



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

**DPS HEADQUARTERS, 1301 THIRD AVE.  
WOODWARD CONFERENCE ROOM AND VIA ZOOM  
Tuesday, January 24, 2023  
10:00 a.m.**

CALL TO ORDER

I. ROLL CALL

II. APPROVAL OF MINUTES

**November 15, 2022**

III. PUBLIC COMMENT

IV. CEO REPORT – TAMMY DANIELS

V. NEW BUSINESS

**a. Election of Officers**

**b. Resolutions**

- i. **01-01-2023** RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO ENTER INTO A SERVICES AGREEMENT WITH FIRST AMERICAN TITLE COMPANY
- ii. **01-02-2023** RESOLUTION APPROVING THE APPLICATION BY THE DETROIT LAND BANK AUTHORITY FOR A BLIGHT ELIMINATION GRANT THROUGH THE MICHIGAN STATE LAND BANK AUTHORITY
- iii. **01-03-2023** RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO ENTER INTO AN AMENDMENT TO AN EXISTING AGREEMENT WITH DATA TRACE INFORMATION SERVICES, LLC
- iv. **01-04-2023** RESOLUTION AUTHORIZING THE SECOND AMENDMENT OF THE DETROIT LAND BANK AUTHORITY'S CONTRACTING AND PROCUREMENT POLICY
- v. **01-05-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH THE JASKY PROJECT, LLC
- vi. **01-06-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH SEEDFOLX FARM, LLC
- vii. **01-07-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH SISTERS ON A ROLL MOBILE CAFE & CATERING LLC
- viii. **01-08-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH CLUTCH CONSULTING LLC

- ix. **01-09-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH JOY CRANSHAW AND KYLIE BELACHAIKOVSKY
- x. **01-10-2023** RESOLUTION APPROVING PROPOSAL TO SELL PROPERTY TO CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY FOR RESALE TO E.W. GROBBEL'S SONS, INC.
- xi. **01-11-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO CONVEY PROPERTY TO THE CITY OF DETROIT AS PART OF ROUTINE INVENTORY MANAGEMENT
- xii. **01-12-2023** RESOLUTION APPROVING EXECUTIVE DIRECTOR TO CONVEY PROPERTY TO DOTUN AKINWALE

VI. CLOSED SESSION

VII. ADJOURNMENT

## DLBA Board of Director's meeting – 01.24.2023

### Property listings:

**01-05-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH THE JAYSKY PROJECT, LLC

- a. 681 Lakewood

**01-06-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH SEEDFOLX FARM, LLC

- a. 14657 Chapel
- b. 14617 Chapel
- c. 14621 Chapel
- d. 14627 Chapel
- e. 14635 Chapel
- f. 14641 Chapel
- g. 14649 Chapel

**01-07-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH SISTERS ON A ROLL MOBILE CAFE & CATERING LLC

- a. 4218 Larchmont
- b. 4220 Larchmont
- c. 4228 Larchmont

**01-08-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH CLUTCH CONSULTING LLC

- a. 2985 Seyburn
- b. 2970 Baldwin
- c. 3450 Townsend

**01-09-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH JOY CRANSHAW AND KYLIE BELACHAIKOVSKY

- a. 3176 E Palmer
- b. 3184 E Palmer
- c. 5545 Elmwood
- d. 5537 Elmwood
- e. 5531 Elmwood
- f. 5525 Elmwood
- g. 3183 E Ferry
- h. 3179 E Ferry

**01-10-2023** RESOLUTION APPROVING PROPOSAL TO SELL PROPERTY TO CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY FOR RESALE TO E.W. GROBBEL'S SONS, INC.

- a. 1903 E Alexandrine

- b. 1909 E Alexandrine
- c. 1921 E Alexandrine
- d. 1925 E Alexandrine
- e. 1941 E Alexandrine
- f. 1947 E Alexandrine
- g. 1955 E Alexandrine
- h. 1961 E Alexandrine
- i. 1965 E Alexandrine
- j. 1971 E Alexandrine
- k. 1977 E Alexandrine
- l. 1983 E Alexandrine
- m. 1989 E Alexandrine
- n. 1999 E Alexandrine
- o. 1996 Superior
- p. 1992 Superior
- q. 1986 Superior
- r. 1970 Superior
- s. 1964 Superior
- t. 1958 Superior
- u. 1950 Superior
- v. 1934 Superior
- w. 1930 Superior
- x. 1918 Superior
- y. 1912 Superior
- z. 1908 Superior
- aa. 1904 Superior
- bb. 4113 St Aubin
- cc. 4109 St Aubin
- dd. 4103 St Aubin

**01-11-2023 RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO CONVEY PROPERTY TO THE CITY OF DETROIT AS PART OF ROUTINE INVENTORY MANAGEMENT**

**a. Transfers from the DLBA to the City:**

- 1. 17123 Mitchell
- 2. 17288 Moran
- 3. 17282 Moran
- 4. 17270 Moran
- 5. 17138 Moran
- 6. 17138 Gallagher
- 7. 6914 Rutland
- 8. 15495 Iliad
- 9. 15511 Iliad
- 10. 15517 Iliad

11. 15525 Iliad
12. 15701 Iliad
13. 15705 Iliad
14. 8345 CARLIN
15. 11764 Steel
16. 11748 Steel
17. 11751 Appoline
18. 11775 Appoline
19. 9115 Rosa Parks Blvd
20. 8830 Petoskey
21. 19590 Tireman

**b. Transfers from the City to the DLBA:**

1. 2930 Stanley
2. 9165 Norcross
3. 13857 Seymour
4. 9917 Somerset
5. 15562 Wabash
6. 4200 Chene
7. 13952 Ward
8. 6720 Miller
9. 19568 Fairport
10. 11423 Hartwell
11. 12139 Wade
12. 6100 Maxwell
13. 17951 Mitchell
14. 17214 Ryan
15. 3412 Mt Elliott
16. 5550 Lenox

**01-12-2023 RESOLUTION APPROVING EXECUTIVE DIRECTOR TO CONVEY PROPERTY TO DOTUN AKINWALE**

- a. 14360 Stansbury



### 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**

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

**Tuesday, November 15, 2022**

**10:00 AM**

**MINUTES**

**IN PERSON:** Erica Ward-Gerson  
Miranda Morrow-Bartell  
Richard Hosey  
Carol Walters

**EXCUSED:** Patricia Pernell-Shelton

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

**CALL TO ORDER**

Board Chair Ward Gerson called the **November 15, 2022**, meeting to order at **10:15 a.m.** and reviewed the process and logistics for a Zoom meeting.

**ROLL CALL**

Rhonda Bass called the roll. Four of five members were in attendance, and a quorum was met. Member Pernell-Shelton was excused.

**REVIEW AND APPROVAL OF MINUTES**

Board Chair Ward Gerson called for a motion to approve the minutes for the October 25, 2022, Board of Directors meeting. **Motion by Member Hosey** for approval of the minutes. **Supported by Member Walters. MOTION UNANIMOUSLY APPROVED.** Board Chair Ward Gerson also noted that the schedule for the 2023 Board and Committee meetings have been provided and will be held at the Detroit Public Safety Headquarters as well as via ZOOM.

**PUBLIC COMMENT**

Board Chair Ward Gerson opened the floor to public comment.

**Aminah Stieger** – Attending on behalf of the President of the Schoolcraft Improvement Association, stated that the organization purchased a side lot located at 12751 Memorial for community gatherings, meetings and annual jazz concerts in the garden. Ms. Stieger also stated that they received a grant from the Neighborhood Beautification program and are planning to expand the property to include additional gardens and host other events. Ms. Stieger expressed her excitement to own the lot and wanted to thank the Detroit Land Bank for making this possible.

**Vanessa Peake** – Detroit resident, stated that she sent an email to Tammy Daniels, CEO, on November 2, 2022, and did not receive a response. Ms. Peake expressed concerns about the actions that are

scheduled to take place on St. Louis Street, the effects they will have on the quality of life for residents, and the constant police presence. Ms. Peake also expressed concerns about the Land Bank selling houses to unruly individuals and would like to meet to discuss some viable solutions for the community. Tammy Daniels, CEO, responded to Ms. Peake and stated that she did receive her email and is in the process of investigating to obtain additional details about the side lot swap and will provide a response once complete. Ms. Daniels also stated that in response to the activity in the neighborhood, Ms. Peake was invited to her small group community meeting to discuss further and did not accept the invitation. However, the DLBA will extend an invitation to the next meeting.

## **CEO UPDATE**

### **Employee Engagement Survey update**

Tammy Daniels, CEO, asked Michele Shelton, Human Resources Director, to provide members with an update on the Employee Engagement survey. Michele reported that the Employee Engagement survey results have been released and reviewed by managers and stated that she has conducted a training on how to understand and navigate the dashboard, as well as provided some additional resources on how to have interactive discussions with their teams to develop and implement action plans. Michele reported that she also has meetings scheduled with senior leadership to review solutions that will be implemented around five target areas and to identify the items that will be communicated organizationally wide. Michele also reported that the Executive summary is forthcoming.

### **Video Success Stories**

Tammy reported that a video of Land Bank success stories will be sent to members over the holiday break as well as shared at the January Board meeting and released on our social media platforms.

### **Equitable Transfers**

Doug Parker, General Counsel refreshed members on the equitable transfer policy and process and shared four equitable transfers with the group. Doug reported that the Land Bank has agreed to transfer four houses to separate people, each of whom believed they had purchased the house and invested resources in renovating it. The houses are located at the following addresses located in Detroit.

1. 19948 Chapel
2. 19149 Westphalia
3. 9104 Prairie
4. 13601 Monte Vista

## **NEW BUSINESS**

### **a. Resolutions**

**11-01-2022 RESOLUTION ACCEPTING AUDITED FINANCIAL STATEMENTS.** Reginald Scott, CFO/COO provided background on the resolution. **Motion by Member Hosey to approve resolution. Supported by Member Morrow-Bartell. MOTION UNANIMOUSLY APPROVED.**

**11-02-2022 RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO ENTER INTO SERVICES AGREEMENTS FOR TREE AND STUMP REMOVAL SERVICES.** Jamie Furst, Assistant Director, Operations, provided background on the resolution. **Motion by Member Walters to approve resolution. Supported by Member Hosey. MOTION UNANIMOUSLY APPROVED.**

**11-03-2022 RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO REMIT PAYMENT TO EVERSTREAM FKA ROCKET FIBER ON BEHALF OF THE DETROIT LAND BANK AUTHORITY.** Gabriel Guerrero, Chief Counsel, provided background on the resolution. **Motion by Member Walters to**



**approve resolution. Supported by Member Morrow-Bartell. MOTION UNANIMOUSLY APPROVED.**

**11-04-2022 RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO ENTER INTO A SERVICES AGREEMENT WITH TRADEMARK BUILDING COMPANY, INC. DBA UNLIMITED MODULAR HOMES.** Veronica Johnson, Assistant Director, Property Rehabilitation provided background on the resolution. **Motion by Member Hosey to approve resolution. Supported by Member Walters. MOTION UNANIMOUSLY APPROVED.**

**11-05-2022 RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO CONVEY PROPERTY TO THE CITY OF DETROIT FOR DEDICATION TO BLOOMFIELD PLAY LOT.** Robbie Linn, Director, Planning and Analysis, provided background on the resolution. **Motion by Member Hosey to approve resolution. Supported by Member Walters. MOTION UNANIMOUSLY APPROVED.**

**11-06-2022 RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO CONVEY PROPERTY TO THE CITY OF DETROIT FOR THE PLANNED OSSIAN SWEET PROJECT.** Robbie Linn, Director, Planning and Analysis, provided background on the resolution. **Motion by Member Hosey to approve resolution. Supported by Member Walters. MOTION UNANIMOUSLY APPROVED.**

**11-07-2022 RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ACCEPT PROPERTY FROM AND TRANSFER PROPERTY TO BLANCA VELAZQUEZ CERDA.** Robbie Linn, Director, Planning and Analysis, provided background on the resolution. **Motion by Member Morrow-Bartell to approve resolution. Supported by Member Walters. MOTION UNANIMOUSLY APPROVED.**

**11-08-2022 RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH DETROIT FRIENDS MEETING (QUAKERS).** Karla Marshall Manager, Real Estate Team, provided background on the resolution. **Motion by Member Hosey to approve resolution. Supported by Member Walters. MOTION UNANIMOUSLY APPROVED.**

**11-09-2022 RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO OPTION TO PURCHASE & DEVELOP AND AGREEMENT TO MAINTAIN PROPERTY WITH GARDEN PARTY COLLECTIVE.** Karla Marshall Manager, Real Estate Team, provided background on the resolution. **Motion by Member Walters to approve resolution. Supported by Member Morrow-Bartell. MOTION UNANIMOUSLY APPROVED.**

**11-10-2022 RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH OMNIA, INC. DBA NINE DESIGN & HOMES.** Karla Marshall Manager, Real Estate Team, provided background on the resolution. **Motion by Member Hosey to approve resolution. Supported by Member Walters. MOTION UNANIMOUSLY APPROVED.**

**11-11-2022 RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO LAND TRANSFER AGREEMENT WITH THE DETROIT HOUSING COMMISSION.** Doug Parker, General Counsel, provided background on the resolution. **Motion by Member Walters to approve resolution. Supported by Member Morrow-Bartell. MOTION UNANIMOUSLY APPROVED.**

**11-12-2022 RESOLUTION APPROVING SALE OF 2077 CLAIRMOUNT.** Robbie 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.**

#### **CLOSED SESSION**

Board Chair Ward Gerson called for a Motion to enter Closed Session. **Motion by Member Hosey. Supported by Member Morrow-Bartell.** Board Chair Ward Gerson called roll for the vote of each Board Member to go into Closed Session. **MOTION UNANIMOUSLY APPROVED.**

**Board Chair Ward Gerson moved to Closed Session at 11:17 a.m.**

In accordance with the State of Michigan's Open Meetings Act (OMA), Section 8, Closed Sessions are permitted. The conditions of such a Closed Session includes the following: 1) The Session must be for a "limited purpose," 2) the Session must be conducted during the course of an open meeting and 3) per Section 9(1) of the OMA, the minutes of the open meeting must include the purpose for which a closed session is held.

The purpose of the Closed Session was to consult with the DLBA's attorney regarding trial or settlement strategy in connection with specific pending litigation as permitted in MCL 15.268(e), and to consider material exempt from discussion or disclosure by state or federal statute, specifically Section 13(1)(g) of Michigan's Freedom of Information Act, which protects the attorney-client privilege, as permitted in MCL 15.268(h).

**Return to open session at 11:49 a.m.**

#### **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 Walters MOTION UNANIMOUSLY APPROVED.** The meeting was adjourned at **11:50 a.m.**

# DLBA Board of Directors

2022 Employee Engagement Survey

Executive Summary

January 24, 2023

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Detroit Land Bank Authority

Michele Shelton, HR Director



## EXECUTIVE SUMMARY

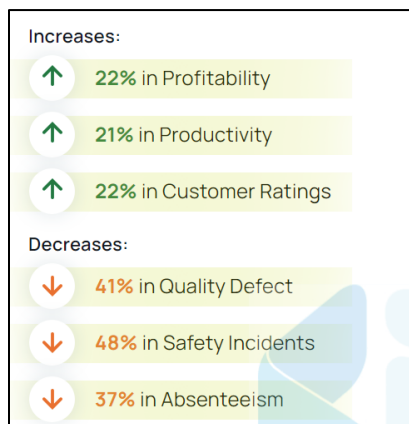
### *Background*

In the Spring of 2022, an effort to measure the connections that our employees have toward their work and the organization, the DLBA requested quotes for an Employee Engagement survey vendor. The DLBA received four (4) very comprehensive responses and selected Custom Insight LLC to conduct the effort. The survey launched on August 8, 2022, and all employee submissions were due on or before September 9, 2022.

### **Survey Participation**

Survey participation rates were considerably high at a rate of 87%; 128 out of 147 eligible employees responded to the survey. The average participation rate for an organization of our size is around 75%. A high participation rate is also a good indicator that any responsive actions the DLBA will take to improve engagement will benefit the majority of employees.

### **Why Employee Engagement Matters**



Employee Engagement is the extent to which employees feel passionate about their jobs, are committed to the organization, and put discretionary effort into their work. Engaged employees search out feedback from management, expect all employees be held accountable for delivering results, and find meaning with their team and at work, whereas low performers avoid accountability, cling to the status quo, and resist change.

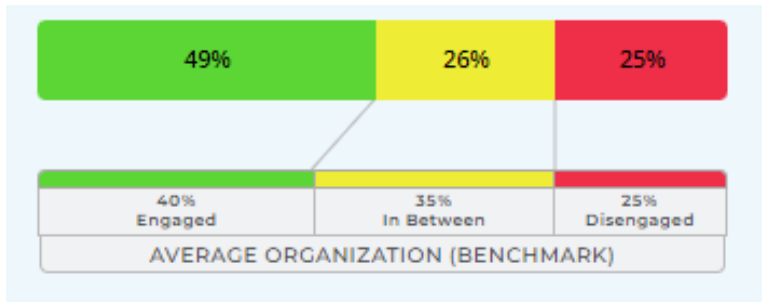
Engaged employees look at the whole of the company and understand their purpose, where, and how they fit in.

This leads to better decision-making. Organizations with an engaged workforce outperform their competition. They have higher earnings per share (EPS) and recover more quickly after recessions and financial setbacks. Engagement is a key differentiator when it comes to growth and innovation.

# Results

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## Response Distribution



The survey response distribution indicates that employees at the DLBA are **9% more engaged than the average organization**. The DLBA has 9% less employees than the average organization who are neither engaged or disengaged, and the response distribution shows that DLBA employees are no more disengaged than the average organization. The strategic goal for the next survey is to decrease the number of disengaged employees through targeted action planning and increase the number of engaged employees who are passionate, committed and go above and beyond.

## Percentile Score

The percentile score shows how our score compares to the scores received by other organizations and indicates what percentage of organizations scored lower than our organization. The lowest possible score is a 1 (1st percentile) and the highest possible score is a 99 (99th percentile). The 50th percentile is average. The engagement percentile score for the DLBA is 47; meaning, 47% of other organizations scored lower than our organization on engagement. Our goal for the next survey is to increase our engagement percentile score to at least 50, which is a reasonable increase for an organization to achieve with targeted action planning from a baseline survey.

## Strengths

Survey feedback indicates that employees at the DLBA:

- Are given the freedom to do their jobs effectively
- Receive useful and constructive feedback
- Receive comparable benefits to those at other organizations
- Feel the pace of work allows them to do a good job

## Opportunities:

Opportunities for improvement include:

- The DLBA being willing to make changes, when necessary, in order to remain competitive
- The DLBA maintaining a very high standard of quality in everything it does
- Information and knowledge being shared openly within the DLBA

## Top Priorities

Top priorities are areas that are more likely to improve an organization's engagement and performance. To determine the DLBA's top priorities, Custom Insight analyzed the following factors:

- ✓ **Score:** How low is the item score? A lower score increases the priority level.
- ✓ **Driver:** How strongly does the item impact overall engagement? (Calculations are specific to our organization and to each demographic subgroup.)
- ✓ **Trend:** Where are the emerging issues or persistent problem areas?
- ✓ **Size:** How many people are in the demographic group? More people mean a higher priority because the problem impacts more people.

## The Top Priorities identified for the DLBA are:

Priority	Theme/Category	Survey Item
1	<b>Organizational Effectiveness</b>	DLBA is willing to make changes, when necessary, in order to remain competitive.
2	<b>Quality &amp; Customer Focus</b>	At DLBA, we maintain very high standards of quality in everything we do.
3	<b>Communication</b>	Information and knowledge are shared openly within the DLBA.
4	<b>Teamwork</b>	My manager emphasizes cooperation and teamwork among members of my workgroup.
5	<b>Respect for Management</b>	The leaders of DLBA really know what they are doing.
6	<b>Purpose and Direction</b>	My manager clearly defines goals and expectations.
7	<b>Accountability</b>	My manager always addresses poor performance appropriately.
8	<b>Trust</b>	There is an atmosphere of trust at DLBA.

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Due to the highly manager-based focus of items 4-6 above (Teamwork, Respect for Management, Purpose and Direction), DLBA leadership selected the following five (5) Top Priorities for targeted organization-wide action planning.

- **Organizational Effectiveness**
- **Quality & Customer Focus**
- **Communication**
- **Accountability**
- **Trust**

The DLBA will support all manager efforts to improve priorities 4-6 through voluntary and some mandatory leadership training.

### **Training**

Human Resources conducted engagement results training for all managers and provided tools and resources for conducting team results discussions and action planning. All DLBA teams have received team-based results and are actively working to establish goals and action plans.

### **Action Planning**

Human Resources led DLBA senior leadership in results discussions and facilitated brainstorming sessions to produce targeted solutions. Once targeted solutions were proposed to address each top priority, Human Resources invited employees to submit their feedback to confirm how well the solutions addressed their concerns.

The participation rate on the solutions feedback survey was 63% with 92 of 147 employees responding and providing detailed comments and suggestions on ways to improve engagement. The employee feedback was compiled and shared with senior leadership. Feedback was then assigned to five (5) separate senior leadership workgroups who are in the process of finalizing recommendations to address the top priorities.

### **Next Steps**

Finalization of action plans is expected to occur by the end of January. Implementation of each organization-wide action plan will commence in early February. The DLBA is confident that this comprehensive and inclusive approach to action planning will result in actions that will improve engagement overall.

Chances for success improve significantly when organizations set goals, implement a plan, and check on their progress throughout the year. Therefore, pulse surveys will be conducted

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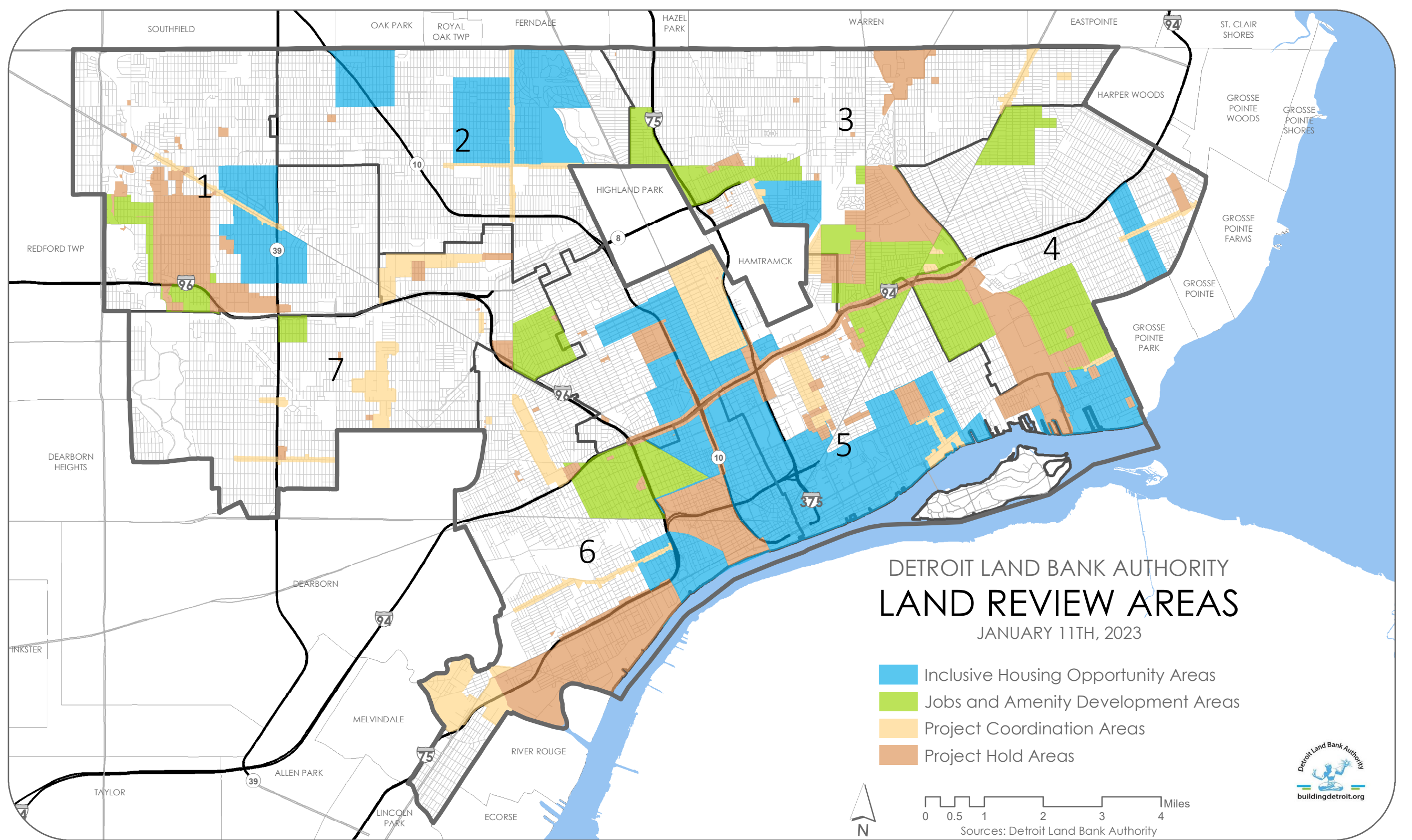
throughout 2023 to gauge progress on team goals as well as organization-wide strategies to improve engagement.

This practice is recommended because it allows enough time to implement changes and for those changes to take effect, while also ensuring that any new problems that arise can be identified and dealt with promptly prior to repeating the survey in early 2024.

**Employee Engagement Program Administration Timeline:**

Action	Completion Date	Status
Survey Administration	Sept 9, 2022	
Executive Team Results Review	Oct 13, 2022	
Results shared org-wide	Oct 25, 2022	
Manager Results Review & Action Planning Training	Nov 4, 2022	
Senior Leadership Solutions Brainstorming	Nov 21, 2022	
Employee Feedback on Solutions	Dec 5, 2022	
Team Action Planning		In-progress, due end of January
Org-wide Action Planning		In-progress, due end of January
Implement Org-wide Action Plan		Pending: early February
Monitor progress (Pulse Surveys)		Pending thru 2023
Administer 2 <sup>nd</sup> survey		Pending: 3 <sup>rd</sup> Quarter 2024
Monitor ongoing progress		Pending thru 2024





# DETROIT LAND BANK AUTHORITY LAND REVIEW AREAS

JANUARY 11TH, 2023

- Inclusive Housing Opportunity Areas
- Jobs and Amenity Development Areas
- Project Coordination Areas
- Project Hold Areas

0 0.5 1 2 3 4 Miles  
Sources: Detroit Land Bank Authority



***DLBA***

***2023 SLATE OF OFFICERS***

*Chairperson*

*Erica Ward Gerson*

*Vice Chairperson*

*Richard Hosey*

*Secretary*

*Patricia Pernell-Shelton*

*Treasurer*

*Carol Walters*

**01-01-2023**

RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO  
ENTER INTO A SERVICES AGREEMENT WITH FIRST AMERICAN  
TITLE COMPANY

**RESOLUTION NO.      01-01-2023**

**RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO ENTER INTO A SERVICES AGREEMENT WITH FIRST AMERICAN TITLE COMPANY**

WHEREAS, the Detroit Land Bank Authority under its Rules of Procurement has issued a Request for Qualifications and Quotations (“RFQQ”) for title, closing, and escrow services to support its current and future programmatic initiatives; and

WHEREAS, based upon the responses to the RFQQ, First American Title Company was selected as a winning qualified contractor to provide the Detroit Land Bank Authority with title, closing, and escrow services; and

WHEREAS, the scope of services to be provided by First American Title Company, and their corresponding fees, are set forth on Schedule A of the Services Agreement, attached hereto as Exhibit 1; and

WHEREAS, the Services Agreement will remain in effect for two years, unless earlier terminated, or extended, in accordance with the terms set forth therein; and

WHEREAS, the total budget for the Services Agreement is likely to exceed \$100,000.00 during the initial two-year term; 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 Services Agreement 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 Chief Executive Officer is authorized to negotiate, sign, and enter into a Services Agreement substantially in the form attached hereto as Exhibit 1, on behalf of the Detroit Land Bank Authority, for title, closing, and escrow services, with such changes as she 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 chairperson thereupon declared the resolution duly passed and adopted this \_\_\_\_ day of January, 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS

ERICA WARD GERSON, CHAIRPERSON

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

## SERVICES AGREEMENT

This Services Agreement (this "**Agreement**") is entered as of \_\_\_\_\_ (the "Effective Date"), 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 First American Title Company, a foreign profit corporation, whose address is 3031 West Grand Boulevard, Suite 145, Detroit, Michigan 48202 ("**Contractor**"). DLBA and Contractor are referred to from time to time in this Agreement individually as a "**Party**" and, together, as the "**Parties**."

1. **Services.** Contractor will provide the services set forth on Schedule A attached hereto (collectively, the "**Services**") to DLBA. The Services will be provided by Contractor in a competent and professional manner, and in accordance with all applicable laws, rules, and orders. Contractor will determine the mechanics of performing the Services required hereunder; however, Contractor will be available to DLBA, at a minimum, during normal business hours.

2. **Term.** The term of this Agreement will commence on the Effective Date and will remain in effect for 2 years (the "**Term**"). This Agreement may be renewed for a single 1-year term. Such renewal is effective only upon the mutual execution of a signed writing by the Parties.

3. **Fees; Expenses.** In consideration for the Services provided herein, DLBA will compensate Contractor in accordance with the fee ascribed for each type of Service set forth on Schedule A hereto (the "**Fees**") subject to the terms and conditions set forth herein. Except as specifically set forth on Schedule A, Contractor will be solely responsible for expenses incurred by it or on its behalf hereunder and will have no authority to incur any expense on DLBA's behalf. Contractor acknowledges that Contractor will be solely responsible for all federal, state, and local taxes arising from this Agreement.

(a) **Invoicing.** Within 30 days of the end of each calendar month, Contractor will provide to DLBA an invoice of Contractor's Fees for the Services (each, an "**Invoice**") provided during such calendar month. Such invoice will reasonably detail any Services provided, and Contractor agrees, upon request, to provide such supporting documents as may be reasonably requested by DLBA with respect to each invoice for the Services. Contractor will maintain at its office all purchase orders and receipts as supporting documentation and such documentation will be made available upon request from DLBA and other auditors.

(b) **Payment.** Unless otherwise agreed, DLBA will deliver payment in full for all duly charged Fees to Contractor within 30 days from the date of receipt of each complete and accurate Invoice.

4. **Equipment.** Contractor will furnish, at its own expense, any equipment, supplies and other materials necessary to perform the Services.

5. **Intellectual Property.** Contractor grants a perpetual license to DLBA and its successors to utilize, commercially or non-commercially, any intellectual property created or developed in performance of this Agreement.

6. **Indemnification by Contractor.** Contractor will indemnify, defend, and hold harmless DLBA and each of its officers, employees, agents and affiliates, and the successors, assigns, heirs, and legal representatives of each of the foregoing from and against any and all claims, damages, liabilities, losses, costs, and expenses (including attorneys' fees and court costs incurred in connection with the enforcement of this indemnity) imposed on or incurred by any such party to the extent that they arise out of any of the following: (a) failure by Contractor or any of its officers, employees, or agents (collectively, with Contractor, the "**Contractor Parties**") to comply with laws and regulations applicable to the Contractor Parties; (b) any negligent act or omission by a Contractor Party; (c) intentional misconduct on the part of the Contractor Parties; or (d) Contractor's material breach of any obligation contained in this Agreement.

7. **Independent Contractor.** Nothing in this Agreement will constitute or be deemed to constitute a partnership or joint venture between the parties hereto, or create or be deemed to create any agent or employment relationship and neither party hereto will have authority or power to bind or contract for the other party. Contractor is an independent contractor with respect to the Services provided under this Agreement. DLBA will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes on Contractor's behalf. DLBA will not be responsible for making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Contractor's behalf. Contractor will be responsible for, and will indemnify DLBA against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by Contractor in connection with the performance of the Services will be Contractor's employees or contractors and Contractor will be fully responsible for them and indemnify DLBA against any claims made by or on behalf of any such employee or contractors.

8. **Qualifications of Contractor's Employees Providing Services.** Contractor will recruit, interview, select, hire, and assign employees or contractors to execute the Services who, in Contractor's judgment, are best qualified to perform Services. All employees or contractors hired by Contractor to provide Services will be qualified to provide such Services having all education, certifications, experience, and skills necessary to competently complete assigned tasks in a matter that is consistent with the industry standards. When requested, Contractor will provide to DLBA any documentation related to Contractor's employee's or contractor's qualifications and certifications. This Agreement will in no way affect the right of Contractor, in its sole discretion as employer, to hire, assign, reassign, discipline, or terminate its own employees or contractors.

9. **No Benefits.** Contractor and Contractor's employees and agents will not be eligible to participate in any vacation, medical insurance, life insurance, disability, profit sharing, retirement, or any other benefit plans offered by DLBA to its employees.

10. **Confidentiality.** Contractor will have access to information that is treated as confidential and proprietary by DLBA, including, without limitation, trade secrets, information pertaining to business operations and strategies, customers, inventions, finances, operations of DLBA and its affiliates (collectively, "**Confidential Information**"). Contractor agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or in part, to any third party without the prior written consent of DLBA in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. Contractor will notify DLBA immediately in the event Contractor becomes aware of any loss or disclosure of any Confidential Information.

11. **Audits, Monitoring, Record Keeping, and Reports.** Contractor will make available all books, documents, papers, and records directly pertinent to this Agreement (collectively, "**Records**") in their entirety, including all identifying labels and case names, with no deletions, for monitoring, audits, inspections, examinations, and making excerpts and transcriptions by DLBA at all reasonable times. Contractor will keep full and complete records documenting all Services performed under this Agreement including, but not limited to, records of all activities performed pursuant to this Agreement and all financial records associated therewith. All financial Records pertinent to this Agreement will be kept in accordance with generally accepted accounting principles.

12. **Disclosures.** Prior to execution of this Agreement, Contractor will disclose in writing to DLBA any interest in or affiliation with any vendor, partner, funding source, board member, employee, agency, or other entity or individual known to be under contract with, employed by, or of service to DLBA.

13. **Insurance.** Contractor shall, at its own cost and expense, maintain adequate worker's compensation insurance and such other insurance as DLBA requests. Upon request, Contractor agrees to forward a certificate of insurance to DLBA verifying such insurance. Contractor also agrees to name DLBA as an additional insured on such insurance. Such insurance policies shall be purchased from insurance companies which are licensed to issue such policies by the appropriate governmental authorities.

14. **Termination & Expiration.**

(a) **Termination by DLBA.** DLBA may terminate this Agreement at any time without cause. In the event of termination pursuant to this Section, DLBA shall pay Contractor on a pro-rata basis any Fees then due and payable for any Services completed up to and including the date of such termination.

(b) **Termination by Contractor.** In the event that DLBA breaches this Agreement and DLBA does not cure such breach within 10 days after receipt of written notice of such breach, Contractor may terminate this Agreement by written notice to DLBA.

(c) Upon expiration or termination of this Agreement for any reason, or at any other time upon DLBA's written request, Contractor will promptly:

- (i) deliver to DLBA all Records pertaining to ordered Services;
- (ii) deliver to DLBA all materials provided by DLBA for Contractor's use;
- (iii) deliver to DLBA all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on the Confidential Information;
- (iv) permanently erase all Confidential Information from Contractor's electronic storage systems; and
- (v) certify in writing to DLBA that Contractor has complied with the requirements (i) to (iv) of this Section.

15. **Assignment.** The rights and duties of Contractor hereunder are not assignable or transferable without the prior written consent of DLBA, and any purported assignment or transfer by Contractor without such consent will be void. DLBA may assign its rights or delegate its performance hereunder, in whole or in part, without the prior written consent of Contractor. Any permitted assignment shall be binding upon, and inure to, the benefit of the Parties and their permitted successors and assigns.

16. **Notices.** 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 DLBA will be provided to:

Detroit Land Bank Authority  
Attn: Jano Hanna  
500 Griswold Street, Suite 1200  
Detroit, Michigan 48226  
jhanna@detroitlandbank.org

Notice to Contractor will be provided to:

First American Title Company  
Attn: Angie McNeely  
3031 West Grand Boulevard, Suite 145  
Detroit, Michigan 48202  
Email: amcneely@firstam.com

17. **Integration; Modification.**

- (a) This Agreement contains both DLBA's and Contractor's entire intentions



and understandings in regard to the Services. This Agreement supersedes any prior agreements, whether written or oral.

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

18. **Miscellaneous.**

(a) **Schedules & Exhibits.** Any schedule or exhibit attached to this Agreement is made a part of this Agreement for all purposes hereof.

(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. Contractor 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. Contractor agrees that service of process at the address and in the manner specified in Section 16 will be sufficient to put Contractor on notice. Contractor 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 Wayne County, Michigan.

(d) **Severability.** In the event that any provision contained herein is held invalid, illegal, or unenforceable in any respect, the remaining provisions hereof will not be in any way impaired or affected, it being the intent of the parties that any such invalidity, illegality, or unenforceability will not invalidate or render unenforceable the remaining provisions of this Agreement.

(e) **No Third-Party Beneficiaries.** Except as otherwise specifically provided herein, this Agreement will not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.

(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) **Dates.** If any date herein set forth for the performance of any obligations of DLBA or Contractor, 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.

The Detroit Land Bank Authority and First American Title Company have caused this Services Agreement to be executed as of the Effective Date.

**DETROIT LAND BANK AUTHORITY**

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

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

Name: Tammy Daniels

Title: Chief Executive Officer

**FIRST AMERICAN TITLE COMPANY**

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

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

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

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

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

## SCHEDULE A

### DESCRIPTION OF SERVICES AND FEES

#### SERVICES

For each parcel of property assigned by the DLBA, the Contractor will be provided a deed from the Wayne County Treasurer as well as the results of a Freedom of Information Act (FOIA) request. Contractor must have the ability to determine if title has been sufficiently cleared by tax foreclosure to render the property "Clear to Close" (CTC). Contractor to provide the following:

A. Title Examination Services including:

- (1) Conduct a 40-year title search to identify Interested Parties for an Expedited Quiet Title action. It is expected that all unresolved ownership interests, liens, judgments, and encumbrances would be identified on the title reports including, but not limited to, the following: delinquent and current property taxes and water bills due, State and Federal liens, consensual and nonconsensual liens, bankruptcy liens, bank and tax foreclosure actions pending and past, and notices of lis pendens.
- (2) Contractor shall submit this information in the form of an informational title commitment with the policy amounts and names of insureds to be identified. Must provide the completed title commitment to the DLBA within 2 weeks of receipt of the title order and FOIA request.
- (3) Contractor will provide addresses for purposes of service on the Interested Parties using Accurant Plus, Lexus, TLO, Probate Court, LARA (Michigan Secretary of State), NIC, FDIC, or similar internet-based services. The commitment must identify the document type, liber, page, and the origin of the interested party.
- (4) Provide a copy of all documents evidencing ownership interests, encumbrances or exceptions noted in the title insurance commitment and advice to the DLBA. The contractor is required to provide the full abstract to the DLBA upon generation and delivery of title commitment. Provide the date each assessment and/or title search was conducted.
- (5) Transmit to the DLBA electronic copies of the title assessment, as well as copies of any documents generated or produced by the Contractor in connection with the assigned parcel.

B. A minimum commitment amount of \$10,000 for Title Insurance is to be provided for those properties cleared to close on the strength of the tax foreclosure proceedings and FOIA file, without the need for an additional quiet title. For those properties not cleared to close, the DLBA will commence and prosecute an expedited Quiet Title action on the properties pursuant to the Michigan Land Bank Fast track act being MCL 124.759. When judgment is entered and recorded, the judgment together with service documentation will be provided to the Contractor. The Contractor will then provide a minimum commitment amount of \$10,000 for Title Insurance. For

these commitments, Contractor shall submit this information in the form of an informational title commitment, with the policy amounts and names of insureds to be identified.

(1) When judgment is entered and recorded, the judgment together with service documentation will be provided to the Contractor for review. The Contractor will review the judgment and service documentation and render an opinion on clear to close status or raise any questions or concerns within 5 business days of completing their review. If the Contractor does not deem the judgment or service documentation to be sufficient, Contractor shall provide a detailed explanation of the deficiency.

C. For those properties for which the DLBA identifies a buyer, the DLBA will provide the Contractor with a signed Purchase Agreement and Contractor will coordinate closing transactions between the DLBA and buyer, at a fee to the buyer, including:

- (1) Preparing buyer and seller closing statements and all other documentation required (and HUD-1 Settlement Statements for lender financed transactions), and providing closing document packets for buyer (and lender) review and DLBA signature at least 3 business days prior to scheduled closings,
- (2) Providing a quote and commitment for title insurance to identified buyers and providing a minimum commitment amount of \$10,000 of title insurance to buyers that request it, at a fee to the buyer.
- (3) Providing mobile closer(s) available to close transactions at the DLBA office, or other office located within 1 mile radius of the DLBA office.
- (4) Preparation and execution of the Quit Claim Deed transferring ownership to the buyer. The Contractor will be responsible for ensuring that the Quit Claim Deed is recorded with the Wayne County Register of Deeds following the closing.
- (5) Ensuring that all closing documents are executed by all parties and copies provided to the DLBA within 2 business days of closing,
- (6) Ensuring that all required funds are received to consummate the sale prior to the closing date.

D. Provide escrow services: Holding in a restricted escrow account any funds essential to the completion of the transaction (such as water read, recording, etc.) and holding in escrow a Reconveyance Deed and Release of Interest. The documents are to be held for two years at which time they are to be returned to the DLBA.

**FEES**

<b>Service</b>	<b>Price</b>
Title Search Fee and Commitment	\$250 per Property
Closing Service Fee	\$500 - \$650 per Closing

Recording Processing Fee	\$50 per Closing
Title Insurance Premium (\$10,000 minimum)	Per Closing. Rate chart as filed with MI Dept of Insurance and Financial Services. \$375 Minimum
Title Update (180 days if necessary)	\$100 per Property
Redraft Fee (if necessary)	\$50 per Property
Consolidation Fee (if necessary)	\$100 per Property
Reconveyance Deed (if necessary)	\$100 per Closing

Within thirty (30) days of the end of each calendar month, Contractor shall provide to DLBA a complete and accurate invoice of Contractor's Fees for the Services provided during such calendar month. DLBA in turn agrees to deliver the Fees for the completed Services to Contractor within thirty (30) days from the date of receipt of a complete and accurate invoice from Contractor.

**01-02-2023**

RESOLUTION APPROVING THE APPLICATION BY THE DETROIT  
LAND BANK AUTHORITY FOR A BLIGHT ELIMINATION GRANT  
THROUGH THE MICHIGAN STATE LAND BANK AUTHORITY

**RESOLUTION NO.      01-02-2023**

**RESOLUTION APPROVING THE APPLICATION BY THE DETROIT LAND BANK AUTHORITY FOR A BLIGHT ELIMINATION GRANT THROUGH THE MICHIGAN STATE LAND BANK AUTHORITY**

WHEREAS, the City continues to experience widespread blight and a shortage of move-in ready housing, and the Detroit Land Bank Authority's Property Rehabilitation programs continue to work diligently to make more turnkey homes available across the City and to stabilize property values in the City's neighborhoods; and

WHEREAS, in support of its Property Rehabilitation programs, the Detroit Land Bank Authority desires to apply for a one-time, minimum \$200,000.00 blight elimination grant through the Michigan State Land Bank Authority's RFP 2023-001, which is attached hereto as Exhibit 1; and

WHEREAS, the Michigan State Land Bank Authority has made its final approval of this blight elimination grant conditional, in part, upon its receipt of a formal resolution by this Board approving the Detroit Land Bank Authority's application for this grant; 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 approve the Detroit Land Bank Authority's application for this blight elimination grant through the Michigan State Land Bank Authority 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 (a) the application by the Detroit Land Bank Authority for a blight elimination grant through the Michigan Land Bank Authority is hereby approved, and (b) the Chief Executive Officer is authorized to take any additional actions that she deems necessary or appropriate in her sole discretion to obtain final approval of the grant by the Michigan State Land Bank Authority and to receive that grant, including entering into a grant agreement, subject to approval of the form of any such agreement by the General Counsel, and provided further that any such agreement does 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  
Carol Walters

Patricia Pernell-Shelton  
Miranda Morrow-Bartell

The chairperson thereupon declared the resolution duly passed and adopted this \_\_\_\_ day of January, 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS

ERICA WARD GERSON, CHAIRPERSON

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



STATE LAND BANK AUTHORITY  
**REQUEST FOR PROPOSALS**  
RFP 2023-001  
 BLIGHT ELIMINATION PROGRAM  
 ROUND 1

**Important Dates:**

Event	Date Due	Time Due	Method of Communication
RFP Release	September 15, 2022		SLBA Website
Questions on RFP	open		Submit questions to: <a href="mailto:landbank@michigan.gov">landbank@michigan.gov</a>
Answers to Questions	no later than ten (10) days after proper receipt		SLBA website
Submissions Period*	October 1, 2022 thru January 31, 2023		Submit submissions to: <a href="mailto:landbank@michigan.gov">landbank@michigan.gov</a>
Award/Reject	no later than March 31, 2023		Direct
	<p>* In areas served by a land bank, Respondents (land banks as the lead applicant per Section 1094f(3)) are welcome to provide their submission package any time during the Submission Period; those submissions will be reviewed no later than thirty (30) days after proper submission to SLBA. In areas not served by a land bank, Respondents shall provide their submission package prior to 5:00 pm on January 31, 2023 ("Due Date"); those submissions properly submitted will be reviewed following the Due Date.</p>		
<b>FUTURE</b> Submissions	<p>When and as necessary, and at SLBA's sole and exclusive discretion, SLBA may introduce additional funding rounds to supplement the activities contemplated under this RFP. It is anticipated that SLBA will develop procedures to accommodate a minimum of 2 funding rounds.</p>		



## **REMINDER**

Please check your submission to make sure you have included all of the information which is required in this Request for Proposals (“RFP”). In addition, please submit files as noted on the RFP cover page which include the following:

- Cover Sheet (Attachment A)
- Grant Proposal (Section II)

Submit marked electronic files of your Grant Proposal as noted on the RFP cover page. The State Land Bank Authority (“SLBA”) will review submissions as stated in the Submission Period. Future submissions shall be received under a separate RFP(s), as applicable. **Submissions will only be accepted as noted on the RFP cover page.**

**RESPONDENTS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE FILE NAME OF YOUR SUBMISSION:**

- “RFP 2023-001 Grant Proposal”

**The SLBA will not respond to telephone inquiries, or visitation by Respondents, or their representatives. Respondent’s sole point of contact concerning the RFP is below and any communication outside of this process may result in disqualification.**

State Land Bank Authority  
Post Office Box 30766  
Lansing, Michigan 48909  
[landbank@michigan.gov](mailto:landbank@michigan.gov)

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REQUEST FOR PROPOSALS  
RFP 2023-001

BLIGHT ELIMINATION PROGRAM

This RFP is issued by the SLBA. The SLBA is the sole point of contact with regard to all bidding and contractual matters relating to the services described in this RFP. The SLBA is the only office authorized to change, modify, amend, alter, clarify, etc. the specifications, terms and conditions of this RFP and any potential Contract(s) awarded as a result of this RFP. The SLBA will remain the SOLE POINT OF CONTACT throughout the bidding process. ***The SLBA will not respond to telephone inquiries, or visitation by Respondents or their representatives. Respondent's sole point of contact concerning the RFP is below and any communication outside of this process may result in disqualification.***

State Land Bank Authority  
Post Office Box 30766  
Lansing, Michigan 48909  
[landbank@michigan.gov](mailto:landbank@michigan.gov)

**SECTION I  
STATEMENT OF WORK**

**A) PURPOSE & BACKGROUND STATEMENT**

PA 166 of 2022, Section 1094f(2), appropriated monies to SLBA for blight elimination grants. The purpose of this RFP is to provide grant dollars to land bank authorities and local units of government to address blighted properties in their communities (“Program”). A total of \$21,550,000 is to be awarded on a competitive basis. The SLBA seeks eligible applicants (land bank authority, county, city, village, or township) to apply for blight elimination grant opportunities within its jurisdiction. The maximum award allowed under this RFP (during round 1) will be capped at \$200,000 per county. However, in Prosperity Regions 7, 9, and 10, the maximum award allowed under this RFP (during round 1) will be capped at a \$1,077,500 per Prosperity Region.

**B) DEFINITIONS**

“Contract” has the meaning set forth in Section IV(A)(1) of this RFP.

“Eligible Activity(ies)” means:

- i. Demolition of vacant residential, commercial, or industrial structures, including reasonable and necessary costs directly related to demolition, including, but not limited to, title work, due care demolition plans, acquisition, utility disconnect fees, permit fees, abatement of hazardous materials, air monitoring at demolition sites, the replacement of damaged sidewalk or recurbing at the street, and seeding.
- ii. Stabilization of vacant residential, commercial, or industrial structures identified for future rehabilitation. Eligible stabilization costs may include debris removal, exterior security materials to deter trespassing and vandalism, and interior and exterior repairs needed to protect against further deterioration and meet local exterior property maintenance requirements.
- iii. Matching or gap funds for environmental remediation needed to comply with Department of Environment, Great Lakes, and Energy standards and limited site preparation costs to remove other predevelopment hurdles on publicly owned residential, commercial, or industrial parcels.
- iv. Project administration directly related to activities under subdivisions (i), (ii), or (iii) for up to eight percent (8%) of a Respondent’s total grant award.

“Eligible Property(ies)” means:

- i. Any property owned or under the control of a land bank fast track authority under the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 to 124.774, as amended.
- ii. Any vacant residential, commercial, or industrial property that is blighted. A property is considered blighted if it meets any of the following criteria;
  - a) the property has been declared a public nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance;
  - b) the property has had utilities, plumbing, heating, or sewerage disconnected, destroyed, removed, or rendered ineffective for a period of 1 year or more, rendering the property unfit for its intended use; or
  - c) the property is tax-reverted and owned by this state, a county, or a municipality.

“JEC” has the meaning set forth in Section III(D)(2)(a) of this RFP.

“Program” has the meaning set forth in Section I(A) of this RFP.

“Prosperity Regions” means those regions as shown on the map attached as Exhibit C.

“Respondent” means a land bank authority, county, city, village, or township.

- i. In areas served by a land bank authority, the land bank authority shall act as the lead applicant within its jurisdiction.
- ii. In areas not served by a land bank authority, a county, city, village, or township may apply for funding directly.

“RFP” means this Request for Proposals, (RFP 2023-001).

“Rural County” means a county with a population of 50,000 or less, according to the most recent decennial census.

“SLBA” means the State Land Bank Authority, a Michigan public body corporate and politic, created under the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 to 124.774, as amended.

“Submission Period” means October 1, 2022 thru January 31, 2023.

### **C) GRANT REQUIREMENTS**

Grants shall be distributed on a competitive basis, and in conformity with the following:

- i. Not less than five percent (5%) of total Program funds (\$1,077,500) shall be allocated to each of the state's ten (10) Prosperity Regions.
- ii. Rural Counties are eligible for a guaranteed minimum allocation of \$200,000. In a Rural County served by a land bank authority, the land bank authority must serve as the lead applicant for grants within its jurisdiction.
- iii. County or city land bank authorities operating outside a Rural County are eligible for a guaranteed minimum allocation of \$200,000. In areas served by a land bank authority, the land bank authority must serve as the lead applicant for grants within its jurisdiction.
- iv. A Rural County or land bank authority may apply for grants above the guaranteed minimum of \$200,000. In areas served by a land bank authority, the land bank authority must serve as the lead applicant for grants within its jurisdiction.
- v. In areas not served by a land bank authority, a county, city, village, or township may apply for a grant directly. **The maximum award allowed under this RFP (during round 1) will be capped at \$200,000 per county. However, in Prosperity Regions 7, 9, and 10, the maximum award allowed under this RFP (during round 1) will be capped at \$1,077,500 per Prosperity Region.**

Respondent shall have two options in applying for Program funds: (i) Respondent may apply for grant funds to undertake the proposed project itself, or (ii) Respondent may apply for SLBA assisted grant funds (for demolition Eligible Activities only) to be administered by the SLBA in cooperation with Respondent.

A land bank authority acting as a lead applicant must establish itself to be in good standing with the requirements of its Intergovernmental Agreement, meaning, at a minimum: (i) its Board of Directors is properly established, and (ii) its most recent annual report has been filed with the SLBA accordingly. Proof may be requested.

Respondent must demonstrate the capacity to administer the grant funds in a cost-efficient manner and to meet applicable deadlines including specific information on staffing, status of procured contractors and ability to procure and manage the proposed project. Respondent may be asked for additional information and documentation.

An Eligible Property must be owned by or under the control of the Respondent as provided in Section II(B)(5) below. Proof of site control shall be included with the submission package. Program funds used for Eligible Activities on privately-owned Eligible Property will require that a lien be placed on the privately-owned Eligible Property. A release of lien may be provided conditioned upon demonstration of future development plans satisfactory to SLBA and the local unit of government.

Scoring Criteria:

- i. Development Catalyst Opportunities (30 possible points): Explain how the project will complement or enhance any existing economic development in or near the project area. A development catalyst opportunity may be any recent or current public or private investment project intended to have a positive economic effect within the community, such as downtown redevelopment or housing (re)development (e.g., green space to enhance existing or planned recreational areas, property investment by neighbors, preservation of local structures of significance, etc.). Include any details available about plans for redevelopment of the subject property or how existing or planned redevelopment on surrounding properties may be positively affected.
- ii. Local Support (20 possible points): Explain the degree of local government support, community engagement in the planning process and community support for the proposed Eligible Activities. Letters of support are highly suggested as a demonstration of this support.
- iii. Public Safety (20 possible points): Explain how the project will promote public safety. For example, a project that targets demolition to eliminate unsafe structures near a school, hospital, business district, residential neighborhood, or core neighborhood institution increases public safety. Include additional information such as the condition of the property, any incidents of trespass or criminal activity at the site, etc.
- iv. Additional Investment (5 possible points): Describe any additional public or private investment including matching funds or other funding sources. Please provide a list of leveraged sources, describe their use in the project, and attach evidence of written commitment.

Match Range:

> 75%	(5 points)
51% - 75%	(4 points)
26% - 50%	(3 points)
10% - 25%	(2 points)
< 10%	(1 point)
No Match	(0 points)

All costs to be reimbursed as Eligible Activities shall be limited to those Eligible Activities incurred after an award has been made by the SLBA pursuant to this RFP and a Grant Agreement executed with the SLBA, unless otherwise pre-approved by SLBA.

Any Eligible Activities proposed in the submission package of Respondent must be completed and all necessary documentation submitted by **December 31, 2023**. Payment of grants funds will be on a reimbursement basis, unless otherwise pre-approved by SLBA.

Awardees will be required to provide regular, written progress reports to the SLBA detailing work completed, a detailed accounting of the project, project milestones and other relevant information.

SLBA will conduct a kick-off meeting(s) for selected awardees. These may be held in person or via a Microsoft Teams meeting or similar venue. Topics will include identifying and handling environmental issues, hiring qualified contractors, how to verify state required licenses and notifications, and required documentation.

## SECTION II SUBMISSION FORMAT

To be considered, each Respondent must submit a COMPLETE submission in response to this RFP using the format specified. Respondent's submission must be submitted in the format outlined below. There should be no attachments, enclosures, or exhibits other than those required in the RFP or considered by the Respondent to be essential to a complete understanding of the submission. Each section of the submission should be clearly identified with appropriate headings:

### A) **SUBMISSION**

Respondent may provide its submission package for consideration as follows:

1. For areas served by a land bank, this RFP is an open solicitation, meaning Respondent may provide one (1) complete electronic copy of the submission package via email to [landbank@michigan.gov](mailto:landbank@michigan.gov) at any time during the Submission Period. Submission package may not be sent by mail or facsimile. Late submissions will not be accepted.
2. For areas not served by a land bank, one (1) complete electronic copy of the submission package must be received via email to [landbank@michigan.gov](mailto:landbank@michigan.gov) before **5:00 pm EST on January 31, 2023**. Submission package may not be sent by mail or facsimile. Late submissions will not be accepted.
3. For counties in Prosperity Regions 7, 9 and 10, one (1) complete electronic copy of the submission package must be received via email to [landbank@michigan.gov](mailto:landbank@michigan.gov) before **5:00 pm EST on January 31, 2023** from each Respondent applying. Submission package may not be sent by mail or facsimile. Late submissions will not be accepted.
4. Respondent shall limit its submission package file(s) to 15MB per file. Respondent may send more than one file for its submission package in response to this RFP.

### B) **SUBMISSION REQUIREMENTS & FORMAT**

The submission package shall include the following items to be considered:

1. **Letter of Interest**. The Letter of Interest shall contain Respondent name(s), address, county, contacts name, title, email, and telephone number to be contacted for clarification or additional information regarding submissions. If the Respondent is applying on behalf of an entity other than itself, Respondent shall also include the name(s), address, county, and contact information of such entity. If the Respondent is a land bank authority, Respondent shall also include a board resolution authorizing engagement regarding this RFP. The Letter of Interest shall identify the name of the individual(s) authorized to sign the offer, the Contract and any amendments thereto for each Respondent. The Letter of Interest shall be signed by the person designated to represent the Respondent.



2. Detailed Project Description. Provide the following, as applicable:

A. Demolition Activities

- i. Provide a property list with:
  - a. Full address;
  - b. Condition assessment;
  - c. Ownership information; and
  - d. Photos of structure.
- ii. Disclose any known environmental problems (e.g., contaminants, asbestos, lead, etc.).
- iii. Identify any property slated for demolition that is in an historic district or listed in the National Register of Historic Places and attach appropriate approvals for demolition.
- iv. Provide a map of the project area that also has the subject property(s) identified.
- v. Describe planned post-demolition use of the land, if immediately applicable.
- vi. Provide an itemized budget, including all Eligible Activities, showing all sources and costs for project.

B. Stabilization Activities

- i. Provide a property list with:
  - a. Full address;
  - b. Condition assessment;
  - c. Ownership information; and
  - d. Photos of structure, including area of concern to be stabilized.
- ii. Disclose any known environmental problems. (e.g., contaminants, asbestos, lead, etc.).
- iii. Identify any property slated for stabilization that is in an historic district or listed in the National Register of Historic Places and attach appropriate approvals for stabilization.
- iv. Provide a map of the project area that also has the subject property(s) identified.
- v. Describe the post-stabilization plan and timeline, if immediately applicable.
- vi. Provide an itemized budget, including all Eligible Activities, showing all sources and costs for project.

C. Environmental Remediation / Site Preparation Costs

- i. Provide a property list with:
  - a. Full address;
  - b. Condition assessment;
  - c. Ownership information;
  - d. Photos of structure;
  - e. Previous property uses and potential contaminants or Recognized Environmental Conditions (RECs);
  - f. Known contaminants, if any; and
  - g. Contaminant Exposure Pathways of concern.

<input type="checkbox"/> Unknown	<input type="checkbox"/> Direct Contact
<input type="checkbox"/> Drinking Water	<input type="checkbox"/> Groundwater/Surfacewater Interface (GSI)
<input type="checkbox"/> Volatilization to Indoor Air	<input type="checkbox"/> Ambient Air

- ii. Provide Environmental Site Assessments, if available (e.g. Phase I, Phase II, Baseline Environmental Assessment, asbestos analysis, lead paint, etc.).
  - iii. Provide explanation of proposed remedial activities.
  - iv. Identify any property slated for remediation or site preparation that is in an historic district or listed in the National Register of Historic Places and attach appropriate approvals for remediation or site preparation.
  - v. Provide a map of the project area that also has the subject property(s) identified.
  - vi. Provide maps showing the known contamination relative to the building footprint and/or development plan.
  - vii. Describe the plan for the land after remediation or site preparation.
  - viii. Provide an itemized budget, including all Eligible Activities, showing all sources and costs for project (must identify the gap and/or match requirement).
3. Narrative. Include a narrative summary description of the proposed project, Eligible Property(ies) and of the Eligible Activity(ies) that will be completed.
4. Budget. Provide a detailed project budget estimate from a qualified contractor(s). The budget estimate (including project administration costs) shall include project timeframes and anticipated start and end dates.
5. Site Control. Respondent shall demonstrate site control for any proposed Eligible Property within its submission package. Site control means one of the following: (i) owned by or under the control (“under the control” shall mean the party has the authority and ability to exercise control over the Eligible Property to undertake Eligible Activity(ies)) of Respondent, (ii) owned by or under the control of a local unit of government, (iii) proof that Respondent or local unit of government has entered into an executed written agreement (e.g., option or similar agreement) which allows for acquisition of a proposed Eligible Property, (iv) Respondent or local unit of government has by operation of law the authority and ability to exercise control over the Eligible Property to undertake Eligible Activity(ies), or (v) Respondent or local unit of government has entered into a written agreement with an Eligible Property owner consenting to the Respondent or local unit of government having Eligible Activity(ies) performed at the proposed property. Projects for Eligible Activities pursuant to Section 1094f.(2)(c) must demonstrate that the Eligible Property is a publicly owned residential, commercial, or industrial parcel(s).
6. Administration of Project Funds. Respondent shall demonstrate it has the experience and capacity to undertake the proposed project. Respondent shall demonstrate the capacity to administer the Program funds in a cost-efficient manner, meet applicable deadlines, and provide specific information on staffing, status of procured demolition contractor(s), and ability to procure and manage onsite work.

Alternatively, Respondent may apply for a SLBA assisted grant (demolition Eligible Activities only), administered by the SLBA. For a SLBA assisted grant, the SLBA will work in cooperation with Respondent to procure contractor(s) and manage the demolition process.

7. Additional Information and Comments. Include any other information that is believed to be pertinent, but not specifically asked for elsewhere.

**SECTION III  
RFP PROCESS AND TERMS & CONDITIONS**

**A) QUESTIONS**

Questions from any Respondent concerning the specifications in this RFP must be received via e-mail to [landbank@michigan.gov](mailto:landbank@michigan.gov).

**B) SUBMISSIONS**

To be considered, Respondent must submit a complete response to this RFP, using the format provided in Section II of this RFP, as noted on the RFP cover page. No other distribution of submission is to be made by a Respondent.

The Cover Sheet must be **signed physically or electronically** by the Respondent's Authorized Signatory. The Cover Sheet, Attachment A, must be the first page of the Grant Proposal.

**C) ECONOMY OF PREPARATION**

Each submission should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

**D) SELECTION CRITERIA**

The selection of a qualified Respondent will be based on SLBA's review on content and quality of submittals in addressing the requirements described in this RFP and PA 166 of 2022, and each submission will be evaluated on a two-step selection process described below. This RFP is not a binding agreement. Submittals will be assessed in accordance with the evaluation criteria, and Respondents will be notified whether they have been selected.

1) Step I – Initial Evaluation for Compliance

- a) *Submission Content* – SLBA staff will screen the submissions for technical compliance to include, but not be limited to:
- timely submission of the submission package
  - submission is signed physically or electronically
  - submission satisfies the form and content requirements of this RFP

2) Step II – Criteria for Satisfactory Submissions

- a) Only submissions satisfying Step I will be considered by a Joint Evaluation Committee ("JEC") comprised of individuals selected by the SLBA. Only those submissions that satisfy the submission content requirements described in this RFP, as determined in the sole discretion of the JEC, will be considered for evaluation in Step II. The JEC reserves the right to request additional information from any Respondent.

- b) *Scoring Criteria* – The Respondent should indicate its ability to meet the requirements of this RFP.

		<b>Points Possible</b>
1.	<i>Development Catalyst Opportunities</i>	30
2.	<i>Local Support</i>	20
3.	<i>Public Safety</i>	20
4.	<i>Additional Investment</i>	5
<b>TOTAL</b>		<b>75</b>

**E) RESPONDENTS COSTS**

SLBA will not reimburse Respondent for any cost(s) involved in the preparation and submission of its response to this RFP or in the preparation for and attendance at subsequent interviews. Furthermore, this RFP does not obligate SLBA to accept or contract for any expressed or implied services.

**F) TAXES**

The SLBA may refuse to qualify a Respondent if the Respondent has an outstanding debt to the State of Michigan or the SLBA.

Except as otherwise disclosed in an exhibit to the submission, Respondent certifies that as of the date the Respondent's qualifications were submitted to the SLBA the Respondent owes no outstanding debt to the State of Michigan or the SLBA.

**G) BREACH OF CONTRACT**

Except as otherwise disclosed in an exhibit to Respondent's submission, Respondent is not in material default or breach of any contract or agreement that it may have with the State of Michigan or any of its departments, commissions, boards or agencies, or any other public body in the State of Michigan.

**H) DISCLOSURE OF LITIGATION**

Except as otherwise disclosed in an exhibit to Respondent's submission, there is no criminal litigation, investigations or proceedings involving the Respondent or any of the Respondent's elected officials or employees. In addition, Respondents must disclose in the exhibit requested under this Section of the RFP any civil litigation, arbitration or proceeding to which the Respondent is a party and which involves: (1) disputes that might reasonably be expected to adversely affect the viability or financial stability of the Respondent; or (2) a claim or written allegation of fraud or breach of contract against Respondent, by a governmental or public entity arising out of their business dealings with governmental or public entities. Details of any settlements which Respondent is prevented from disclosing under the terms of the settlement may be annotated as such.

**I) FALSE INFORMATION**

If the SLBA determines that a Respondent purposefully or willfully submitted false information in response to this RFP, the Respondent will not be considered and will result in disqualification and any resulting Contract that may have been executed may be terminated.

**J) DISCLOSURE**

All Respondents should be aware that submissions submitted to the SLBA in response to this RFP may be subject to disclosure under the provisions of Public Act 442 of 1976, as amended, known as the Freedom of Information Act ("FOIA"). Accordingly, confidential information should be excluded from Respondents' submissions. Respondents, however, are encouraged to provide sufficient information to enable the SLBA to determine the Respondent's qualifications and to understand or identify areas where confidential information exists and could be provided. The FOIA also provides for the complete disclosure of a Contract and any attachments or exhibits thereto.

**K) CLARIFICATION/CHANGES IN THE RFP**

Changes made to the RFP as the result of responses made to qualifying questions or concerns will be posted on SLBA's website. Respondents are encouraged to regularly check for changes or other information related to this RFP.

**L) ELECTRONIC BID RECEIPT**

**RESPONDENT SUBMISSIONS MUST BE RECEIVED AS NOTED ON THE RFP COVER PAGE.** Respondent is responsible for timely submission of its documentation. THE SLBA HAS NO OBLIGATION TO CONSIDER ANY SUBMISSION THAT IS NOT RECEIVED BY THE APPOINTED DATE AND TIME.

**M) RESERVATION OF SLBA DISCRETION**

Notwithstanding any other statement in this RFP, the SLBA reserves the right to:

- 1) reject any and all submissions;
- 2) waive any errors or irregularities in the bidding process or in any submission;
- 3) rebid the project;
- 4) negotiate with any Respondent for a reduced price, or for an increased price to include any alternates that the Respondent may propose;
- 5) revise or reduce the scope of the project, and rebid or negotiate with any Respondent regarding the revised project;
- 6) defer or abandon the project;
- 7) amend or revise the RFP; AND/OR
- 8) request clarification of information submitted and to request additional information of one or more Respondents.

The SLBA's decision is final and not subject to appeal. Any attempt by a Respondent, collaborating entity, or other party of interest to the project to influence the awards process, to appeal, and/or take any action, including, but not limited to, legal action, regarding the submission or awards process in general may result in the Respondent's disqualification and elimination from the award process.

#### **N) JURISDICTION**

The laws of the State of Michigan shall govern this RFP. The parties shall make a good faith effort to resolve any controversies that arise regarding this RFP. If a controversy cannot be resolved, the parties agree that any legal actions concerning this RFP shall be brought in the Michigan Court of Claims or, as appropriate, the Ingham County Circuit Court in Ingham County, Michigan. Respondent acknowledges that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever Respondent resides, in or outside of the United States.

#### **O) TERMINATION OR REALLOCATION OF FUNDING**

If the State of Michigan legislature or the State of Michigan government fails to provide or terminates the funding necessary for SLBA to fund this RFP, SLBA may terminate this RFP, and any subsequent Contract. Upon such termination of funding, SLBA shall have no further obligation to provide Program funds.

Program awards will be revoked and the funds reallocated if the Respondent fails to provide necessary information, fails to meet deadlines, fails to secure the necessary agreements and approvals within the established timeframes or otherwise fails to cooperate with state partners in a manner sufficient to all for the satisfactory completion of the project. Remaining funds may be reallocated according to scores of unfunded proposals, or parts of proposals, submitted as part of this RFP process, or as the SLBA otherwise sees fit consistent with PA 166 of 2022.

**SECTION IV  
CONTRACTUAL TERMS & CONDITIONS**

**A) CONTRACT TERMS & CONDITIONS**

- 1) The Contract – A successful Respondent will be subject to the terms and conditions of the SLBA's Grant Agreement (the "Contract") upon execution of the Contract by the SLBA and Respondent. The standard terms and conditions of the Contract are attached to this RFP as Attachment B.
- 2) Term of Work – All Eligible Activities proposed in the submission package of a successful Respondent must be completed by December 31, 2023.
- 3) Modification of Service – Any modifications to the Contract must be made in writing and may include the addition or deletion of activities or any other modifications deemed necessary. Any changes in pricing proposed by the Respondent resulting from the requested changes are subject to acceptance by the SLBA.

In the event changes are not acceptable to the SLBA, the Contract shall be subject to competitive bidding based upon the new specifications.

- 4) Award of Contract – The SLBA reserves the right to award all or any part of this RFP as provided for in PA 166 of 2022.

**B) SUCCESSFUL RESPONDENT RESPONSIBILITIES**

A successful Respondent will be required to assume responsibility for all Eligible Activities allowed in this RFP whether or not the Respondent performs them. Further, the SLBA will consider the successful Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

**C) ACCEPTANCE OF PROPOSAL CONTENT**

If awarded a Contract, the contents of this RFP will become contractual obligations. The following constitute the complete and exclusive statement of the agreement between the parties as it relates to this transaction:

- 1) This RFP (including subsequent written clarification provided in response to questions raised by email) and any addenda thereto; and
- 2) Final executed Contract.

In the event of any discrepancies between the above documents, the final executed Contract shall control. Failure of a successful Respondent to accept these obligations may result in cancellation of the award.

**ATTACHMENT A**

**RFP RESPONSE COVER SHEET FORM**  
*(attach as a cover sheet to your submission file)*  
**BLIGHT ELIMINATION PROGRAM**  
**RFP 2023-001**

**General Information:**

Name: \_\_\_\_\_ SIGMA ID #: \_\_\_\_\_

Address: \_\_\_\_\_

County: \_\_\_\_\_ Prosperity Region #: \_\_\_\_\_

Applying on behalf of (as applicable): \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Contact's Email Address: \_\_\_\_\_

Name of Authorized Signatory: \_\_\_\_\_

Land Bank Authority       County       City       Village       Township

**Certifications:** Authorized Signatory to initial each of the following, as applicable:

\_\_\_\_\_ Respondent certifies that it is not presently subject to any legal action or judgement, as described in Section III(H).

\_\_\_\_\_ Respondent certifies that all obligations are paid to the State of Michigan as of this date.

\_\_\_\_\_ Respondent certifies that it owes no outstanding debt to the State of Michigan or SLBA.

\_\_\_\_\_ Respondent certifies that it is in good standing with the requirements of its Intergovernmental Agreement, if applicable.

\_\_\_\_\_  
Signature of Authorized Signatory

Date: \_\_\_\_\_

\*Your SIGMA ID Number is located in your State of Michigan vendor file. If you are not currently registered as a vendor with the State of Michigan, you may go to: [www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS) and register. If you have any problems, please contact the SIGMA helpline at 1-800-856-6246.



**ATTACHMENT B**

**SAMPLE CONTRACT**

**STATE LAND BANK AUTHORITY  
GRANT AGREEMENT  
WITH  
GRANTEE**

This Grant Agreement (“Contract”) is made between the State Land Bank Authority (the “SLBA”) and Grantee (the “Grantee”). The SLBA and Grantee shall sometimes be referred to in this Contract individually as a “Party” or collectively as “Parties”.

**Grantee:**      Name  
                    Address  
                    Address

**I.      PURPOSE AND PROJECT SCOPE.**

- A. The purpose of this Contract is to provide funding in the amount of XXX Dollars (\$XXX) in exchange for work to be performed for the project. The SLBA is authorized to provide grant assistance pursuant to PA 166 of 2022. This Contract is subject to the terms and conditions specified herein.
- B. This Contract and its exhibits constitute the entire Contract between the SLBA and the Grantee and may be modified only by written agreement between the SLBA and the Grantee.
- C. The scope of this project is limited to the activities specified in Grantee’s Application and summarized in Exhibit A, and such activities as are authorized by the SLBA under this Contract. Any change in project scope requires prior written approval in accordance with Section IV, Changes, of this Contract.
- D. By acceptance of this Contract, the Grantee commits to complete the project identified in Exhibit A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

**II.     CONTRACT PERIOD.**

Contract Start Date:                      MONTH XX, 20XX  
Reimbursement Submission Date:      MONTH XX, 20XX  
Contract End Date:                         December 31, 2023

Upon signature by the SLBA, the Contract shall be effective from the Contract Start Date until the Contract End Date specified above. The SLBA shall have no responsibility to provide funding to the Grantee for project work performed except between the Contract Start Date and the Contract End Date specified above. Unless otherwise agreed to in writing, expenditures made by the Grantee prior to the Contract Start Date or after the Contract End Date of this Contract are not eligible for payment under this Contract.

**III. CONTACTS.**

**SLBA Contact:**

XXX  
Post Office Box 30766  
Lansing, Michigan 48909  
(517) 335-8212  
[XXX@michigan.gov](mailto:XXX@michigan.gov)

**Grantee Contact:**

Name  
Address  
Address  
Phone  
[email@XXX.com](mailto:email@XXX.com)

**IV. CHANGES.** Any changes to this Contract shall be requested by the Grantee in writing and approved by the SLBA in writing. The SLBA reserves the right to deny requests for changes to the Contract or to the exhibits. No changes can be implemented without written approval by the SLBA.

**V. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS.** The Grantee shall submit deliverables and follow reporting requirements specified in the Program-Specific Requirements section and in Exhibit A of this Contract. All deliverables in Exhibit A, unless otherwise stated in this Contract, shall be made to the SLBA at the address set forth in Section III, or electronically as SLBA may provide.

**VI. GRANTEE RESPONSIBILITIES.**

- A. The Grantee agrees to abide by all local, State, and federal laws, rules, ordinances, and regulations in the performance of this Contract.
- B. All local, State, and federal permits, if required, are the responsibility of the Grantee. Award of this Contract is not a guarantee of permit approval by the State.
- C. The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Contract.
- D. The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- E. The SLBA's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The SLBA's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or cause of action arising out of the performance of this Contract.
- F. The Grantee is responsible for having the appropriate site control as required by PA 166 of 2022 and the SLBA's RFP 2023-001.

- G. The Grantee is responsible for recording a lien in favor of the SLBA on privately-owned Eligible Property in the full amount of any Eligible Activities performed and reimbursed pursuant to this Contract. A release of lien may be provided conditioned upon demonstration of future development plans satisfactory to SLBA and the local unit of government.
- H. The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the SLBA for the purpose of obtaining this Contract or any payment under the Contract and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Contract.
- I. The Grantee is responsible for the completion of all proper due diligence with regard to identifying and addressing potential environmental concerns prior to start of work. Residential demolition sites must, at a minimum, have an Asbestos Containing Material and Hazardous Material Survey. Commercial, institutional and/or industrial demolition sites must have, at a minimum, Asbestos Containing Material and Hazardous Material Survey and a Phase I Environmental Site Assessment, conducted per ASTM E1527-13, with consideration of any findings to be incorporated into the demolition specifications. All reporting requirements and appropriate precautions must be followed in the event any hazardous materials, contamination or Underground Storage Tanks are encountered. Only activities specified in Grantee's submission package are eligible for reimbursement.
- J. Grantee shall conduct all required preliminary environmental studies prior to beginning the bidding process for abatement and demolition. Based on those studies and/or resulting bids, the Grantee's budget and sources of funding will be jointly reviewed by Grantee and the SLBA to determine if adequate financial resources are available. If it is determined that the project exceeds available financial resources, Grantee shall be reimbursed for the direct costs associated with the preliminary environmental studies and the parties will agree to cancel this contract for lack of adequate funding sources.

**VII. USE OF MATERIAL.** Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the SLBA funded all or a portion of its development.

The SLBA retains an irrevocable non-exclusive license to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material submitted or generated under this Contract whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the SLBA can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

**VIII. ASSIGNABILITY.** The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the SLBA. The SLBA does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

**IX. SUBCONTRACTS.** The SLBA reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the SLBA will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. All contractors, subcontractors, or others used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be licensed and qualified, as appropriate, to perform the duties required. Contractors must be procured through a competitive procurement process.

**X. NON-DISCRIMINATION.** The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, State, and local fair employment practices and equal opportunity laws. Grantee covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

In addition, as provided in Executive Directive 2019-09, any contractor or subcontractor shall not discriminate against any employee or applicant for employment with respect to his or her hire, terms, tenure, conditions or privileges of employment, or any matter directly or indirectly related to employment because of religion, race, color, national origin, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.

The Grantee agrees to include in every contract or subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

**XI. UNFAIR LABOR PRACTICES.** The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

**XII. LIABILITY.**

A. The Grantee, not the SLBA, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee. The SLBA shall not be liable for any claims, judgements or costs merely by providing grant funding.

B. All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the SLBA in the performance of this Contract is the responsibility of the SLBA and not the responsibility of the Grantee, if the liability is caused solely by any SLBA employee or agent.

- C. In the event that a liability or liabilities arise as a result of activities conducted jointly by the Grantee and the SLBA in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the SLBA in relation to each Party's responsibilities under these joint activities.
- D. Nothing in this contract should be construed as a waiver of any governmental immunity by the Grantee, the SLBA, its agencies, or employees as provided by statute or court decisions.

**XIII. CONFLICT OF INTEREST.** No employee, officer, director, appointee or elected official of the Grantee's organization or governing body, or their families, shall benefit financially from any part of this Contract.

**XIV. ANTI-LOBBYING.** Grantee shall not use any of the grant funds awarded in this Contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2): "Lobbying" means communicating directly with an official of the executive branch of State government or an official in the legislative branch of State government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Contract for the purpose of litigation against the SLBA. Further, the Grantee shall require that language of the assurances in this section be included in the award documents of all subawards at all tiers.

**XV. DEBARMENT AND SUSPENSION.** By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its contractor(s), subcontractor(s), and others:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
- B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, SLBA, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in subsection (B).
- D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.
- E. Will comply with all applicable requirements of all other State or federal laws, executive orders, regulations, and policies governing this program.

- XVI. AUDIT AND ACCESS TO RECORDS.** Pursuant to MCL 18.1470 the SLBA reserves the right to conduct a programmatic and financial audit of the project, and the SLBA may withhold payment until the audit is satisfactorily completed. The Grantee is required to maintain all pertinent records and evidence pertaining to this Contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the SLBA. The financial and accounting records associated with this Contract shall be made available to SLBA, its designee, and the auditor general, upon request, during the terms of this Contract and any extension of this Contract and for three years after the Contract End Date or final payment under the Contract, whichever is later. The Grantee will provide proper facilities for such access and inspection.
- XVII. INSURANCE.** The Grantee shall require all contractors and subcontractors providing activities or services to be reimbursed under this Contract to carry, and show proof of coverage, of business liability, automobile and workman's compensation insurance at levels consistent with Grantee's contracting policies and contracts.
- XVIII. OTHER SOURCES OF FUNDING.** The Grantee guarantees that any claims made to the SLBA under this Contract must not be financed by any source other than the SLBA under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the SLBA, the total amount representing such duplication of funding.
- XIX. COMPENSATION.**
- A. The SLBA will reimburse the Grantee a total amount not to exceed the amount specified in Section I of this Contract, and only for expenses incurred for this project. All other costs necessary to complete the project are the sole responsibility of the Grantee. Unless and until SLBA receives all required, requested and necessary documents from Grantee, it shall not be liable for any payments to Grantee.
  - B. Unless otherwise agreed to in writing, expenses incurred by the Grantee prior to the Contract Start Date or after the Reimbursement Submission Date of this Contract are not allowed under the Contract.
  - C. The SLBA will approve payment requests after approval of reports and related documentation as required under this Contract.
  - D. The SLBA reserves the right to request additional information necessary to substantiate payment requests.
  - E. Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website ([www.michigan.gov/VSSLogin](http://www.michigan.gov/VSSLogin)).
  - F. Final payment will be withheld by the SLBA until the project is completed in accordance with Section XX, Closeout, and Exhibit A.

**XX. CLOSEOUT.**

- A. A determination of project completion, which may include a site inspection and an audit, shall be made by the SLBA after the Grantee has satisfactorily completed the activities and deliverables described in Exhibit A.
- B. Upon issuance of final payment from the SLBA, the Grantee releases the SLBA of all claims against the SLBA arising under this Contract. Unless otherwise provided in this Contract or by law, final payment under this Contract shall not constitute a waiver of the SLBA's claims against the Grantee.
- C. The Grantee shall immediately refund to the SLBA any payments in excess of the costs allowed by this Contract.

**XXI. CANCELLATION.** This Contract may be canceled by the SLBA, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the SLBA and Grantee. The SLBA reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

**XXII. TERMINATION.**

- A. This Contract may be terminated by the SLBA, for among other things, as follows:
  - a. Upon 30 days written notice to the Grantee:
    - i. if the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation (PA 166 of 2022) or other applicable law or rules;
    - ii. if the Grantee knowingly and willingly presents false information to the SLBA for the purpose of obtaining this Contract or any payment under this Contract;
    - iii. if the SLBA finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the SLBA in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract;
    - iv. during the 30-day written notice period, the SLBA shall also withhold payment for any findings under subparagraphs i-iii, above; or
    - v. if the Grantee or any contractor, subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs (LARA) or its successor.
  - b. Immediately and without further liability to the SLBA if the Grantee, or any agent of the Grantee, or any agent of any contractor or subcontractor is:
    - i. convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;

- ii. convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- iii. convicted under State or federal antitrust statutes;
- iv. convicted of any other criminal offense that, in the sole discretion of the SLBA, reflects on the Grantee's business integrity; or
- v. added to the federal or state Suspension and Debarment list.

B. If the Contract is terminated, the SLBA reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

**XXIII. NOTIFICATION OF DELAYS.** The Grantee shall inform the SLBA's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project. Any change to the Contract End Date must be approved by SLBA as set forth in Section IV.

The individuals signing below certify by their signatures that they are authorized to sign this Contract on behalf of their organization, and that the Parties will fulfill the terms of this Contract, including the attached Exhibit A, and used only as set forth herein.

**XXIV. PUBLICITY.** Grantee shall cooperate with SLBA and coordinate with SLBA for all press releases and public events regarding the projects, including, but not limited to, being available for and attending press events for state and local representatives.

**XXV. DISCLOSURE OF LITIGATION.** Except as otherwise previously disclosed, Grantee shall disclose immediately any criminal litigation, investigations or proceedings involving the Grantee or any of the Grantee's elected officials or employees.

**XXVI. REALLOCATION OR TERMINATION OF FUNDING.** If the State of Michigan legislature or the State of Michigan government fails to provide or terminates the funding necessary for SLBA to fund this Contract, SLBA may terminate this Contract. Upon such termination of funding, SLBA shall have no further obligation to provide grant funds.

Program awards will be revoked and the funds reallocated if the Grantee fails to provide necessary information, fails to meet deadlines, fails to secure the necessary agreements and approvals within the established timeframes or otherwise fails to cooperate with state partners in a manner sufficient to all for the satisfactory completion of the project. Remaining funds may be reallocated as the SLBA otherwise sees fit consistent with PA 166 of 2022.

*(remainder of page intentionally left blank)*



The signatories below warrant that they are empowered to enter into this Contract.

**GRANTEE ACCEPTANCE:**

GRANTEE

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

\_\_\_\_\_  
By: Authorized Signer  
Its: Title

**SLBA ACCEPTANCE:**

State Land Bank Authority

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

\_\_\_\_\_  
By: Jeffrey M. Huntington  
Its: Authorized Officer

## EXHIBIT A

### PROJECT SCOPE AND REQUIREMENTS

- I. **PROJECT LOCATION.** The Grantee agrees to perform or to assume responsibility for the performance of all functions and tasks contained herein in order to complete the blight elimination activities of the property listed below:

Parcel Number: XXX  
Commonly known as: XXX

- II. **PROJECT REQUIREMENTS AND SCOPE.** The Grantee shall complete blight elimination activities at the property identified in Section I of this Exhibit A by the Contract End Date:

- A. The Grantee shall carry out the blight elimination activities in accordance with the requirements set forth in this project scope.
- B. The Grantee shall coordinate blight elimination activities, ensuring that all approvals and permits are in place prior to the start of work.
- C. The Grantee shall ensure compliance with all requirements related to lead-based paint, asbestos and other hazardous materials and notify the appropriate state or local agencies or Michigan Department of Environment, Great Lakes, and Energy (EGLE) if required by law. Further details and requirements are located on the following websites:
- [http://michigan.gov/deq/0,1607,7-135-3310\\_4106-11856--,00.html](http://michigan.gov/deq/0,1607,7-135-3310_4106-11856--,00.html)
  - [http://michigan.gov/deq/0,1607,7-135-3307\\_29693\\_30031---,00.html](http://michigan.gov/deq/0,1607,7-135-3307_29693_30031---,00.html)
  - [https://www.michigan.gov/lara/0,4601,7-154-89334\\_11407\\_15333\\_15369---,00.html](https://www.michigan.gov/lara/0,4601,7-154-89334_11407_15333_15369---,00.html)
  - [https://www.hud.gov/program\\_offices/healthy\\_homes/healthyhomes/lead](https://www.hud.gov/program_offices/healthy_homes/healthyhomes/lead)
  - <http://www.epa.gov/asbestos>.
- D. Demolition includes abatement of hazardous materials, the complete razing and removal of a structure and basement or foundation, removal of associated drives and parking areas, fill with approved fill dirt, topsoil and seeding of the site, or an alternative approved by the Grantee. All work is to be completed in compliance with all local and state laws and regulations.
- E. Clearance of sites includes removal and disposal of all materials and debris offsite in compliance with federal, state or local requirements; providing for erosion control; and other incidentals necessary to satisfactorily complete the structure removal. All debris shall go to a licensed Type I or Type II landfill. Copies of the landfill receipts for every load removed from the project site must be maintained for each day and made available for inspection as requested.
- F. Stabilization activities include {TO BE DETERMINED BY PROJECT}.

- G. Remediation activities include {TO BE DETERMINED BY PROJECT}.
- H. The Grantee is responsible for.
- a. Providing qualified personnel, equipment, materials and other resources necessary to perform activities in order to complete blight elimination activities of the property identified in Section I of this Exhibit A by the Contract End Date.
  - b. Ensuring adequate quality control.
  - c. Maintaining documents and records related to all the activities carried out under the Contract. The Grantee shall maintain current, accurate and complete records according to and in compliance with all applicable federal, state and local requirements and Section XVI of the Contract.
  - d. Identifying a Project Manager or designated representative who will serve as the Grantee's contact person and who has final authority for the Grantee on all matters relating to the Contract.
  - e. Coordinating with SLBA on matters relating to the project requirements, including completion, or any items that require immediate attention or that impact on the results or quality of the work to be performed.
  - f. Accuracy of the work performed. Grantee is required to make all necessary revisions or corrections resulting from errors and omissions on the part of the Grantee without additional funding. Acceptance of the work by SLBA will not relieve the Grantee of the responsibility for subsequent correction of any such errors and omissions.
  - g. Reporting the status of the project to SLBA in accordance with the reporting requirements established by SLBA for the Grantee's project. The reports will require, but not be limited to, the following information.
    - i. Site Control
    - ii. Photos demonstrating the level of blight at the property
    - iii. For Demolition Activities:
      1. Gas, Electric, and Water wrecking clearances
      2. Procurement documents - RFP, Contracts, Bid Tabulations
      3. Asbestos and Hazardous Material Survey
      4. Phase I and Phase II Assessments, if conducted
      5. NESHAP 10- Day Notice – Abatement
      6. Abatement Clearance
      7. Signed Abatement Waste Manifests
      8. NESHAP 10- Day Notice – Demo
      9. Demo Permit
      10. Open Hole Inspection and Picture
      11. Grantee-Approved invoices from contractors
      12. Approved/Closed Demolition Permit
    - iv. For Stabilization Activities:
      1. To be determined based on specific project parameters

- v. For Remediation Activities:
  - 1. To be determined based on specific project parameters
- vi. Lien Waivers from all Subcontractors
- vii. Post Activity Photo
- viii. Signed Remediation and/or Demolition Waste/Recycling Manifests

**III. PROJECT REIMBURSEMENT AND COMPLETION.** The SLBA will approve payment(s) upon satisfactory completion of the blight elimination and all associated activities.

Approval for payment of funds will be made by SLBA based on satisfactory submission of a Request for Payment Form and supporting documentation. The format for the Request for Payment Form is included as Exhibit B.

Final payment will not be made until Grantee provides a satisfactory Request for Payment Form found in Exhibit B, and copies of all supporting documentation. Documentation requirements will be based on scope and activities that fall under this funding.

**EXHIBIT B**

**REQUEST FOR PAYMENT FORM**

**BLIGHT ELIMINATION PROGRAM  
RFP 2023-001  
REQUEST FOR PAYMENT FORM**

Grantee: \_\_\_\_\_

Site Address(es): \_\_\_\_\_  
\_\_\_\_\_

*By submitting this request, I certify that the information provided is truthful and accurate. I further request the SLBA to review and, if complete, approve for payment. If any information is missing or inaccurate, I will correct and resubmit that information.*

Submitted by: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_  
(Print Title)

Signature: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Grant Amount: \$ \_\_\_\_\_

Payment Requested: \$ \_\_\_\_\_

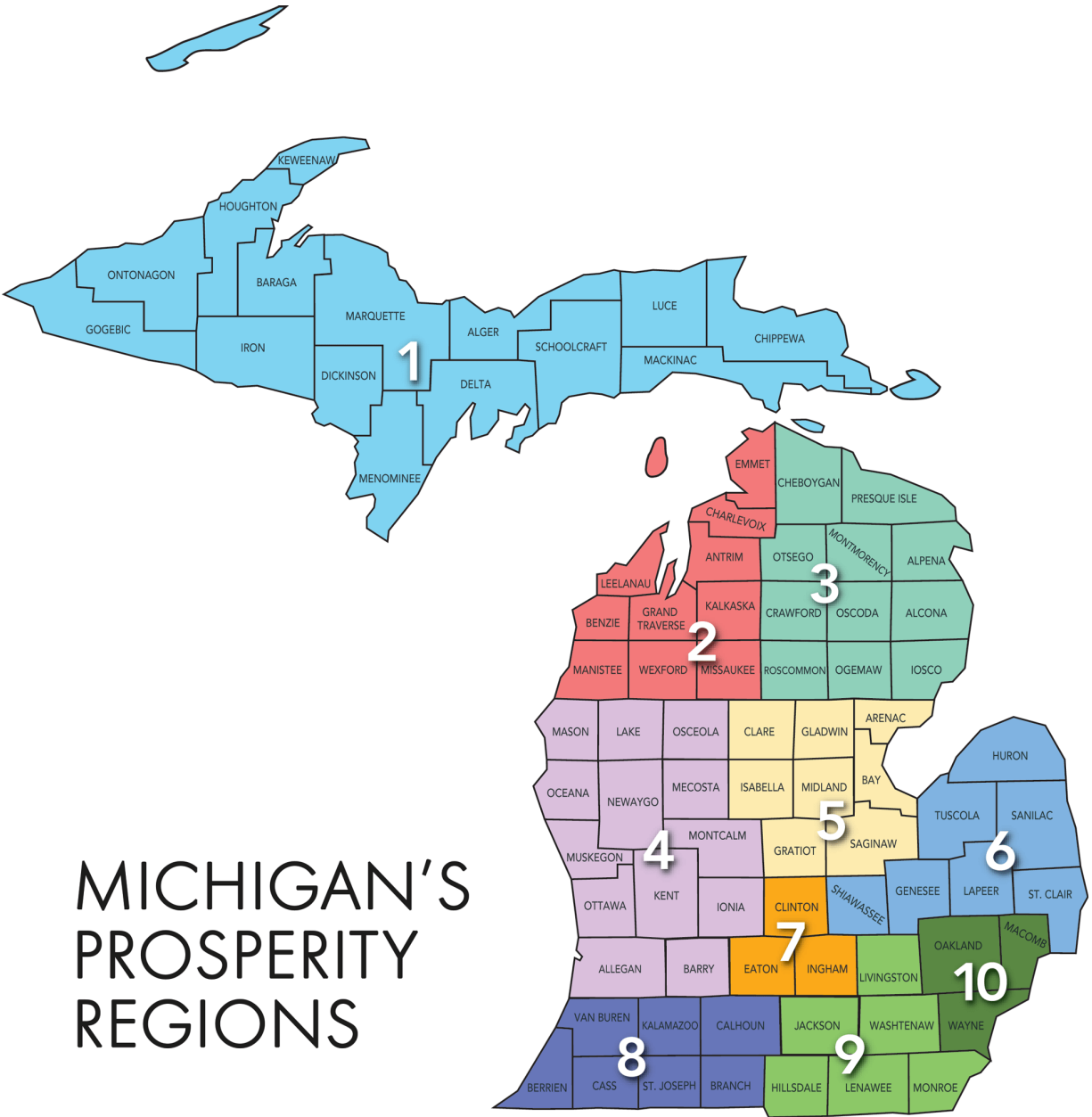
SIGMA Vendor Number: \_\_\_\_\_  
(vendor number usually starts with "CV" or "VSS")

Address Code: \_\_\_\_\_

**Documents Attached:**


ATTACHMENT C

PROSPERITY REGIONS MAP



MICHIGAN'S  
PROSPERITY  
REGIONS

## ATTACHMENT D

### GEOGRAPHIC OVERVIEW

[https://www.michigan-demographics.com/counties\\_by\\_population](https://www.michigan-demographics.com/counties_by_population)  
(green shade = Rural County)

Prosperity Region	County	2020 Population	Has Land Bank	No Land Bank	Submission Period October 1, 2022 through January 31, 2023	Submission Due Date January 31, 2023
1	Alger	9,098	X		X	
1	Baraga	8,337	X		X	
1	Chippewa	37,418		X		X
1	Delta	35,874	X		X	
1	Dickinson	25,373	X		X	
1	Gogebic	14,715	X		X	
1	Houghton	35,890	X		X	
1	Keeweenaw	2,102		X		X
1	Iron	11,099		X		X
1	Luce	6,286		X		X
1	Mackinac	10,781		X		X
1	Marquette	66,403	X		X	
1	Menominee	22,902		X		X
1	Ontonagon	5,802	X		X	
1	Schoolcraft	8,031		X		X
2	Antrim	23,301		X		X
2	Benzie	17,703	X		X	
2	Charlevoix	26,197	X		X	
2	Emmet	33,175	X		X	
2	Grand Traverse	92,640	X		X	
2	Kalkaska	17,725		X		X
2	Leelanau	21,649	X		X	
2	Manistee	24,539	X		X	
2	Missaukee	15,075	X		X	
2	Wexford	33,433		X		X
3	Alcona	10,396		X		X
3	Alpena	28,431		X		X
3	Cheboygan	25,435		X		X
3	Crawford	13,904		X		X
3	Iosco	25,213		X		X
3	Montmorency	9,270		X		X
3	Presque Isle	12,687	X		X	
3	Ogemaw	20,895	X		X	
3	Oscoda	8,282		X		X
3	Otsego	24,613		X		X
3	Roscommon	23,863		X		X
4	Allegan	117,104		X		X
4	Barry	61,045		X		X
4	Kent	652,617		X		X
4	Ionia	64,401	X		X	
4	Lake	11,805	X		X	
4	Mason	29,062		X		X
4	Mecosta	43,481		X		X
4	Montcalm	63,516		X		X
4	Muskegon	173,679	X		X	
4	Newaygo	48,687		X		X
4	Oceana	26,545	X		X	
4	Osceola	23,323	X		X	
4	Ottawa	289,162	X		X	

(green shade = Rural County)					Submission Period October 1, 2022 through January 31, 2023	Submission Due Date January 31, 2023
Prosperity Region	County	2020 Population	Has Land Bank	No Land Bank		
5	Arenac	15,013	X		X	
5	Bay	103,506	X		X	
5	Clare	30,655	X		X	
5	Gladwin	25,312	X		X	
5	Gratiot	40,692		X		X
5	Isabella	70,363		X		X
5	Midland	83,445		X		X
5	Saginaw	191,166	X		X	
6	Genesee	406,770	X		X	
6	Huron	31,105	X		X	
6	Lapeer	87,975	X		X	
6	Sanilac	41,179	X		X	
6	Shiawassee	68,176	X		X	
6	St Clair	159,285	X		X	
6	Tuscola	52,683	X		X	
7	Clinton	78,957		X		X
7	Eaton	109,730	X			X
7	Ingham	290,923	X			X
8	Berrien	153,797	X		X	
8	Branch	43,428		X		X
8	Calhoun	133,943	X		X	
8	Cass	51,613	X		X	
8	Kalamazoo	264,322	X		X	
8	St Joseph	60,789		X		X
8	Van Buren	75,416	X		X	
9	Hillsdale	45,707		X		X
9	Jackson	158,174	X			X
9	Lenawee	98,310	X			X
9	Livingston	190,832		X		X
9	Monroe	150,000	X			X
9	Washtenaw	368,385		X		X
10	Macomb	870,893		X		X
10	Oakland	1,255,340	X			X
10	Wayne	1,753,059	X			X
10	City of Detroit		X			X



**01-03-2023**

RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO  
ENTER INTO AN AMENDMENT TO AN EXISTING AGREEMENT WITH  
DATA TRACE INFORMATION SERVICES, LLC

**RESOLUTION NO.      01-03-2023**

**RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO ENTER INTO AN AMENDMENT TO AN EXISTING AGREEMENT WITH DATA TRACE INFORMATION SERVICES, LLC**

WHEREAS, the Detroit Land Bank Authority and Data Trace Information Services, LLC entered into a Services Agreement, for web-based, title search services, dated August 23, 2017, subsequently amended November 29, 2018, December 18, 2019, February 3, 2021, and February 8, 2022, to ensure the furtherance of its programmatic initiatives; and

WHEREAS, Data Trace Information Services, LLC has satisfactorily performed its obligations under the existing Services Agreement, as amended, and as a result, the Detroit Land Bank Authority again desires to amend that Agreement to extend the term for an additional 12-month period, as reflected in the Amended and Restated Statement of Work, attached hereto as Exhibit 1; and

WHEREAS, the total budget of \$300,000.00, since August 23, 2017, as approved by this Board through Resolution No. 12-03-2019, for the Services Agreement, as amended, would likely increase by a maximum of \$50,000.00, for a total cap on cumulative expenditures of \$350,000.00 under the 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 web-based, title search services 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 Chief Executive Officer is authorized to negotiate, sign, and enter into an Amendment to the existing Agreement substantially in the form attached hereto as Exhibit 1, on behalf of the Detroit Land Bank Authority, for web-based, title search services, with such changes as she 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 Pernel-Shelton  
Carol Walters

The chairperson thereupon declared the resolution duly passed and adopted this \_\_\_\_\_ day of January, 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS

ERICA WARD GERSON, CHAIRPERSON

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

**AMENDED AND RESTATED  
STATEMENT OF WORK 1**

This Amended and Restated Statement of Work 1 (“Restated SOW 1”) is between Data Trace Information Services LLC, a Delaware limited liability company (“Data Trace”) and Detroit Land Bank Authority, a Michigan public body corporate (“Customer”) (collectively, the “Parties,” or individually, a “Party”). This Restated SOW 1 is subject to the April 19, 2017 Master License Agreement Number 17-14947, and all subsequent amendments, exhibits, or attachments (“Agreement”) between the Parties. Capitalized terms used without definition herein shall have the meanings ascribed to them in the Agreement (including exhibits). This Restated SOW 1 is effective upon execution by Data Trace (“Restated SOW 1 Effective Date”) and serves to supplant and restate the February 8, 2022 Amended and Restated Statement of Work 1 in its entirety. The Parties agree as follows:

**I. SERVICES, FEES & DELIVERY:** Data Trace shall provide Customer with the Services listed below via the delivery method listed below. Customer shall pay Data Trace the Fees set forth below. If any section indicates that an exhibit is attached, the additional terms and conditions set forth in the exhibit apply to the corresponding Service.

**A. Services and Fees.**

<b>Title Service Minimum Commitment</b>	<b>Fees</b>
Quarterly Minimum Commitment	<b>\$ 5,410.00</b>
<b>Title Plant Access Service (Traditional Plant) (Refer to Title Service Exhibit)</b>	<b>Fees</b>
1,200 Investigative Inquiries (Independent from a Title Order) During the Subject Quarter	<b>\$ 5.41</b>
Each Inquiry Greater Than 1,200 During the Subject Quarter	<b>\$ 7.58</b>
<b>Image Service</b>	<b>Fees</b>
Document/Map Images (per document or map)	
AK, AL, AR, AZ, CA, CO, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, MA, MD, MI, MN, MO, NC, NE, NH, NJ, NM, NV, NY, OH, OR, SC, PA, TN (Davidson and Shelby Counties), TX, UT, VA, WA, WI, WY	<b>\$ 0.60</b>
Any States and/or Counties Not Listed Above	<b>\$ 3.25</b>

**1. TITLE SERVICE QUARTERLY MINIMUM COMMITMENT:** The Title Service Quarterly Minimum Commitment (“QMC”) applies to the Title Service provided under Restated SOW 1. All Title Plant Access Service and Delivery (excluding Image Service) fees assessed under Restated SOW 1 during any calendar quarter during the term shall be applied towards Customer’s satisfaction of the QMC for said quarter. Fees accrued in excess of any QMC in a given month do not carry-over towards satisfying the QMC for any other month. Unused allowances for orders, inquiries or recorded documents may not be carried over to another calendar month.

**B. Delivery.**

**1. AUTOMATED SERVICES.** The Services identified in this Restated SOW 1 shall be provided to and accessible by Customer via a secure or password protected application programming Interface, internet based applications, desktop based applications, or similar technical delivery method.

**II. EXCLUDED COSTS AND SERVICES:** The fees referenced in this Restated SOW 1 do not include any custom development, design or enhancement services or other additional or special costs or services not specifically delineated in this Restated SOW 1, including, without limiting the foregoing: (a) any additions, deletions, modifications, or custom enhancements to the version of the Services existing on the Restated SOW 1 Effective Date; (b) post-installation programming required to support changes, modifications and additions to the Services necessitated by a change in the recording practices of the subject county or by Customer request; and (c) conversion costs and installation costs necessitated by a change in the method of providing services, unless the change is introduced by Data Trace on its own initiative.

**III. GEOGRAPHIC REGIONS:** The Services shall be provided for available coverage periods within the geographic regions identified below.

A. **Title Plant Access Service:** Michigan – Wayne, Oakland, and Macomb County(ies).

B. **Image Service:** National Coverage – All available counties.

IV. **PERMITTED APPLICATIONS:** Customer and other approved third parties specified below shall use the Services solely for the applications specified below in accordance with the terms and conditions of this Agreement.

A. **Title Service:**

1. *Internal Use.* Customer shall use the Services solely for Customer’s own internal business purposes of performing ownership and lien searches. Customer shall not resell, relicense or redistribute the Services in whole or in part. For avoidance of doubt, Customer shall not use Title Services to create title policies.

B. **Image Service:**

1. *Internal Use.* Customer shall use the Services solely for Customer’s own internal business purposes of verifying property ownership and lien information. Customer shall not resell, relicense or redistribute the Services in whole or in part.

V. **SOW TERM:** The term of this Restated SOW 1 is for **12** months, commencing on the Restated SOW 1 Effective Date. Thereafter, the Parties may agree to renewal of this Restated SOW 1 with **60** days written notice prior to the expiration of the term.

**THE PARTIES HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS RESTATED SOW 1.**

**DETROIT LAND BANK AUTHORITY**

**DATA TRACE INFORMATION SERVICES LLC**

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

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

Name: Tammy Daniels

Name: Robert Karraa

Title: CEO

Title: President

**Restated SOW 1 Effective Date:** \_\_\_\_\_

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

Address: 30005 Ladyface Court, Suite 200  
Agoura Hills, California 91301

Manager Approval \_\_\_\_\_

## TITLE SERVICE EXHIBIT

### I. TITLE PLANT ACCESS SERVICE

A. **Definitions.** The following definitions are applicable to this Service:

1. **“Plant Index”** means the indexed electronic real property title information relevant and pertinent to the customary development of a title plant index for the geographic area specified in Part III (Geographic Regions), Section A (Title Plant Access Service) of this SOW as maintained by and/or made available to Data Trace for the available coverage period.
2. **“Title Plant Access Service”** shall mean and refer to the proprietary service offered by Data Trace that enables Customer to access and use, pursuant to the license delineated in Section 2 (License) of the Agreement, the Plant Index.
3. **“Traditional Plant”** shall mean a title plant with 10 or more years of geographically indexed data.
4. **“Alternative Plant”** shall mean a title plant with either less than 10 years of geographically indexed data, a title plant with solely grantor/grantee data or a geographically indexed title plant with varying depths that is no longer updated.

B. **Title Plant Maintenance.** Subject to the terms and conditions of this SOW and for the term thereof, Data Trace shall, through the use of commercially reasonable efforts produce, maintain and update indexes to all documents and other material relevant and pertinent to the customary development of a title plant index that are recorded in the appropriate county offices by indexing the required documents and other materials referred to in this section as soon as commercially reasonable following Data Trace’s receipt of such documents and/or materials. Customer can confirm title plant type with its account representative if necessary.

1. **Title Plant Rights.** Customer represents and warrants to and covenants with Data Trace that Customer: (a) has no right, title or interest in or to the Plant Index or Images other than the right to access the same via the Title Plant Access Service as provided hereunder; and (b) is not entitled to a copy of the Plant Index or Images upon termination or other expiration of this Agreement, or otherwise.

II. **CUSTOMER USAGE:** Customer represents and warrants to, and covenants with Data Trace, that Customer shall open a title order for every new title transaction processed by Customer using the Title Plant Access Service.

**01-04-2023**

RESOLUTION AUTHORIZING THE SECOND AMENDMENT OF THE  
DETROIT LAND BANK AUTHORITY'S CONTRACTING AND  
PROCUREMENT POLICY

**RESOLUTION NO.      01-04-2023**

**RESOLUTION AUTHORIZING THE SECOND AMENDMENT OF THE DETROIT LAND BANK AUTHORITY'S CONTRACTING AND PROCUREMENT POLICY**

WHEREAS, the Board of Directors of the Detroit Land Bank Authority, through Resolution No. 10-2-2014, established, and subsequently amended through Resolution No. 06-05-2017, the Detroit Land Bank Authority's Contracting and Procurement Policy to support its current and future programmatic initiatives; and

WHEREAS, during the process of implementing the Amended Contracting and Procurement Policy, the Detroit Land Bank Authority staff have identified additional changes that should be made to the policy to facilitate greater diversity in its vendor base, to secure greater leverage in its spending, and to continue to be consistent and transparent with its procurement practices; and

WHEREAS, the Detroit Land Bank Authority staff have determined that it is necessary and appropriate to adopt certain additional amendments, which are reflected in the Second Amended Contracting and Procurement Policy, attached hereto as Exhibit 1; and

WHEREAS, the Board of Directors of the Detroit Land Bank Authority has determined that it is necessary and appropriate to adopt the Second Amended Contracting and Procurement Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DETROIT LAND BANK AUTHORITY, that (1) the Second Amended Contracting and Procurement Policy attached hereto as Exhibit 1 is hereby adopted, and (2) the Second Amended Contracting and Procurement Policy supersedes all existing policies with respect to the Detroit Land Bank Authority's current contracting and procurement policies and procedures.

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 Chairperson thereupon declared the resolution duly passed and adopted this \_\_\_\_ day of January, 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS

ERICA WARD GERSON, CHAIRPERSON

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



**Second Amended  
Contracting and Procurement Policy**

POLICY: The Detroit Land Bank Authority ("DLBA") is a public body corporate established pursuant to and in accordance with the Land Bank Fast Track Act (the "Act") and the Intergovernmental Agreement between the Michigan Land Bank Authority and the City of Detroit (the "Intergovernmental Agreement"). Under and per the Act and the Intergovernmental Agreement, the DLBA is authorized to establish and maintain policies and procedures relative to contracting and procurement. The following are the contracting and procurement policies and procedures for the DLBA. The DLBA's procurement of goods and services shall be in accordance with applicable laws.

**I. Contracting and Procurement of Goods and Services**

- A. Any and all contractors that the DLBA enters into agreements with and/or employs shall be licensed and bonded based on the services rendered.
- B. It is expected and required that DLBA staff make a good faith effort to obtain the lowest price offered when seeking to enter into any contract for or procurement of goods or services, based on the needs of the DLBA. If the lowest price available amongst comparable goods or services is not chosen, there must be a written, documented reason for choosing a higher price, which generally relates to the quality or specialized nature of goods or services rendered.
- C. All contracts for goods or services and the procurement of goods or services entered into by the DLBA shall require the approval of appropriate DLBA staff and/or Board of Directors , as indicated within the table below:

<b>Contract Minimum</b>	<b>Contract Maximum</b>	<b>Procurement Process Required</b>	<b>Approval Required</b>
\$ -	\$ 25,000	See Section D	CFO
\$ 25,001	\$ 50,000	See Section D	CEO
\$ 50,001	\$ 100,000	See Section D	CEO; and at least one member of DLBA Board of Directors
Over \$100,000		See Section E	Majority vote of DLBA Board of Directors

- D. When contracting for or procuring goods and services in an amount up to \$5,000, the DLBA shall:
  1. Seek a minimum of one quote, which can be done at the Department level with approval from



the Department Director and submitted to the Procurement Manager. All quotations must be submitted to the DLBA in writing. E-mail shall be an acceptable form of written quote, in addition to facsimile, regular or certified mail or overnight delivery.

2. When contracting for or procuring goods and services in an amount starting at \$5,001 but not greater than \$100,000, the DLBA shall:
  - (i) Seek a minimum of three quotes which shall be done by the Procurement Manager or the requesting Department. If quotes are obtained by the requesting Department, all quotes are required to be submitted to the Procurement Manager for their record. Quotations must be submitted to the DLBA in writing. Email shall be an acceptable form of written quote, in addition to facsimile, regular or certified mail or overnight delivery.
3. In instances where the DLBA requires Professional Services, A Request for Solicitations (Request for Qualifications (RFQ), Request for Qualifications and Quotes (RFQQ), or a Request for Proposals (RFP)) will be issued. Professional Services are defined as specialized, unique, or technical functions performed by an independent contractor that is qualified by education, licensing or other credentialing, experience and/or technical training to provide such services. Such independent contractor may involve partnerships, corporations, limited liability companies or individuals.
  - (i) Adequate notice of the need for such services shall be given by the DLBA through the Request for Solicitations. The Request for Solicitations shall describe the services required, list the types of information and data requested of each respondent and state the relative importance of any particular qualifications.
  - (ii) Entities engaged in providing the designated types of professional services may then submit statements of qualifications and expressions of interest in providing such services.
  - (iii) All respondents meeting the requisite requirements shall be placed on a qualified vendor list for that specific service.
  - (iv) In the event a Request for Solicitations has been published for a minimum of 30 days and has not received a successful response, or all responses received were unqualified, the DLBA may enter into a nonrenewable agreement for goods or services with a maximum term of 12 months with an agreement limit of \$30,000.00.

A good faith effort will be made by DLBA staff to obtain the lowest price for the good or service necessary, as detailed in *Section B* above. In the event the lowest quoted price is not approved, written documentation must be provided supporting this decision.

- E. The DLBA shall use a competitive procurement process for purchases of goods and services in excess of \$100,000, either in single instance or in the aggregate, as follows:
  1. A Request for Solicitations will be published by the DLBA to at least three qualified sources. If three qualified sources are not available, the Request for Solicitations shall be issued to such qualified sources as are available.
  2. Adequate public notice of the Request for Solicitations shall be given for at least 10 business days prior to the date set forth therein. Such notice may include publication in a newspaper of general circulation and/or on the DLBA's website for a reasonable time prior to bid closing.
  3. Bids will be evaluated using a point system that will be based on price and other qualifying factors as identified in the Request for Solicitations.
  4. The winning bidder(s) will not be formally contracted until appropriately presented to and approved by the DLBA Board of Directors.

A good faith effort will be made by DLBA staff to obtain the lowest price for the good or service necessary, as detailed in *Section B* above, regardless of the method used to obtain the goods or services. In the event the lowest quoted price is not approved, written documentation must be provided supporting this decision.

- F.** The above competitive procurement requirements, detailed in *Sections D* and *E* are not applicable in the following circumstances:
  - 1. Transactions between the DLBA and any other governmental unit, including cooperative purchasing agreements;
  - 2. Sole-source purchases (*refer to Section G for further detail*); or
  - 3. Emergency repairs or services, with "emergency" being defined as any event which may cause or may be perceived to cause imminent threat, harm or danger to persons or property.
- G.** In certain situations, the DLBA may enter into a sole-source contract. Entering into such a contract would be considered acceptable in instances when there are no comparable goods or services providers or in instances of a documented supply chain shortage. The contract, as well as documentation evidencing the reasons for choosing a sole-source contract, will be submitted to DLBA Board of Directors for review in all instances. Approval of any sole-source contract shall follow the same contract authority minimums and maximums as established in *Section C* above.
- H.** Reasonable efforts will be made to utilize qualified small and/or city-based businesses. The DLBA will not discriminate on the basis of race, religion, color, national origin, age, sex, or sexual orientation.
- I.** All documentation produced in conjunction with the solicitation and determination of contracts for or procurement of goods and services, including any executed contract, must be submitted to the Finance Department within 3 business days of being finalized. The Finance Department will maintain record of all original documentation based on its retention policy.
- J.** The DLBA Board of Directors shall review the Contract and Procurement Policy on at least an annual basis. Any exceptions or revisions to this Policy must be approved by the DLBA Board of Directors.
- K.** Change Orders – any change that causes a contract to exceed \$100,000 must be approved by the DLBA Board of Directors.

**01-05-2023**

RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER  
INTO PURCHASE & DEVELOPMENT AGREEMENT WITH THE  
JAYSKY PROJECT, LLC

**BOARD REVIEW DATE: January 2022**  
**Detroit Land Bank Authority - Projects - Deal Summary Sheet**

<b>Purchasing Entity:</b> N/A		<b>***Marketing***</b>
<b>Principal:</b> Melissa Terry		<b>Board Resolution:</b> Yes
<b>Properties included in sale:</b> 681 Lakewood		
<b>Adjacent Ownership:</b> N/A		
<b>Sale Price:</b> \$25,000	<b>Internal Review Date:</b> 9.14.22	<b>City Review Date:</b> 9.28.22
<b>List Price:</b> \$30,000		<b>Listing Broker:</b> Premier Property Services LLC
<b>Time on Market:</b> 100 Days		<b>Number of offers:</b> 2
<b>Square Feet of DLBA property included in sale:</b> 2,442 sq ft.		
<b>Zoning:</b> R1	<b>HRD/PDD/JET Region:</b> East	<b>City Council District:</b> 4
<b>Neighborhood:</b> Jefferson Chalmers		<b>DLBA Project Manager:</b> Kristen Hawkins

**Project Map**





**Project Summary**

This applicant has experience with rehabs, as well as with DLBA properties. The applicant purchased and rehabbed 18214 Greydale Auction program. Their goal is help revitalize the housing market in Detroit, to its true value, and restore historic homes. POF: Pre-approval letter from F Street Investments (LARA verified)-\$162,500. **Pre-Approval includes complete inspection and project cost approval.**

**Estimated project costs: \$126,000 | estimated completion date: 6-8 Months**

Previous DLBA Rehab: 18214 Greyscale



**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH THE JAYSKY PROJECT, 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, The JaySky Project, LLC ("Purchaser") applied to purchase the property identified in Exhibit A to Exhibit 1 attached hereto (the "Property") to renovate the single family home for resale (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 Chairperson thereupon declared the resolution duly passed and adopted this 24th day of January 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS  
ERICA WARD GERSON, CHAIRPERSON

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



10/27/2022

The JaySky Project, LLC  
21430 Parklawn  
Oak Park, MI 48237

**RE: SALE OF PROPERTY**

Dear The JaySky Project, 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 \$25,000.00 to The JaySky Project, LLC ("**Purchaser**") pursuant to the terms and conditions of the Agreement and, if required, subject to approval by the DLBA Board of Directors.

If Purchaser accepts the offer to deal, Purchaser shall return an original signed copy of the Agreement and a money order, cashier's check, or certified check payable to "Detroit Land Bank Authority" in the amount of \$2,500.00, 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 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.*

**This offer to deal expires on December 08, 2022 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 The JaySky Project, LLC, a Michigan limited liability company whose address is 21430 Parklawn, Oak Park, Michigan 48237 ("**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 \$25,000.00 (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 \$2,500.00 (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) **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) **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 Capture.** Purchaser acknowledges that DLBA is entitled to a tax capture for the 5 tax years subsequent to transferring ownership of the Property in an amount equal to 50% of the property taxes collected on the property. The tax capture 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 capture 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, meesa007@yahoo.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: Kristen Hawkins  
500 Griswold Street, Suite 1200  
Detroit, Michigan 48226  
projects@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.

**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 The JaySky Project, LLC 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

**THE JAYSKY PROJECT, LLC**

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

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

Signature page 1 of 1 of the Purchase & Development Agreement between DLBA and  
The JaySky Project, LLC for 681 Lakewood

## APPENDIX 1

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

- A. **Within 15 days after Closing:** Purchaser will provide exterior photos of all four sides of the Property showing that, from foundation to roof, the Property is
- i. Secured. All openings must be securely covered, locked and/or boarded.
  - ii. Maintained. Lawn and other overgrowth is cut.
  - iii. Free of external debris. No construction or household materials in the yard.

Purchaser will continue to maintain the Property accordingly and ensure it is secured until a Release of Interest is recorded.

B. **Within 45 days after Closing Date, and every 45 days thereafter until the Release of Interest is recorded,** Purchaser shall provide proof of good faith progress showing that the Property is being renovated, and the Property is on track to be renovated into a habitable condition in the prescribed timeframe, such as:

- i. Before and after photos showing progress on the Property;
- ii. Copies of pulled permits and inspections from City of Detroit Building, Safety Engineering and Environmental Department ("**BSEED**");
- iii. Estimates or signed contracts with contractors; and
- iv. Evidence that one or more utilities (e.g. water, electric, gas) have been and remain activated.

C. **Within 150 days after Closing,** Purchaser shall provide a date by which the Property will be completed and occupied, as well as any other proof of substantial progress.

D. **Within 365 days after Closing,** Purchaser shall provide proof that the Property is renovated as defined by meeting each of the requirements defined below.

- i. **Exterior.** Photos of all four sides of the Property showing that, from foundation to roof, the Property looks maintained on the outside with no boards or blight, and the yard is maintained with no debris.
- ii. **Interior.**
  - a. Functional bathroom(s)
  - b. Functional kitchen
  - c. Installed and functional furnace
  - d. Installed and functional water heater
  - e. Bills showing electrical, gas, and water usage

## APPENDIX 1

iii. **BSEED Inspection.** Documentation that one or more of the following inspections have been conducted by BSEED:

- a. Inspection pursuant to a Certificate of Compliance (i.e. rental inspection); or
- b. Inspection pursuant to an electrical, plumbing, mechanical, or general building permit pulled from BSEED (for Auction Properties).

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 the Purchase Agreement, Purchaser will make the Property available for review for verification of work performed as DLBA deems necessary.

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

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

## **The Property**

W LAKEWOOD LOT 30 AND S 16.5 FT LOT 29 LAKEWOOD BLVD ADDITION SUB L30 P6  
PLATS, W C R 21/401 56.5 X 129.68A

Parcel ID: 21054987.

Commonly known as 681 Lakewood, 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 The JaySky Project, LLC, a Michigan limited liability company whose address is 21430 Parklawn, Oak Park, Michigan 48237 ("**Grantee**"), the following premises in the City of Detroit, Wayne County, Michigan:

W LAKEWOOD LOT 30 AND S 16.5 FT LOT 29 LAKEWOOD BLVD ADDITION SUB L30 P6 PLATS, W C  
R 21/401 56.5 X 129.68A

Parcel ID: 21054987.

Commonly known as 681 Lakewood, Detroit, Michigan

together with all and singular the tenements, hereditaments, fixtures, and appurtenances of that property, for the full consideration of Twenty Five Thousand Dollars and No Cents (\$25,000.00). 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: \_\_\_\_\_

\_\_\_\_\_  
**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: The JaySky Project, LLC 21430 Parklawn Oak Park, MI 48237	Drafted by: Robert G Spence Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226
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**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT C**

Reconveyance Deed  
(see attached)

**QUIT CLAIM DEED**

The JaySky Project, LLC, a Michigan limited liability company whose address is 21430 Parklawn, Oak Park, Michigan 48237 ("**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:

W LAKEWOOD LOT 30 AND S 16.5 FT LOT 29 LAKEWOOD BLVD ADDITION SUB L30 P6 PLATS, W C  
R 21/401 56.5 X 129.68A

Parcel ID: 21054987.

Commonly known as 681 Lakewood, 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).

**THE JAYSKY PROJECT, LLC**

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

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

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

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

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_, \_\_\_\_\_ of The JaySky Project, 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
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**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT D**

Release Of Interest

(see attached)

**RELEASE OF INTEREST IN REAL PROPERTY**

1. The JaySky Project, LLC ("**Purchaser**") purchased from the Detroit Land Bank Authority ("**DLBA**"), whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan, 48226, the following real property (the "**Property**") in the City of Detroit, Wayne County, Michigan:

W LAKEWOOD LOT 30 AND S 16.5 FT LOT 29 LAKEWOOD BLVD ADDITION SUB L30 P6 PLATS,  
W C R 21/401 56.5 X 129.68A

Parcel ID: 21054987.

Commonly known as 681 Lakewood, Detroit, Michigan

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: \_\_\_\_\_

\_\_\_\_\_  
**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: \_\_\_\_\_

Instrument Drafted By:                   Robert G Spence, Detroit Land Bank Authority  
500 Griswold, Suite 1200, Detroit, Michigan 48226

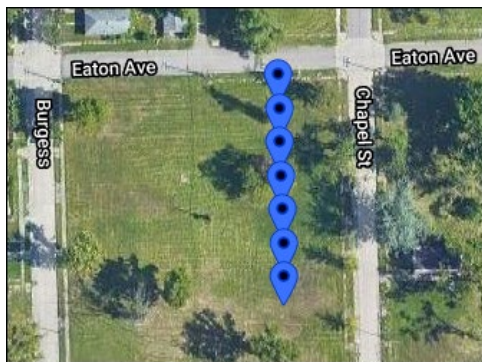
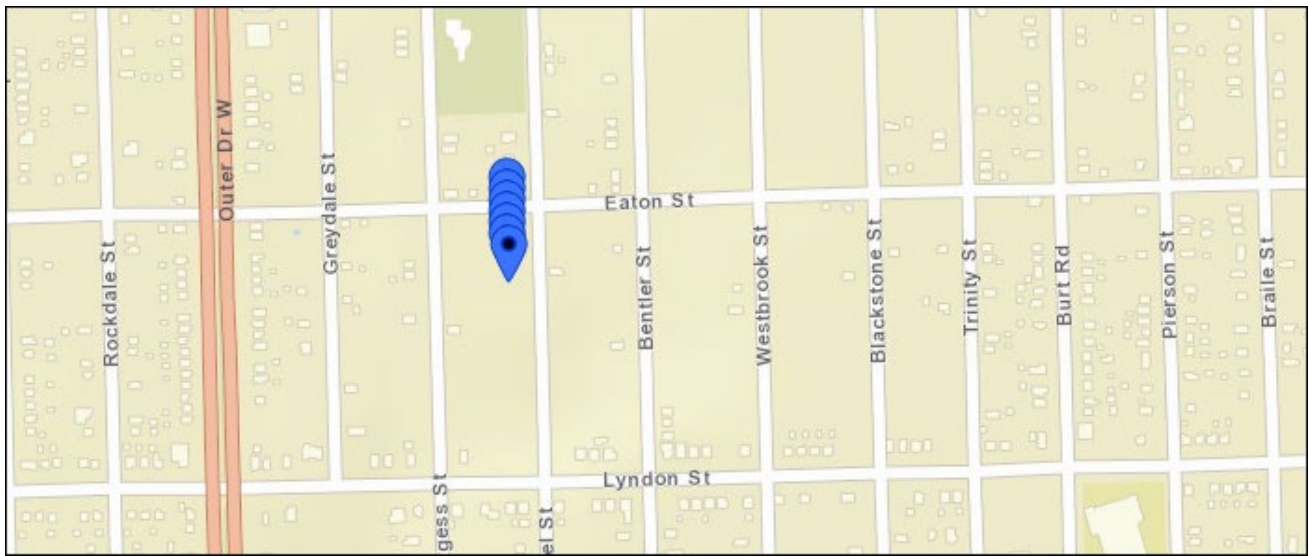
**01-06-2023**

RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER  
INTO PURCHASE & DEVELOPMENT AGREEMENT WITH SEEDFOLX  
FARM, LLC

**BOARD REVIEW DATE: January 2023**  
**Detroit Land Bank Authority - Projects - Deal Summary Sheet**

<b>Purchasing Entity:</b> Seedfolx Farm, LLC	<b>***Marketing***</b>
<b>Principal:</b> Pamela Ronson	<b>Board Resolution:</b> Yes
<b>Properties included in sale:</b> 14657, 14617, 14621, 14627, 14635, 14641, 14649 Chapel	
<b>Adjacent Ownership:</b> N/A	
<b>Sale Price:</b> \$5,600	
<b>List Price:</b> \$5,600	<b>Listing Broker:</b> Bellabay Realty Tri Counties
<b>Time on Market:</b> 540 days	<b>Number of offers:</b> 2
<b>Square Feet of DLBA property included in sale:</b> <b>14657:</b> 4,404 sq ft. <b>14617:</b> 4,388 sq ft. <b>14621:</b> 4,405 sq ft. <b>14627:</b> 4,398 sq ft. <b>14635:</b> 4,388 sq. ft. <b>14641:</b> 4,431 sq ft. <b>14649:</b> 4,387 sq ft.	
<b>Zoning:</b> R1	<b>HRD/PDD/JET Region:</b> West <b>City Council District:</b> 1
<b>Neighborhood:</b> Brightmoor	<b>DLBA Project Manager:</b> Nicole Scott

**Project Map**



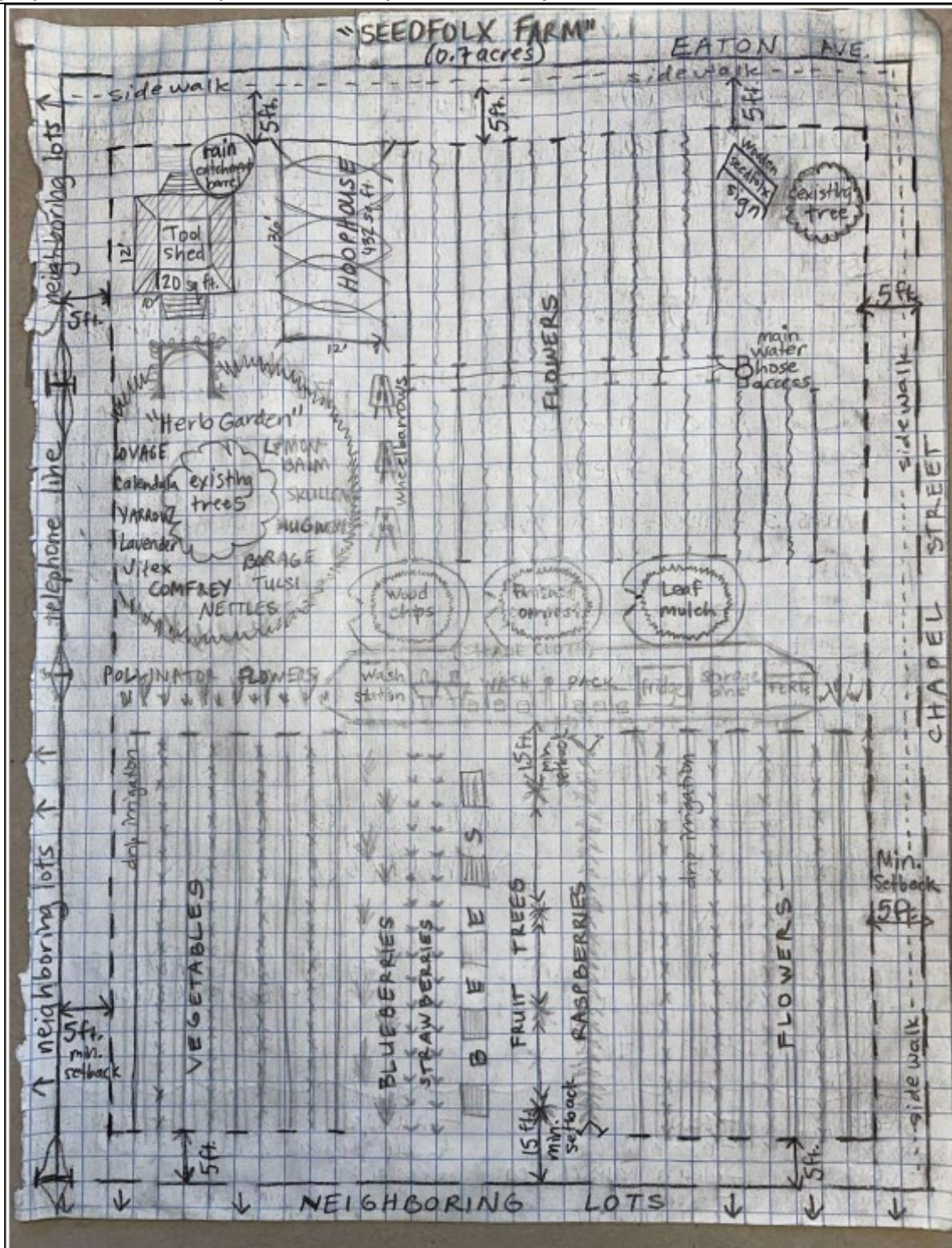
**Project Summary**

Applicant lives in the Brightmoor community and would like to establish a farm business, Seedfolx Farm. It will be a small-scale, sustainable farm that will sell and donate flowers, fruits, vegetables, nursery trees and herbs to local neighbors, markets, and Detroit-based supply chains and food hubs. Applicant has extensive experience farming with D-Towns Farms, Detroit Black Community Food Security Network, Taproot Sanctuary, Fresh Cut flower farm, and Eastern Market.

Letters of support received from: Eastern Market Development Corporation, Michigan State University: Detroit Partnership for Food Learning and Innovation, Mooseed Farm.  
Applicant will receive in kind donations and volunteer labor.

Proof of Funds via Michigan First Credit Union

Estimated project costs: \$2,300 | estimated completion date: 1 year



**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH SEEDFOLX 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, Seedfolx Farm, LLC ("Purchaser") applied to purchase the property identified in Exhibit A to Exhibit 1 attached hereto (the "Property") to implement an urban farm (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 Chairperson thereupon declared the resolution duly passed and adopted this 24th day of January 2023.

DETROIT LAND BANK AUTHORITY:

BY ITS BOARD OF DIRECTORS

ERICA WARD GERSON, CHAIRPERSON

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





5/18/2022

Seedfolx Farm, LLC  
14588 Burgess  
Detroit, MI 48223

**RE: SALE OF PROPERTY**

Dear Seedfolx 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 \$5,600.00 to Seedfolx Farm, LLC ("**Purchaser**") pursuant to the terms and conditions of the Agreement and, if required, subject to approval by the DLBA Board of Directors.

If Purchaser accepts the offer to deal, Purchaser shall return an original signed copy of the Agreement and a money order, cashier's check, or certified check payable to "Detroit Land Bank Authority" in the amount of \$ 560.00, 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 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.*

**This offer to deal expires on June 23, 2022 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 Seedfolx Farm, LLC, a Michigan limited liability company whose address is 14588 Burgess, Detroit, Michigan 48223 ("**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 \$5,600.00 (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 \$ 560.00 (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 the 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 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. 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.

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 from the Effective Date. 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) **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.

Affidavit;

- (ii) costs related to preparation and filing of the Real Property Transfer
- (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 Capture.** Purchaser acknowledges that DLBA is entitled to a tax capture for the 5 tax years subsequent to transferring ownership of the Property in an amount equal to 50% of the property taxes collected on the property. The tax capture 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 capture 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, plronson@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: Nicole Scott  
500 Griswold Street, Suite 1200  
Detroit, Michigan 48226  
projects@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.

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 Seedfolx Farm, LLC have caused this Purchase & Development Agreement to be executed as of the Effective Date.

**DETROIT LAND BANK AUTHORITY**

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

\_\_\_\_\_  
Tammy Daniels  
Interim Executive Director

**SEEDFOLX FARM, LLC**

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

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

Signature page 1 of 1 of the Purchase & Development Agreement between DLBA and Seedfolx Farm, LLC for 14617, 14621, 14627, 14635, 14641, 14649, and 14657 Chapel

## 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 provide to DLBA a copy of the Certificate of Acceptance for the Application.

E. **Within 540 days after Closing**, Purchaser will provide 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

W CHAPEL Lot 209 B E TAYLORS BRIGHTMOOR-HAYES SUB L44 P71 PLATS, W C R 22/491 34 X 129.5 Parcel ID: 22111738. Commonly known as 14617 Chapel, Detroit, MI
W CHAPEL LOT 208 B E TAYLORS BRIGHTMOOR HAYES SUB L44 P71 PLATS, W C R 22/491 34 X 129.5 Parcel ID: 22111737. Commonly known as 14621 Chapel, Detroit, MI
W CHAPEL LOT 207 B E TAYLORS BRIGHTMOOR HAYES SUB L44 P71 PLATS, W C R 22/491 34 X 129.5 Parcel ID: 22111736. Commonly known as 14627 Chapel, Detroit, MI
W CHAPEL LOT 206 B E TAYLORS BRIGHTMOOR HAYES SUB L44 P71 PLATS, W C R 22/491 34 X 129.5 Parcel ID: 22111735. Commonly known as 14635 Chapel, Detroit, MI
W CHAPEL LOT 205 B E TAYLORS BRIGHTMOOR-HAYES SUB L44 P71 PLATS, W C R 22/491 34 X 129.5 Parcel ID: 22111734. Commonly known as 14641 Chapel, Detroit, MI
W CHAPEL LOT 204 B E TAYLORS BRIGHTMOOR-HAYES SUB L44 P71 PLATS, W C R 22/491 34 X 129.5 Parcel ID: 22111733. Commonly known as 14649 Chapel, Detroit, MI
W CHAPEL LOT 203 B E TAYLORS BRIGHTMOOR-HAYES SUB L44 P71 PLATS, W C R 22/491 34 X 129.5 Parcel ID: 22111732. Commonly known as 14657 Chapel, Detroit, MI

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**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 Seedfolx Farm, LLC, a Michigan limited liability company whose address is 14588 Burgess, Detroit, Michigan 48223 ("**Grantee**"), the premises located in the City of Detroit, County of Wayne, and State of Michigan **commonly known as 14617, 14621, 14627, 14635, 14641, 14649, and 14657 Chapel 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 Five Thousand Six Hundred Dollars and No Cents (\$5,600.00). 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: \_\_\_\_\_

\_\_\_\_\_  
**Tammy Daniels**  
**Interim Executive Director**

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

This document was acknowledged, subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Tammy Daniels, Interim Executive Director, 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: Seedfolx Farm, LLC 14588 Burgess Detroit, MI 48223	Drafted by: Robert G Spence Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226
--	---

**EXHIBIT 1**

W CHAPEL Lot 209 B E TAYLORS BRIGHTMOOR-HAYES SUB L44 P71 PLATS, W C R 22/491 34 X 129.5 Parcel ID: 22111738. Commonly known as 14617 Chapel, Detroit, MI
W CHAPEL LOT 208 B E TAYLORS BRIGHTMOOR HAYES SUB L44 P71 PLATS, W C R 22/491 34 X 129.5 Parcel ID: 22111737. Commonly known as 14621 Chapel, Detroit, MI
W CHAPEL LOT 207 B E TAYLORS BRIGHTMOOR HAYES SUB L44 P71 PLATS, W C R 22/491 34 X 129.5 Parcel ID: 22111736. Commonly known as 14627 Chapel, Detroit, MI
W CHAPEL LOT 206 B E TAYLORS BRIGHTMOOR HAYES SUB L44 P71 PLATS, W C R 22/491 34 X 129.5 Parcel ID: 22111735. Commonly known as 14635 Chapel, Detroit, MI
W CHAPEL LOT 205 B E TAYLORS BRIGHTMOOR-HAYES SUB L44 P71 PLATS, W C R 22/491 34 X 129.5 Parcel ID: 22111734. Commonly known as 14641 Chapel, Detroit, MI
W CHAPEL LOT 204 B E TAYLORS BRIGHTMOOR-HAYES SUB L44 P71 PLATS, W C R 22/491 34 X 129.5 Parcel ID: 22111733. Commonly known as 14649 Chapel, Detroit, MI
W CHAPEL LOT 203 B E TAYLORS BRIGHTMOOR-HAYES SUB L44 P71 PLATS, W C R 22/491 34 X 129.5 Parcel ID: 22111732. Commonly known as 14657 Chapel, Detroit, MI

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT C**

Reconveyance Deed  
(see attached)

**QUIT CLAIM DEED**

Seedfolx Farm, LLC, a Michigan limited liability company whose address is 14588 Burgess, Detroit, Michigan 48223 ("**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 14617, 14621, 14627, 14635, 14641, 14649, and 14657 Chapel 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).

**SEEDFOLX FARM, LLC**

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

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

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

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

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Seedfolx Farm, 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**

<p>W CHAPEL Lot 209 B E TAYLORS BRIGHTMOOR-HAYES SUB L44 P71 PLATS, W C R 22/491 34 X 129.5</p> <p>Parcel ID: 22111738.</p> <p>Commonly known as 14617 Chapel, Detroit, MI</p>
<p>W CHAPEL LOT 208 B E TAYLORS BRIGHTMOOR HAYES SUB L44 P71 PLATS, W C R 22/491 34 X 129.5</p> <p>Parcel ID: 22111737.</p> <p>Commonly known as 14621 Chapel, Detroit, MI</p>
<p>W CHAPEL LOT 207 B E TAYLORS BRIGHTMOOR HAYES SUB L44 P71 PLATS, W C R 22/491 34 X 129.5</p> <p>Parcel ID: 22111736.</p> <p>Commonly known as 14627 Chapel, Detroit, MI</p>
<p>W CHAPEL LOT 206 B E TAYLORS BRIGHTMOOR HAYES SUB L44 P71 PLATS, W C R 22/491 34 X 129.5</p> <p>Parcel ID: 22111735.</p> <p>Commonly known as 14635 Chapel, Detroit, MI</p>
<p>W CHAPEL LOT 205 B E TAYLORS BRIGHTMOOR-HAYES SUB L44 P71 PLATS, W C R 22/491 34 X 129.5</p> <p>Parcel ID: 22111734.</p> <p>Commonly known as 14641 Chapel, Detroit, MI</p>
<p>W CHAPEL LOT 204 B E TAYLORS BRIGHTMOOR-HAYES SUB L44 P71 PLATS, W C R 22/491 34 X 129.5</p> <p>Parcel ID: 22111733.</p> <p>Commonly known as 14649 Chapel, Detroit, MI</p>
<p>W CHAPEL LOT 203 B E TAYLORS BRIGHTMOOR-HAYES SUB L44 P71 PLATS, W C R 22/491 34 X 129.5</p> <p>Parcel ID: 22111732.</p> <p>Commonly known as 14657 Chapel, Detroit, MI</p>

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT D**

Release Of Interest

(see attached)

**RELEASE OF INTEREST IN REAL PROPERTY**

- 1. Seedfolx Farm, LLC ("**Purchaser**") purchased from the Detroit Land Bank Authority ("**DLBA**"), whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan, 48226, the premises located in the City of Detroit, County of Wayne, and State of Michigan **commonly known as 14617, 14621, 14627, 14635, 14641, 14649, and 14657 Chapel 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, Dispositions**

This document was acknowledged, subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jeanne Hanna, Director, Dispositions, 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**

W CHAPEL Lot 209 B E TAYLORS BRIGHTMOOR-HAYES SUB L44 P71 PLATS, W C R 22/491 34 X 129.5 Parcel ID: 22111738. Commonly known as 14617 Chapel, Detroit, MI
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W CHAPEL LOT 203 B E TAYLORS BRIGHTMOOR-HAYES SUB L44 P71 PLATS, W C R 22/491 34 X 129.5 Parcel ID: 22111732. Commonly known as 14657 Chapel, Detroit, MI





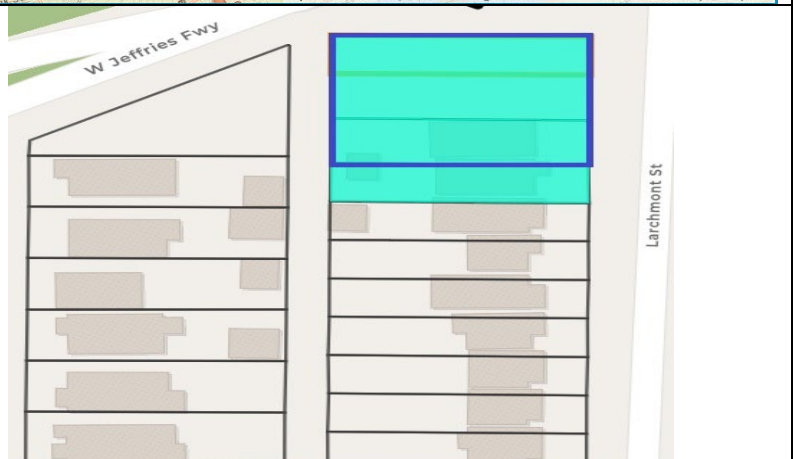
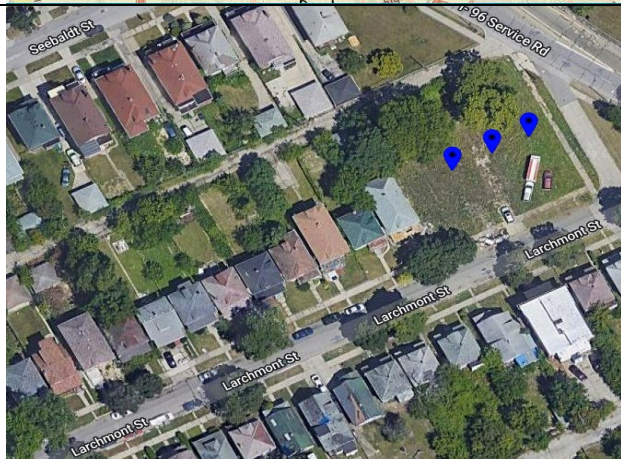
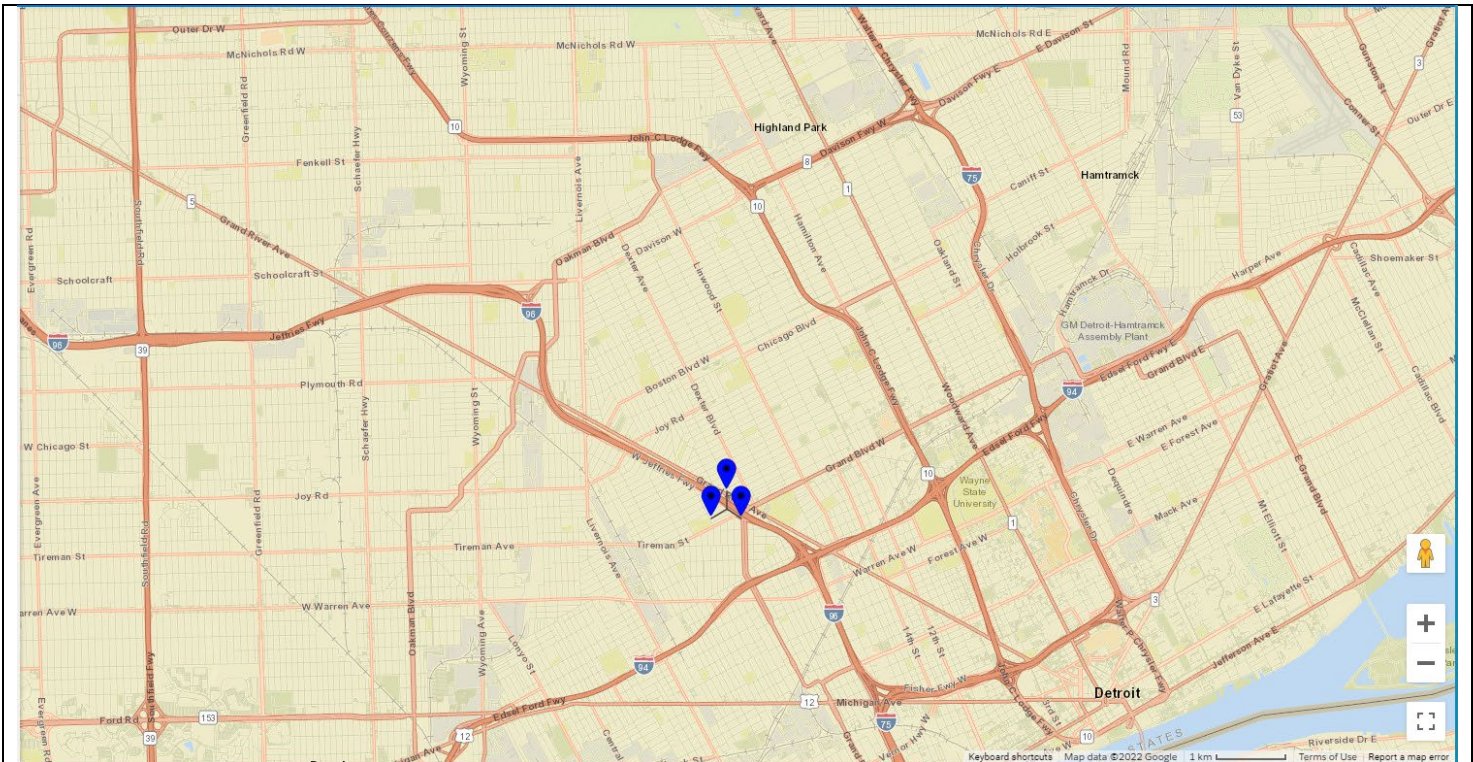
**01-07-2023**

RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER  
INTO PURCHASE & DEVELOPMENT AGREEMENT WITH SISTERS  
ON A ROLL MOBILE CAFE & CATERING LLC

## Detroit Land Bank Authority – Projects Deal Summary Sheet

<b>Project Name:</b> Neighborhood Lot Activation/Beautification		<b>Agreement Type:</b> PA	<b>CP/ED:</b> ED
<b>Principals:</b> Sisters On A Roll Mobile Cafe		<b>Resolution:</b> Yes	
<b>Properties included in sale:</b> 4218, 4220, 4228 Larchmont			
<b>Adjacent Ownership:</b>			
<b>Price Per square foot:</b> \$.20 (4228); \$250 (4218/4220)		<b>Total Sq Ft of DLBA property included in sale:</b> 12,960	
<b>Sale Price:</b> \$1,406	<b>Discount:</b>	<b>Final Price:</b> \$1,406	
<b>5/50 Amount:</b>			
<b>Zoning:</b> R2	<b>Region:</b> Central	<b>City Council District:</b> 6	
<b>Neighborhood:</b> Midwest		<b>DLBA Project Manager:</b> Martina Orange	
<b>Unresolved Inquiries?:</b> 0	<b># of Sales/Purchase Inquiries:</b> 1	<b>Marketing # of Offers:</b> N/A	

### Project Map



- Properties owned by applicant
- DLBA properties in application
- Public Land
- Public Structure

## Project Summary

With the leadership of Harriette Brown, Sisters on a Roll is a mobile cafe and catering service that for the past 27 years has been sharing and inspiring communities with their flavor filled journey. As the organization sees food as an art form they are set on a mission to introduce programs to share the universal gift by all. Food is an expression of love for family, friends and fellowship they look to introduce programs that can motivate and cultivate that same fondness to the communities they serve and have grown to be a part of. Sister on a Roll finds it as a privilege to share food prepared from the heart with the soul in mind, bringing residents the "flavor" of LOVE one bite at a time, all while sourcing from local industries while having a goal to reduce the carbon footprint! They aim to #WageWarWithAFork against food insecurities and introduces healthier options to the communities they have grown to become a part of.

Sisters On A Roll has applied to purchase the four lots on Larchmont for the purpose of installing a fence and benches as a mean of serving their food to the community and building a space for the community to gather.

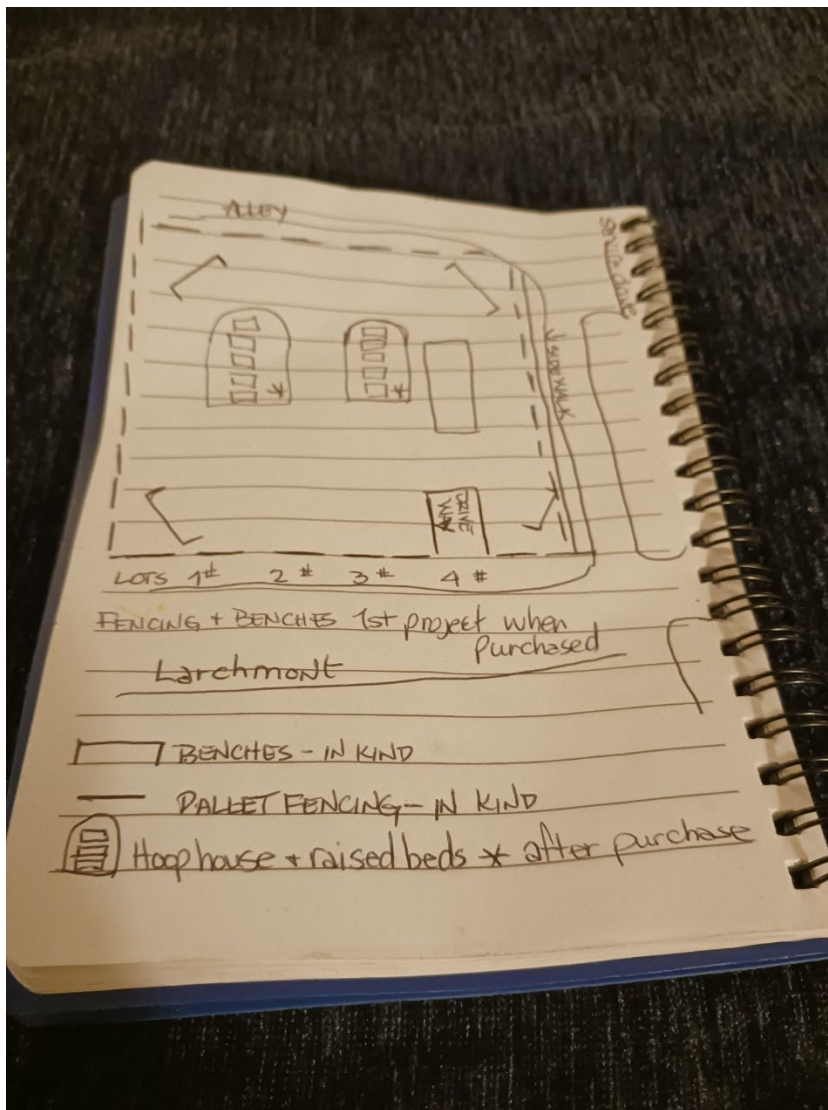
Proof of funds: BFLF grant: \$1,000, Share Savings: \$478, Pay Pal bal: \$2,808

Budget: 2,340

Fencing labor and materials in kind service: donation from friends

Hoop houses 2 @ \$320: \$640

Raised beds 10 @ \$170: \$1,700



**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH SISTERS ON A ROLL MOBILE CAFE & CATERING 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, Sisters On A Roll Mobile Cafe & Catering LLC ("Purchaser") applied to purchase the property identified in Exhibit A to Exhibit 1 attached hereto (the "Property") to implement an urban garden and community space (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 Chairperson thereupon declared the resolution duly passed and adopted this 24th day of January 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS  
ERICA WARD GERSON, CHAIRPERSON

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



8/26/2022

Sisters On A Roll Mobile Cafe & Catering LLC  
4237 Larchmont  
Detroit, MI 48204

**RE: SALE OF PROPERTY**

Dear Sisters On A Roll Mobile Cafe & Catering 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 \$1,406.00 to Sisters On A Roll Mobile Cafe & Catering LLC ("**Purchaser**") pursuant to the terms and conditions of the Agreement and, if required, subject to approval by the DLBA Board of Directors.

If Purchaser accepts the offer to deal, Purchaser shall return an original signed copy of the Agreement and a money order, cashier's check, or certified check payable to "Detroit Land Bank Authority" in the amount of \$ 500.00, 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 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.*

**This offer to deal expires on September 29, 2022 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 Sisters On A Roll Mobile Cafe & Catering LLC, a Michigan limited liability company whose address is 4237 Larchmont, Detroit, Michigan 48204 ("**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 \$1,406.00 (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 \$ 500.00 (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 Fees.** Within 3 days after receiving notice that DLBA has countersigned the Agreement, Purchaser will remit payment of \$250.00 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) **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 Capture.** Purchaser acknowledges that DLBA is entitled to a tax capture for the 5 tax years subsequent to transferring ownership of the Property in an amount equal to 50% of the property taxes collected on the property. The tax capture 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 capture 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, [sisteronaroll@gmail.com](mailto:sisteronaroll@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: Martina Orange  
500 Griswold Street, Suite 1200  
Detroit, Michigan 48226  
[projects@detroitlandbank.org](mailto:projects@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.

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 Sisters On A Roll Mobile Cafe & Catering 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

**SISTERS ON A ROLL MOBILE CAFE & CATERING LLC**

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

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

Signature page 1 of 1 of the Purchase & Development Agreement between DLBA and Sisters On A Roll Mobile Cafe & Catering LLC for 4218, 4220, and 4228 Larchmont

## 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 LARCHMONT E 20 FT LOT 129 W 10 FT LOT 128 SEEBALDTS SUB L27 P34 PLATS, W C R  
14/89 30 X 130

Parcel ID: 14001784-805

Commonly known as 4218 Larchmont, Detroit, MI

N LARCHMONT E 25 FT LOT 130 W 10 FT LOT 129 SEEBALDTS SUB L27 P34 PLATS, W C R  
14/89 35 X 130

Parcel ID: 14001783.

Commonly known as 4220 Larchmont, Detroit, MI

N LARCHMONT LOT 131, W 5 FT LOT 130 SEEBALDTS SUB L27 P34 PLATS, W C R 14/89 35 X  
130

Parcel ID: 14001782.

Commonly known as 4228 Larchmont, 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 Sisters On A Roll Mobile Cafe & Catering LLC, a Michigan limited liability company whose address is 4237 Larchmont, Detroit, Michigan 48204 ("Grantee"), the premises located in the City of Detroit, County of Wayne, and State of Michigan **commonly known as 4218, 4220, and 4228 Larchmont 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 Thousand Four Hundred Six Dollars and No Cents (\$1,406.00). 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: \_\_\_\_\_

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

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

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: Sisters On A Roll Mobile Cafe & Catering LLC 4237 Larchmont Detroit, MI 48204	Drafted by: Robert G Spence Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226
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**EXHIBIT 1**

N LARCHMONT E 20 FT LOT 129 W 10 FT LOT 128 SEEBALDTS SUB L27 P34 PLATS, W C R  
14/89 30 X 130

Parcel ID: 14001784-805

Commonly known as 4218 Larchmont, Detroit, MI

N LARCHMONT E 25 FT LOT 130 W 10 FT LOT 129 SEEBALDTS SUB L27 P34 PLATS, W C R  
14/89 35 X 130

Parcel ID: 14001783.

Commonly known as 4220 Larchmont, Detroit, MI

N LARCHMONT LOT 131, W 5 FT LOT 130 SEEBALDTS SUB L27 P34 PLATS, W C R 14/89 35 X  
130

Parcel ID: 14001782.

Commonly known as 4228 Larchmont, Detroit, MI

Exhibit 1 to Quit Claim Deed from Detroit Land Bank Authority to Sisters On A Roll Mobile Cafe & Catering LLC

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT C**

Reconveyance Deed  
(see attached)



**QUIT CLAIM DEED**

Sisters On A Roll Mobile Cafe & Catering LLC, a Michigan limited liability company whose address is 4237 Larchmont, Detroit, Michigan 48204 ("**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 4218, 4220, and 4228 Larchmont 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).

**SISTERS ON A ROLL MOBILE CAFE & CATERING  
LLC**

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

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

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

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

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_,  
\_\_\_\_\_ of Sisters On A Roll Mobile Cafe & Catering 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
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**EXHIBIT 1**

N LARCHMONT E 20 FT LOT 129 W 10 FT LOT 128 SEEBALDTS SUB L27 P34 PLATS, W C R  
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N LARCHMONT LOT 131, W 5 FT LOT 130 SEEBALDTS SUB L27 P34 PLATS, W C R 14/89 35 X  
130

Parcel ID: 14001782.

Commonly known as 4228 Larchmont, Detroit, MI

Exhibit 1 to Quit Claim Deed from Sisters On A Roll Mobile Cafe & Catering LLC to Detroit Land Bank Authority

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT D**

Release Of Interest

(see attached)

**RELEASE OF INTEREST IN REAL PROPERTY**

1. Sisters On A Roll Mobile Cafe & Catering LLC ("**Purchaser**") purchased from the Detroit Land Bank Authority ("**DLBA**"), whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan, 48226, the premises located in the City of Detroit, County of Wayne, and State of Michigan **commonly known as 4218, 4220, and 4228 Larchmont 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: \_\_\_\_\_

\_\_\_\_\_  
**Jeanne Hanna**  
**Director, Dispositions**

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

This document was acknowledged, subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Jeanne Hanna, Director, Dispositions, 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**

N LARCHMONT E 20 FT LOT 129 W 10 FT LOT 128 SEEBALDTS SUB L27 P34 PLATS, W C R  
14/89 30 X 130

Parcel ID: 14001784-805

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N LARCHMONT LOT 131, W 5 FT LOT 130 SEEBALDTS SUB L27 P34 PLATS, W C R 14/89 35 X  
130

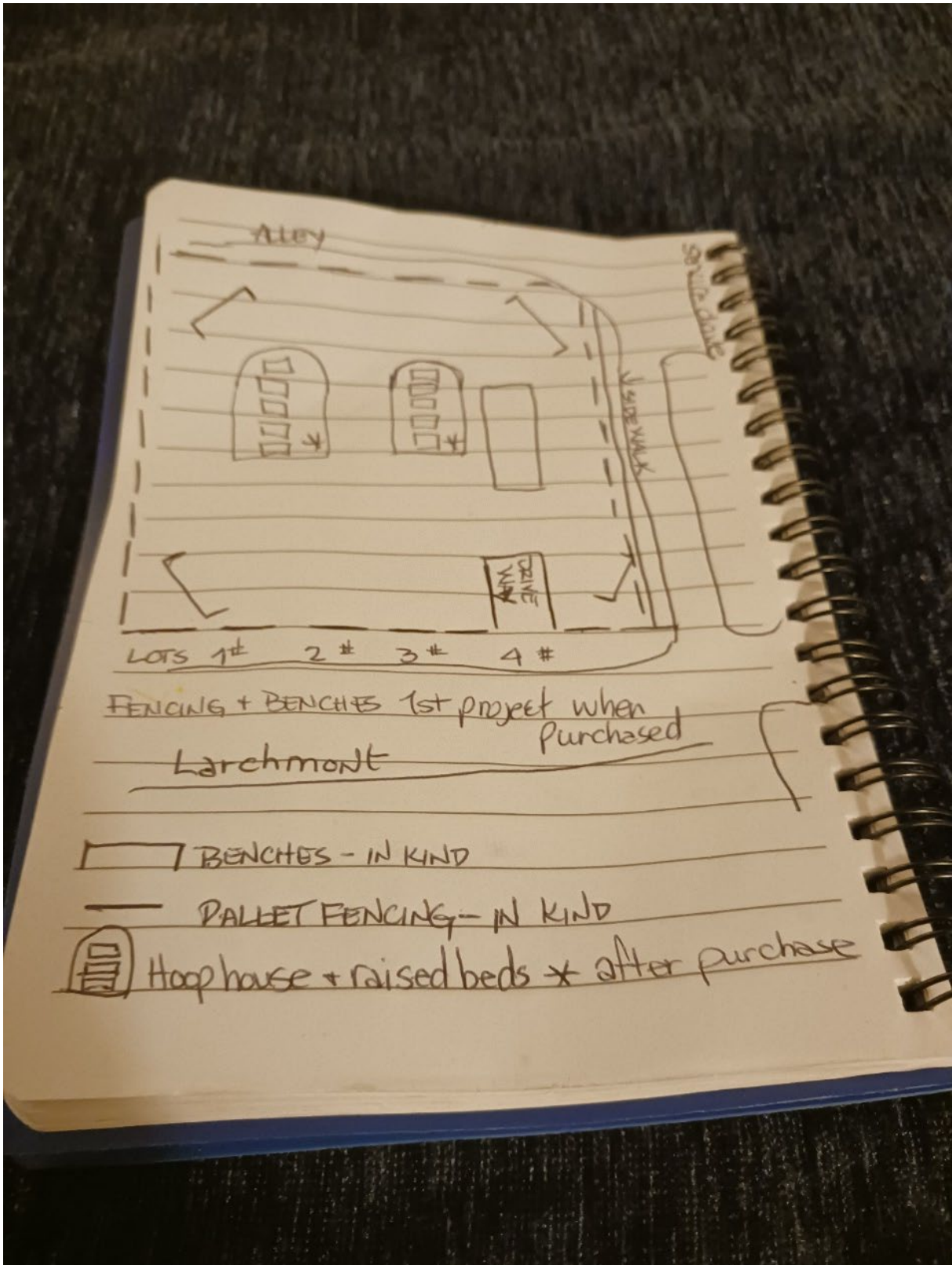
Parcel ID: 14001782.

Commonly known as 4228 Larchmont, Detroit, MI

Exhibit 1 to Release of Interest from Detroit Land Bank Authority to Sisters On A Roll Mobile Cafe & Catering LLC

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT E**

**SITE PLANS**



**01-08-2023**

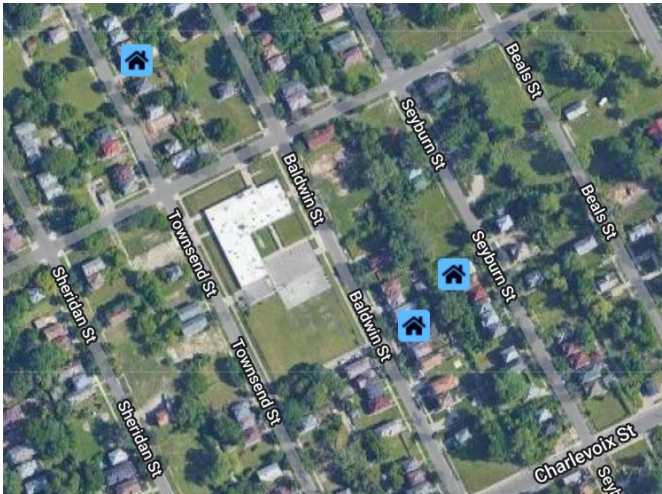
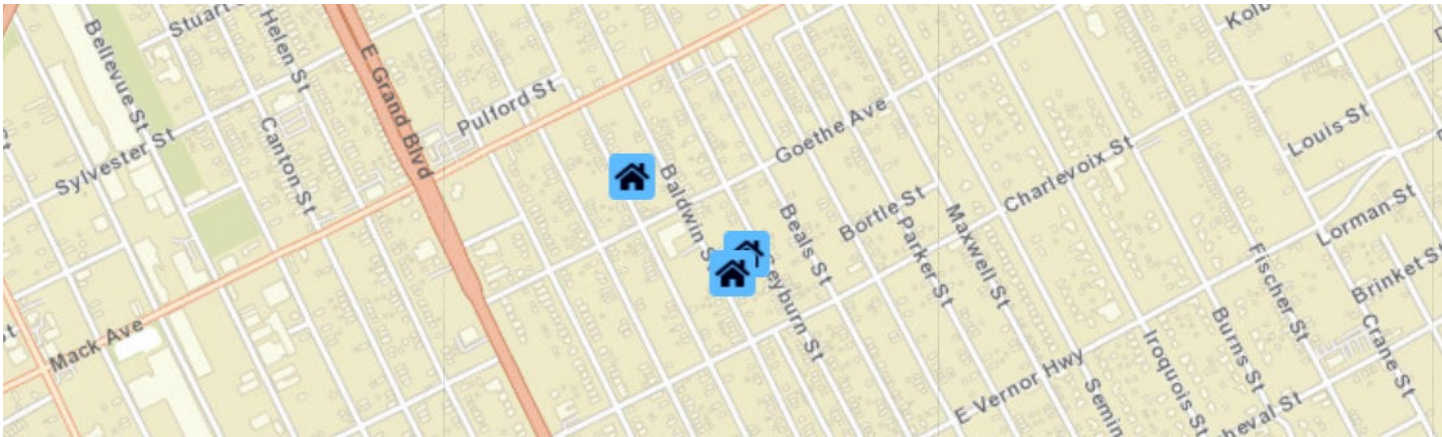
RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER  
INTO PURCHASE & DEVELOPMENT AGREEMENT WITH CLUTCH  
CONSULTING LLC

**BOARD REVIEW DATE:**

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

<b>Purchasing Entity: Clutch Consulting</b>		<b>***Marketing***</b>	
<b>Principal: Kaiwan Bowman</b>	<b>Board Resolution: Yes</b>		
<b>Properties included in sale: 2985 Seyburn, 2970 Baldwin, 3450 Townsend</b>			
<b>Adjacent Ownership: N/A</b>			
<b>Sale Price: \$30,000</b>			
<b>List Price: \$20,000</b>	<b>Listing Broker: Real Estate One- Southfield</b>		
<b>Time on Market: 116 Days</b>	<b>Number of offers: 5</b>		
<b>Square Feet of DLBA property included in sale: 1,954 sq. ft.-Seyburn; 2,272 sq. ft.-Baldwin; 2,350 sq. ft.-Townsend</b>			
<b>Zoning: R2</b>	<b>HRD/PDD/JET Region: East</b>	<b>City Council District: 5</b>	
<b>Neighborhood: Islandview</b>	<b>DLBA Project Manager: Kristen Hawkins</b>		

**Project Map**



2985 Seyburn



2970 Baldwin



3450 Townsend

**Project Summary**



**BOARD REVIEW DATE:**

The applicant wants to rehab the properties into three 2 bedrooms/1-bathroom duplexes creating 6 units for rental. The applicant has DLBA experience (1497 W. Grand Blvd.) and other experiences with rehabs/rentals. The East Region is in support of this project. The East regional team is in support of this project and have submitted a letter of support.

**POF:** \$1,080,000 Detroit Investment Fund (Invest Detroit)

**Personal POF:** \$146,443.04- \$100, 000 via Tower Federal Credit Union, \$7,000 via United federal credit union and \$39,443.04 via BOA

**Estimated project costs:**

2985 Seyburn: \$165,230

2970 Baldwin: \$161,490

3450 Townsend: \$184,750

Total: \$511,570 + \$30,000 acquisition: \$541,570.00

| **estimated completion date: 6 Months**

**Previous Work:**



**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH CLUTCH CONSULTING 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, Clutch Consulting LLC ("Purchaser") applied to purchase the property identified in Exhibit A to Exhibit 1 attached hereto (the "Property") to renovate the three duplexes for use as rental housing (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 Chairperson thereupon declared the resolution duly passed and adopted this 24th day of January 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS  
ERICA WARD GERSON, CHAIRPERSON

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



9/28/2022

Clutch Consulting LLC  
1497 W Grand Blvd  
Detroit, MI 48208

**RE: SALE OF PROPERTY**

Dear Clutch Consulting 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 \$30,000.00 to Clutch Consulting LLC ("**Purchaser**") pursuant to the terms and conditions of the Agreement and, if required, subject to approval by the DLBA Board of Directors.

If Purchaser accepts the offer to deal, Purchaser shall return an original signed copy of the Agreement and a money order, cashier's check, or certified check payable to "Detroit Land Bank Authority" in the amount of \$3,000.00, 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 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.*

**This offer to deal expires on October 27, 2022 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 Clutch Consulting LLC, a Michigan limited liability company whose address is 1497 W Grand Blvd, Detroit, Michigan 48208 ("**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 \$30,000.00 (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 \$3,000.00 (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) **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) **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 Capture.** Purchaser acknowledges that DLBA is entitled to a tax capture for the 5 tax years subsequent to transferring ownership of the Property in an amount equal to 50% of the property taxes collected on the property. The tax capture 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 capture 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, mr.bowman125@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: Kristen Hawkins  
500 Griswold Street, Suite 1200  
Detroit, Michigan 48226  
projects@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.

**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 Clutch Consulting LLC 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

**CLUTCH CONSULTING LLC**

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

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

Signature page 1 of 1 of the Purchase & Development Agreement between DLBA and Clutch Consulting LLC for 2985 Seyburn, 2970 Baldwin, and 3450 Townsend

## APPENDIX 1

Pursuant to and consistent with the terms of the Purchase & Development Agreement, Purchaser will improve each Property according to the following terms and conditions (each, a "**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 540 days after Closing**, Purchaser will, for each unit in the structure located at the Property, deliver copies of Certificates of Acceptance as issued by the City of Detroit Buildings, Safety Engineering and Environmental Department 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**

E BALDWIN LOT 66 ABERLE ZUG & DE VOGELAERS SUB L26 P78 PLATS, W C R 17/231 30 X 107.19A

Parcel ID: 17011181.

Commonly known as 2970 Baldwin, Detroit, MI

W SEYBURN LOT 15 AND S 15 FT OF LOT 16 ABERLE ZUG & DE VOGELAERS SUB L26 P78 PLATS, W C R 17/231 45 X 106A

Parcel ID: 17010919-20

Commonly known as 2985 Seyburn, Detroit, MI

E TOWNSEND LOT 178 BLVD PARK SUB L23 P21 PLATS, W C R 17/65 30 X 100

Parcel ID: 17011950.

Commonly known as 3450 Townsend, 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 Clutch Consulting LLC, a Michigan limited liability company whose address is 1497 W Grand Blvd, Detroit, Michigan 48208 ("**Grantee**"), the premises located in the City of Detroit, County of Wayne, and State of Michigan **commonly known as 2985 Seyburn, 2970 Baldwin, and 3450 Townsend 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 Thirty Thousand Dollars and No Cents (\$30,000.00). 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: \_\_\_\_\_

\_\_\_\_\_  
**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: Clutch Consulting LLC 1497 W Grand Blvd Detroit, MI 48208	Drafted by: Robert G Spence Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226
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**EXHIBIT 1**

E BALDWIN LOT 66 ABERLE ZUG & DE VOGELAERS SUB L26 P78 PLATS, W C R 17/231 30 X 107.19A

Parcel ID: 17011181.

Commonly known as 2970 Baldwin, Detroit, MI

W SEYBURN LOT 15 AND S 15 FT OF LOT 16 ABERLE ZUG & DE VOGELAERS SUB L26 P78 PLATS, W C R 17/231 45 X 106A

Parcel ID: 17010919-20

Commonly known as 2985 Seyburn, Detroit, MI

E TOWNSEND LOT 178 BLVD PARK SUB L23 P21 PLATS, W C R 17/65 30 X 100

Parcel ID: 17011950.

Commonly known as 3450 Townsend, Detroit, MI

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

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT C**

Reconveyance Deed  
(see attached)

**QUIT CLAIM DEED**

Clutch Consulting LLC, a Michigan limited liability company whose address is 1497 W Grand Blvd, Detroit, Michigan 48208 ("**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 BALDWIN LOT 66 ABERLE ZUG & DE VOGELAERS SUB L26 P78 PLATS, W C R 17/231 30 X 107.19A  
Parcel ID: 17011181.

Commonly known as 2970 Baldwin, Detroit, MI

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).

**CLUTCH CONSULTING LLC**

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

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

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

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

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_, \_\_\_\_\_ of Clutch Consulting 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
---	---

**QUIT CLAIM DEED**

Clutch Consulting LLC, a Michigan limited liability company whose address is 1497 W Grand Blvd, Detroit, Michigan 48208 ("**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:

W SEYBURN LOT 15 AND S 15 FT OF LOT 16 ABERLE ZUG & DE VOGELAERS SUB L26 P78 PLATS, W  
C R 17/231 45 X 106A

Parcel ID: 17010919-20

Commonly known as 2985 Seyburn, Detroit, MI

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).

**CLUTCH CONSULTING LLC**

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

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

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

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

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_, \_\_\_\_\_ of Clutch Consulting 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
---	---

**QUIT CLAIM DEED**

Clutch Consulting LLC, a Michigan limited liability company whose address is 1497 W Grand Blvd, Detroit, Michigan 48208 ("**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 TOWNSEND LOT 178 BLVD PARK SUB L23 P21 PLATS, W C R 17/65 30 X 100

Parcel ID: 17011950.

Commonly known as 3450 Townsend, Detroit, MI

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).

**CLUTCH CONSULTING LLC**

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

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

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

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

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Clutch Consulting 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
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**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT D**

Release Of Interest

(see attached)

**RELEASE OF INTEREST IN REAL PROPERTY**

1. Clutch Consulting LLC ("**Purchaser**") purchased from the Detroit Land Bank Authority ("**DLBA**"), whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan, 48226, the following real property (the "**Property**") in the City of Detroit, Wayne County, Michigan:

E BALDWIN LOT 66 ABERLE ZUG & DE VOGELAERS SUB L26 P78 PLATS, W C R 17/231 30 X  
107.19A

Parcel ID: 17011181.

Commonly known as 2970 Baldwin, Detroit, MI

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: \_\_\_\_\_

\_\_\_\_\_  
**Jeanne Hanna**  
**Director, Dispositions**

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

This document was acknowledged, subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Jeanne Hanna, Director, Dispositions, 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: \_\_\_\_\_

Instrument Drafted By: Robert G Spence, Detroit Land Bank Authority  
500 Griswold, Suite 1200, Detroit, Michigan 48226



**RELEASE OF INTEREST IN REAL PROPERTY**

- 1. Clutch Consulting LLC ("**Purchaser**") purchased from the Detroit Land Bank Authority ("**DLBA**"), whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan, 48226, the following real property (the "**Property**") in the City of Detroit, Wayne County, Michigan:

E TOWNSEND LOT 178 BLVD PARK SUB L23 P21 PLATS, W C R 17/65 30 X 100

Parcel ID: 17011950.

Commonly known as 3450 Townsend, Detroit, MI

- 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: \_\_\_\_\_

\_\_\_\_\_  
**Jeanne Hanna**  
**Director, Dispositions**

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

This document was acknowledged, subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by Jeanne Hanna, Director, Dispositions, 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: \_\_\_\_\_

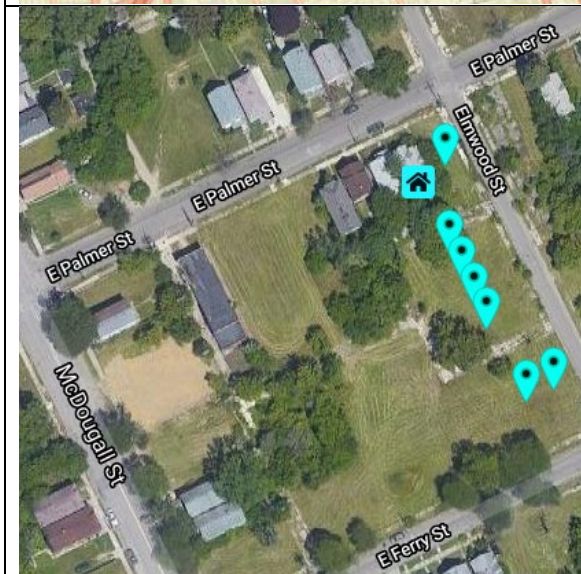
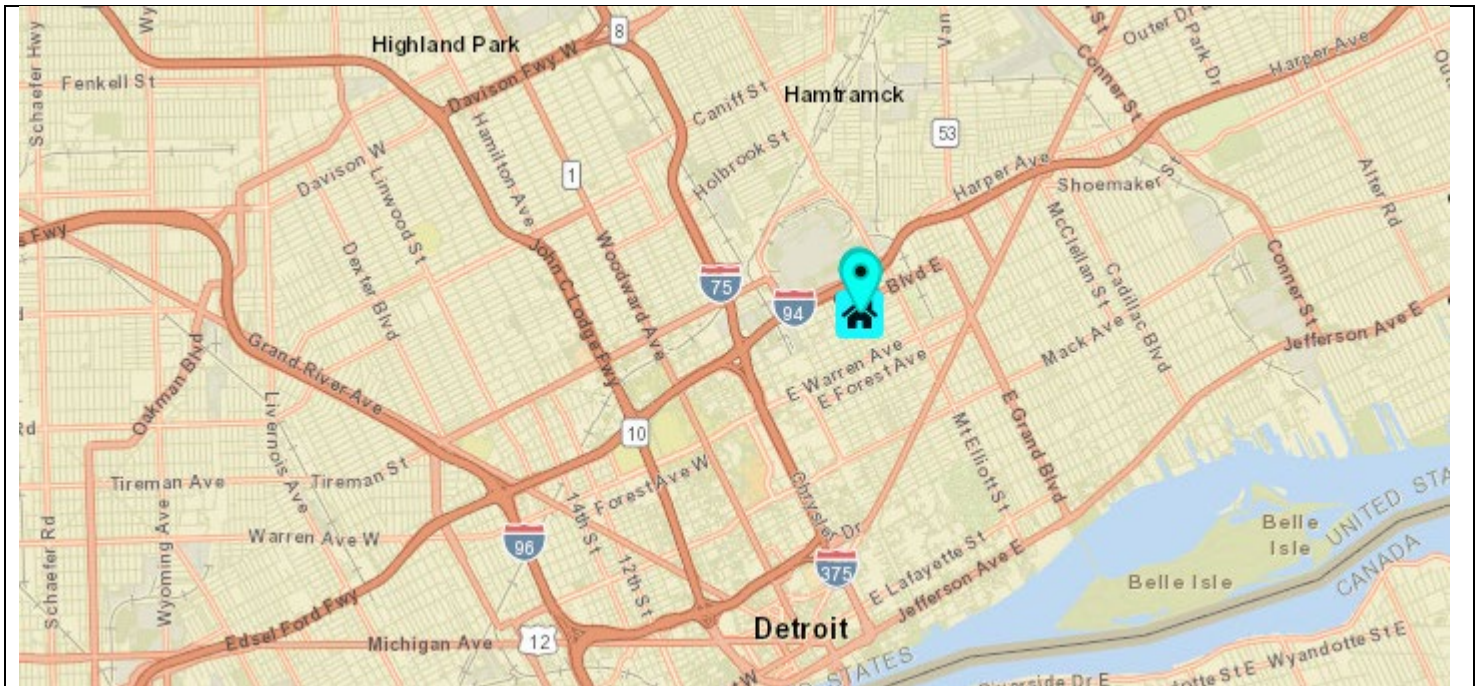
**01-09-2023**

RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER  
INTO PURCHASE & DEVELOPMENT AGREEMENT WITH JOY  
CRANSHAW AND KYLIE BELACHAIKOVSKY

## Detroit Land Bank Authority – Projects Deal Summary Sheet

<b>Project Name:</b> Cranshaw and Belachaikovsky Homestead		<b>Agreement Type:</b> PA	<b>CP/ED:</b> ED
<b>Principals:</b> Joy Cranshaw and Kylie Belachaikovsky		<b>Resolution:</b> Yes	
<b>Properties included in sale:</b> 3172 E. Palmer			
<b>Adjacent Ownership:</b> 3176, 3184 E Palmer; 5545, 5537, 5531, 5525 Elmwood; 3183, 3179 E Ferry			
<b>Price Per square foot:</b> \$0.30		<b>Total Sq Ft of DLBA property included in sale:</b> 3089	
<b>Sale Price:</b> \$926.70 land + \$500 garage	<b>Discount:</b>	<b>Final Price:</b> \$1,426	
<b>5/50 Amount:</b>			
<b>Zoning:</b> R3	<b>Region:</b> Central	<b>City Council District:</b> 5	
<b>Neighborhood:</b> Poletown East		<b>DLBA Project Manager:</b> Sara Elbohy	
<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**

Joy Cranshaw and Kylie Belachaikovsky have purchased 7 lots and one residential structure in Poletown East. They plan to renovate the house and make it their permanent residence, and use the remaining lots for personal food production and for restoring attractive, managed, native habitat for pollinator insects and birds. They are purchasing this post-demo lot and are requesting that the garage remain to use for storage.

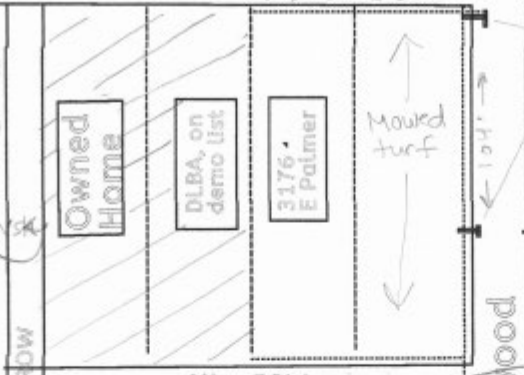
POF: 11,000 Barclays Bank

APPLICATION RNIWEJ

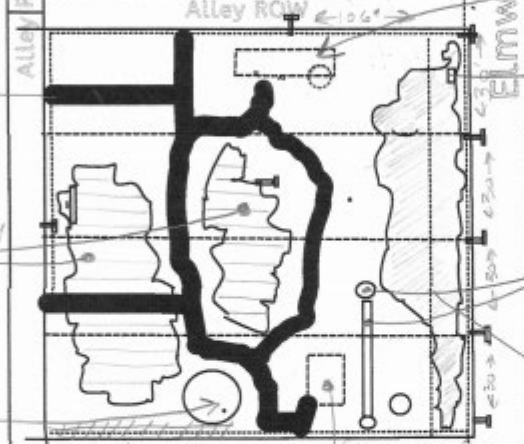
E Palmer St

3176 E Palmer  
184 E Palmer  
5545, 5537, 5531  
5525 Elmwood  
3183, 3179 E Ferry

Purchaser names:  
Joy Cranshaw  
Kylie Belchaitorski



T = utility poles



Heavy lines = mulched maintenance paths

Wildlife-friendly tree/shrubs

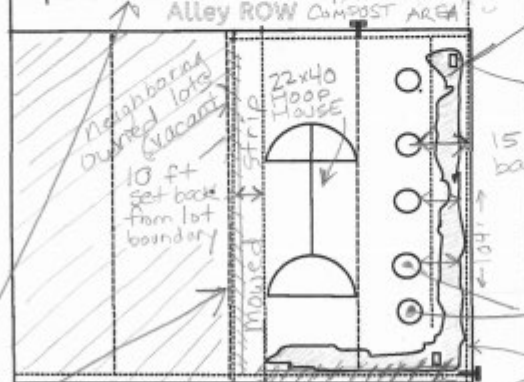
Existing very mature red maple tree

TOOL 20x8 STORAGE CONTAINER + H2O CATCHMENT

pollinator/wildlife habitat signage

Arbor for climbing vines + roof for rainwater collection 8ft H x 3ft W x 20ft L

Shaded area = lower growing native plants + 5ft mowed area from Row to plantings



signage

15 foot set back from Row for all fruit trees

O = semi-dwarf fruiting trees x 6

5 ft sidewalk setback

E Ferry Street

Low (20-24") post and rail fence to mark property line + clarify the intentional nature of the plantings

Small signage to indicate pollinator/wildlife habitat (See proposal for examples)



**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH JOY CRANSHAW AND KYLIE BELACHAIKOVSKY**

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, Joy Cranshaw and Kylie Belachaikovsky ("Purchaser") applied to purchase the property identified in Exhibit A to Exhibit 1 attached hereto (the "Property") to renovate the garage for use as an accessory structure to their adjacent primary residence (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 the demolition by the City of the house located on the Property and the 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

Patricia Pernell-Shelton

Richard Hosey

Carol Walters

Miranda Morrow-Bartell

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of January 2023.

DETROIT LAND BANK AUTHORITY:

BY ITS BOARD OF DIRECTORS

ERICA WARD GERSON, CHAIRPERSON

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



1/19/2023

Joy Cranshaw and Kylie Belachaikovsky  
1683 Atkinson  
Detroit, MI 48206

**RE: SALE OF PROPERTY**

Dear Joy Cranshaw and Kylie Belachaikovsky:

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 \$1,426.00, less the Discount (as defined in Section 2(c)), to Joy Cranshaw and Kylie Belachaikovsky ("**Purchaser**") pursuant to the terms and conditions of the Agreement and, if required, subject to approval by the DLBA Board of Directors.

If Purchaser accepts the offer to deal, Purchaser shall return an original signed copy of the Agreement and a money order, cashier's check, or certified check payable to "Detroit Land Bank Authority" in the amount of \$ 500.00, 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 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.*

**This offer to deal expires on January 23, 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 Joy Cranshaw and Kylie Belachaikovsky, whose address is 1683 Atkinson, Detroit, Michigan 48206 (collectively, the "**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 \$1,426.00 (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) **Non-Refundable Earnest Money Deposit.** DLBA acknowledges that Purchaser has made a non-refundable earnest money deposit in the amount \$ 500.00 (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 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 180 days after the Title Services Conclusion (the "**Closing Deadline**"). In the event (i) the demolition permit of the existing primary structure has not received a final grade approval letter from the City of Detroit Buildings, Safety Engineering and Environmental Department ("**BSEED**") and (ii) the DLBA has not received any other notice from BSEED sufficient to allow the Parties to close, the Closing Deadline will be tolled until 30 days after the DLBA receives notice that such final grade approval letter has been issued or notice from BSEED that the Parties may proceed to Close. 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) **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).

(iii) **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.

(iv) **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.

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

(vi) **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 Capture.** Purchaser acknowledges that DLBA is entitled to a tax capture for the 5 tax years subsequent to transferring ownership of the Property in an amount equal to 50% of the property taxes collected on the property. The tax capture 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 capture 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) **Specific Remedies.**

(i) **Failure to Close.** In the event the DLBA receives (i) notice that BSEED issued a final grade approval letter for the existing primary structure ("**BSEED**") or (ii) any other notice from BSEED sufficient to allow the Parties to close, and Purchaser fails to close within 10 days after receiving notice of the Closing notice from the DLBA, the DLBA may proceed to demolish the accessory structure. Purchaser will reimburse DLBA for any and all costs associated with the demolition of the accessory structure and any closing costs already incurred. Upon completion of the demolition, DLBA will deliver an invoice to Purchaser, and Purchaser will cause the invoice to be paid within 30 days of delivery.

(ii) **Failure to Complete the Project.** If an Event of Default occurs after Closing but prior to a Release of Interest being recorded, the DLBA may record the Reconveyance Deed, take immediate possession of the Property, and proceed to demolish the accessory structure. Purchaser will reimburse DLBA for any and all costs associated with the demolition of the accessory structure. Upon completion of the demolition, DLBA will deliver an invoice to Purchaser, and Purchaser will cause the invoice to be paid within 30 days of delivery.

(b) In addition or alternative to the remedies provided in Subsection (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.

(c) In addition or alternative to the remedy provided in Subsections (a)-(b), 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, kbelachaikovsky@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: Karla Marshall  
500 Griswold Street, Suite 1200  
Detroit, Michigan 48226  
projects@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.

**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 Joy Cranshaw and Kylie Belachaikovsky have caused this Purchase & Development Agreement to be executed as of the Effective Date.

**DETROIT LAND BANK AUTHORITY**

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

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

**JOY CRANSHAW**

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

\_\_\_\_\_

**KYLIE BELACHAIKOVSKY**

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

\_\_\_\_\_

Signature page 1 of 1 of the Purchase & Development Agreement between DLBA and Joy Cranshaw and Kylie Belachaikovsky for 3172 E Palmer

## APPENDIX 1

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

A. **Within 15 days after Closing:** Purchaser will provide exterior photos of all four sides of the Property showing that, from foundation to roof, the Property is

- i. Secured. All openings must be securely covered, locked and/or boarded.
- ii. Maintained. Lawn and other overgrowth is cut.
- iii. Free of external debris. No construction or household materials in the yard.

Purchaser will continue to maintain the Property accordingly and ensure it is secured until a Release of Interest is recorded.

B. **Within 45 days after Closing Date, and every 45 days thereafter until the Release of Interest is recorded,** Purchaser shall provide proof of good faith progress showing that the Property is being renovated, and the Property is on track to be renovated into a habitable condition in the prescribed timeframe, such as:

- i. Before and after photos showing progress on the Property;
- ii. Copies of pulled permits and inspections from City of Detroit Building, Safety Engineering and Environmental Department ("**BSEED**"); and
- iii. Estimates or signed contracts with contractors.

C. **Within 365 days after Closing,** Purchaser shall provide proof that the Property is renovated as defined by meeting each of the requirements defined below.

- i. **Sides.** Photos of all four sides of the Property showing that, from foundation to roof, the Property looks maintained on the outside with no boards or blight, and the yard is maintained with no debris.

- ii. **Roof.** Photos or other documentation showing the roof has been repaired or replaced in a reasonable manner.

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 the Purchase Agreement, Purchaser will make the Property available for review for verification of work performed as DLBA deems necessary.

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



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

## **The Property**

S PALMER LOT 4 FRANK P RUSSELLS L22 P100 PLATS, W C R 13/150 30 X 103.53

Parcel ID: 13003457.

Commonly known as 3172 E Palmer, 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 Joy Cranshaw and Kylie Belachaikovsky whose address is 1683 Atkinson, Detroit, Michigan 48206 (collectively, "Grantee"), the following premises in the City of Detroit, Wayne County, Michigan:

S PALMER LOT 4 FRANK P RUSSELLS L22 P100 PLATS, W C R 13/150 30 X 103.53

Parcel ID: 13003457.

Commonly known as 3172 E Palmer, Detroit, Michigan

together with all and singular the tenements, hereditaments, fixtures, and appurtenances of that property, for the full consideration of One Thousand Four Hundred Twenty Six Dollars and No Cents (\$1,426.00). 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: \_\_\_\_\_

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

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

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: Joy Cranshaw and Kylie Belachaikovsky 1683 Atkinson Detroit, MI 48206	Drafted by: Robert G Spence Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226
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**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT C**

Reconveyance Deed  
(see attached)

**QUIT CLAIM DEED**

Joy Cranshaw and Kylie Belachaikovsky whose address is 1683 Atkinson, Detroit, Michigan 48206 ("**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:

S PALMER LOT 4 FRANK P RUSSELLS L22 P100 PLATS, W C R 13/150 30 X 103.53

Parcel ID: 13003457.

Commonly known as 3172 E Palmer, 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).

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

\_\_\_\_\_  
**JOY CRANSHAW**

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

\_\_\_\_\_  
**KYLIE BELACHAIKOVSKY**

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by Joy Cranshaw and Kylie Belachaikovsky.

\_\_\_\_\_  
*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
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**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT D**

Release Of Interest

(see attached)

**RELEASE OF INTEREST IN REAL PROPERTY**

1. Joy Cranshaw and Kylie Belachaikovsky ("**Purchaser**") purchased from the Detroit Land Bank Authority, whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan, 48226 ("**DLBA**"), the following real property (the "**Property**") in the City of Detroit, Wayne County, Michigan:

S PALMER LOT 4 FRANK P RUSSELLS L22 P100 PLATS, W C R 13/150 30 X 103.53

Parcel ID: 13003457.

Commonly known as 3172 E Palmer, Detroit, Michigan

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: \_\_\_\_\_

\_\_\_\_\_  
**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: \_\_\_\_\_

**01-10-2023**

RESOLUTION APPROVING PROPOSAL TO SELL PROPERTY TO  
CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY  
FOR RESALE TO E.W. GROBBEL'S SONS, INC.



**RESOLUTION APPROVING PROPOSAL TO SELL PROPERTY TO CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY FOR RESALE TO E.W. GROBBEL'S SONS, INC.**

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 connection with the proposed Greater Eastern Market Land Assembly Project, the Detroit Brownfield Redevelopment Authority (the "DBRA") and the DLBA are parties to a Land Transfer Agreement (the "LTA") approved by the DLBA Board of Directors on June 30, 2020 pursuant to which the DLBA agreed to, from time to time, sell to the DBRA real property located in the Eastern Market area of the City in order for the DBRA to assemble land and sell it to third party buyers; and

WHEREAS, the LTA requires that for each transaction the DBRA will deliver to the DLBA a memorandum setting forth certain terms of the proposed sale, which memorandum will be presented to the DLBA Board of Directors for approval; and

WHEREAS, the LTA requires that once a transaction agreement is finalized between the DBRA and the ultimate buyer (the "Development Agreement"), the DLBA's Chief Executive Officer or her designee will review it to ensure that it is consistent in all material respects with the terms set forth in the memorandum approved by the DBLA Board of Directors; and

WHEREAS, in a memorandum attached hereto as Exhibit 1 (the "Memorandum"), the DBRA has requested that the DLBA convey to the DBRA the parcels of property located in the City of Detroit listed in Exhibit A attached to the Memorandum (the "Property"), to be ultimately conveyed by the DBRA to E.W. Grobbel's Sons, Inc. (the "Transaction"); and

WHEREAS, the DLBA staff believe the Transaction is necessary and appropriate, and recommend that the Board of Directors approve the terms of the proposed Transaction as set forth in the Memorandum and authorize the Chief Executive Officer to sell the Property to the DBRA upon her conclusion that the terms set forth in the Development Agreement are consistent in all material respects to those approved by the Board in the Memorandum.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE DETROIT LAND BANK AUTHORITY, that the terms of the proposed Transaction as set forth in the Memorandum are hereby approved and the Chief Executive Officer is authorized to (1) review and approve the Development Agreement to ensure that its terms are consistent in all material respects with the terms set forth in the Memorandum, and (2) if it does, to convey the Property to the DBRA; 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 of the Property to

**RESOLUTION NO. 1- -2023**

the DBRA, 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

Richard Hosey

Miranda Morrow-Bartell

Patricia Pernell-Shelton

Carol Walters

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of January 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS  
ERICA WARD GERSON, CHAIRPERSON

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

**EXHIBIT 1**

**Memorandum**

(See attached)



To: Detroit Land Bank Authority, Board of Directors

From: Catherine Frazier, Detroit Economic Growth Corporation

Date: January 13, 2023

Re: E.W. Grobbel Land Sale, Greater Eastern Market Land Transfer Agreement

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In July 2020, the Detroit Land Bank Authority (“DLBA”) Board of Directors approved a land transfer agreement (the “LTA”) with the City of Detroit Brownfield Redevelopment Authority for DLBA-owned parcels in the greater Eastern Market Area (the “DLBA Parcels”) to support the DBRA and the City of Detroit’s (the “City”) implementation of Neighborhood Framework Planning Study (the “Framework Plan”) for the Eastern Market area which was conducted from 2018 to 2020.

Pursuant to the terms of the LTA, prior to any transfer of any DLBA Parcels to the DBRA, the DLBA Board of Directors must first be presented with a summary of the proposed transaction and approve the proposed transaction.

Below is a summary of a proposed transaction between the DBRA and EW Grobbel Sons, Inc. (“Grobbel”):

**Developer:** Grobbel and/or an affiliate that is wholly owned by Grobbel or its principal

**Principal of Developer:** Jason Grobbel

**Project Property:** Area generally bound by Dequindre Railway, west of St. Aubin Street, south of Superior Street and north of Illinois Street. The Property is currently owned by the City, DLBA, and Eastern Market Development Corporation (“EMDC”), as depicted on **Exhibit A**. The DLBA Property is also listed on Exhibit A. DBRA also has agreements with the City and EMDC for the transfer of the City and EMDC owned parcels.

**Project Description:**

Grobbel was founded in Detroit in 1883 and specializes in meat processing, and distribution. As America's oldest and largest corned beef processor, Grobbel ships nationwide, and customers include the largest retailers in the world. As a food innovation specialist, Grobbel also provides customized culinary solutions to major food service distributors, and some of the nation’s largest restaurant groups. Grobbel has been located in Detroit since 1883 and its current facility in Eastern Market is located at 2500 Orleans. Grobbel has recently acquired additional product lines and is seeking to expand its facilities to accommodate the growth of its business.



To accommodate such growth, Grobbel proposes the construction of new food manufacturing, processing, and cold storage facility on the Property. Construction is planned in two phases: Phase 1 will include approximately 87,000 sq. ft. for a food manufacturing, processing and cold storage facility, with a small portion of company offices on the southern portion of the Property, and Phase 2 will include an approximately 53,000 sq. ft. expansion on the northern portion of the Property. The storage facility will include a cooler, freezer, shipping and receiving, and office areas. The Project will also include stormwater detention ponds designed to meet current City requirements. A bioswale and greenway are planned for the eastern side of the Property. Permeable paving is planned in the alley that runs north-south, adjacent to the planned bioswales/greenway. The Developer commits to hire 150 new full-time employees upon the completion of Phase 1, and an additional 150 new full-time employees upon the completion of Phase 2. Total project investment is \$33 Million. A proposed site plan for the Project is attached as **Exhibit B**.

**Purchase Price:** The purchase price for the publicly owned land will be calculated on a square foot basis of \$1.25 per square foot. The final purchase price may vary, based upon final land survey, however the estimated purchase price attributable to DLBA Property is calculated as follows: *101,936 sf x \$1.25 = \$127,420*.

**DLBA Internal Expenses:**

In addition to any expenses payable by Developer to quiet title actions and demolition liens, DLBA is entitled to payment of its internal expenses for parcel maintenance, inventory management, and legal and other professional services calculated as the greater of (i) the minimum amount of DLBA's internal expenses and (ii) 10% of the gross purchase price attributable to the DLBA parcels. In this case, DLBA and DBRA agree that the amount payable at closing shall be an amount equal to 10% of the gross purchase price attributable to the DLBA parcels, which is approximately \$12,742.

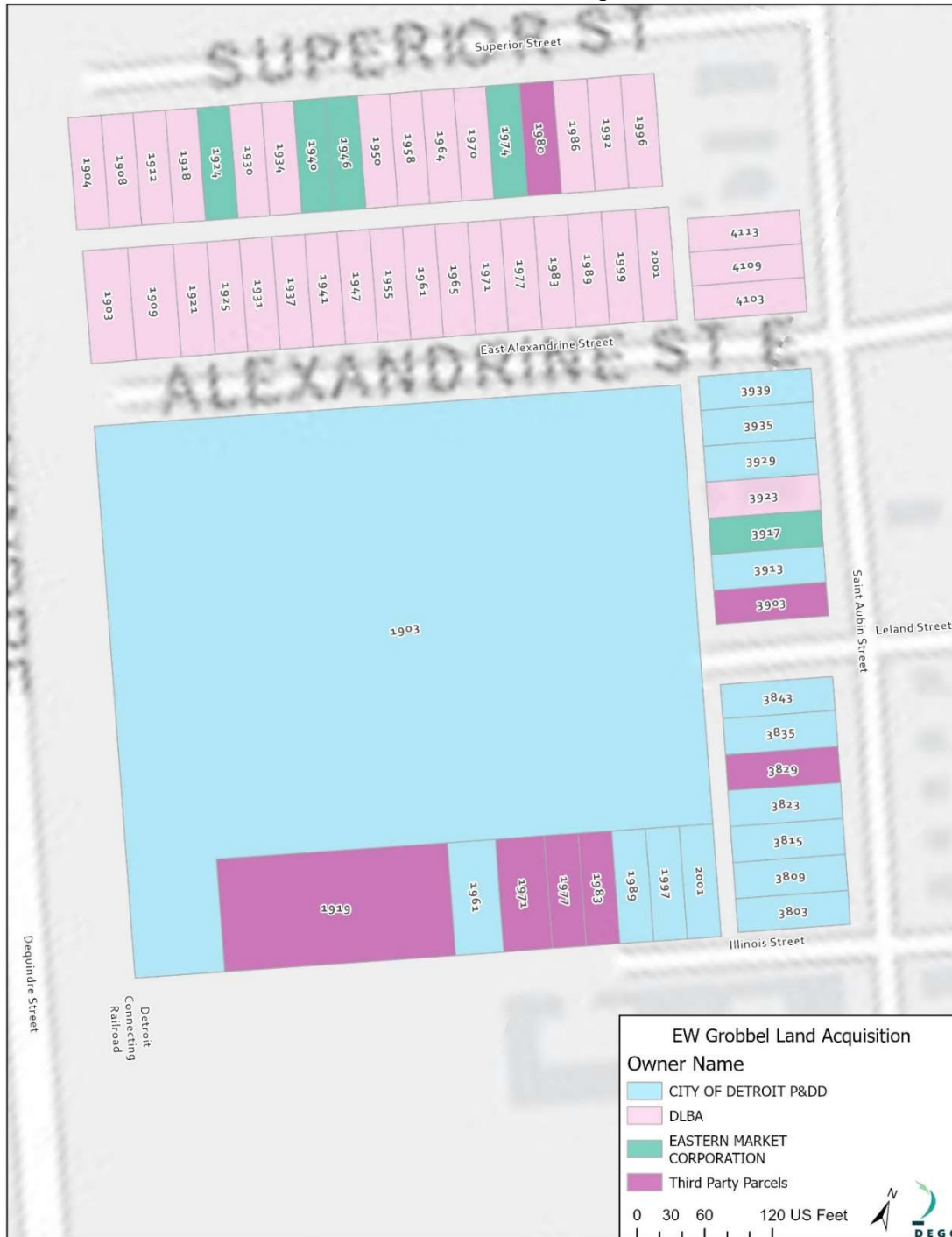
**Estimated 5/50 Capture:** DEGC staff has run the 5/50 capture for the DLBA land included in this land sale. The 5/50 Capture was based off the land sale price and the anticipation of PA 198 IFE IDD, Industrial Facilities Exemption Abatement. The 5/50 Capture is \$6,767.00 for the five years and will be payable by Developer to DLBA.



**DBRA**  
BROWNFIELD REDEVELOPMENT AUTHORITY

500 Griswold, Suite 2200  
Detroit, MI 48226

**Exhibit A**  
**Parcel Map**





Parcel List

<b>Detroit Land Bank Parcels</b>		
<b>Address</b>	<b>Parcel Number</b>	<b>Legal Description</b>
1903 E ALEXANDRINE	9002051	N ALEXANDRINE 104 SUB OF PT WITHERELL FARM L1 P23 PLATS, W C R 9/58 40 X 100
1909 E ALEXANDRINE	9002052	N ALEXANDRINE 103 SUB OF PT WITHERELL FARM L1 P23 PLATS, W C R 9/58 40 X 100
1921 E ALEXANDRINE	9002053	N ALEXANDRINE 32 JEROME & DALYS SUB L12 P63 PLATS, W C R 9/64 30.32 X 100
1925 E ALEXANDRINE	9002054	N ALEXANDRINE 31 JEROME & DALYS SUB L12 P63 PLATS, W C R 9/64 29 X 100
1941 E ALEXANDRINE	9002057	N ALEXANDRINE 28 JEROME & DALYS SUB L12 P63 PLATS, W C R 9/64 29 X 100
1947 E ALEXANDRINE	9002058	N ALEXANDRINE 27 JEROME & DALYS SUB L12 P63 PLATS, W C R 9/64 29 X 100
1955 E ALEXANDRINE	9002059	N ALEXANDRINE 26 JEROME & DALYS SUB L12 P63 PLATS, W C R 9/64 29 X 100
1961 E ALEXANDRINE	9002060	N ALEXANDRINE 25 JEROME & DALYS SUB L12 P63 PLATS, W C R 9/64 29 X 100
1965 E ALEXANDRINE	9002061	N ALEXANDRINE 24 JEROME & DALYS SUB L12 P63 PLATS, W C R 9/64 29 X 100
1971 E ALEXANDRINE	9002062	N ALEXANDRINE 23 JEROME & DALYS SUB L12 P63 PLATS, W C R 9/64 29 X 100
1977 E ALEXANDRINE	9002063	N ALEXANDRINE 35 PERRIENS SUB L3 P81 PLATS, W C R 9/61 30 X 100
1983 E ALEXANDRINE	9002064	N ALEXANDRINE 36 PERRIENS SUB L3 P81 PLATS, W C R 9/61 30 X 100
1989 E ALEXANDRINE	9002065	N ALEXANDRINE 37 PERRIENS SUB L3 P81 PLATS, W C R 9/61 30 X 100
1999 E ALEXANDRINE	9002066	N ALEXANDRINE 38 PERRIENS SUB L3 P81 PLATS, WCR 9/61 30 X 100



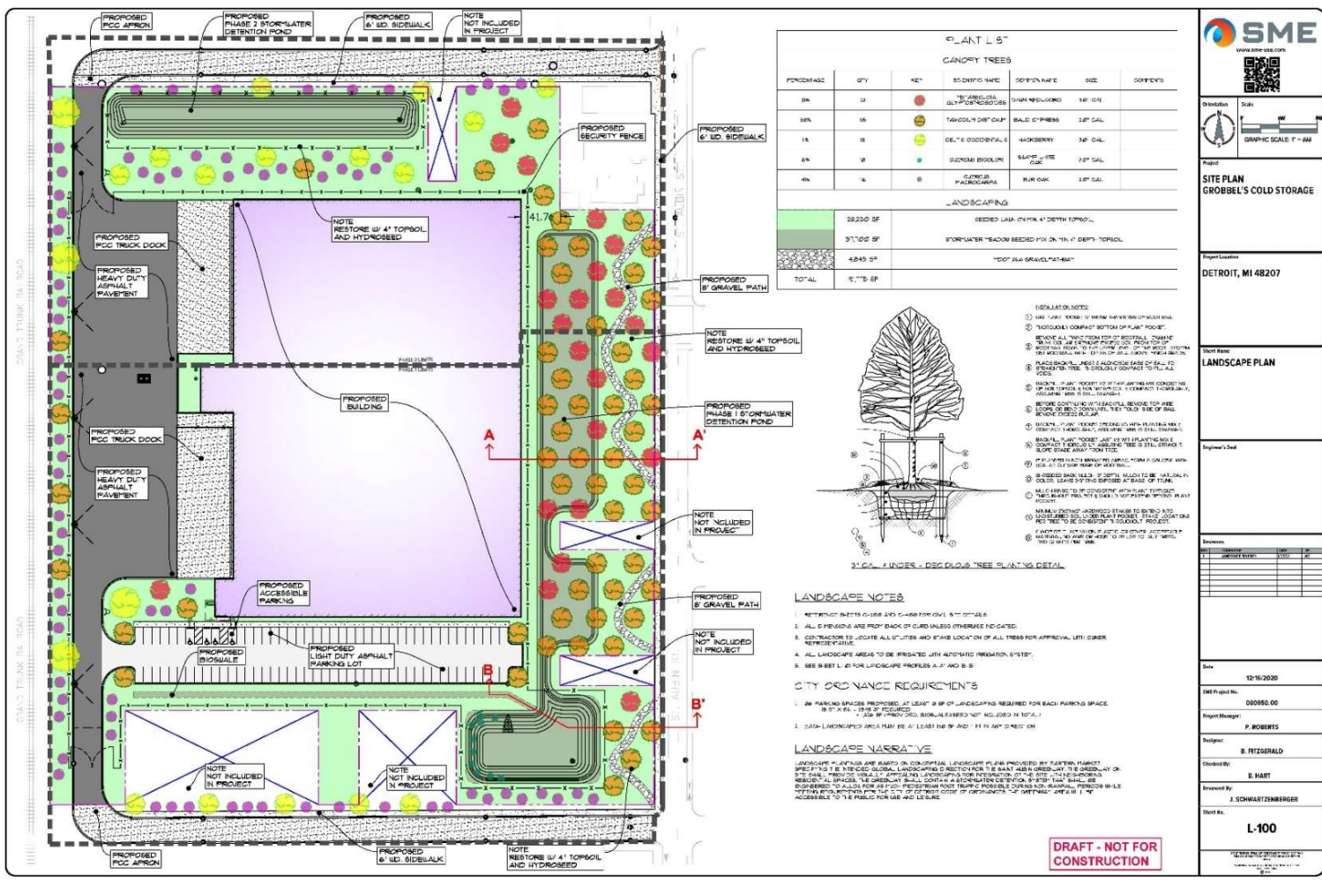
1996 SUPERIOR	9002092	S SUPERIOR 5 SUB OF O L 42 ST AUBIN FARM L1 P299 PLATS, W C R 9/65 30 X 100
1992 SUPERIOR	9002093	S SUPERIOR 6 SUB OF O L 42 ST AUBIN FARM L1 P299 PLATS, W C R 9/65 30 X 100
DLBA Parcels Continued		
1986 SUPERIOR	9002094	S SUPERIOR 7 SUB OF O L 42 ST AUBIN FARM L1 P299 PLATS, W C R 9/65 30 X 100
1970 SUPERIOR	9002097	S SUPERIOR 22 JEROME & DALYS SUB L12 P63 PLATS, W C R 9/64 28.50 X 100
1964 SUPERIOR	9002098	S SUPERIOR 21 JEROME & DALYS SUB L12 P63 PLATS, W C R 9/64 28.50 X 100
1958 SUPERIOR	9002099	S SUPERIOR 20 JEROME & DALYS SUB L12 P63 PLATS, W C R 9/64 28.50 X 100
1950 SUPERIOR	9002100	S SUPERIOR 19 JEROME & DALYS SUB L12 P63 PLATS, W C R 9/64 28.50 X 100
1934 SUPERIOR	9002103	S SUPERIOR 16 JEROME & DALYS SUB L12 P63 PLATS, W C R 9/64 28.50 X 100
1930 SUPERIOR	9002104	S SUPERIOR 15 JEROME & DALYS SUB L12 P63 PLATS, W C R 9/64 28.50 X 100
1918 SUPERIOR	9002106	S SUPERIOR 13 JEROME & DALYS SUB L12 P63 PLATS, W C R 9/64 28.50 X 100
1912 SUPERIOR	9002107	S SUPERIOR 12 JEROME & DALYS SUB L12 P63 PLATS, W C R 9/64 28.50 X 100
1908 SUPERIOR	9002108	S SUPERIOR 11 JEROME & DALYS SUB L12 P63 PLATS, W C R 9/64 28.50 X 100
1904 SUPERIOR	9002109	S SUPERIOR 10 JEROME & DALYS SUB L12 P63 PLATS, W C R 9/64 29.32 X 100
4113 ST AUBIN	9004954	W ST AUBIN 42 PERRIENS SUB L3 P81 PLATS, W C R 9/61 30 X 100
4109 ST AUBIN	9004955	W ST AUBIN 41 PERRIENS SUB L3 P81 PLATS, W C R 9/61 30 X 100
4103 ST AUBIN	9004956	W ST AUBIN 40 PERRIENS SUB L3 P81 PLATS, W C R 9/61 30 X 100





3923 ST AUBIN	9004960	W ST AUBIN 26 PERRIENS SUB L3 P81 PLATS, W C R 9/61 32 X 100
2001 E ALEXANDRINE	09002067-91	N ALEXANDRINE 39 PERRIENS SUB L3 P81 PLATS, W C R 9/61 30 X 100
1931 E ALEXANDRINE	9002055	N ALEXANDRINE 30 JEROME & DALYS SUB L12 P63 PLATS, W C R 9/64 29 X 100
1937 E ALEXANDRINE	9002056	N ALEXANDRINE 29 JEROME & DALYS SUB L12 P63 PLATS, W C R 9/64 29 X 100

# Exhibit B Proposed Site Plan



**01-11-2023**

RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO  
CONVEY PROPERTY TO THE CITY OF DETROIT AS PART OF  
ROUTINE INVENTORY MANAGEMENT

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO CONVEY PROPERTY TO THE CITY OF DETROIT AS PART OF ROUTINE INVENTORY MANAGEMENT**

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, as part of their routine inventory management processes, the City Revitalization Offices and DLBA staff coordinate the transfer of City-held residential property to the DLBA, the transfer of certain DLBA-held commercial property to the City of Detroit, and such other transfers as are necessary or appropriate to mutually support upcoming projects requiring land assembly; and

WHEREAS, the City Revitalization Offices have requested that the DLBA (a) convey to the City the 21 parcels of real property identified on Exhibit 1 attached hereto (the "DLBA Parcels"), and (b) receive from the City the 16 parcels of real property identified on Exhibit 1 attached hereto (the "City Parcels"); and

WHEREAS, the DLBA staff believes that conveyance of the DLBA Parcels to, and receipt of the City Parcels from, the City is necessary and appropriate, and recommend that the Board of Directors authorize the Chief Executive Officer to effect the transfers.

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 DLBA Parcels to, and receive the City Parcels from, the City of Detroit; 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 of the DLBA Parcels, the Detroit City Council authorizes the DLBA to transfer the DLBA Parcels 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 Pernel-Shelton

Carol Walters

**RESOLUTION NO. 01-11-2023**

The Chairperson thereupon declared the resolution duly passed and adopted this 24<sup>th</sup> day of January 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS

ERICA WARD GERSON, CHAIRPERSON

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

**Exhibit A**

**Transfers from the DLBA to the City:**

1. 17123 Mitchell
2. 17288 Moran
3. 17282 Moran
4. 17270 Moran
5. 17138 Moran
6. 17138 Gallagher
7. 6914 Rutland
8. 15495 Iliad
9. 15511 Iliad
10. 15517 Iliad
11. 15525 Iliad
12. 15701 Iliad
13. 15705 Iliad
14. 8345 CARLIN
15. 11764 Steel
16. 11748 Steel
17. 11751 Appoline
18. 11775 Appoline
19. 9115 Rosa Parks Blvd
20. 8830 Petoskey
21. 19590 Tireman

**Transfers from the City to the DLBA:**

1. 2930 Stanley
2. 9165 Norcross
3. 13857 Seymour
4. 9917 Somerset
5. 15562 Wabash
6. 4200 Chene
7. 13952 Ward
8. 6720 Miller
9. 19568 Fairport
10. 11423 Hartwell
11. 12139 Wade
12. 6100 Maxwell
13. 17951 Mitchell
14. 17214 Ryan
15. 3412 Mt Elliott
16. 5550 Lenox

**01-12-2023**

RESOLUTION APPROVING EXECUTIVE DIRECTOR TO CONVEY  
PROPERTY TO DOTUN AKINWALE

### Corrective Transfer Request – 14360 Stansbury

Address	Property Class	Neighborhood	Zoned As	Parcel Square Footage
14360 Stansbury	Residential-Structure	Grand River I-96	R1	3,626.0102

Planning & Analysis staff are seeking board approval to issue a corrective quit claim deed to Dotun Akinwale for the home at 14360 Stansbury. In 1999, the State of Michigan foreclosed on the property, and subsequently transferred the property to the City of Detroit Planning & Development Department on 1/25/2000. While owned by the City, the Wayne County Treasurer improperly foreclosed on the property in 2003, and ultimately sold the property to the Akinwale family in 2003. Unaware of the 2003 tax foreclosure, the City of Detroit then transferred the property to the Detroit Land Bank Authority in 2015. The Akinwale family has been paying their taxes and mortgage since 2003. To address the clouded title and unite these two chains of title, staff are seeking board approval to transfer the land bank's interest in the property to the family for \$1.





**RESOLUTION NO. 01-12-2023**

**RESOLUTION APPROVING EXECUTIVE DIRECTOR TO CONVEY PROPERTY TO DOTUN AKINWALE**

WHEREAS, the Detroit Land Bank Authority ("DLBA") was made aware that the property commonly known as 14360 Stansbury (the "Property") was transferred from the State of Michigan to the City of Detroit (the "City") in 2000; and

WHEREAS, the Wayne County Treasurer improperly foreclosed on the Property while it was owned by the City and then sold the Property to Dotun Akinwale (the "Purchaser") in 2003; and

WHEREAS, in the ordinary course, the City transferred the Property to the DLBA in 2015; and

WHEREAS, the Purchaser believing he had clear title to the Property has been paying property taxes on it since 2003 and has obtained a mortgage loan secured by the Property; and

WHEREAS, the DLBA staff believe that conveying the Property to the Purchaser is necessary and appropriate, and recommends that the Board of Directors authorize the Chief Executive Officer to convey the Property to the 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 convey the Property to Dotun Akinwale.

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 Chairperson thereupon declared the resolution duly passed and adopted this 24<sup>th</sup> day of January 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS

ERICA WARD GERSON, CHAIRPERSON

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