the terms of this Agreement will not conflict with, or constitute a default under, any agreement to which Purchaser is a party or by which Purchaser is bound or violate any regulation, law, court order, judgment, or decree applicable to Purchaser. This Agreement is legally binding on and enforceable against Purchaser in accordance with its terms.

(b) There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings under the Bankruptcy Code, 11 U.S.C. §101, et seq., or under any other debtor relief laws pending or threatened against Purchaser.

(c) If Purchaser is not a natural person or persons, Purchaser has been duly organized, is validly existing and is in good standing in the jurisdiction in which it was formed, and is qualified to do business in the State of Michigan. This Agreement is, and all documents executed by Purchaser and delivered to DLBA at the Closing will be duly authorized, executed, and delivered by Purchaser.

(d) No other action by Purchaser, no consent, approval, order or authorization of any person or entity that is not a party to this Agreement, and no permit, consent, approval, declaration or filing with any governmental authority is required for Purchaser to execute and deliver this Agreement or perform the transaction contemplated herein.

(e) Neither Purchaser nor any Affiliate (as defined below) has material unresolved blight or building code violations under the Detroit City Code.

(f) Neither Purchaser nor any Affiliate has been awarded another property by DLBA and then failed to (i) make the deposit on time; (ii) close the purchase on time, or (iii) satisfy the requirements to rehabilitate and have the property occupied on time.

The representations and warranties of Purchaser set forth above and elsewhere in this Agreement will survive Closing for a period of two years (the "**Survival Period**"), provided that if Purchaser

is granted any extensions of time under Section 11, then the Survival Period will also automatically be extended for the same period. If DLBA determines during the Survival Period that Purchaser was in breach of any of Purchaser's representations and warranties in this Agreement as of the Closing Date, DLBA will have the right to retain the proceeds from the sale of the Property as liquidated damages and to pursue any of DLBA's remedies set forth in Section 13. Notwithstanding anything to the contrary, the Survival Period will end immediately upon DLBA's recording of a Release of Interest, as defined below, for each Property.

For purposes of this Agreement, "*Affiliate*" means any other person or entity: (a) in which Purchaser has an ownership interest, or (b) that, directly or indirectly, controls, is controlled by or is under common control with Purchaser; for the purposes of this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the person or entity in question, whether by the ownership of voting securities, contract or otherwise.

**11. Purchaser's Obligation to Return the Property to Productive Use.**

(a) Purchaser will commence and complete the Project (as defined in Appendix 1) according to the terms set forth in Appendix 1 attached to this Agreement.

(b) When Purchaser considers all work on a Project to be complete, it will so notify DLBA. DLBA will thereafter make or cause to be made such inspection or, at DLBA's election, request that Purchaser provide any further documentation of completion of the Project. Upon DLBA's determination that the Project is complete, DLBA will record with the Wayne County, Michigan Register of Deeds a Release of Interest, substantially in the form attached to this Agreement as Exhibit D (each a "*Release of Interest*"), which will be conclusive acknowledgment by DLBA of Purchaser's satisfaction of its obligations under this Section. If DLBA determines the Project is not complete, DLBA will so notify Purchaser in writing indicating in what respects Purchaser has failed to implement the Project or is otherwise in default, and what measures and acts Purchaser will take or perform to cure such nonconformity or default. Purchaser will thereafter promptly complete the Project.

(c) If Purchaser cannot timely complete a Project, but has made measurable progress and exercised diligence in working to do so, Purchaser may apply to DLBA, in writing and no later than 30 days prior to the required Project completion date, for an extension, and in such writing Purchaser will explain the reasons that the extension is required and provide an estimate of the revised completion date. In DLBA's sole discretion, DLBA may grant Purchaser an extension of any length to complete the work or declare the Purchaser in default.

**12. Defaults and Events of Default.**

(a) **Default by Purchaser.** The occurrence of any one or more of the following events shall constitute a *Default* of this Agreement by Purchaser:

(i) Purchaser fails to complete the Project or otherwise report progress on implementation as specified by this Agreement.

(ii) Purchaser fails to pay real estate taxes or assessments or any part thereof on the Property when due, or places any encumbrance unauthorized by this Agreement, or suffers any levy or attachment to be made, or any materialman's, mechanic's, or construction lien or any other unauthorized encumbrance to attach.

(iii) Purchaser violates any of the terms and conditions of this Agreement, except as otherwise provided in this Section.

(iv) Purchaser fails to close after receiving notice from DLBA as described in Section 5(a).

(v) Purchaser closes on the acquisition of more than nine parcels from DLBA within any 365-day period without approval from the Detroit City Council prior to the Release of Interest being recorded.

(vi) Any transfer of all or any part of the Property or of any right or interest in all or any part of the Property in violation of Section 19.

(vii) If Purchaser is not a natural person or persons, any change of 10% or more in the ownership or distribution of the ownership interests of the Purchaser or with respect to the identity of the parties in control of the Purchaser.

(b) **Failure to Cure Default.** Any such Default by Purchaser as set forth in Section 12(a)(i)-(iii) and Purchaser's failure to cure such Default within 30 days after written demand by DLBA to correct said Default will be deemed to constitute an *Event of Default*. In the event Purchaser is in good faith contesting any amount due under Section 12(a)(ii), the Purchaser may, in lieu of paying said amount, deposit said amount in an escrow account which will be disbursed upon the resolution of the dispute, or if the amount relates to a construction lien, the Purchaser may bond over the lien in the manner prescribed by law. Any Default pursuant to Sections 12(a)(iv)-(vii) are hereby deemed to be material, non-curable *Event of Default* without the necessity of any notice by DLBA to Purchaser thereof. DLBA may, in its sole discretion, waive in writing any Default or Event of Default by the Purchaser.

13. **DLBA's Remedies upon Purchaser's Default.** Upon an Event of Default, DLBA may seek any and all of the following as its remedies.

(a) DLBA will have the right to terminate this Agreement by providing written notice of termination to Purchaser and to retain the Purchase Price as liquidated damages. DLBA and Purchaser agree that (i) it would be impractical and extremely difficult, if not impossible, to fix actual damages that would be suffered by DLBA as a result of a breach of this Agreement by Purchaser; and (ii) the aforesaid liquidated damages are a fair and reasonable amount to be retained by DLBA as agreed and liquidated damages in light of DLBA's removal of the Property from the market and the costs incurred by DLBA and will not constitute a penalty or a forfeiture.

(b) In addition to the remedy provided in Subsection (a), DLBA may in its sole discretion take any one or more of the following actions:

(i) record the Reconveyance Deed at the Wayne County Register of Deeds Office, reconveying ownership of the Property back to DLBA;

(ii) take immediate possession of the Property;

(iii) enter and secure the Property;

(iv) remove all occupants and personal belongings from within the Property;

(v) take immediate ownership of all improvements and fixtures intended to be permanently attached to the Property; and

(vi) offer the Property for sale to other prospective purchasers, whether by auction or otherwise, or hold the Property.

Purchaser will indemnify and hold DLBA Indemnified Parties free and harmless from and against any and all claims, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees and court costs incurred in connection with the enforcement of the indemnity) related to, resulting from, or in any way arising out of DLBA exercising its remedial rights under the Reconveyance Deed and this Agreement.

14. **Post-Closing Property Inspection.** Purchaser will permit agents of DLBA, its investigators, or law enforcement officials to inspect the Property, without notice, until a Reconveyance Deed or Release of Interest has been recorded for each Property to verify compliance with Purchaser's obligations in Section 11.

15. **Brokerage.** If Purchaser has employed a broker or real estate agent in connection with the transactions contemplated by this Agreement, Purchaser agrees to indemnify, defend, and hold DLBA harmless from and against any claims for real estate broker's fees or any compensation sought by a broker or real estate agent employed by Purchaser in connection with the transactions contemplated by this Agreement unless otherwise agreed in writing.

16. **DLBA Authority.** DLBA has full power and authority to enter into this Agreement and to perform all its obligations hereunder, and has taken all action required by law, its governing instruments, or otherwise to authorize the execution, delivery, and performance of this Agreement and all the deeds, agreements, certificates, and other documents contemplated herein.

17. **Notice; Updates.** Except as otherwise expressly provided herein, all notices and communications hereunder must be in writing and will be deemed to have been given when either hand-delivered, sent by first class mail, sent by national overnight courier, or emailed.

Notice to Purchaser should be sent to the address above set forth, [bonnie.taylor@live.com](mailto:bonnie.taylor@live.com), or another such other address or email as Purchaser designates in writing to DLBA.

Notice to DLBA will be provided to the following or another such other address or email as DLBA designates in writing to Purchaser:

Detroit Land Bank Authority  
Attn: Nicole Scott  
500 Griswold Street, Suite 1200  
Detroit, Michigan 48226  
projects@detroitlandbank.org

18. **Integration; Modification.**

(a) This Agreement contains the Parties' entire intentions and understandings in regard to the sale of the Property. This Agreement supersedes any prior agreements, whether written or oral.

(b) The Parties may modify this Agreement only in a writing signed by all Parties.

19. **Assignment; Notification upon Transfer of Property.** Until a Release of Interest is recorded, Purchaser may not assign, transfer, convey, or pledge its rights or obligations under this Agreement or with respect to the Property without the prior written consent of DLBA, which consent DLBA may withhold in its sole discretion.

20. **Miscellaneous.**

(a) **Severability.** If any one or more of this Agreement's provisions is/are held invalid or unenforceable in any respect, all other provisions will remain valid and enforceable as stated in this Agreement.

(b) **Captions.** The headings of the Sections and other subdivisions in this Agreement are for convenience only and will not be used to construe or interpret the scope or intent of this Agreement or in any way affect the same.

(c) **Governing Law; Jurisdiction; Venue.** This Agreement is governed by applicable Michigan law. Purchaser agrees, consents, and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action brought against it arising out of this Agreement. Purchaser agrees that service of process at the address and in the manner specified above will be sufficient to put Purchaser on notice. Purchaser also agrees that it will not commence any action against DLBA because of any matter whatsoever arising out of or relating to the validity, construction interpretation, and enforcement of this Agreement, in any courts other than those in the Wayne County, Michigan.

(d) **Affiliates.** If any Affiliate of Purchaser will take any action, which, if done by Purchaser would constitute a breach of this Agreement, the same will be deemed a breach by Purchaser.

(e) **Binding Effect.** This Agreement will be binding on the heirs, devisees, legal representatives, claimants, successors, and assignees of the Parties.

(f) **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed to be an original document but together will constitute one instrument.

(g) **Waiver.** No waiver by either Party of any of its rights or remedies hereunder or otherwise will be considered a waiver of any other subsequent right or remedy. Except as expressly provided herein, no waiver by either Party of any of its rights or remedies hereunder or otherwise will be effective unless such waiver is evidenced in a written instrument executed by the waiving Party.

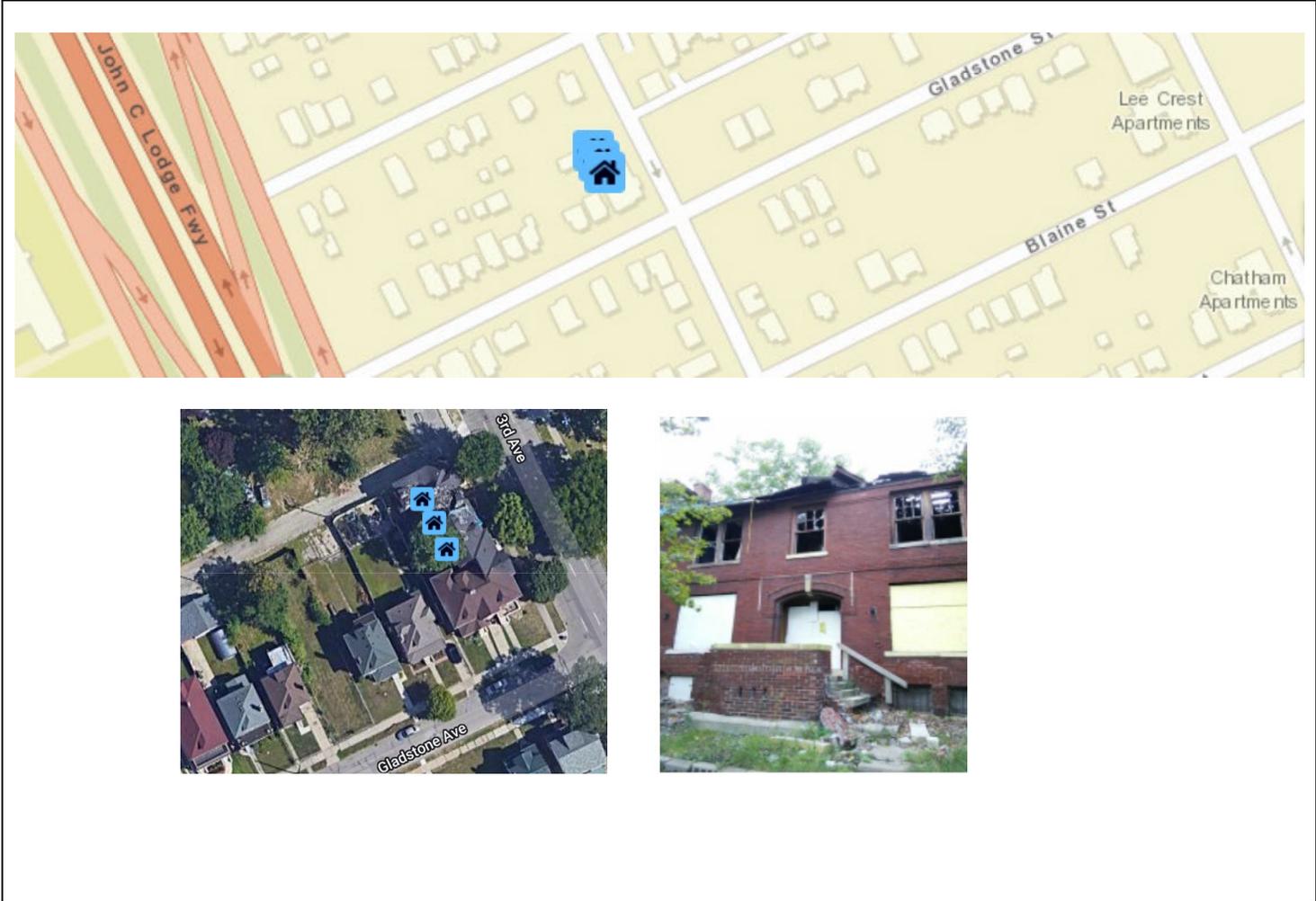
(h) **Dates.** If any date herein set forth for the performance of any obligations of any Party, or for the delivery of any instrument or notice as herein provided, should be on a Saturday, Sunday, or legal holiday, the compliance with such obligations (or such delivery, as the case may be) will be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

**[Signatures commence on following page]**

Detroit Land Bank Authority - Projects - Deal Summary Sheet

<b>Purchasing Entity:</b>	<b>***Marketing***</b>	
<b>Principal:</b> Bonnie Taylor	<b>Board Resolution:</b> No	
<b>Properties included in sale:</b> 8825 8829 8821 3 <sup>rd</sup> St.		
<b>Adjacent Ownership:</b> N/A		
<b>Sale Price:</b> \$7,000	<b>Internal Review:</b> 5/10/23	<b>External Review:</b> 5/18/23
<b>List Price:</b> \$7,000	<b>Listing Broker:</b> Bellabay Realty	
<b>Time on Market:</b> 358 days	<b>Number of offers:</b> 1	
<b>Square Feet of DLBA property included in sale:</b> 8825: 1,263 sq. ft., 8829: 1,099 sq ft., 8821: 1,275 sq ft.		
<b>Zoning:</b> R5	<b>HRD/PDD/JET Region:</b> Central	<b>City Council District:</b> 5
<b>Neighborhood:</b> Piety Hill	<b>DLBA Project Manager:</b> Nicole Scott	

Project Map



Project Summary

The applicant wants to rehab, make one-unit primary residence, another investment for a family member and possibly rent the 3<sup>rd</sup>. No DLBA experience. Will be working with, architect, Michael Sklenka of Subject Studio. **POF \$514,356 total \$289,239 via ETrade Securities Account and \$225,117 via Merrill Bank**

**Estimated project costs: \$300,000 total | estimated completion date: not provided**

**Prior experience:**

during the period 1984 – 2008.

- The Curling Pond, near Brechin, Angus, Scotland UK (We built this.)
- Inverharroch Farm, Cabrach, Banffshire, Scotland, UK.
- Lower Ladysford, Fraserburgh, Aberdeenshire, Scotland UK
- Horntowie, Huntly, Aberdeenshire, Scotland UK (A holiday home not lived in, disposed in divorce)
- 1011 N State Highway M-94, Manistique, MI (We built this.)

The Detroit Land Bank Authority and Bonnie Taylor have caused this Purchase & Development Agreement to be executed as of the Effective Date.

**DETROIT LAND BANK AUTHORITY**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jeanne Hanna  
Director, Real Estate, Sales and Marketing

**BONNIE TAYLOR**

Dated: \_\_\_\_\_

\_\_\_\_\_

Signature page 1 of 1 of the Purchase & Development Agreement between DLBA and  
Bonnie Taylor for 8821, 8825, and 8829 Third St

## APPENDIX 1

Pursuant to and consistent with the terms of the Purchase & Development Agreement, Purchaser will improve the Property according to the following terms and conditions (the "**Project**"):

A. **Within 30 days after Closing**, Purchaser will provide photographs, receipts or other evidence showing that Purchaser is maintaining the Property according to the following minimum requirements, provided that the weather does not otherwise prohibit such maintenance: (i) clearing the Property as needed of trash and debris and continuing to remove such trash and debris; (ii) ensuring that the grass is neatly edged and does not exceed 6 inches; (iii) trimming trees, shrubs, and other plant material as needed; and (iv) clearing sidewalks and other paved portions of the property clear of snow and ice in a manner that makes it safe for pedestrians and within the timeframe currently required under City regulations.

Purchaser's maintenance obligations as to the Property will continue until DLBA records the Release of Interest after which point the premises of the Property will be maintained in a manner consistent with City regulations.

B. **Within 90 days after Closing, and at 90-day intervals until Project completion**, Purchaser will provide updated, documented progress and status information to DLBA, including, but not limited to photographs, receipts, or other evidence that the Property is being maintained according to the terms set forth in Subsection A; invoices or photographs evidencing the materials purchased to advance other work performed on the Property; and proof of progress toward implementation of the Project, such as plans, permits, drawings, specifications, or related documents respecting any improvements or landscaping.

C. **Within 180 days after Closing**, Purchaser will deliver copies of permit applications submitted to the City of Detroit Buildings, Safety Engineering and Environmental Department ("**BSEED**") for work which, upon completion, will be sufficient to return the property to productive use.

D. **Within 540 days after Closing**, Purchaser will, for each unit, deliver copies of Certificates of Acceptance as issued by BSEED for all permits necessary to return the Property to productive use.

Purchaser will further provide DLBA with any additional reports upon request by DLBA, and will diligently respond to DLBA's requests for further information or documentation in follow-up to any report. Consistent with Purchaser's obligations under this Agreement, Purchaser will make the Property available for review for verification of work performed as DLBA deems necessary.

## PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT A

### The Property

N GLADSTONE N 21.53 FT OF S 102.60 FT OF W 26.36 FT LOT 35 AND N 21.15 FT OF S 102.60 FT OF E 13.64 FT LOT 35 AND N 21.15 FT OF S 102.60 FT OF W 20 FT LOT 34 FISHERS SUB L14 P31 PLATS, W C R 4/86 60 IRREG

Parcel ID: 04002277.003

Commonly known as 8821 Third, Detroit, MI

N GLADSTONE N 20.83 FT OF S 123.43 FT OF W 20.28 FT LOT 35 N 21.20 FT OF S 123.80 FT OF E 19.72 FT LOT 35 N 21.20 FT OF S 123.80 FT OF W 20 FT LOT 34 FISHERS SUB L14 P31 PLATS, W C R 4/86 60 IRREG

Parcel ID: 04002277.002

Commonly known as 8825 Third, Detroit, MI

N GLADSTONE LOT 34 FISHERS SUB OF OUTLOTS 5 & 6 L14 P31 WCR LOT 35 FISHERS SUB OF OUTLOTS 5 & 6 L14 P 31 WCR 4/86 60 IRREG EXCEPTING THEREFROM SLY 123.43 FT AND NLY 0.37 FT OF THE SLY 123.080 FT OF THE ELY 19.72 FT SUBJECT TO EASEMENT AS DESC

Parcel ID: 04002277.001

Commonly known as 8829 Third, Detroit, MI

**[Remainder of page intentionally left blank]**

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT B**

Quit Claim Deed  
(see attached)

**QUIT CLAIM DEED**

The Detroit Land Bank Authority, a Michigan public body corporate whose address is 500 Griswold, Suite 1200, Detroit, Michigan, 48226 ("**DLBA**"), quit claims to Bonnie Taylor, whose address is 60 E. Milwaukee St, Unit 2743, Detroit, Michigan 48202 ("**Grantee**"), the premises located in the City of Detroit, County of Wayne, and State of Michigan **commonly known as 8821, 8825, and 8829 Third St and more fully described in Exhibit 1** together with all and singular the tenements, hereditaments, fixtures, and appurtenances of that property, for the full consideration of Seven Thousand Dollars and No Cents (\$7,000.00). This conveyance is exempt from taxes pursuant to MSA 7.456(5)(h)(i); MCL 207.505(h)(i), MSA 7.456(26)(h)(i); MCL 207.526(h)(i).

**Notice of Deed Restriction**

This property is conveyed pursuant to a Purchase & Development Agreement between DLBA and Grantee (the "**Agreement**") and on the express condition that Grantee fulfill all the terms and conditions applicable to Grantee set forth in the Agreement. If Grantee fails to fulfill all the terms of the Agreement applicable to Grantee, DLBA will have the right to reconvey the property back to its ownership which will be evidenced by the recording of a deed to that effect. Upon Grantee fulfilling all the terms and conditions applicable to Grantee set forth in the Agreement, DLBA will record a release of interest (a "**Release of Interest**").

Until a Release of Interest is recorded, Grantee is restricted from transferring or encumbering this property without the prior written consent of DLBA. If, prior to a Release of Interest being recorded, Grantee transfers or encumbers this property without the prior written consent of DLBA, DLBA will have the right to reconvey the property back to its ownership by the recording of a reconveyance deed.

**DETROIT LAND BANK AUTHORITY**

Dated: \_\_\_\_\_

STATE OF MICHIGAN        )  
  ) ss  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_  
**Jeanne Hanna**  
**Director, Real Estate, Sales and Marketing**

This document was acknowledged, subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jeanne Hanna, Director, Real Estate, Sales and Marketing, Detroit Land Bank Authority.

\_\_\_\_\_  
*Signature of Notary*

\_\_\_\_\_  
*Printed name of Notary*

Notary Public, State of Michigan, County of: \_\_\_\_\_;                   Acting in the County of: \_\_\_\_\_

My commission expires: \_\_\_\_\_

When recorded return to and subsequent tax bills to: Bonnie Taylor 60 E. Milwaukee St, Unit 2743 Detroit, MI 48202	Drafted by: Robert G Spence Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226
---	---

**EXHIBIT 1**

N GLADSTONE N 21.53 FT OF S 102.60 FT OF W 26.36 FT LOT 35 AND N 21.15 FT OF S 102.60 FT OF E 13.64 FT LOT 35 AND N 21.15 FT OF S 102.60 FT OF W 20 FT LOT 34 FISHERS SUB L14 P31 PLATS, W C R 4/86 60 IRREG

Parcel ID: 04002277.003

Commonly known as 8821 Third, Detroit, MI

N GLADSTONE N 20.83 FT OF S 123.43 FT OF W 20.28 FT LOT 35 N 21.20 FT OF S 123.80 FT OF E 19.72 FT LOT 35 N 21.20 FT OF S 123.80 FT OF W 20 FT LOT 34 FISHERS SUB L14 P31 PLATS, W C R 4/86 60 IRREG

Parcel ID: 04002277.002

Commonly known as 8825 Third, Detroit, MI

N GLADSTONE LOT 34 FISHERS SUB OF OUTLOTS 5 & 6 L14 P31 WCR LOT 35 FISHERS SUB OF OUTLOTS 5 & 6 L14 P 31 WCR 4/86 60 IRREG EXCEPTING THEREFROM SLY 123.43 FT AND NLY 0.37 FT OF THE SLY 123.080 FT OF THE ELY 19.72 FT SUBJECT TO EASEMENT AS DESC

Parcel ID: 04002277.001

Commonly known as 8829 Third, Detroit, MI

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT C**

Reconveyance Deed

(see attached)

**QUIT CLAIM DEED**

Bonnie Taylor, whose address is 60 E. Milwaukee St, Unit 2743, Detroit, Michigan 48202 ("**Grantor**"), quit claims to the Detroit Land Bank Authority, a Michigan public body corporate whose address is 500 Griswold, Suite 1200, Detroit, Michigan, 48226 ("**DLBA**"), the premises located in the City of Detroit, County of Wayne, and State of Michigan **commonly known as 8821, 8825, and 8829 Third St and more fully described in Exhibit I** together with all and singular the tenements, hereditaments, fixtures, and appurtenances of that property, for the full consideration of One Dollar (\$1.00). Such conveyance is in consideration of DLBA relinquishing its right to pursue an action based upon its right of reconveyance. This conveyance is exempt from taxes pursuant to MCL 207.505(a); MSA 7.456(5)(a), and MSA 7.456(26); MCL 207.526(a).

Dated: \_\_\_\_\_

\_\_\_\_\_  
**BONNIE TAYLOR**

STATE OF MICHIGAN            )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by Bonnie Taylor.

\_\_\_\_\_  
*Signature of Notary*

\_\_\_\_\_  
*Printed name of Notary*

Notary Public, State of Michigan, County of: \_\_\_\_\_; Acting in the County of: \_\_\_\_\_

My commission expires: \_\_\_\_\_

When recorded return to and send subsequent tax bills to: Detroit Land Bank Authority; Attn: Executive Director 500 Griswold, Suite 1200 Detroit, Michigan 48226	Drafted by: Robert G Spence Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226
---	---

**EXHIBIT 1**

N GLADSTONE N 21.53 FT OF S 102.60 FT OF W 26.36 FT LOT 35 AND N 21.15 FT OF S 102.60 FT OF E 13.64 FT LOT 35 AND N 21.15 FT OF S 102.60 FT OF W 20 FT LOT 34 FISHERS SUB L14 P31 PLATS, W C R 4/86 60 IRREG

Parcel ID: 04002277.003

Commonly known as 8821 Third, Detroit, MI

N GLADSTONE N 20.83 FT OF S 123.43 FT OF W 20.28 FT LOT 35 N 21.20 FT OF S 123.80 FT OF E 19.72 FT LOT 35 N 21.20 FT OF S 123.80 FT OF W 20 FT LOT 34 FISHERS SUB L14 P31 PLATS, W C R 4/86 60 IRREG

Parcel ID: 04002277.002

Commonly known as 8825 Third, Detroit, MI

N GLADSTONE LOT 34 FISHERS SUB OF OUTLOTS 5 & 6 L14 P31 WCR LOT 35 FISHERS SUB OF OUTLOTS 5 & 6 L14 P 31 WCR 4/86 60 IRREG EXCEPTING THEREFROM SLY 123.43 FT AND NLY 0.37 FT OF THE SLY 123.080 FT OF THE ELY 19.72 FT SUBJECT TO EASEMENT AS DESC

Parcel ID: 04002277.001

Commonly known as 8829 Third, Detroit, MI

# **PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT D**

Release Of Interest

(see attached)



**EXHIBIT 1**

N GLADSTONE N 21.53 FT OF S 102.60 FT OF W 26.36 FT LOT 35 AND N 21.15 FT OF S 102.60 FT OF E 13.64 FT LOT 35 AND N 21.15 FT OF S 102.60 FT OF W 20 FT LOT 34 FISHERS SUB L14 P31 PLATS, W C R 4/86 60 IRREG

Parcel ID: 04002277.003

Commonly known as 8821 Third, Detroit, MI

N GLADSTONE N 20.83 FT OF S 123.43 FT OF W 20.28 FT LOT 35 N 21.20 FT OF S 123.80 FT OF E 19.72 FT LOT 35 N 21.20 FT OF S 123.80 FT OF W 20 FT LOT 34 FISHERS SUB L14 P31 PLATS, W C R 4/86 60 IRREG

Parcel ID: 04002277.002

Commonly known as 8825 Third, Detroit, MI

N GLADSTONE LOT 34 FISHERS SUB OF OUTLOTS 5 & 6 L14 P31 WCR LOT 35 FISHERS SUB OF OUTLOTS 5 & 6 L14 P 31 WCR 4/86 60 IRREG EXCEPTING THEREFROM SLY 123.43 FT AND NLY 0.37 FT OF THE SLY 123.080 FT OF THE ELY 19.72 FT SUBJECT TO EASEMENT AS DESC

Parcel ID: 04002277.001

Commonly known as 8829 Third, Detroit, MI

**RESOLUTION NO. 9-15-2023**

The undersigned thereupon declared the resolution duly passed and adopted this 26<sup>th</sup> day of September 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT 1**

**First Amendment**

(See attached)

**FIRST AMENDMENT  
TO  
FIRST AMENDED AND RESTATED  
BRIDGING NEIGHBORHOODS PROGRAM AGREEMENT**

This FIRST AMENDMENT (“Amendment”) is entered into by and between **CITY OF DETROIT**, a Michigan municipal corporation, acting by and through its Housing and Revitalization Department and Bridging Neighborhoods Program Department (the “City”), and the **DETROIT LAND BANK AUTHORITY**, a Michigan public body corporate and politic (the “DLBA”), in order to amend that certain First Amended and Restated Bridging Neighborhoods Program Agreement, attached hereto and incorporated herein by reference as EXHIBIT A (the “Amended and Restated Agreement”). The City and DLBA may each be referred to herein as a “Party” or collectively as the “Parties” to this Amendment, as applicable.

**WITNESSETH:**

WHEREAS, the Parties have previously entered into the Bridging Neighborhoods Program Agreement No. 6001150-A1 (the “Original Agreement”), attached hereto and incorporated herein by reference as EXHIBIT B;

WHEREAS, the Parties subsequently entered into the Amended and Restated Agreement, which was approved by the Detroit City Council on July 27, 2021; and

WHEREAS, the Parties mutually desire to modify and amend the Amended and Restated Agreement, subject to all applicable general conditions set forth therein, and as set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby severally acknowledged, and in consideration of the foregoing as well as the benefits to accrue to the Parties and to the public from this Amendment, the Parties hereby agree to amend Amended and Restated Agreement as follows:

- 1. TERM.** Section 1 of the Amended and Restated Agreement is hereby amended by replacing “December 19, 2023” with “June 30, 2025.”
- 2. INVOICE FREQUENCY.** Section 6.b. of the Amended and Restated Agreement is hereby amended by replacing the phrase “on a periodic basis” with the following phrase: “monthly, or upon the City’s request”
- 3. COMPENSATION.** Section 6.b. of the Amended and Restated Agreement is hereby amended by replacing the phrase “(3) \$1,000 per month as consideration for

DLBA resources other than marketing used in connection with its obligations under this Agreement” with the following:

“(3) up to \$1,000 per month as consideration for the DLBA resources, other than marketing services, used in connection with its obligations under this Agreement (the “Monthly Fee”). Notwithstanding the foregoing, the City may provide the DLBA with a written notice indicating that the City has elected to suspend the Program and all activities related thereto for a defined period (the “Pause Notice”). Upon receipt of the Pause Notice, and for the same defined period indicated in the Pause Notice, the DLBA shall not submit any invoices to the City for the Monthly Fees.”

**4. UTILITIES.** Section 5.c. of the Amended and Restated Agreement is hereby amended by replacing “DLBA” with “Bridging Neighborhoods”.

**5. SECURITY.** Section 5.d. of the Amended and Restated Agreement is hereby amended by replacing the phrase “provide security for” with the phrase “secure the”.

**6. NOTICE.** Section 11 is hereby amended by deleting the email account “heatherz@detroitmi.gov” and “garcial@detroitmi.gov”.

**7. CAPITALIZED TERMS.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to them as set forth in the Amended and Restated Agreement.

**8. EFFECTIVE DATE.** This Amendment will become effective as of the date upon which it has been duly signed and executed by an authorized representative of each of the Parties, approved as to form by City of Detroit Corporation Counsel or its authorized delegate, approved by the resolution of the Detroit City Council, and approved by the City of Detroit Chief Procurement Officer (“Effective Date”). This Amendment will remain in effect until either the expiration of the Term of the Amended and Restated Agreement, or upon its earlier termination by the Parties.

\*\*\*

*[Remainder of page intentionally left blank; signatures appear on next page.]*

**SIGNATURE PAGE  
TO  
FIRST AMENDMENT**

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Contract as of the dates shown below, to be effective as of the Effective Date.

GRANTEE:

**CITY OF DETROIT,**  
a Michigan municipal corporation,  
acting by and through its Housing  
and Revitalization Department

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DLBA:

**DETROIT LAND BANK  
AUTHORITY,** a Michigan public  
body corporate

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

THIS AMENDMENT WAS APPROVED BY  
THE DETROIT CITY COUNCIL ON:

\_\_\_\_\_  
Date

APPROVED BY CORPORATION COUNSEL  
PURSUANT TO 7.5-206 OF THE 2012  
CHARTER OF CITY OF DETROIT

\_\_\_\_\_  
Corporation Counsel                      Date

APPROVED BY THE CHIEF  
PROCUREMENT OFFICER

\_\_\_\_\_  
Chief Procurement Officer      Date

Prior to the approvals set forth herein, the Chief Procurement Officer shall not authorize any payments pursuant to this Amendment, nor shall the City incur any liability to pay for any services or to reimburse for any expenditure authorized by this Amendment.

**THIS AMENDMENT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY  
RESOLUTION OF THE DETROIT CITY COUNCIL AND SIGNED BY THE CHIEF  
PROCUREMENT OFFICER.**

**EXHIBIT A**  
***The Amended and Restated Agreement***

--

[ attached hereto ]

**EXHIBIT B**  
***The Original Agreement***

--

[ attached hereto ]