



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

**DPS HEADQUARTERS, 1301 THIRD AVE.  
WOODWARD CONFERENCE ROOM AND VIA ZOOM  
Tuesday, March 28, 2023  
10:00 a.m.**

CALL TO ORDER

- I. ROLL CALL
- II. APPROVAL OF MINUTES
  - **January 24, 2023**
  - **February 10, 2023 (Special Meeting)**
- III. PUBLIC COMMENT
- IV. CEO REPORT – TAMMY DANIELS
- V. NEW BUSINESS
  - a. **Resolutions**
    - i. **03-01-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH ALL BUSINESS MANAGEMENT SOLUTIONS INC
    - ii. **03-02-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH BAOLVILLA INC.
    - iii. **03-03-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO OPTION TO PURCHASE & DEVELOP AND AGREEMENT TO MAINTAIN PROPERTY WITH BIRTH DETROIT, INC.
    - iv. **03-04-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH BUY THE BLOCK
    - v. **03-05-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO TWO PURCHASE & DEVELOPMENT AGREEMENTS WITH JEFFERY CRUSE
    - vi. **03-06-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH KRIS LAURA DEVELOPMENTS, CORP.
    - vii. **03-07-2023** RESOLUTION APPROVING EXECUTIVE DIRECTOR TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH LOOKING AT THE WHOLE PICTURE FOUNDATION
    - viii. **03-08-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH THE NINJA & THE SAXOPHONE TRUST
    - ix. **03-09-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH NW TERRITORIES LLC
    - x. **03-10-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO OPTION TO PURCHASE & DEVELOP AND AGREEMENT TO MAINTAIN PROPERTY WITH RESCUE MI NATURE NOW, INC.
    - xi. **03-11-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH SPB GLOBAL LLC

- xii. **03-12-2023** RESOLUTION APPROVING CORRECTIVE TRANSFER OF 86 W GREENDALE
- xiii. **03-13-2023** RESOLUTION APPROVING CORRECTIVE TRANSFER OF 5923 VERMONT
- xiv. **03-14-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO CONVEY PROPERTIES TO THE CITY OF DETROIT FOR SIX PLANNED PROJECTS
- xv. **03-15-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO EXCHANGE PROPERTY WITH BRIDGET CRAWFORD

VI. CLOSED SESSION

VII. ADJOURNMENT

DLBA Board of Director's Meeting – 3.28.2023

Property listings:

**03-01-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH ALL BUSINESS MANAGEMENT SOLUTIONS INC

- a. 10000 Coyle
- b. 14660 Whitcomb (bundle)

**03-02-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH BAOLVILLA INC.

- a. 8629 Maxwell

**03-03-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO OPTION TO PURCHASE & DEVELOP AND AGREEMENT TO MAINTAIN PROPERTY WITH BIRTH DETROIT, INC.

- a. 8545 Heritage PI
- b. 8601 Heritage PI
- c. 8621 Heritage PI

**03-04-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH BUY THE BLOCK

- a. 4089 Tuxedo (VL)
- b. 4067 Tuxedo
- c. 4071 Tuxedo
- d. 4075 Tuxedo
- e. 4083 Tuxedo

**03-05-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO TWO PURCHASE & DEVELOPMENT AGREEMENTS WITH JEFFERY CRUSE

- a. 12725 Plymouth
- b. 12745 Plymouth
- c. 11641 Littlefield
- d. 11637 Littlefield
- e. 11625 Littlefield

**03-06-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH KRIS LAURA DEVELOPMENTS, CORP.

- a. 11780 Evanston
- b. 11795 Evanston
- c. 11730 Evanston
- d. 11719 Evanston
- e. 11711 Evanston
- f. 11809 Evanston
- g. 11723 Evanston

**03-07-2023** RESOLUTION APPROVING EXECUTIVE DIRECTOR TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH LOOKING AT THE WHOLE PICTURE FOUNDATION

- a. 6005 Domine
- b. 5999 Domine
- c. 5991 Domine

**03-08-2023** RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO

**PURCHASE & DEVELOPMENT AGREEMENT WITH THE NINJA & THE SAXOPHONE TRUST**

- a. 4364 Philip
- b. 4350 Philip
- c. 4340 Philip
- d. 4334 Philip
- e. 4326 Philip
- f. 4320 Philip

**03-09-2023 RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH NW TERRITORIES LLC**

- a. 6166 Avery
- b. 6211 Avery
- c. 6217 Avery
- d. 6151 Hecla
- e. 6247 Hecla

**03-10-2023 RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO OPTION TO PURCHASE & DEVELOP AND AGREEMENT TO MAINTAIN PROPERTY WITH RESCUE MI NATURE NOW, INC.**

- a. 20495 Exeter
- b. 20477 Exeter
- c. 20487 Exeter
- d. 20451 Exeter
- e. 20438 Danbury
- f. 20444 Danbury
- g. 20476 Danbury
- h. 20496 Danbury
- i. 20405 Derby
- j. 19921 Coventry
- k. 20108 Derby
- l. 20260 Derby
- m. 20470 Exeter
- n. 20503 Exeter
- o. 20467 Exeter
- p. 20441 Exeter
- q. 20450 Danbury
- r. 20464 Danbury
- s. 20469 Danbury
- t. 20023 Danbury
- u. 20424 Danbury
- v. 20430 Danbury
- w. 20500 Danbury
- x. 20482 Danbury
- y. 20470 Danbury
- z. 20100 Exeter
- aa. 19981 Coventry
- bb. 20431 Danbury
- cc. 20439 Danbury
- dd. 20447 Danbury
- ee. 20451 Danbury
- ff. 20461 Danbury
- gg. 20473 Derby
- hh. 20461 Exeter
- ii. 20110 Exeter
- jj. 20491 Exeter
- kk. 20410 Danbury

- II. 20418 Danbury
- 20458 Danbury
- 20490 Danbury
- 19941 Coventry
- 20426 Danbury

**03-11-2023 RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH SPB GLOBAL LLC**

- a. 9308 Woodlawn
- b. 9302 Woodlawn

**03-12-2023 RESOLUTION APPROVING CORRECTIVE TRANSFER OF 86 W GREENDALE**

- a. 86 W. Greendale

**03-13-2023 RESOLUTION APPROVING CORRECTIVE TRANSFER OF 5923 VERMONT**

- a. 5923 Vermont

**03-14-2023 RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO CONVEY PROPERTIES TO THE CITY OF DETROIT FOR SIX PLANNED PROJECTS**

- a. 9744 N Martindale
- b. 9740 N Martindale
- c. 12658 Greenlawn
- d. 12676 Greenlawn
- e. 12648 Greenlawn
- f. 12670 Greenlawn
- g. 12642 Greenlawn
- h. 12664 Greenlawn
- i. 16633 Turner
- j. 5800 Braden
- k. 6900 Wagner
- l. 5959 Martin
- m. 5981 Braden
- n. 5801 Martin
- o. 6006 Braden
- p. 6018 Braden
- q. 18400 Weaver
- r. 2921 Garland

**03-15-2023 RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO EXCHANGE PROPERTY WITH BRIDGET CRAWFORD**

- a. 12810 Chapel



## 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, January 24, 2023**

**10:00 AM**

**MINUTES**

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

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

**CALL TO ORDER**

Board Chair Ward Gerson called the **January 24, 2023**, meeting to order at **10:10 a.m.** and reviewed the process and logistics for a Zoom meeting.

**ROLL CALL**

Board Chair Ward Gerson called the roll. Four of five members were in attendance, and a quorum was met. Member Hosey arrived at 10:17 a.m.

**REVIEW AND APPROVAL OF MINUTES**

Board Chair Ward Gerson called for a motion to approve the minutes for the November 15, 2022, Board of Directors meeting. **Motion by Member Walters** for approval of the minutes. **Supported by Member Morrow-Bartell. MOTION UNANIMOUSLY APPROVED.**

**PUBLIC COMMENT**

Board Chair Ward Gerson opened the floor to public comment.

**Eric** – Stated that it is difficult to understand what the Chair is saying and wanted to inform the group. Board Chair Ward Gerson adjusted her microphone and thanked Eric for letting the group know.

**CEO UPDATE**

**Return to Office**

Tammy Daniels, CEO, reported that the Detroit Land Bank will be returning to a five day in office work week, effective February 6, 2023. Tammy stated that she engaged the staff in a series of meetings to address any issues or concerns they may have.

**HR Update**

Tammy reported that the Employee Handbook is in the process of being updated, that we have been working with outside counsel on this project and will roll it out in the next 2 weeks.

### **Executive Summary Update**

Tammy reported that an executive summary enclosed in the Board packet summarizes the DLBA's efforts in regard to the employee satisfaction survey. Michele Shelton, HR Director, also commented that we are continuing our efforts to implement solutions that are meaningful to employees such as training and improved communications and are planning to implement more over the next few months.

### **Land Review Areas**

Tammy reported that the annual update to the Land Review Areas map is provided in the Board packet. Tammy explained that the map seeks to identify holds on land due to a project or are in a project coordination area. Tammy informed members of the following specific areas that have been removed from the map that would allow us to sell more properties in those areas:

- Arts Alley's in Rosa Parks, Arts Alleys in Southwest, Gilchrist Thatcher-Gratiot 7-mile opportunity site, East River Front, Henry Ford Hospital, West Grand Blvd. and Rosa Parks

Tammy also informed members of the following areas that have been added to the map:

- Land in support of the Joe Louis Greenway and the DWD Expansion of their 2022 request as well as land for the Straight Gate Church planning study.

Tammy stated that the map will be placed on the website via a link under vacant land programs, as well as a blast on the front page of the website to ensure that visitors are informed.

### **Video Success Stories**

Tammy reported that as promised she would like to share a video of 2022 Land Bank success stories with the group. Board Chair Ward Gerson requested that the video be placed on the website.

## **NEW BUSINESS**

### **a. Election of Officers**

Board Chair Ward Gerson stated that we would continue with the current slate of officers as follows:

Erica Ward Gerson	Chair
Richard Hosey	Vice-Chair
Carol Walters	Treasurer
Patricia Pernell-Shelton	Secretary

**Motion by Member Morrow-Bartell to approve slate of Officers. Supported by Member Walters. MOTION APPROVED.**

### **b. Resolutions**

**1-01-2023 RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO ENTER INTO A SERVICES AGREEMENT WITH FIRST AMERICAN TITLE COMPANY.** Gabriel Guerrero, Chief Counsel, provided background on the resolution. **Motion by Member Walters to approve resolution. Supported by Member Morrow-Bartell. Member Hosey recused himself. MOTION APPROVED.**



**1-02-2023 RESOLUTION APPROVING THE APPLICATION BY THE DETROIT LAND BANK AUTHORITY FOR A BLIGHT ELIMINATION GRANT THROUGH THE MICHIGAN STATE LAND BANK AUTHORITY.** Gabriel Guerrero, Chief Counsel, provided background on the resolution. **Motion by Member Hosey to approve resolution. Supported by Member Walters. MOTION UNANIMOUSLY APPROVED.**

**1-03-2023 RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO ENTER INTO AN AMENDMENT TO AN EXISTING AGREEMENT WITH DATA TRACE INFORMATION SERVICES, LLC.** Gabriel Guerrero, Chief Counsel, provided background on the resolution. **Motion by Member Walters to approve resolution. Supported by Member Hosey. MOTION UNANIMOUSLY APPROVED.**

**1-04-2023 RESOLUTION AUTHORIZING THE SECOND AMENDMENT OF THE DETROIT LAND BANK AUTHORITY'S CONTRACTING AND PROCUREMENT POLICY** Reginald Scott, CFO/COO provided background on the resolution. **Motion by Member Hosey to approve resolution. Supported by Member Morrow-Bartell. MOTION UNANIMOUSLY APPROVED.**

**1-05-2023 RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH THE JAYSKY PROJECT, LLC.** Resolution removed from the agenda due to Buyer rescinding offer to purchase.

**1-06-2023 RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH SEEDFOLX FARM, LLC.** 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.**

**1-07-2023 RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH SISTERS ON A ROLL MOBILE CAFE & CATERING LLC.** 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.**

**1-08-2023 RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH CLUTCH CONSULTING LLC.** Karla Marshall Manager, Real Estate Team, and Doug Parker, General Counsel, provided background on the resolution. Board Chair Ward Gerson requested that the resolution be amended to make entering into the agreement contingent on the purchaser obtaining proposed financing. **Motion by Member Hosey to approve resolution as amended. Supported by Member Walters. MOTION UNANIMOUSLY APPROVED.**

**1-09-2023 RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH JOY CRANSHAW AND KYLIE BELACHAIKOVSKY.** 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.**

**1-10-2023 RESOLUTION APPROVING PROPOSAL TO SELL PROPERTY TO CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY FOR RESALE TO E.W. GROBBEL'S SONS, INC.** Doug Parker, General Counsel, provided background on the resolution. **Motion by Member Hosey to approve resolution. Supported by Member Morrow-Bartell. MOTION UNANIMOUSLY APPROVED.**

**1-11-2023 RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO CONVEY PROPERTY TO THE CITY OF DETROIT AS PART OF ROUTINE INVENTORY MANAGEMENT.** 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.**

**1-12-2023 RESOLUTION APPROVING EXECUTIVE DIRECTOR TO CONVEY PROPERTY TO DOTUN AKINWALE.** Robbie Linn, Director, Planning and Analysis, provided background on the resolution. **Motion by Member Walters 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 Walters Supported by Member Hosey.** 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 10:45 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 11:16 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 **11:17 a.m.**

**DETROIT LAND BANK AUTHORITY**  

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**SPECIAL BOARD OF DIRECTORS MEETING**  
**IN PERSON & VIA ZOOM**  
**Friday, February 10, 2023**  
**9:30 AM**

**MINUTES**

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

**EXCUSED:** Patricia Pernell-Shelton  
Richard Hosey

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

**CALL TO ORDER**

Board Chair Ward Gerson called the **February 10, 2023**, meeting to order at **10:40 a.m.** and reviewed the process and logistics for a Zoom meeting.

**ROLL CALL**

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

**PUBLIC COMMENT**

Board Chair Ward Gerson opened the floor to public comment.

**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 in attendance to go into Closed Session. **MOTION UNANIMOUSLY APPROVED.**

**Board Chair Ward Gerson moved to Closed Session at 10:41 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 10:58 a.m.**

**NEW BUSINESS**

**a. Resolutions**

**2-01-2023 RESOLUTION APPROVING AGREEMENT** Doug Parker, General Counsel, provided background on the resolution. **Motion by Member Walters to approve resolution. Supported by Member Morrow-Bartell. MOTION UNANIMOUSLY APPROVED.**

**ADJOURNMENT**

There being no further business, Board Chair Ward Gerson called for a **Motion to adjourn. Motion by Member Walters to adjourn the meeting. Supported by Member Morrow-Bartell MOTION UNANIMOUSLY APPROVED.** The meeting was adjourned at **11:02 a.m.**

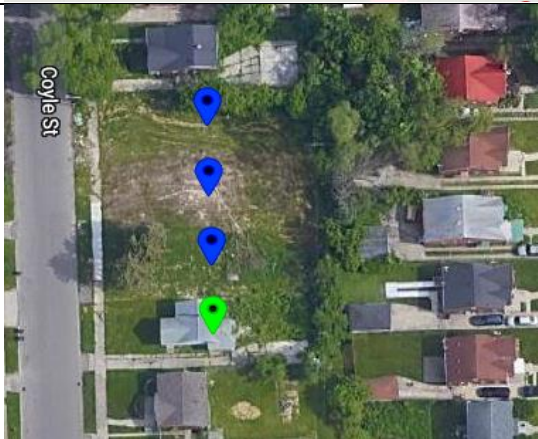
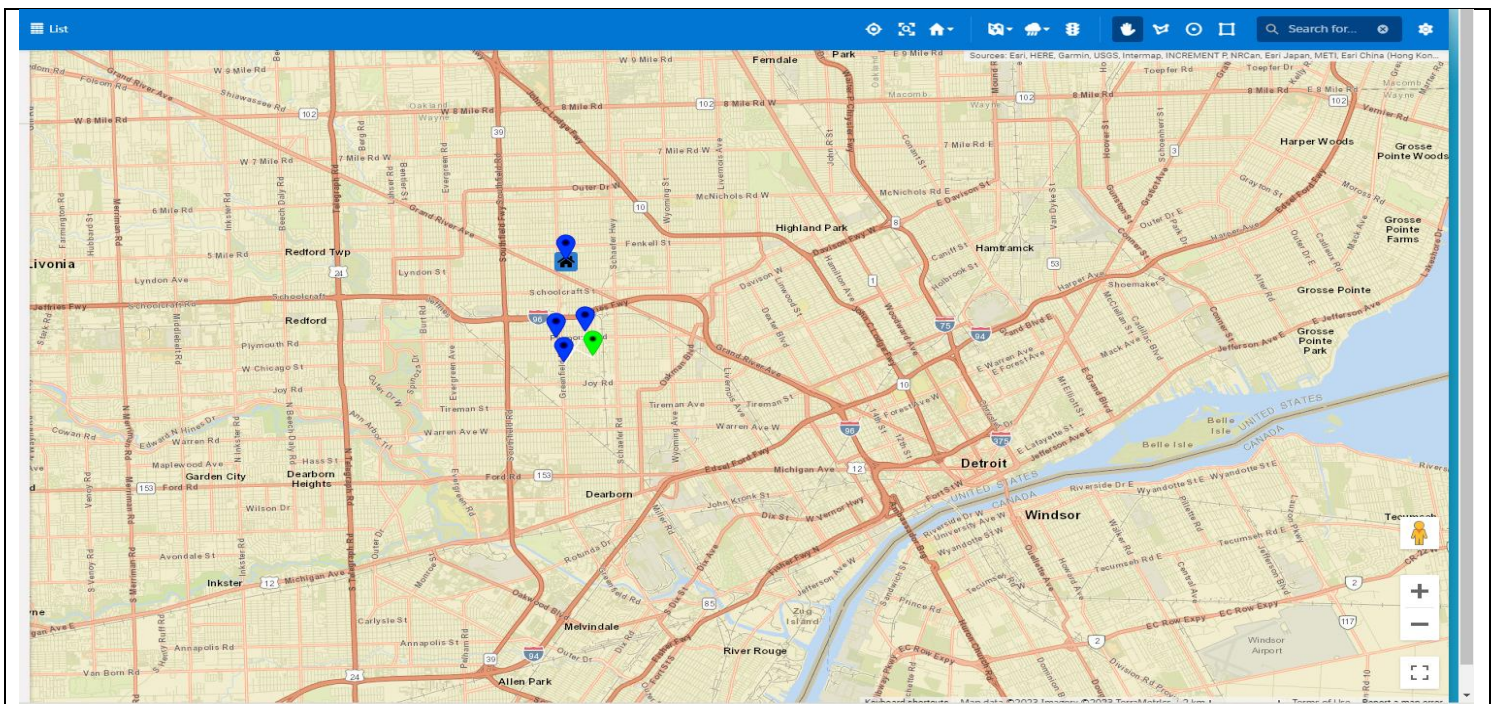
**03-01-2023**

RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO  
PURCHASE & DEVELOPMENT AGREEMENT WITH ALL BUSINESS  
MANAGEMENT SOLUTIONS INC

## Detroit Land Bank Authority – Projects Deal Summary Sheet

<b>Project Name:</b> Beautification		<b>Agreement Type:</b> PA	<b>CP/ED:</b> ED
<b>Principals:</b> ABM Solutions		<b>Resolution:</b> Yes	
<b>Properties included in sale:</b> 10000 Coyle, 14660 Whitcomb (bundle)			
<b>Adjacent Ownership:</b> 9980 Coyle			
<b>Price Per square foot:</b> \$.30 (10000 Coyle)/ \$.13 (Whitcomb)		<b>Total Sq Ft of DLBA property included in sale:</b> 4080	
<b>Sale Price:</b> \$1,224 (Coyle)/ \$1,148 (Whitcomb)	<b>Discount:</b>	<b>Final Price:</b> \$2,372.00	
<b>5/50 Amount:</b>			
<b>Zoning:</b> R1	<b>Region:</b> West	<b>City Council District:</b> 1/7	
<b>Neighborhood:</b> Westwood Park/Hubbell-Lyndon		<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



Properties owned by applicant



DLBA properties in application

Public Land ●  
Public Structure ●

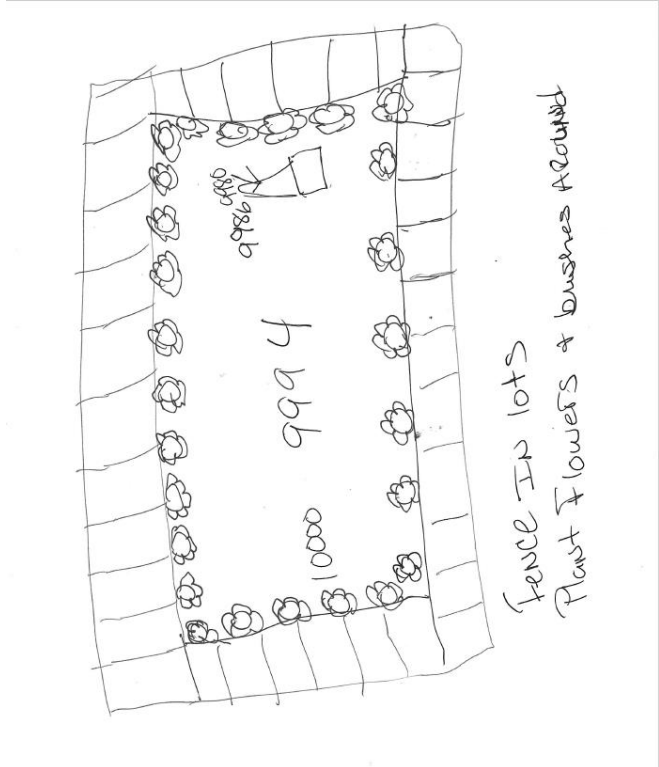
**Project Summary:** Applicant would like to purchase 14660 Whitcomb (house) and 10000 Coyle (vacant land) as a bundle. Applicant has submitted an application for side lot for 9986 Coyle and will also purchase 9994 Coyle as a side lot. ABM will rehab and sale 14660 Whitcomb. Applicant will also do lot beautification on the Coyle lots. The applicant has purchase other properties from the DLBA. Both 10020 and 9980 Coyle were purchased and rehabbed by ABM

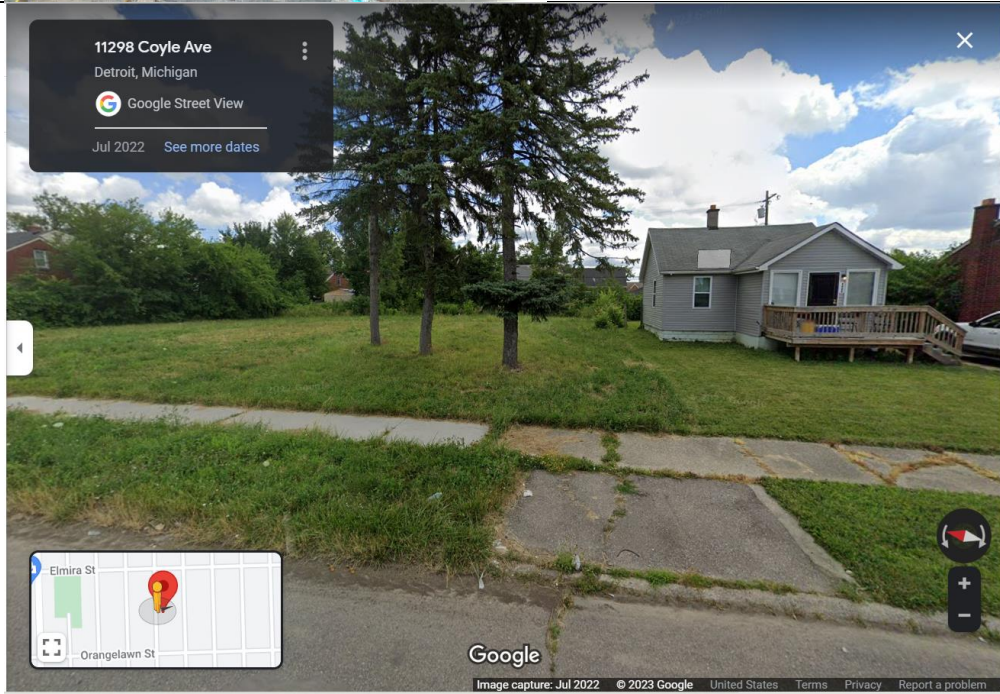
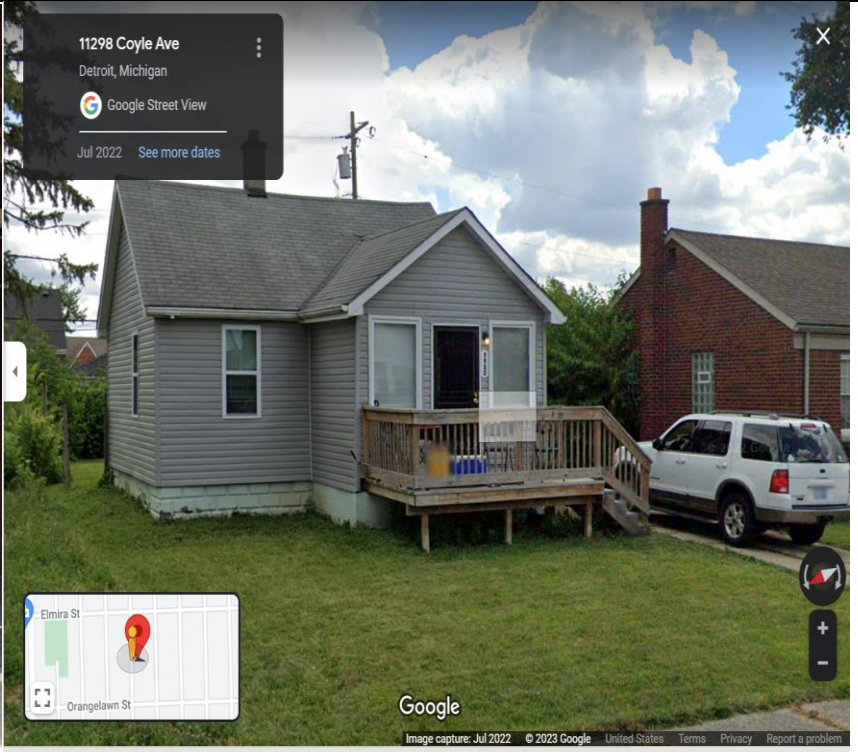
**Budget:** \$3,500

- \$2000- fence
- \$1000- plants/shrubbery
- \$500- lot purchase

**Proof of funds:** Checking statement: \$458,000

Plot plans:







**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH ALL BUSINESS MANAGEMENT SOLUTIONS 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, All Business Management Solutions Inc ("Purchaser") applied to purchase the property identified in Exhibit A to Exhibit 1 attached hereto (the "Property") to renovate the single family home and beautify the vacant lot (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 28th day of March 2023.

DETROIT LAND BANK AUTHORITY:

BY ITS BOARD OF DIRECTORS

ERICA WARD GERSON, CHAIRPERSON

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



2/28/2023

All Business Management Solutions Inc  
18269 Appoline  
Detroit, MI 48235

**RE: SALE OF PROPERTY**

Dear All Business Management Solutions Inc:

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 \$2,372.00 to All Business Management Solutions Inc ("**Purchaser**") pursuant to the terms and conditions of the Agreement and, if required, subject to approval by the DLBA Board of Directors.

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

If Purchaser accepts the offer to deal, Purchaser shall, prior to March 30, 2023, electronically sign the Agreement and deliver a money order, cashier's check, or certified check payable to "Detroit Land Bank Authority" in the amount of \$ 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 payments or other documents to DLBA's office, please follow all instructions on the DLBA's website – [buildingdetroit.org](http://buildingdetroit.org) – regarding current office and lobby capacity and scheduling.*

**This offer to deal expires on March 30, 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 All Business Management Solutions Inc, a Michigan corporation whose address is 18269 Appoline, Detroit, Michigan 48235 ("**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 \$2,372.00 (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 \$200.00 for each of the parcels identified on Exhibit A ("**Title Commitment Fees**") so that DLBA may order a Title Commitment (as defined below) for each Property.

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

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

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

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

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

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

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

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

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

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

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

(iv) Purchaser delivers a Dismissal Notice to DLBA.

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

5. **Closing.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **DLBA Tax Distribution.** Purchaser acknowledges that DLBA is entitled to the distribution of an amount equal to 50% of the property taxes collected on the property for the 5 tax years subsequent to transferring ownership of the Property. The tax distribution may be incompatible with tax abatements and lot combinations that are otherwise available to Purchaser and could prevent Purchaser from obtaining such abatements or lot combinations unless waived. DLBA will waive its right to the tax distribution for purchasers seeking such tax abatements or lot

combinations in exchange for a payment in addition to the Purchase Price. The waiver may be granted at Closing or any time thereafter upon payment by Purchaser.

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

8. **Limitation of Liability.** Purchaser understands and acknowledges that DLBA has acquired the Property through foreclosure or similar process, DLBA has never occupied the Property, and DLBA has little or no direct knowledge about the physical condition of the Property. Purchaser agrees that Purchaser is buying the Property "as is" (as more fully set forth in Section 7 of this Agreement).

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

**equitable principle, theory, or cause of action arising out of or related in any way to any claim relating to this Agreement or the transfer of the Property to Purchaser, including the condition of the title.**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

(b) When Purchaser considers all work on a Project to be complete, it will so notify DLBA. DLBA will thereafter make or cause to be made such inspection or, at DLBA's election, request that Purchaser provide any further documentation of completion of the Project. Upon DLBA's determination that the Project is complete, DLBA will record with the Wayne County, Michigan Register of Deeds a Release of Interest, substantially in the form attached to

this Agreement as Exhibit D (each a "**Release of Interest**"), which will be conclusive acknowledgment by DLBA of Purchaser's satisfaction of its obligations under this Section. If DLBA determines the Project is not complete, DLBA will so notify Purchaser in writing indicating in what respects Purchaser has failed to implement the Project or is otherwise in default, and what measures and acts Purchaser will take or perform to cure such nonconformity or default. Purchaser will thereafter promptly complete the Project.

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

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

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

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

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

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

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

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

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

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

(b) **Failure to Cure Default.** Any such Default by Purchaser as set forth in Section 12(a)(i)-(iii) and Purchaser's failure to cure such Default within 30 days after written demand by DLBA to correct said Default will be deemed to constitute an **Event of Default**. In the

event Purchaser is in good faith contesting any amount due under Section 12(a)(ii), the Purchaser may, in lieu of paying said amount, deposit said amount in an escrow account which will be disbursed upon the resolution of the dispute, or if the amount relates to a construction lien, the Purchaser may bond over the lien in the manner prescribed by law. Any Default pursuant to Sections 12(a)(iv)-(vii) are hereby deemed to be material, non-curable ***Event of Default*** without the necessity of any notice by DLBA to Purchaser thereof. DLBA may, in its sole discretion, waive in writing any Default or Event of Default by the Purchaser.

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

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

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

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

(ii) take immediate possession of the Property;

(iii) enter and secure the Property;

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

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

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

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

14. **Post-Closing Property Inspection.** Purchaser will permit agents of DLBA, its investigators, or law enforcement officials to inspect the Property, without notice, until a

Reconveyance Deed or Release of Interest has been recorded for each Property to verify compliance with Purchaser's obligations in Section 11.

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

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

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

Notice to Purchaser should be sent to the address above set forth, abmsolutionsteam@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

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 All Business Management Solutions Inc 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

**ALL BUSINESS MANAGEMENT SOLUTIONS  
INC**

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

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

Signature page 1 of 1 of the Purchase & Development Agreement between DLBA and  
All Business Management Solutions Inc for 10000 Coyle and 14660 Whitcomb

## APPENDIX 1

### I. For the Property commonly known as 14660 Whitcomb:

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.

### II. For the Property commonly known as 10000 Coyle:

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.



## APPENDIX 1

D. **Within 365 days after Closing**, Purchaser will deliver to DLBA a copy of the Certificate of Occupancy for the Application and documentation that the project has been implemented substantially in accordance with the plans attached to this Agreement as Exhibit E.

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 WHITCOMB LOT 141 AVON PARK SUB L30 P98 PLATS, W C R 22/77 67.01 IRREG

Parcel ID: 22047458.

Commonly known as 14660 Whitcomb, Detroit, MI

E COYLE Lot 77 ASCO SUB L52 P40 PLATS, W C R 22/564 40 X 102.18A

Parcel ID: 22044727.

Commonly known as 10000 Coyle, 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 All Business Management Solutions Inc, a Michigan corporation whose address is 18269 Appoline, Detroit, Michigan 48235 ("**Grantee**"), the following premises in the City of Detroit, Wayne County, Michigan:

Parcel 1: E WHITCOMB LOT 141 AVON PARK SUB L30 P98 PLATS, W C R 22/77 67.01 IRREG

Parcel ID: 22047458.

Commonly known as 14660 Whitcomb, Detroit, MI

Parcel 2: E COYLE Lot 77 ASCO SUB L52 P40 PLATS, W C R 22/564 40 X 102.18A

Parcel ID: 22044727.

Commonly known as 10000 Coyle, Detroit, MI

together with all and singular the tenements, hereditaments, fixtures, and appurtenances of that property, for the full consideration of Two Thousand Three Hundred Seventy Two Dollars and No Cents (\$2,372.00). 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: All Business Management Solutions Inc 18269 Appoline Detroit, MI 48235	Drafted by: Robert G Spence Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226
--	---

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT C**

Reconveyance Deed  
(see attached)

**QUIT CLAIM DEED**

All Business Management Solutions Inc, a Michigan corporation whose address is 18269 Appoline, Detroit, Michigan 48235 ("**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 WHITCOMB LOT 141 AVON PARK SUB L30 P98 PLATS, W C R 22/77 67.01 IRREG

Parcel ID: 22047458.

Commonly known as 14660 Whitcomb, 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).

**ALL BUSINESS MANAGEMENT SOLUTIONS INC**

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

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

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

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

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ of All Business Management Solutions Inc.

\_\_\_\_\_  
*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**

All Business Management Solutions Inc, a Michigan corporation whose address is 18269 Appoline, Detroit, Michigan 48235 ("**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 COYLE Lot 77 ASCO SUB L52 P40 PLATS, W C R 22/564 40 X 102.18A

Parcel ID: 22044727.

Commonly known as 10000 Coyle, 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).

**ALL BUSINESS MANAGEMENT SOLUTIONS INC**

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

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

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

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

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ of All Business Management Solutions Inc.

\_\_\_\_\_  
*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
---

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT D**

Release Of Interest

(see attached)



**RELEASE OF INTEREST IN REAL PROPERTY**

1. All Business Management Solutions Inc ("**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:

E WHITCOMB LOT 141 AVON PARK SUB L30 P98 PLATS, W C R 22/77 67.01 IRREG  
 Parcel ID: 22047458.

Commonly known as 14660 Whitcomb, 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: \_\_\_\_\_

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

\_\_\_\_\_  
**Jeanne Hanna**  
**Director, Real Estate, Sales and Marketing**

This document was acknowledged, subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by Jeanne Hanna, Director, Real Estate, Sales and Marketing, Detroit Land Bank Authority.

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

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

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

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

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

**RELEASE OF INTEREST IN REAL PROPERTY**

1. All Business Management Solutions Inc ("**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:

E COYLE Lot 77 ASCO SUB L52 P40 PLATS, W C R 22/564 40 X 102.18A

Parcel ID: 22044727.

Commonly known as 10000 Coyle, 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, 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*

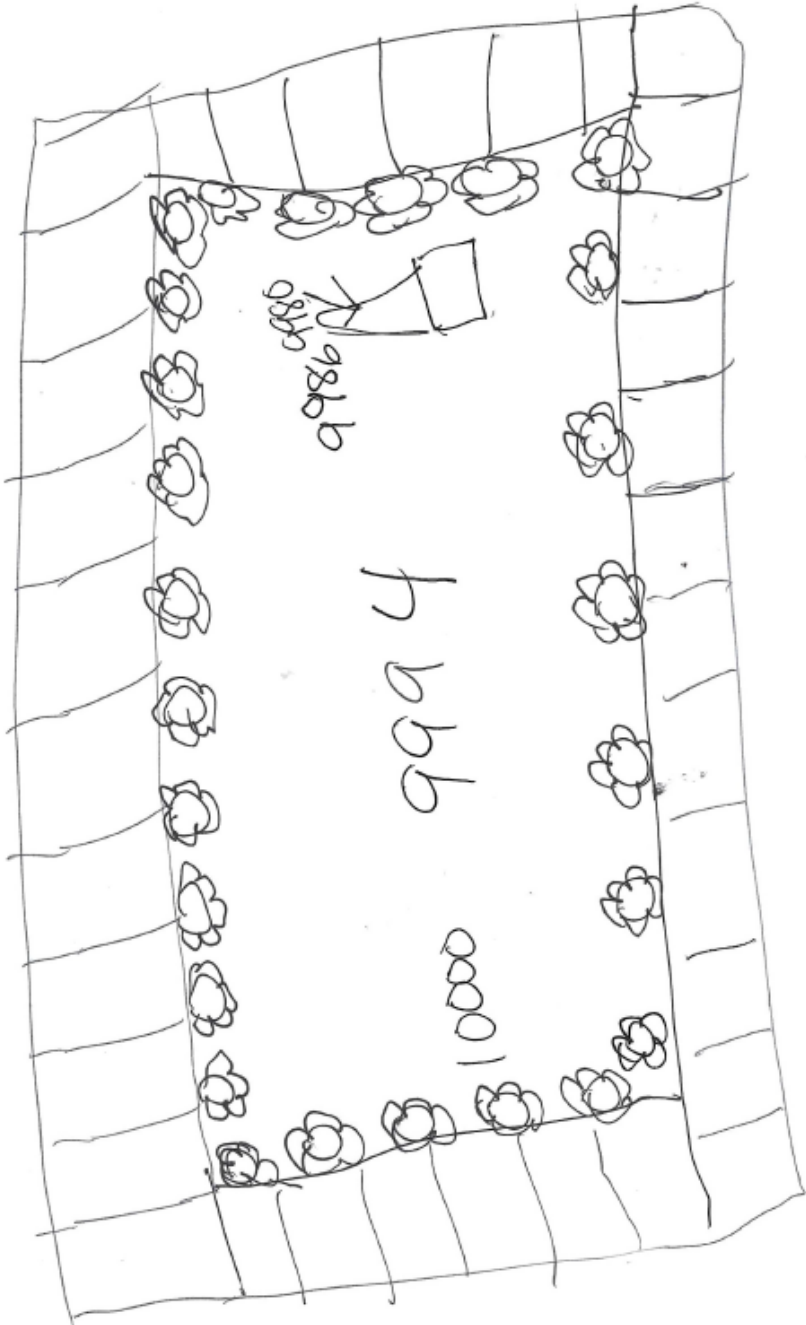
Notary Public, State of Michigan, County of: \_\_\_\_\_;       Acting in the County of: \_\_\_\_\_

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

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

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT E**

**SITE PLANS**



Fence in lots  
Plant Flowers & bushes Around

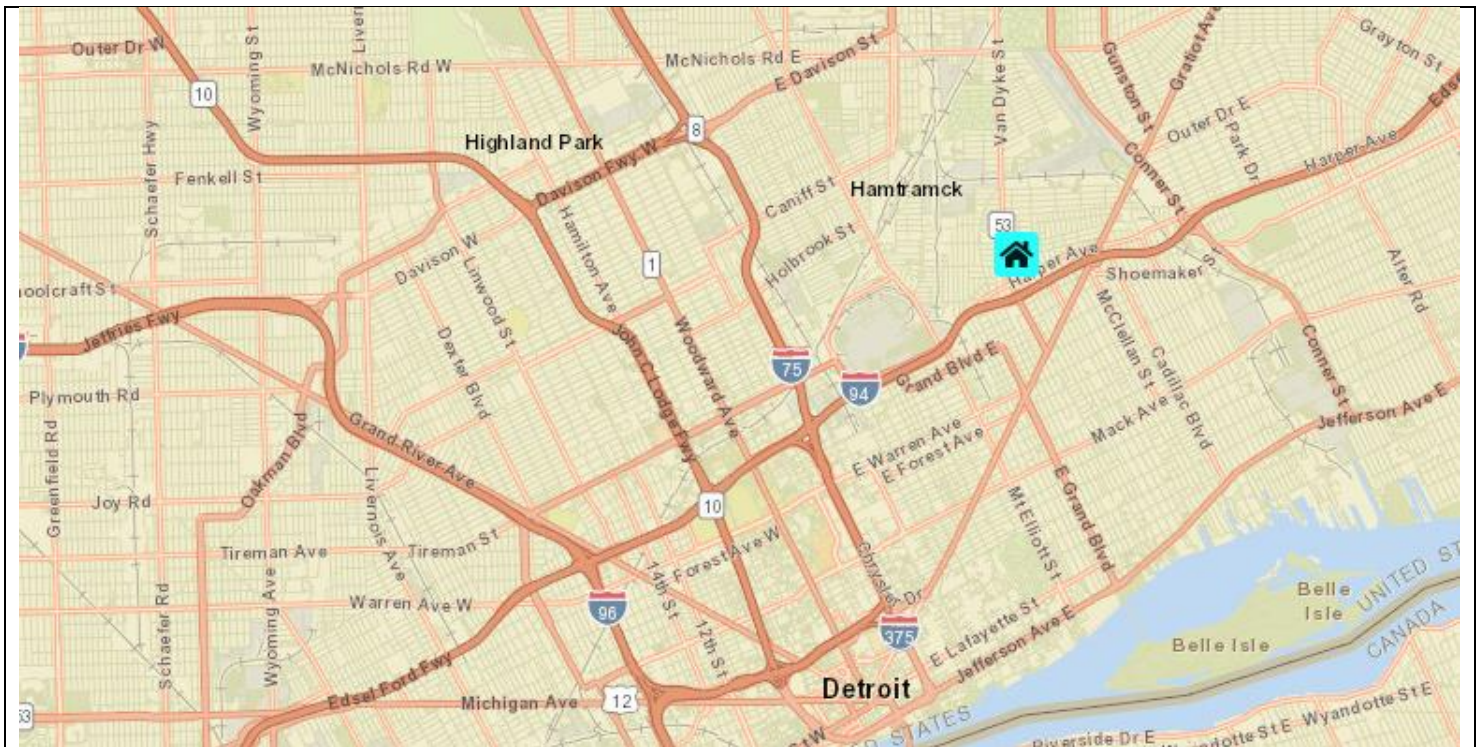
**03-02-2023**

RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO  
PURCHASE & DEVELOPMENT AGREEMENT WITH BAOLVILLA INC.

## Detroit Land Bank Authority – Projects Deal Summary Sheet

<b>Project Name:</b> Baol Villa Inc. Adjacent Structure		<b>Agreement Type:</b> PA	<b>CP/ED:</b> ED
<b>Principals:</b> Baol Villa Inc.		<b>Resolution:</b> Yes	
<b>Properties included in sale:</b> 8629 Maxwell			
<b>Adjacent Ownership:</b> 8126 Walden			
<b>Price Per square foot:</b> \$9.28		<b>Total Sq Ft of DLBA property included in sale:</b> 2,585	
<b>Sale Price:</b> \$24,000 - OIN Average	<b>Discount:</b> 20% adj	<b>Final Price:</b> \$19,200	
<b>5/50 Amount:</b>			
<b>Zoning:</b> R2	<b>Region:</b> East	<b>City Council District:</b> 3	
<b>Neighborhood:</b> Airport Sub		<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

Baol Villa Inc. owns 8126 Walden and would like to purchase the adjacent structure. 8629 Walden used to be part of 8126 Walden's backyard and was utilized as a guest house. The houses share the same yard and there are no partitions between them.

POF=\$87,000. Buyer also provided a W2 showing an income of \$96k

Total Cost=\$30,000

Estimated Completion=12-18 months.

Applicant walked the house with a contractor. Their priority would be to complete 8629 Maxwell first and move in.





**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH BAOLVILLA 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, Baolvilla Inc. ("Purchaser") applied to purchase the property identified in Exhibit A to Exhibit 1 attached hereto (the "Property") to renovate the single family home (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 28th day of March 2023.

DETROIT LAND BANK AUTHORITY:

BY ITS BOARD OF DIRECTORS

ERICA WARD GERSON, CHAIRPERSON

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





1/30/2023

Baolvilla Inc.  
8078 Studebaker  
Warren, MI 48089

**RE: SALE OF PROPERTY**

Dear Baolvilla Inc.:

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 \$15,000.00, less the Discount (as defined in Section 2(c)), to Baolvilla Inc. ("**Purchaser**") pursuant to the terms and conditions of the Agreement and, if required, subject to approval by the DLBA Board of Directors.

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

If Purchaser accepts the offer to deal, Purchaser shall, prior to March 02, 2023, electronically sign the Agreement and deliver a money order, cashier's check, or certified check payable to "Detroit Land Bank Authority" in the amount of \$1,200.00, to serve as a "Non-Refundable Earnest Money Deposit" as contemplated by Section 2 of the Agreement. This deposit will be net against the Purchase Price at Closing as defined in the Agreement. If the Agreement requires approval by the DLBA Board of Directors and is not approved within 90 days, this offer will expire and the Deposit will be returned to the Purchaser in full. Upon execution of the Agreement by DLBA, Purchaser shall effect closing according to Section 5 of the Agreement or the deposit shall be forfeited, and any proposed terms or agreements between the parties including, but not limited to, this letter and the Agreement shall be null and void.

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

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

**This offer to deal expires on March 02, 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 Baolvilla Inc., a Michigan corporation whose address is 8078 Studebaker, Warren, Michigan 48089 ("**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 \$15,000.00 (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)) and the Discount (as defined below).

(b) **Non-Refundable Earnest Money Deposit.** DLBA acknowledges that Purchaser has made a non-refundable earnest money deposit in the amount \$1,200.00 (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) **Discount.** Purchaser is eligible for a discount (the "**Discount**") reducing the Purchase Price by 20%. The Discount, totaling \$3,000.00, will be applied at Closing.

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

3. **Title.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) Purchaser delivers a Dismissal Notice to DLBA.

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

5. **Closing.**

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

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

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

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

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

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

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

(iii) **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, msmdiop1@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: Larry Latimore  
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 Baolvilla Inc. have caused this Purchase & Development Agreement to be executed as of the Effective Date.

**DETROIT LAND BANK AUTHORITY**

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

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

**BAOLVILLA INC.**

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

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

Signature page 1 of 1 of the Purchase & Development Agreement between DLBA and Baolvilla Inc. for 8629 Maxwell

## 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 MAXWELL N 55 FT OF S 608.55 FT OF LYG W OF & ADJ MAXWELL AVE & E & S OF  
PRESSLERS SUB EXC PRESSLER AVE AS OPENED FRAC SEC 22 T 1 S R 12 E 17/- 55 X  
47.135A

Parcel ID: 17008483.

Commonly known as 8629 Maxwell, 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 Baolvilla Inc., a Michigan corporation whose address is 8078 Studebaker, Warren, Michigan 48089 ("**Grantee**"), the following premises in the City of Detroit, Wayne County, Michigan:

W MAXWELL N 55 FT OF S 608.55 FT OF LYG W OF & ADJ MAXWELL AVE & E & S OF PRESSLERS  
 SUB EXC PRESSLER AVE AS OPENED FRAC SEC 22 T 1 S R 12 E 17/- 55 X 47.135A

Parcel ID: 17008483.

Commonly known as 8629 Maxwell, Detroit, Michigan

together with all and singular the tenements, hereditaments, fixtures, and appurtenances of that property, for the full consideration of Fifteen Thousand Dollars and No Cents (\$15,000.00). 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: \_\_\_\_\_

\_\_\_\_\_  
**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: Baolvilla Inc. 8078 Studebaker Warren, MI 48089	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**

Baolvilla Inc., a Michigan corporation whose address is 8078 Studebaker, Warren, Michigan 48089 ("**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 MAXWELL N 55 FT OF S 608.55 FT OF LYG W OF & ADJ MAXWELL AVE & E & S OF PRESSLERS  
SUB EXC PRESSLER AVE AS OPENED FRAC SEC 22 T 1 S R 12 E 17/- 55 X 47.135A

Parcel ID: 17008483.

Commonly known as 8629 Maxwell, 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).

**BAOLVILLA INC.**

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

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

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

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

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_, \_\_\_\_\_ of Baolvilla Inc..

\_\_\_\_\_  
*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. Baolvilla Inc. ("**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:

W MAXWELL N 55 FT OF S 608.55 FT OF LYG W OF & ADJ MAXWELL AVE & E & S OF PRESSLERS  
SUB EXC PRESSLER AVE AS OPENED FRAC SEC 22 T 1 S R 12 E 17/- 55 X 47.135A

Parcel ID: 17008483.

Commonly known as 8629 Maxwell, 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: \_\_\_\_\_

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

\_\_\_\_\_  
**Jeanne Hanna**  
**Director, Real Estate, Sales and Marketing**

This document was acknowledged, subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Jeanne Hanna, Director, Real Estate, Sales and Marketing, Detroit Land Bank Authority.

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

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

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

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

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

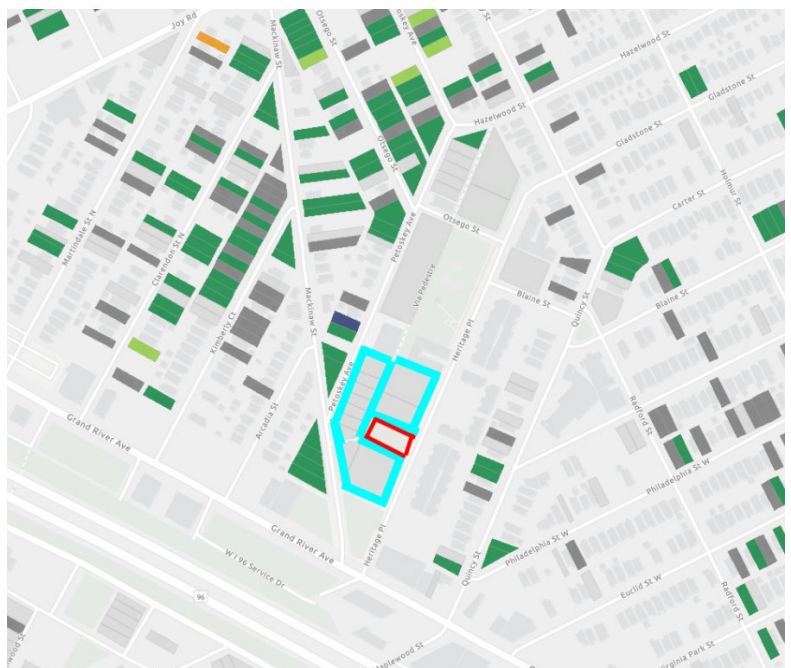
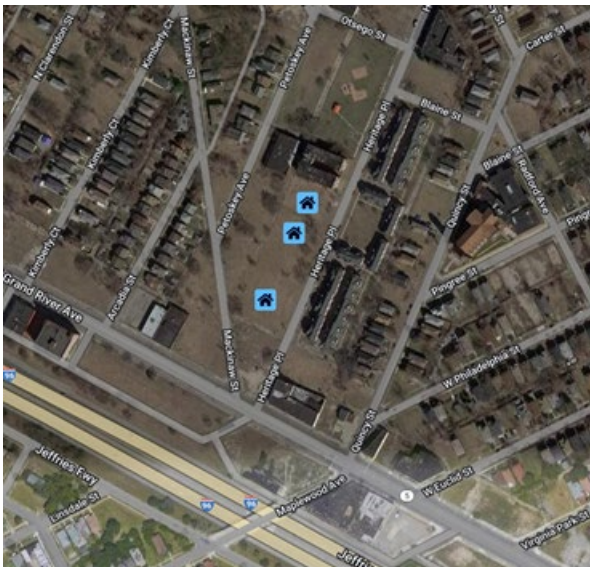
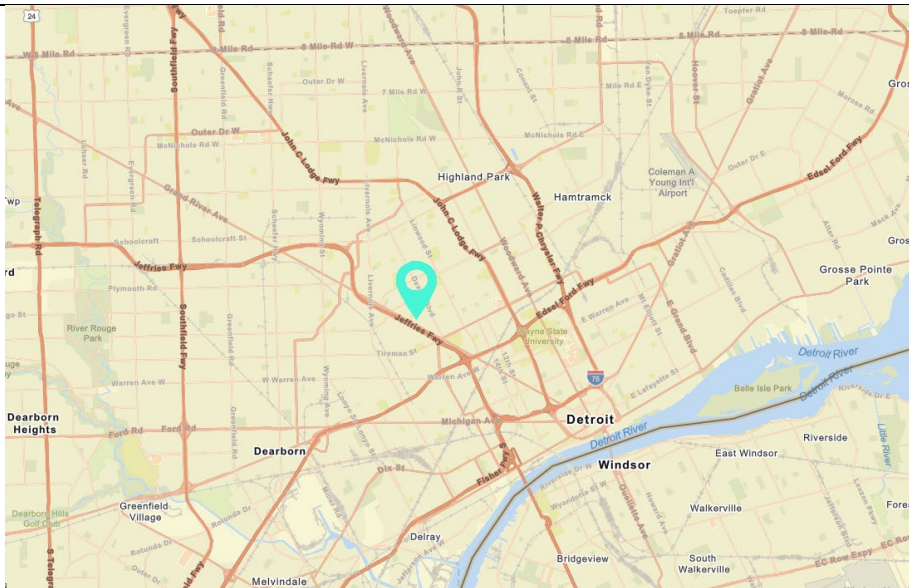
**03-03-2023**

RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO  
OPTION TO PURCHASE & DEVELOP AND AGREEMENT TO MAINTAIN  
PROPERTY WITH BIRTH DETROIT, INC.

## Detroit Land Bank Authority – Projects Deal Summary Sheet

<b>Project Name:</b> Birth Detroit		<b>Agreement Type:</b> PA/ option	<b>CP/ED:</b> ED
<b>Principals:</b> Lesley Welch		<b>Resolution:</b> Yes	
<b>Properties included in sale:</b> 8545, 8601, and 8621 Heritage Pl; 8660 and 8686 Mackinaw; and 8706, 8718, 8724, 8730, 8740, and 8746 Petoskey			
<b>Adjacent Ownership:</b> 8575 Heritage Pl			
<b>Price Per square foot:</b> \$.20		<b>Total Sq Ft of DLBA property included in sale:</b> Up to 96,203	
<b>Sale Price:</b> \$0.20/ft at each option exercise	<b>Discount:</b> Social Econ. 20% + 20% adjacency	<b>Final Price:</b> \$0.12/ft at each option exercise; \$11,544.42 is the maximum cumulative price	
<b>5/50 Amount:</b>			
<b>Zoning:</b> R6	<b>Region:</b> Central	<b>City Council District:</b> 5	
<b>Neighborhood:</b> Petoskey-Otsego		<b>DLBA Project Manager:</b> Aysha Boston	
<b>Unresolved Inquiries?:</b> 0	<b># of Sales/Purchase Inquiries:</b> 0	<b>Marketing # of Offers:</b> 0	

### Project Map



Properties owned by applicant
  DLBA properties in application



## Project Summary

Birth Detroit's 10-year vision is multiple neighborhood midwifery clinics throughout the city and two community birth centers: one on the westside and one on the east side of the city. The location at Heritage Pl offers the potential to grow a comprehensive holistic community maternal-infant health center. In early years, Birth Detroit would build the Birth Detroit Birth Center and midwifery student apartments and create beautiful peaceful abundant outdoor space for birthing people and families to enjoy. Outdoor space would include a flower garden and walking paths for families in labor, a community garden for farm-to-table nutritious food, and a playground for children. Birth Detroit would then grow into the rest of the space, adding a community learning space for childbirth, infant and parent education, yoga and movement classes, and reproductive health learning; integrative health space/offices for community centered providers providing behavioral and mental health care, lactation support, nutritional counselling, and fatherhood programming; administrative space for values-aligned community organizations prioritizing birth justice, community care, and family wellbeing.

Optionee will purchase 8545, 8601, and 8621 Heritage Pl, following Board approval. The additional addresses will be Optioned and closed if the City of Detroit planning department requests the additional parcels during the design review process.

Optionee's current plans do not require the acquisition of more than nine parcels. If design changes or other changes required by permitting necessitate the acquisition of more than nine parcels in one year, Optionee will need City Council approval.

**Estimated project costs: \$1.6 Million | Estimated completion date: 13-24 months**

**POF: \$830K**

**8545 Heritage Pl**

Parcel Data ACTIONS

BACK OUT BOUNDS LAYERS LOCATE ME DRAW PRINT

Show bird's eye

TAX STATUS

Premium Fields

▼ Parcel Address

Parcel ID	14006911.
Parcel Address	8545 HERITAGE PL
Site City	DETROIT
Site Zip	48204

▼ Owner Information

Owner Name	DETROITLAND BANK AUTHORITY
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Mailing Address

Mailing Address	500 GRISWOLD STREET, SUITE 1200
Mailing Address City	DETROIT
Mailing Address State	MI
Mailing Address ZIP Code	48226

owner is DETROIT LAND BANK AUTHORITY owner is City of Detroit P&DD, Care of DBA owner is CITY OF DETROIT - P&DD zoning is R5 zoning is R6 zoning is B1 zoning is B2 zoning is B4 zoning is B5 zoning is B6 zoning\_description is CONDO PARENT zoning is SD2 zoning is PD zoning is M3



**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO OPTION TO PURCHASE & DEVELOP AND AGREEMENT TO MAINTAIN PROPERTY WITH BIRTH DETROIT, 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, Birth Detroit, Inc. ("Purchaser") applied to purchase the property identified in Exhibit A to Exhibit 1 attached hereto (the "Property") to construct a midwifery clinic and campus (the "Project"); and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE DETROIT LAND BANK AUTHORITY, that the Chief Executive Officer is authorized to (1) negotiate, sign, and enter into an Agreement substantially in the form attached hereto as Exhibit 1, on behalf of the Detroit Land Bank Authority with such changes as the Chief Executive Officer may deem necessary or appropriate in her sole discretion, so long as they do not substantially increase the liabilities imposed upon the Detroit Land Bank Authority, and (2) sell the Property to Purchaser, provided that this resolution is expressly subject to the condition that if Purchaser will be acquiring more than nine properties pursuant to the Agreement within a 12-month period, pursuant to the Second Amended Memorandum of Understanding between the City of Detroit and the Detroit Land Bank Authority, prior to the transfer, the Detroit City Council authorizes the DLBA to transfer the Property because the transfer would result in more than nine parcels being transferred to a party during a twelve-month period.

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

Erica Ward Gerson

Richard Hosey

Miranda Morrow-Bartell

Patricia Pernell-Shelton

Carol Walters

**RESOLUTION NO. 3-03-2023**

The Chairperson thereupon declared the resolution duly passed and adopted this 28th day of March 2023.

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

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



2/1/2023

Birth Detroit, Inc.  
17343 McIntyre  
Detroit, MI 48219

**RE: SALE OF PROPERTY**

Dear Birth Detroit, Inc.:

This letter constitutes an offer to deal by the Detroit Land Bank Authority (the "**DLBA**") to grant an option to sell real property in the City of Detroit identified in Exhibit A of the attached Option to Purchase and Develop and Agreement to Maintain Property (the "**Agreement**") for \$0.20 per square foot, less a 40% discount, to Birth Detroit, Inc. ("**Optionee**") pursuant to the terms and conditions of the attached Agreement and subject to approval by the DLBA Board of Directors.

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

If Optionee accepts the offer to deal, Optionee shall, prior to March 02, 2023, electronically sign the Agreement and deliver a money order, cashier's check, or certified check payable to "Detroit Land Bank Authority" in the amount of \$1,000.00, to serve as a "Option Fee" as contemplated by Section 2 of the Agreement. If the Optionee exercises the option and enters into the Purchase & Development Agreement in Exhibit II (the "**Purchase Agreement**"), this Option Fee will be net against the Purchase Price according to the terms of Section 2 of the Agreement. If the Agreement is not approved by the DLBA Board of Directors within 90 days of DLBA's receipt of the signed Agreement and Option Fee, this offer will expire and the Option Fee shall be returned to the Optionee in full.

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

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

**This offer to deal expires on March 02, 2023 if by such date the signed Agreement and Option Fee have not been delivered to DLBA.**

**DETROIT LAND BANK AUTHORITY**

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

This Option to Purchase and Develop and Agreement to Maintain Property (this "*Agreement*") is entered by and between the Detroit Land Bank Authority, a Michigan public body corporate, whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan 48226 ("*DLBA*"), and Birth Detroit, Inc., a Michigan nonprofit corporation whose address is 17343 McIntyre, Detroit, Michigan 48219 ("*Optionee*"), as of the Effective Date. The "*Effective Date*" of this Agreement will be the date of the last signature date set forth below. DLBA and Optionee are referred to from time to time in this Agreement individually as a "*Party*" and, together, as the "*Parties*."

### **RECITALS**

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

B. WHEREAS, Optionee's application or proposed use of all or some portion of the Property (the "*Proposed Use*") requires additional submissions or further information, more fully described as "*Compliance*" in Section 3 below; and

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

### **AGREEMENT**

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

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

2. **Option Fee.**

(a) **Fee.** DLBA acknowledges that Optionee has paid an option fee of \$1,000.00 (the "*Option Fee*").

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

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

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

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

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

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

(b) **Design Review.** Optionee must develop, submit, and receive approval for a complete design package (the "**Design Package**") including, but not limited to: aerial site location map, site plan, floor plans – with notes and dimensions, exterior elevations –respecting the Proposed Use to the City of Detroit Planning and Development Department (the "**Planning Department**").

(c) **Title.** Within 60 days after receiving notice that DLBA has countersigned the Agreement, Optionee will remit payment of \$200.00 for each of the parcels identified on Exhibit A ("**Title Commitment Fees**") so that DLBA may order a Title Commitment (as defined below) for each Property. DLBA will promptly obtain and deliver to Optionee a commitment for an owner's policy of title insurance from a title company ("**Title Commitment**") for each Property, together with a copy of all recorded documents affecting the Property, which constitute (or at any Closing will constitute) any covenant, license, right-of-way, easement, limitation, condition, reservation, restriction, right or option, mortgage, pledge, lien, construction lien, mechanic's lien, charge, conditional sale or other title retention agreement or arrangement, encumbrance, lease, sublease, security interest, or trust interest ("**Encumbrances**") against the Property or exception to DLBA's title.

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

A. there are Encumbrances or exceptions which, in the opinion of Optionee, may interfere with the intended use, enjoyment, value, or marketability of the Property. Optionee will identify all such Encumbrances and exceptions and remit payment of \$750.00 (each, "**Title Service Fees**") for each such Property. Properties identified under this Section will specifically be referred to as **QT Parcels**.

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

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

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

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



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

A. Optionee accepts the title status under Section 3(b)(i)(B) or Section 3(b)(i)(C);

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

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

D. Optionee delivers a Dismissal Notice to DLBA.

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

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

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

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

4. **Option Term.** Unless terminated earlier according to the terms of Section 9, the Option shall be exercisable by Optionee for 365 days from the Effective Date, provided that DLBA may grant extensions as provided in Section 5 ("**Option Term**").

5. **Extensions.**

(a) **First Extension.** If Optionee has submitted a commercially reasonable complete Design Package for at least one medical building within 365 days after the Effective Date and Optionee cannot timely achieve Compliance, but has made measurable progress and exercised diligence in pursuit of same, Optionee may apply to DLBA, in writing and no less than 30 days prior to the expiration of the Option Term, for an extension. Optionee will explain the reasons that the extension is required and provide an estimate of the revised date by which Optionee expects to achieve Compliance. DLBA will grant such request, extending the Option Term by 180 days (the "**First Extension**"). There will be no fee for the First Extension.

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

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

**6. Exercise of the Option.**

(a) **Exercise.** Optionee may exercise the Option relating to all or a portion of the Properties by delivering (i) written notice of exercise to DLBA and (ii) documentation that Compliance has been achieved for all noticed Properties on or prior to the expiration of the Option Term, as extended ("***Option Exercise***").

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

7. **Sale of the Property.** Upon Option Exercise with respect to any Property, the sale of that Property at a price of \$0.20 per square foot of such Property (the "***Purchase Price***") shall proceed according to terms set forth in a Purchase & Development Agreement substantially in the form attached hereto as Exhibit II (the "***Purchase Agreement***"). Within 15 days after an Option Exercise, Optionee and DLBA shall deliver to the other an executed Purchase Agreement with respect to the applicable Property. If Optionee fails to timely execute and deliver the Purchase Agreement for any reason, DLBA shall not have any further duty pursuant to this Agreement with respect to the applicable Property.

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

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

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

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

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

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

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

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

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

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

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

10. **Right of Entry.**

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

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

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

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

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

#### 11. **Integration; Modification.**

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

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

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

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

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

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

13. **Assignments.**

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

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

14. **Miscellaneous.**

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

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

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

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

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

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

otherwise will be effective unless such waiver is evidenced in a written instrument executed by the waiving Party.

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

**[Signatures begin on the next page]**

The Detroit Land Bank Authority and Birth Detroit, Inc. have caused this Option to Purchase and Develop and Agreement to Maintain Property to be executed as of the Effective Date.

**DETROIT LAND BANK AUTHORITY**

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

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

**BIRTH DETROIT, INC.**

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

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

Signature page 1 of 1 of the Option to Purchase and Develop and Agreement to Maintain Property between DLBA and Birth Detroit, Inc. for 8545, 8601, and 8621 Heritage Pl; 8660 and 8686 Mackinaw; and 8706, 8718, 8724, 8730, 8740, and 8746 Petoskey

## OPTION EXHIBIT I

### The Property

<b>Common Address</b>	<b>Parcel ID</b>	<b>Legal Description (Recordable)</b>	<b>Parcel Square Footage</b>
8545 Heritage Pl	14006911.	W DUMBARTON RD S 37 FT LOT 4 ALSO LOTS 3&2 DUMBARTON ROAD SUB L44 P72 PLATS, W C R 14/185 169.91 IRREG	25,834.16
8601 Heritage Pl	14006909.	W DUMBARTON RD S 50 FT LOT 7 AND N 36 FT LOT 6 DUMBARTON ROAD SUB L44 P72 PLATS, W C R 14/185 86 X 150	12,884.06
8621 Heritage Pl	14006908.	W DUMBARTON RD LOTS 9 AND 8 AND N 10 FT LOT 7 DUMBARTON ROAD SUB L44 P72 PLATS, W C R 14/185 130 X 150	19,501.86
8660 Mackinaw	14007320.	E MACKINAW Lot 1 EXC MACKINAW AVE AS WD LAMBRECHT KELLY & COS GRD RIVER TERMINAL SUB L27 P86 PLATS, W C R 14/162 148.04 IRREG	6,569.47
8686 Mackinaw	14007321.	E MACKINAW LOT 2 EXC MACKINAW AVE AS WD LAMBRECHT KELLY & COS GRD RIVER TERMINAL SUB L27 P86 PLATS, W C R 14/162 65.75 IRREG	3,425.37
8706 Petoskey	14006912.	E PETOSKEY LOT 3 EXC MACKINAC AVE AS WD LAMBRECHT, KELLY & COS GRAND RIVER TERM SUB L27 P86 PLATS, W C R 14/162 38.7 IRREG	3,998.25
8718 Petoskey	14006913.	E PETOSKEY LOT 4 LAMBRECHT, KELLY & COS GRAND RIVER TERM SUB L27 P86 PLATS, W C R 14/162 40 X 100	3,979.70
8724 Petoskey	14006914.	E PETOSKEY LOT 5 LAMBRECHT, KELLY & COS GRAND RIVER TERM SUB L27 P86 PLATS, W C R 14/162 40 X 100	4,007.27
8730 Petoskey	14006915.	E PETOSKEY Lot 6 LAMBRECHT, KELLY & COS GRAND RIVER TERM SUB L27 P86 PLATS, W C R 14/162 40 X 100	4,009.69
8740 Petoskey	14006916.	E PETOSKEY LOT 7 LAMBRECHT, KELLY & COS GRAND RIVER TERM SUB L27 P86 PLATS, W C R 14/162 40 X 100	4,012.26
8746 Petoskey	14006917.	E PETOSKEY LOTS 8&9 LAMBRECHT, KELLY & COS GRAND RIVER TERM SUB L27 P86 PLATS, W C R 14/162 80 X 100	7,981.42

[Remainder of page intentionally left blank]



**OPTION EXHIBIT II**

**PURCHASE AGREEMENT**

(See attached)

## PURCHASE & DEVELOPMENT AGREEMENT

This Purchase & Development Agreement (this "**Agreement**") is entered into 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 Birth Detroit, Inc., a Michigan nonprofit corporation whose address is 17343 McIntyre, Detroit, Michigan 48219 ("**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 \$ \_\_\_\_\_ (the "**Purchase Price**"). Purchaser will pay the Purchase Price in full at the time of closing on the sale of the Property (the "**Closing**"), less the amount of the Deposit (as defined in Subsection (b)) and the Discount (as defined below).

(b) **Earnest Money Deposit.** DLBA acknowledges that Purchaser has made an earnest money deposit in the amount of 10% of the Purchase Price (the "**Deposit**"), and that this Deposit will be either (i) applied to the Purchase Price at Closing; or (ii) retained by DLBA as expressly set forth in this Agreement.

(c) **Discount.** Purchaser is eligible for a discount (the "**Discount**") reducing the Purchase Price by 40%. The Discount will be applied at Closing.

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

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

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

4. **Maintenance of Property.** Beginning on the Effective Date and until Closing or the termination of this Agreement, Purchaser will secure and maintain the Property by: (i) clearing the Property of trash and debris and continuing to remove such trash and debris as needed; (ii) ensuring that the grass is neatly edged and does not exceed 8 inches in height; (iii) trimming all trees, shrubs, and other plant life as needed; and (iv) maintaining all sidewalks and other paved portions of the Property clear of snow and ice in a manner that makes it safe for pedestrians and within the timeframe currently required under City regulations.

5. **Title.** As necessary, DLBA will deliver an updated commitment for an owner's policy of title insurance from a title company as soon as practicable after the Effective Date. In the event one or more exceptions which were not identified prior to the Effective Date are identified and such exceptions could reasonably inhibit Purchaser's ability to complete implementation of

the Purchaser's intended use (each, a "**Later Identified Exception**"), Purchaser will deliver notice identifying the Later Identified Exception(s) and the DLBA will promptly file and litigate a quiet title action in the Circuit Court of Wayne County, Michigan to materially remove any such identified Later Identified Exception. DLBA will be responsible for all costs and fees associated with a quiet title action to remove a Later Identified Exception. Any deadline for Closing in the Purchase Agreement will be tolled until 30 days after the completion of the final such quiet title action. In the event (a) that DLBA is unable to file a quiet title action within 30 days of notification that an Later Identified Exception has been identified or (b) the quiet title action is unsuccessful in removing the Later Identified Exception, Purchaser may (C) deliver a notice of its election to terminate to DLBA, whereupon the Deposit will be returned to Purchaser in full, and this Agreement will thereupon terminate or (d) request a reasonable reduction in the Purchase Price commensurate with the loss of value associated with the Later Identified Exception.

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

7. **Closing.**

(a) **Time and Place of Closing.** Unless tolled to accommodate at Quiet Title Action, DLBA and Purchaser will close the transaction under this Agreement within 30 days after the Effective Date on a date mutually agreed to by the Parties. The Closing will take place after satisfaction of the conditions to Closing as specified in this Section.

(b) **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 10.

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

(ii) **Design Package.** Purchaser will deliver documentation that the Design Package has been approved by the Planning Department.

(iii) **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 17.

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

(v) **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 and sewer charges, or other recorded lien charges assessed against the Property prior to the Closing.

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

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

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

8. **DLBA Tax 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.

9. **Construction Plans.**

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

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

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

10. **Property Condition and Indemnification.** DLBA hereby disclaims any warranty, guaranty or representation, express or implied, oral or written, past, present, or future, of, as to or concerning (a) the condition or state of repair of the Property, or the suitability thereof for any purpose; (b) the extent of any right-of-way, lease, possession, lien, encumbrance, easement, license, reservation, or condition in connection with the Property; (c) the compliance of the Property with any applicable laws, ordinances, or regulations of any government or other body, including, without limitation, compliance with any land use or zoning law or regulation, or applicable environmental, rules, ordinances, or regulations; (d) title to or the boundaries of the Property; and (e) the physical condition of the Property, including, without limitation, the environmental condition of the Property and the structural, mechanical, and engineering characteristics of the improvements to the Property. The sale of the Property will be on an "AS IS, WHERE IS, WITH ALL FAULTS" basis. Purchaser expressly acknowledges and agrees that DLBA makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, habitability, merchantability, or fitness for a particular purpose, with respect to the Property, and Purchaser hereby expressly waives and releases any such warranty or representation. Purchaser will buy the Property based on its own

investigations, and, by accepting title to all or part of the Property, acknowledges that it has conducted such investigations as it has deemed necessary or advisable. Purchaser will indemnify and hold DLBA and each of its officers, employees, agents, and affiliates, and the successors, assigns, heirs, and legal representatives of each of the foregoing (collectively, the "***DLBA Indemnified Parties***") free and harmless from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and court costs incurred in connection with the enforcement of this indemnity) related to, resulting from, or in any way arising out of the physical condition of the Property or the ownership or operation of the Property prior to, on, and after Closing. Purchaser's indemnification obligations set forth in this Section will survive Closing and will not be merged with the Deed.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

(c) If Purchaser cannot timely complete a Project, but has made measurable progress and exercised diligence in working to do so, Purchaser may apply to DLBA, in writing and no later than 30 days prior to the required Project completion date, for an extension, and in such writing Purchaser will explain the reasons that the extension is required and provide an estimate of the revised completion date. In DLBA's reasonable discretion, DLBA may grant Purchaser extensions of 90 days to complete the work or declare the Purchaser in default. Each 90-day extension request, if approved, will be granted in exchange for \$500.00. Each extension will not be effective until any required payment has been received by DLBA.

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

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

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

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

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

(iv) Purchaser fails to close after receiving notice from DLBA as described in Section 7(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 22.

(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.

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

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

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

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

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

(c) take immediate possession of the Unreleased Properties;

(d) enter and secure the Unreleased Properties;

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

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

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

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

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

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

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

Notice to Purchaser should be sent to the address above set forth, [leseliey@birthdetroit.com](mailto:leseliey@birthdetroit.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: Aysha Boston  
500 Griswold Street, Suite 1200  
Detroit, Michigan 48226  
[projects@detroitlandbank.org](mailto:projects@detroitlandbank.org)

21. **Integration; Modification.**

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

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

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

23. **Miscellaneous.**

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

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

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

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

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

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

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

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

**[Signatures begin on following page]**

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

**DETROIT LAND BANK AUTHORITY**

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

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

**BIRTH DETROIT, INC.**

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

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

Signature page 1 of 1 of the Purchase & Development Agreement between DLBA and Birth Detroit, Inc. for

\_\_\_\_\_

## APPENDIX 1

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

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

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

B. **Within 90 days of Closing**, Purchaser will provide documentation that a complete build plan for the Project has been submitted to the City of Detroit Buildings, Safety Engineering & Environmental Department ("**BSEED**").

C. **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.

D. **Within 180 days of Closing**, Purchaser will provide documentation that construction on the Project has commenced.

E. **Within 730 days of Closing**, Purchaser will provide (1) a Certificate of Occupancy for each unit in the completed structure and documentation that the structure has been constructed substantially in accordance with the Construction Plans attached to this Agreement as Exhibit E and (2) documentation that the landscaping improvements identified in the Construction Plans have been implemented.

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

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



**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT A**

The Property

Parcel ID:

Commonly known as , 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 Birth Detroit, Inc., a Michigan nonprofit corporation whose address is 17343 McIntyre, Detroit, Michigan 48219 ("**Grantee**"), the premises located in the City of Detroit, County of Wayne, and State of Michigan **commonly known as** \_\_\_\_\_ **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 \_\_\_\_\_ (\$\_\_\_\_\_). 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: Birth Detroit, Inc. 17343 McIntyre Detroit, MI 48219	Drafted by: Robert G Spence Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226
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**EXHIBIT 1**

Exhibit 1 to Quit Claim Deed from Detroit Land Bank Authority to Birth Detroit, Inc.

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT C**

Reconveyance Deed

(see attached)

**QUIT CLAIM DEED**

Birth Detroit, Inc., a Michigan nonprofit corporation, whose address is 17343 McIntyre, Detroit, Michigan 48219 ("**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** \_\_\_\_\_ **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).

**BIRTH DETROIT, INC.**

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

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

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

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

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Birth Detroit, Inc..

\_\_\_\_\_  
*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**

Exhibit 1 to Quit Claim Deed from Birth Detroit, Inc. to Detroit Land Bank Authority

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT D**

Release of Interest

(see attached)



**RELEASE OF INTEREST IN REAL PROPERTY**

1. Birth Detroit, Inc. ("**Purchaser**") purchased from the Detroit Land Bank Authority, whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan, 48226 ("**DLBA**"), the premises located in the City of Detroit, County of Wayne, and State of Michigan **commonly known as** \_\_\_\_\_ **and more fully described in Exhibit 1.**
2. Purchaser acquired the Property subject to the conditions of a Purchase Agreement as reflected in a Quit Claim Deed recorded as listed below  
 Date Recorded: \_\_\_\_\_ Liber: \_\_\_\_\_  
 Instrument Number: \_\_\_\_\_ Page: \_\_\_\_\_
3. DLBA hereby agrees that all conditions of the Purchase Agreement have been satisfied or waived, and DLBA hereby releases any and all interest in the Property and the recording of this instrument provides notice of such release.

**DETROIT LAND BANK AUTHORITY**

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

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

\_\_\_\_\_  
**Jeanne Hanna**  
**Director, Real Estate, Sales and Marketing**

This document was acknowledged, subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jeanne Hanna, Director, Real Estate, Sales and Marketing, Detroit Land Bank Authority.

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

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

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

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

**EXHIBIT 1**

Exhibit 1 to Release of Interest from Detroit Land Bank Authority to Birth Detroit, Inc.

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

Construction Plans

(To be incorporated following requisite approvals)

**03-04-2023**

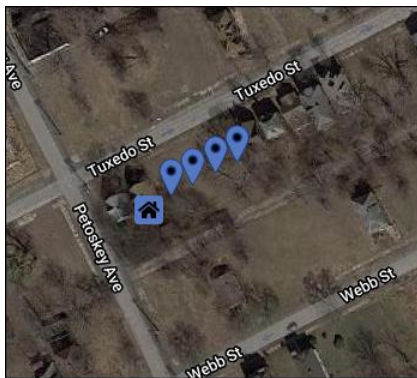
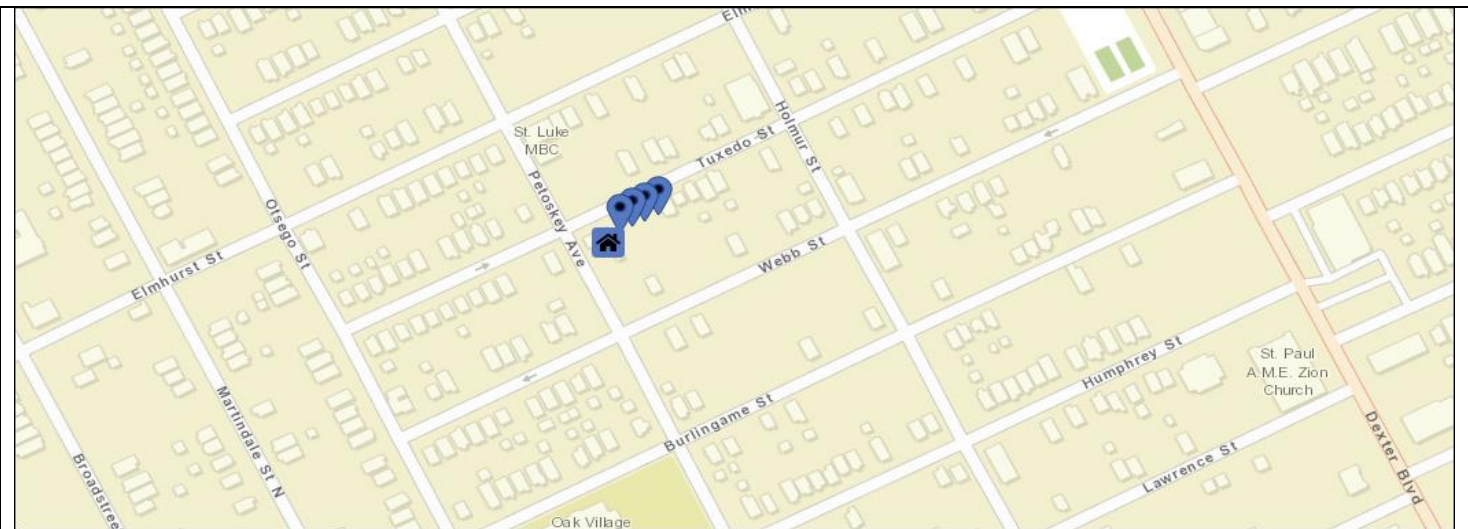
RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO  
PURCHASE & DEVELOPMENT AGREEMENT WITH BUY THE BLOCK

**Board Date Review:**

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

<b>Purchasing Entity:</b> Tray Little		<b>***Marketing***</b>
<b>Principal:</b>	<b>Board Resolution:</b> Yes	
<b>Properties included in sale:</b> 4089Tuxedo (VL) 4067, 4071, 4075 & 4083 Tuxedo		
<b>Adjacent Ownership:</b> N/A		
<b>Sale Price:</b> \$6,500	<b>Internal Review Date:</b> 12/07/2022	<b>City Review Date:</b> 12/19/2022
<b>List Price:</b> \$6,500	<b>Listing Broker:</b> Bellabay Realty Tri Counties	
<b>Time on Market:</b> 553 days	<b>Number of offers:</b> 2	
<b>Square Feet of DLBA property included in sale:</b> 4089: 3,118 sq ft., 4067: 3,118 sq ft., 4071: 3,118 sq ft., 4075: 3,122 sq ft., 4083: 3,122 sq ft.,		
<b>Zoning:</b> R2	<b>HRD/PDD/JET Region:</b> West	<b>City Council District:</b> 7
<b>Neighborhood:</b> Nardin Park	<b>DLBA Project Manager:</b> Nicole Scott	

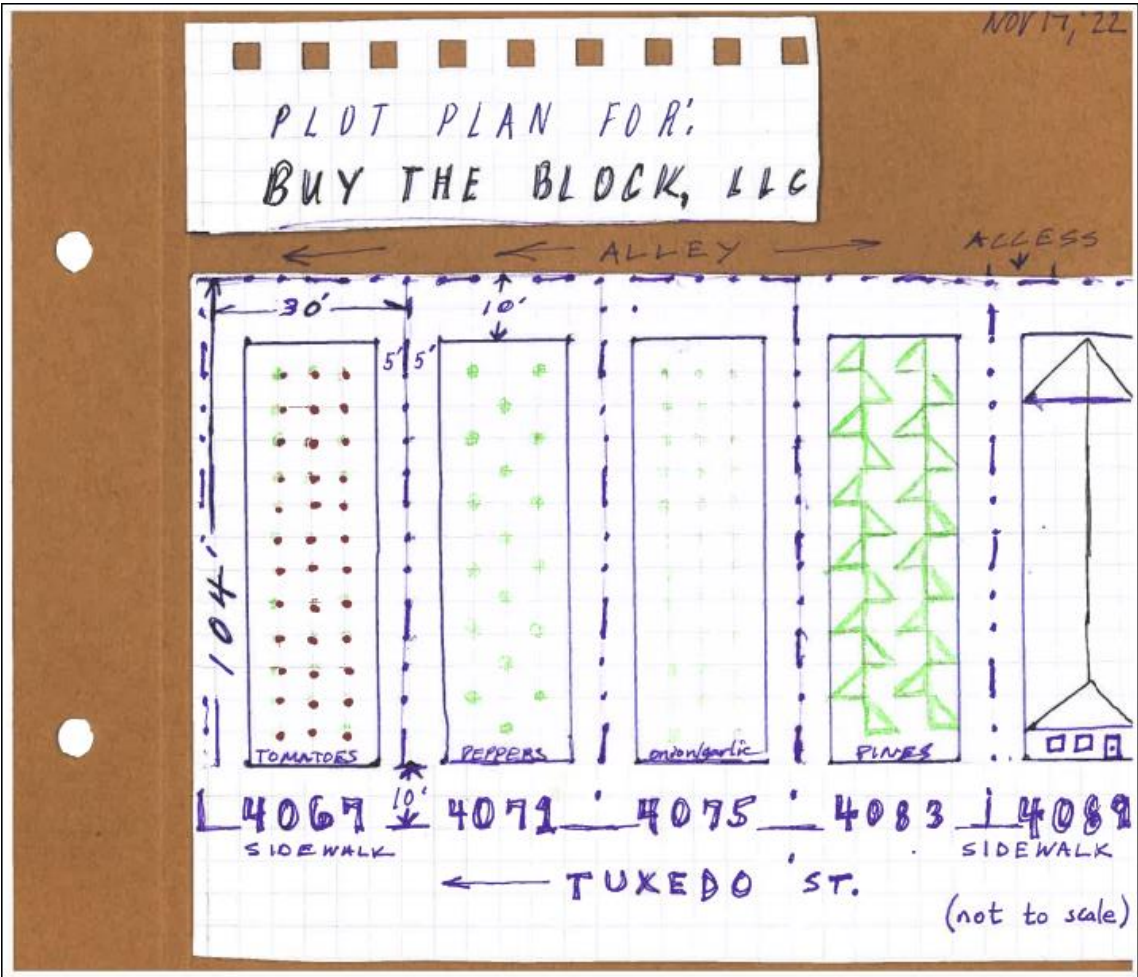
**Project Map**



**Project Summary**

Applicant would like purchase to rehab structure and provide a community garden on the adjacent lots as part of the Buy the Block campaign. No DLBA experience but advisor has renovation experience. His lender and advisor will be Brian Owens from O & Smythe who has extensive experience with the DLBA. Structure will be rent to own. **POF: \$115,000 approval for a hard money loan from O & Smythe LLC for renovations, \$6,500 Pre-approval from O & Smythe LLC for acquisition. O & Smythe provided statement from Independent Bank for a HELOC in the amount of \$90,026 (available credit) and \$1,050,590 statement from Morgan Stanley Smith Barney LLC.**

**Estimated project costs: Reno: \$110,223 | estimated completion date: 15-18 months**



O & Smythe, L.L.C. Project Overview

The properties below represent a snapshot of Detroit real estate projects owned and project managed by Brian Owen from O & Smythe. The company is wholly owned by Brian and his wife, Kelly Smythe. O & Smythe has a development partnership in Jefferson Chalmers and serves as an active owner/developer for 500 Manistique, 432/434 Alter and currently under construction 440/442 Alter and 400-414 Ashland on Fox Creek. Prior to investing in Detroit, O & Smythe flipped several properties in Grosse Pointe Farms.

4501 Farmbrook

Purchased December 2019 from DLBA auction for \$3,400.00  
Rehab by O & Smythe for \$40,000  
Sold March 2020 on 3-year land contract for \$59,000 to Miciah Sewell

500 Manistique

Purchased from Paul Zakar (Manistique Market) for \$225,000  
Rehab privately financed and project managed by Method Manistique (O & Smythe owns a portion of Method Manistique)

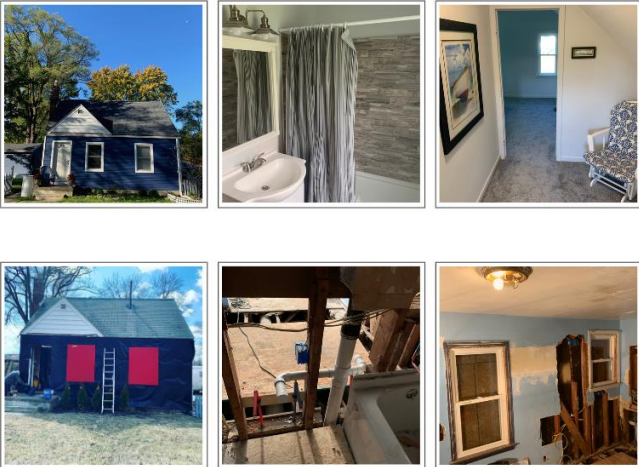
432/434 Alter

Privately purchased by Method Fox Creek in November 2020 for \$98,000 (O & Smythe owns a portion of Method Fox Creek)  
Rehab by O & Smythe for \$40,000.00  
Both units rented by July 2021

275 Eastlawn

Privately purchased in July of 2020 by Thanks Chick, LLC (The 2020 summer interns for O & Smythe).  
Rehab by O & Smythe completed in November of 2020  
O & Smythe served as the hard money lender for Thanks Chick, LLC who sold the property for a \$45,000 profit, learning valuable skills and creative financing along the way! They also all earned their Michigan Real Estate Licenses.

# 4501 FARBROOK



# 500 MANISTIQUE



Next page

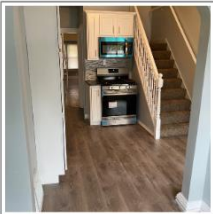
# 432-434 ALTER



Next page



# 275 EASTLAWN



Next page

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH BUY THE BLOCK**

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, Buy The Block ("Purchaser") applied to purchase the property identified in Exhibit A to Exhibit 1 attached hereto (the "Property") to renovate the single family home and implement a community garden on the adjacent lots (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 28th day of March 2023.

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

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



2/15/2023

Buy The Block  
14087 Kentucky  
Detroit, MI 48238

**RE: SALE OF PROPERTY**

Dear Buy The Block:

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 \$6,500.00 to Buy The Block ("**Purchaser**") pursuant to the terms and conditions of the Agreement and, if required, subject to approval by the DLBA Board of Directors.

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

If Purchaser accepts the offer to deal, Purchaser shall, prior to March 09, 2023, electronically sign the Agreement and deliver a money order, cashier's check, or certified check payable to "Detroit Land Bank Authority" in the amount of \$ 650.00, to serve as a "Non-Refundable Earnest Money Deposit" as contemplated by Section 2 of the Agreement. This deposit will be net against the Purchase Price at Closing as defined in the Agreement. If the Agreement requires approval by the DLBA Board of Directors and is not approved within 90 days, this offer will expire and the Deposit will be returned to the Purchaser in full. Upon execution of the Agreement by DLBA, Purchaser shall effect closing according to Section 5 of the Agreement or the deposit shall be forfeited, and any proposed terms or agreements between the parties including, but not limited to, this letter and the Agreement shall be null and void.

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

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

**This offer to deal expires on March 09, 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 Buy The Block, a Michigan limited liability company whose address is 14087 Kentucky, Detroit, Michigan 48238 ("**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 \$6,500.00 (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 \$ 650.00 (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 Distribution.** Purchaser acknowledges that DLBA is entitled to the distribution of an amount equal to 50% of the property taxes collected on the property for the 5 tax years subsequent to transferring ownership of the Property. The tax distribution may be incompatible with tax abatements and lot combinations that are otherwise available to Purchaser and could prevent Purchaser from obtaining such abatements or lot combinations unless waived. DLBA will waive its right to the tax distribution for purchasers seeking such tax abatements or lot combinations in exchange for a payment in addition to the Purchase Price. The waiver may be granted at Closing or any time thereafter upon payment by Purchaser.

7. **Property Condition and Indemnification.** DLBA hereby disclaims any warranty, guaranty or representation, express or implied, oral or written, past, present, or future, of, as to or concerning (a) the condition or state of repair of the Property, or the suitability thereof for any purpose; (b) the extent of any right-of-way, lease, possession, lien, encumbrance, easement, license, reservation, or condition in connection with the Property; (c) the compliance of the Property with any applicable laws, ordinances, or regulations of any government or other body, including, without limitation, compliance with any land use or zoning law or regulation, or applicable environmental rules, ordinances, or regulations; (d) title to or the boundaries of the Property; and (e) the physical condition of the Property, including, without limitation, the environmental condition of the Property and the structural, mechanical and engineering characteristics of the improvements to the Property. The sale of the Property will be on an "AS IS, WHERE IS, WITH ALL FAULTS" basis. Purchaser expressly acknowledges and agrees that DLBA makes no warranty or representation, express or implied, or arising by operation of law,

including, but not limited to, any warranty of condition, habitability, merchantability or fitness for a particular purpose, with respect to the Property, and Purchaser hereby expressly waives and releases any such warranty or representation. Purchaser will buy the Property based on its own investigations, and, by accepting title to all or part of the Property, acknowledges that it has conducted such investigations as it has deemed necessary or advisable. Purchaser will indemnify and hold DLBA and each of its officers, employees, agents and affiliates, and the successors, assigns, heirs and legal representatives of each of the foregoing (collectively, the "**DLBA Indemnified Parties**") free and harmless from and against any and all claims, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees and court costs incurred in connection with the enforcement of this indemnity) related to, resulting from, or in any way arising out of the physical condition of the Property or the ownership or operation of the Property prior to, on and after Closing. Purchaser's indemnification obligations set forth in this Section will survive Closing and will not be merged with the Deed.

**8. Limitation of Liability. Purchaser understands and acknowledges that DLBA has acquired the Property through foreclosure or similar process, DLBA has never occupied the Property, and DLBA has little or no direct knowledge about the physical condition of the Property. Purchaser agrees that Purchaser is buying the Property "as is" (as more fully set forth in Section 7 of this Agreement).**

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

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

(a) By executing this Agreement, Purchaser acknowledges and confirms that it is satisfied with the condition of the Property. Purchaser further acknowledges and confirms that it is not relying on any information provided or to be provided on behalf of DLBA or any statement, representation or other assertion made by DLBA or its employees or agents with respect to the Property. Purchaser further acknowledges and confirms that it has in all respects had an adequate opportunity to inspect and investigate the Property and all matters pertaining to its condition, use and operation and has completed all investigation and testing and other due diligence activities relating to the purchase of the Property, including without limitation such market and feasibility studies or analyses as Purchaser deemed necessary or desirable in order to satisfy itself as to market conditions applicable to the Property and with respect to any pollutant or hazardous materials on or about the Property, including lead-based paint or lead-based paint hazards. All testing,



inspections and investigations have been conducted at Purchaser's sole cost and expense and Purchaser hereby indemnifies DLBA, and holds DLBA harmless against any loss, costs, damage or expenses arising out of such testing, inspections and investigation performed by Purchaser, its agents, employees, independent contractors or assignees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) take immediate possession of the Property;

(iii) enter and secure the Property;

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

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

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

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

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

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

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

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

Notice to Purchaser should be sent to the address above set forth, Traylittlerealestate@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 Buy The Block have caused this Purchase & Development Agreement to be executed as of the Effective Date.

**DETROIT LAND BANK AUTHORITY**

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

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

**BUY THE BLOCK**

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

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

Signature page 1 of 1 of the Purchase & Development Agreement between DLBA and Buy The Block for 4067, 4071, 4075, 4083, and 4089 Tuxedo

## 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.

I. For the Property commonly known as 4089 Tuxedo:

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.

### II. For the Property commonly known as 4067, 4071, 4075, and 4083 Tuxedo:

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

C. **Within 365 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.

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

# PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT A

## The Property

S TUXEDO Lot 149 LEWIS & CROFOOTS SUB NO 4 L26 P84 PLATS, W C R 14/192 30 X 104 Parcel ID: 14004015. Commonly known as 4067 Tuxedo, Detroit, MI
S TUXEDO Lot 150 LEWIS & CROFOOTS SUB NO 4 L26 P84 PLATS, W C R 14/192 30 X 104 Parcel ID: 14004016. Commonly known as 4071 Tuxedo, Detroit, MI
S TUXEDO Lot 151 LEWIS & CROFOOTS SUB NO 4 L26 P84 PLATS, W C R 14/192 30 X 104 Parcel ID: 14004017. Commonly known as 4075 Tuxedo, Detroit, MI
S TUXEDO LOT 152 LEWIS & CROFOOTS SUB NO 4 L26 P84 PLATS, W C R 14/192 30 X 104 Parcel ID: 14004018. Commonly known as 4083 Tuxedo, Detroit, MI
S TUXEDO LOT 153 LEWIS & CROFOOTS SUB NO 4 L26 P84 PLATS, W C R 14/192 30 X 104 Parcel ID: 14004019. Commonly known as 4089 Tuxedo, 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 Buy The Block, a Michigan limited liability company whose address is 14087 Kentucky, Detroit, Michigan 48238 ("Grantee"), the premises located in the City of Detroit, County of Wayne, and State of Michigan **commonly known as 4067, 4071, 4075, 4083, and 4089 Tuxedo 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 Six Thousand Five Hundred Dollars and No Cents (\$6,500.00). This conveyance is exempt from taxes pursuant to MSA 7.456(5)(h)(i); MCL 207.505(h)(i), MSA 7.456(26)(h)(i); MCL 207.526(h)(i).

**Notice of Deed Restriction**

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

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

**DETROIT LAND BANK AUTHORITY**

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

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

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

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

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

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

Notary Public, State of Michigan, County of: \_\_\_\_\_;

Acting in the County of: \_\_\_\_\_

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

When recorded return to and subsequent tax bills to: Buy The Block 14087 Kentucky Detroit, MI 48238	Drafted by: Robert G Spence Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226
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**EXHIBIT 1**

S TUXEDO Lot 149 LEWIS & CROFOOTS SUB NO 4 L26 P84 PLATS, W C R 14/192 30 X 104 Parcel ID: 14004015. Commonly known as 4067 Tuxedo, Detroit, MI
S TUXEDO Lot 150 LEWIS & CROFOOTS SUB NO 4 L26 P84 PLATS, W C R 14/192 30 X 104 Parcel ID: 14004016. Commonly known as 4071 Tuxedo, Detroit, MI
S TUXEDO Lot 151 LEWIS & CROFOOTS SUB NO 4 L26 P84 PLATS, W C R 14/192 30 X 104 Parcel ID: 14004017. Commonly known as 4075 Tuxedo, Detroit, MI
S TUXEDO LOT 152 LEWIS & CROFOOTS SUB NO 4 L26 P84 PLATS, W C R 14/192 30 X 104 Parcel ID: 14004018. Commonly known as 4083 Tuxedo, Detroit, MI
S TUXEDO LOT 153 LEWIS & CROFOOTS SUB NO 4 L26 P84 PLATS, W C R 14/192 30 X 104 Parcel ID: 14004019. Commonly known as 4089 Tuxedo, Detroit, MI

Exhibit 1 to Quit Claim Deed from Detroit Land Bank Authority to Buy The Block

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT C**

Reconveyance Deed  
(see attached)

**QUIT CLAIM DEED**

Buy The Block, a Michigan limited liability company whose address is 14087 Kentucky, Detroit, Michigan 48238 ("**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 4067, 4071, 4075, 4083, and 4089 Tuxedo 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).

**BUY THE BLOCK**

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

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

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

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

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Buy The Block.

\_\_\_\_\_  
*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**

S TUXEDO Lot 149 LEWIS & CROFOOTS SUB NO 4 L26 P84 PLATS, W C R 14/192 30 X 104 Parcel ID: 14004015. Commonly known as 4067 Tuxedo, Detroit, MI
S TUXEDO Lot 150 LEWIS & CROFOOTS SUB NO 4 L26 P84 PLATS, W C R 14/192 30 X 104 Parcel ID: 14004016. Commonly known as 4071 Tuxedo, Detroit, MI
S TUXEDO Lot 151 LEWIS & CROFOOTS SUB NO 4 L26 P84 PLATS, W C R 14/192 30 X 104 Parcel ID: 14004017. Commonly known as 4075 Tuxedo, Detroit, MI
S TUXEDO LOT 152 LEWIS & CROFOOTS SUB NO 4 L26 P84 PLATS, W C R 14/192 30 X 104 Parcel ID: 14004018. Commonly known as 4083 Tuxedo, Detroit, MI
S TUXEDO LOT 153 LEWIS & CROFOOTS SUB NO 4 L26 P84 PLATS, W C R 14/192 30 X 104 Parcel ID: 14004019. Commonly known as 4089 Tuxedo, Detroit, MI

Exhibit 1 to Quit Claim Deed from Buy The Block to Detroit Land Bank Authority



**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT D**

Release Of Interest

(see attached)

**RELEASE OF INTEREST IN REAL PROPERTY**

- 1. Buy The Block ("**Purchaser**") purchased from the Detroit Land Bank Authority, whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan, 48226 ("**DLBA**"), the premises located in the City of Detroit, County of Wayne, and State of Michigan **commonly known as 4067, 4071, 4075, 4083, and 4089 Tuxedo and more fully described in Exhibit 1.**
- 2. Purchaser acquired the Property subject to the conditions of a Purchase Agreement as reflected in a Quit Claim Deed recorded as listed below  
 Date Recorded: \_\_\_\_\_ Liber: \_\_\_\_\_  
 Instrument Number: \_\_\_\_\_ Page: \_\_\_\_\_
- 3. DLBA hereby agrees that all conditions of the Purchase Agreement have been satisfied or waived, and DLBA hereby releases any and all interest in the Property and the recording of this instrument provides notice of such release.

**DETROIT LAND BANK AUTHORITY**

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

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

\_\_\_\_\_  
**Jeanne Hanna**  
**Director, Real Estate, Sales and Marketing**

This document was acknowledged, subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jeanne Hanna, Director, Real Estate, Sales and Marketing, Detroit Land Bank Authority.

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

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

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

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

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

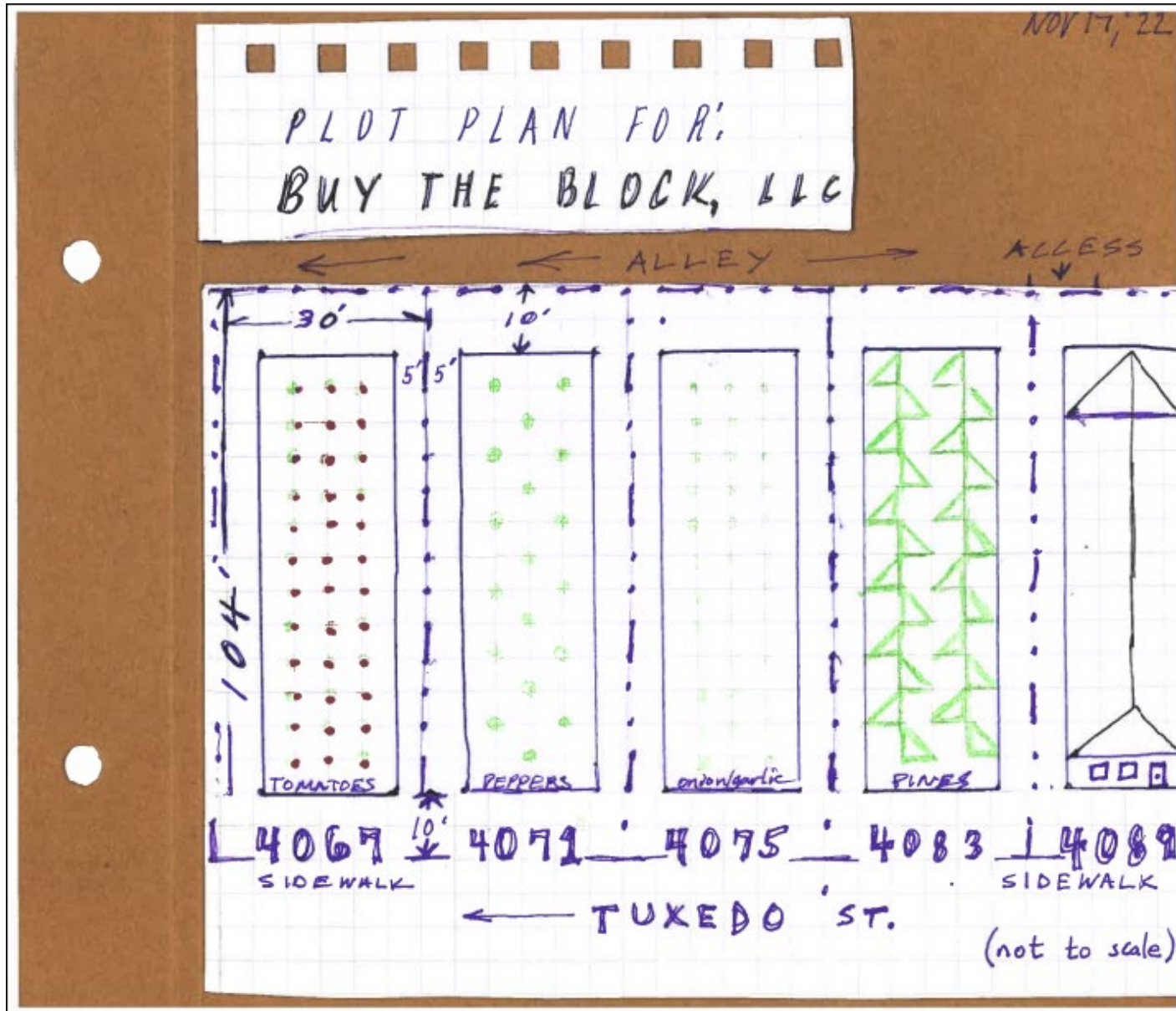
**EXHIBIT 1**

S TUXEDO Lot 149 LEWIS & CROFOOTS SUB NO 4 L26 P84 PLATS, W C R 14/192 30 X 104 Parcel ID: 14004015. Commonly known as 4067 Tuxedo, Detroit, MI
S TUXEDO Lot 150 LEWIS & CROFOOTS SUB NO 4 L26 P84 PLATS, W C R 14/192 30 X 104 Parcel ID: 14004016. Commonly known as 4071 Tuxedo, Detroit, MI
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S TUXEDO LOT 153 LEWIS & CROFOOTS SUB NO 4 L26 P84 PLATS, W C R 14/192 30 X 104 Parcel ID: 14004019. Commonly known as 4089 Tuxedo, Detroit, MI

Exhibit 1 to Release of Interest from Detroit Land Bank Authority to Buy The Block

PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT E

SITE PLANS



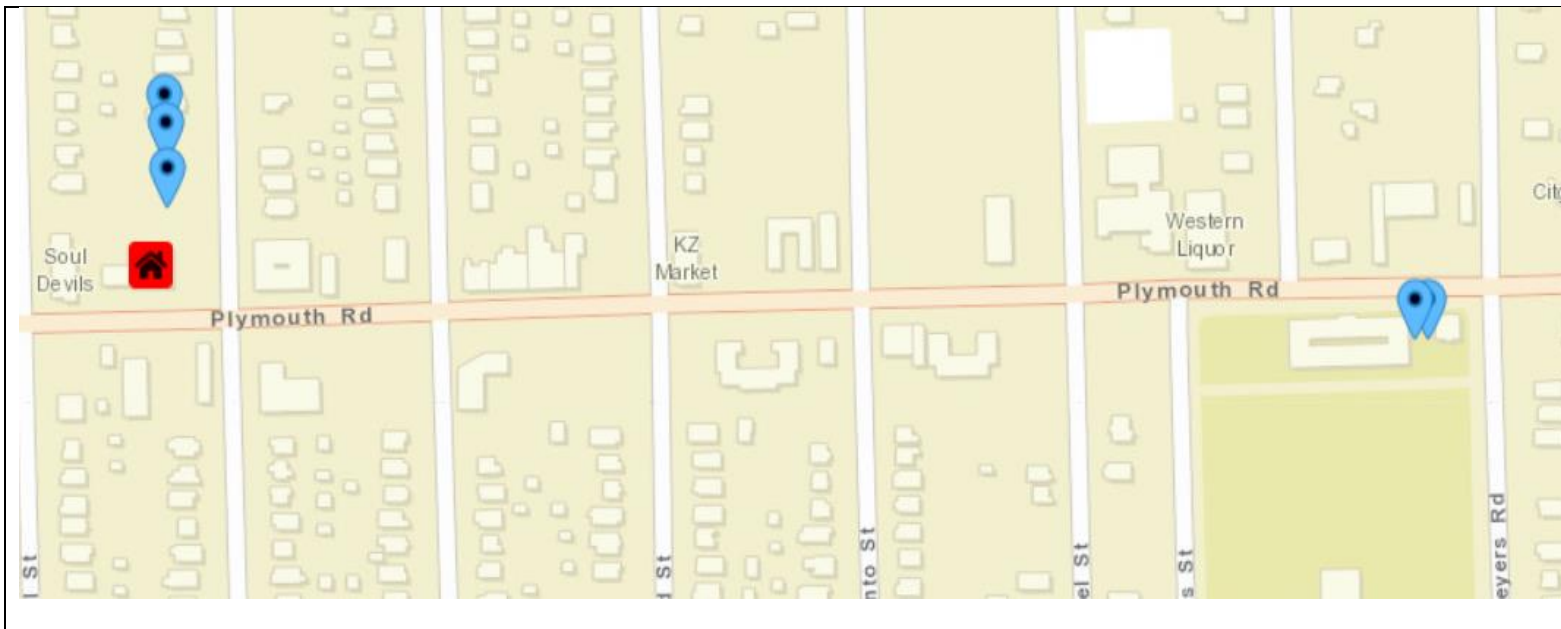
**03-05-2023**

RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO  
TWO PURCHASE & DEVELOPMENT AGREEMENTS WITH JEFFERY CRUSE

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

<b>Project Name:</b> Jeffery Cruse –12725 Plymouth, 12745 Plymouth		<b>Agreement Type:</b> PA	<b>CP/ED:</b> ED
<b>Principals:</b> Jeffery Cruse		<b>Resolution:</b> No	
<b>Properties included in sale:</b> - 12725 Plymouth, 12745 Plymouth			
<b>Adjacent Ownership:</b> 10201 Plymouth Rd			
<b>Price Per square foot:</b> \$.40		<b>Total Sq Ft of DLBA property included in sale:</b> 2,106 sq/ft <u>2,092 sq/ft</u> 4,198 sq/ft	
<b>Sale Price:</b> \$1,679.20	<b>Discount:</b> 20%	<b>Final Price:</b> \$1,343.36	
<b>5/50 Amount:</b>			
<b>Zoning:</b> B4	<b>Region:</b> West	<b>City Council District:</b> 7	
<b>Neighborhood:</b> Pride Area Community		<b>DLBA Project Manager:</b> Aysha Boston	
<b>Unresolved Inquiries?:</b> 0	<b># of Sales/Purchase Inquiries:</b> 0	<b>Marketing # of Offers:</b> 0	

**Project Map**







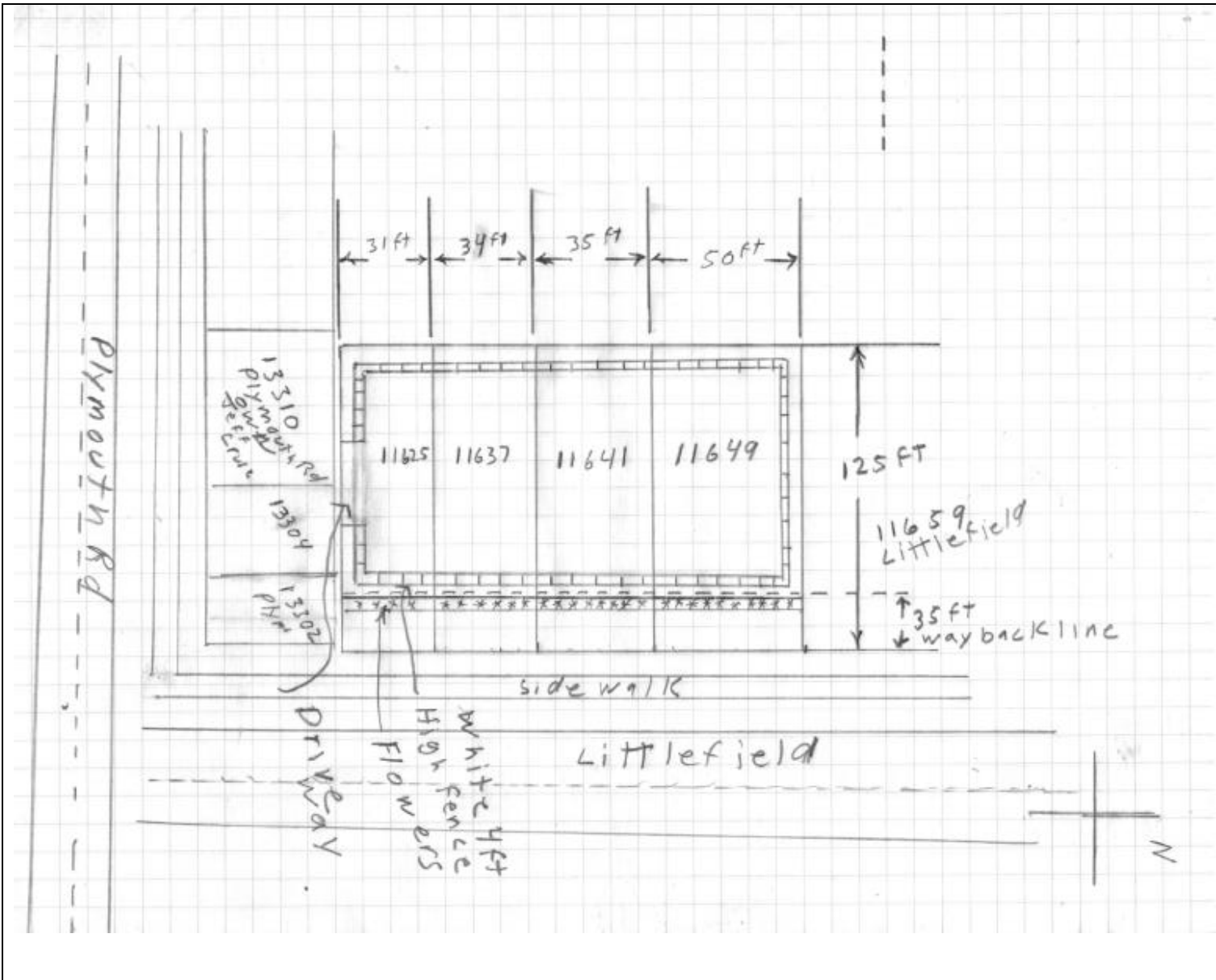
**Project Summary**

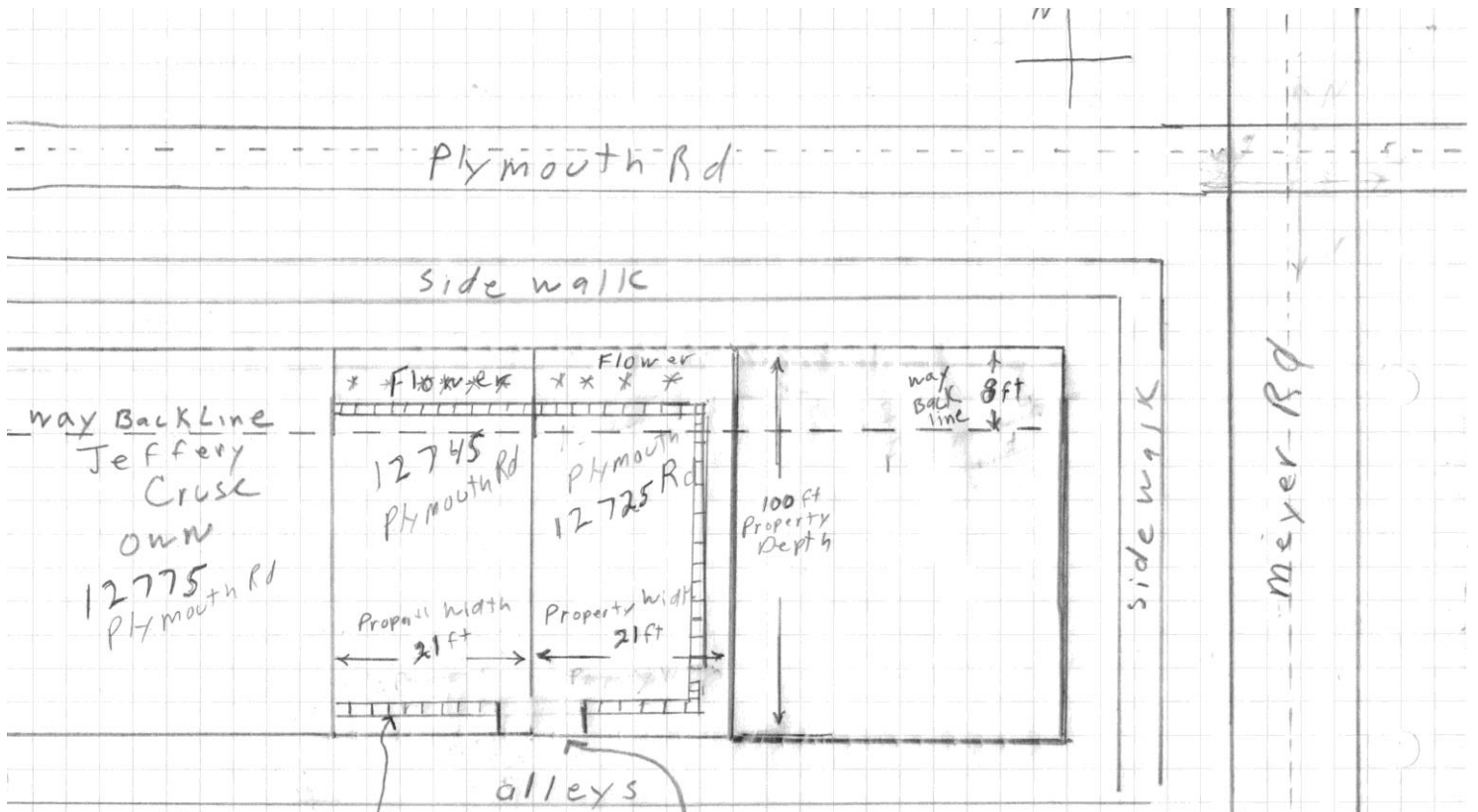
The purchase of the property is to maintain the property by beautifying the greenspace and further enhancing his rental property. These lots are next to an apartment complex that buyer owns (12725/ 12745 Plymouth).

**Estimated project costs: \$1K | estimated completion date: 6 months**

**POF: \$17,200**





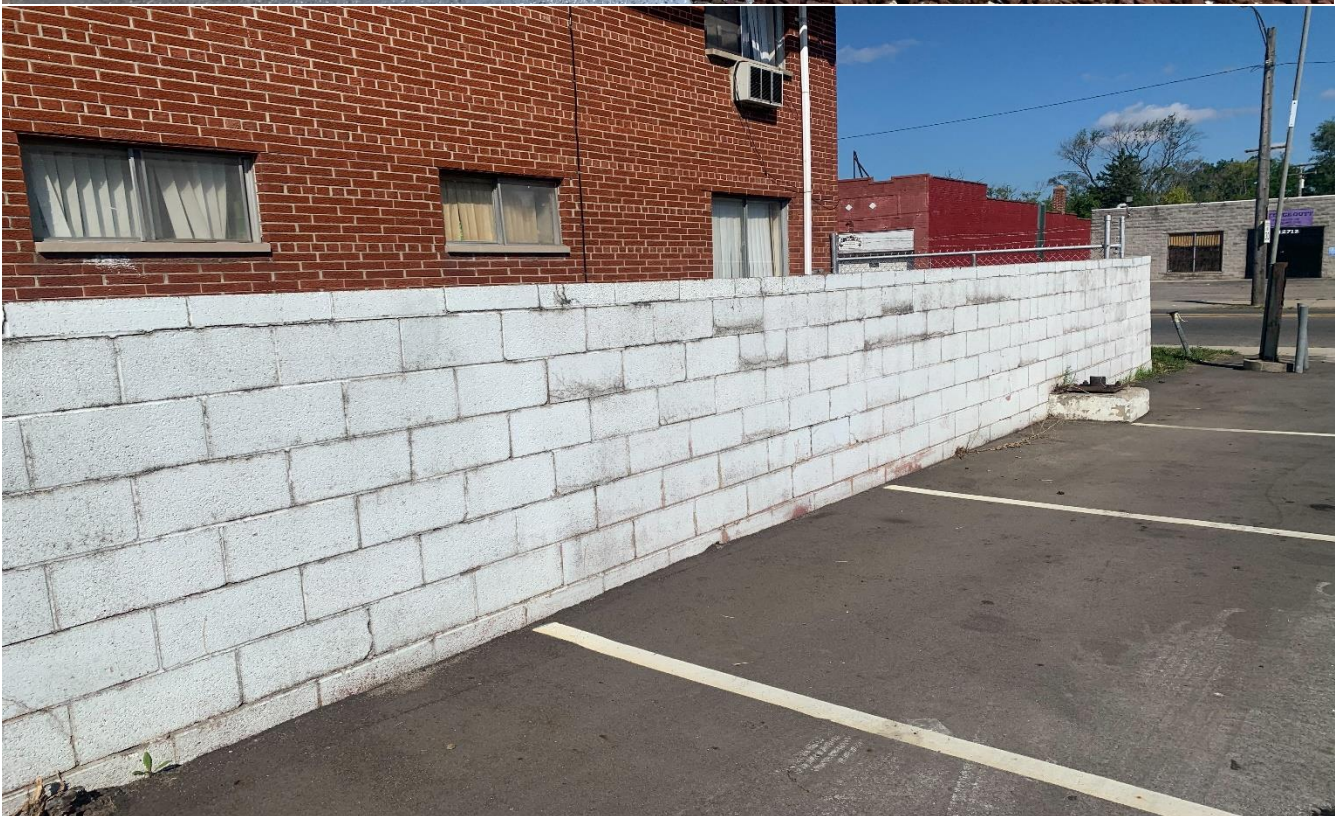


white fence  
4 ft High

12745 Plymouth Rd  
Det., MI 48227  
Parcel ID: 22004846

313 506-0005  
Jeffery Cruse  
PK

Legal description: S Plymouth S B H Warks Longacre RE-SUB  
L48 P56 Plats, WCR 22/577 21x100









**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO TWO PURCHASE & DEVELOPMENT AGREEMENTS WITH JEFFERY CRUSE**

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, Jeffery Cruse ("Purchaser") applied to purchase the property identified in the respective Exhibits A to Exhibit 1 and Exhibit 2 attached hereto (the "Property") to construct a parking lot and tenant greenspace (the "Projects"); and

WHEREAS, the Purchase & Development Agreements negotiated between the DLBA and Purchaser attached hereto as Exhibit 1 and Exhibit 2 (together, the "Agreements") conditions sales of the Property on timely completion of the Projects in a manner consistent with the applicable regulations; and

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

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

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

Erica Ward Gerson  
Richard Hosey  
Miranda Morrow-Bartell

Patricia Pernell-Shelton  
Carol Walters

The Chairperson thereupon declared the resolution duly passed and adopted this 28th day of March 2023.

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

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



1/30/2023

Jeffery Cruse  
12775 Plymouth Road Suite 4  
Detroit, MI 48227

**RE: SALE OF PROPERTY**

Dear Jeffery Cruse:

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 \$1,679.20, less the Discount (as defined in Section 2(c)), to Jeffery Cruse ("**Purchaser**") pursuant to the terms and conditions of the Agreement and, if required, subject to approval by the DLBA Board of Directors.

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

If Purchaser accepts the offer to deal, Purchaser shall, prior to March 02, 2023, electronically sign the Agreement and deliver a money order, cashier's check, or certified check payable to "Detroit Land Bank Authority" in the amount of \$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 payments or other documents to DLBA's office, please follow all instructions on the DLBA's website – [buildingdetroit.org](http://buildingdetroit.org) – regarding current office and lobby capacity and scheduling.*

**This offer to deal expires on March 02, 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 Jeffery Cruse, whose address is 12775 Plymouth Road Suite 4, Detroit, Michigan 48227 ("**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 \$1,679.20 (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) **Discount.** Purchaser is eligible for a discount (the "**Discount**") reducing the Purchase Price by 20%. The Discount, totaling \$ 335.84, will be applied at Closing.

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

3. **Title.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) Purchaser delivers a Dismissal Notice to DLBA.

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

5. **Closing.**

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

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

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

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

(i) **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) 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, [cjff@ameritech.net](mailto:cjff@ameritech.net), 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: Aysha Boston  
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 Jeffery Cruse have caused this Purchase & Development Agreement to be executed as of the Effective Date.

**DETROIT LAND BANK AUTHORITY**

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

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

**JEFFERY CRUSE**

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

\_\_\_\_\_

Signature page 1 of 1 of the Purchase & Development Agreement between DLBA and  
Jeffery Cruse for 12725 Plymouth and 12745 Plymouth

## 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 360 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**

S PLYMOUTH LOT 4 B H WARKS LONGACRE RE-SUB L48 P56 PLATS, W C R 22/577 21 X 100

Parcel ID: 22004845.

Commonly known as 12725 Plymouth, Detroit, MI

S PLYMOUTH Lot 5 B H WARKS LONGACRE RE-SUB L48 P56 PLATS, W C R 22/577 21 X 100

Parcel ID: 22004846.

Commonly known as 12745 Plymouth, 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 Jeffery Cruse whose address is 12775 Plymouth Road Suite 4, Detroit, Michigan 48227 ("**Grantee**"), the following premises in the City of Detroit, Wayne County, Michigan:

Parcel 1: S PLYMOUTH LOT 4 B H WARKS LONGACRE RE-SUB L48 P56 PLATS, W C R 22/577 21 X 100

Parcel ID: 22004845.

Commonly known as 12725 Plymouth, Detroit, MI

Parcel 2: S PLYMOUTH Lot 5 B H WARKS LONGACRE RE-SUB L48 P56 PLATS, W C R 22/577 21 X 100

Parcel ID: 22004846.

Commonly known as 12745 Plymouth, Detroit, MI

together with all and singular the tenements, hereditaments, fixtures, and appurtenances of that property, for the full consideration of One Thousand Six Hundred Seventy Nine Dollars and Twenty Cents (\$1,679.20). 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: Jeffery Cruse 12775 Plymouth Road Suite 4 Detroit, MI 48227	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**

Jeffery Cruse whose address is 12775 Plymouth Road Suite 4, Detroit, Michigan 48227 ("**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:

Parcel 1: S PLYMOUTH LOT 4 B H WARMS LONGACRE RE-SUB L48 P56 PLATS, W C R 22/577 21 X 100

Parcel ID: 22004845.

Commonly known as 12725 Plymouth, Detroit, MI

Parcel 2: S PLYMOUTH Lot 5 B H WARMS LONGACRE RE-SUB L48 P56 PLATS, W C R 22/577 21 X 100

Parcel ID: 22004846.

Commonly known as 12745 Plymouth, 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).

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

\_\_\_\_\_  
**JEFFERY CRUSE**

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by Jeffery Cruse.

\_\_\_\_\_  
*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. Jeffery Cruse ("**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:

Parcel 1: S PLYMOUTH LOT 4 B H WARKS LONGACRE RE-SUB L48 P56 PLATS, W C R 22/577 21 X 100

Parcel ID: 22004845.

Commonly known as 12725 Plymouth, Detroit, MI

Parcel 2: S PLYMOUTH Lot 5 B H WARKS LONGACRE RE-SUB L48 P56 PLATS, W C R 22/577 21 X 100

Parcel ID: 22004846.

Commonly known as 12745 Plymouth, 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, 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*

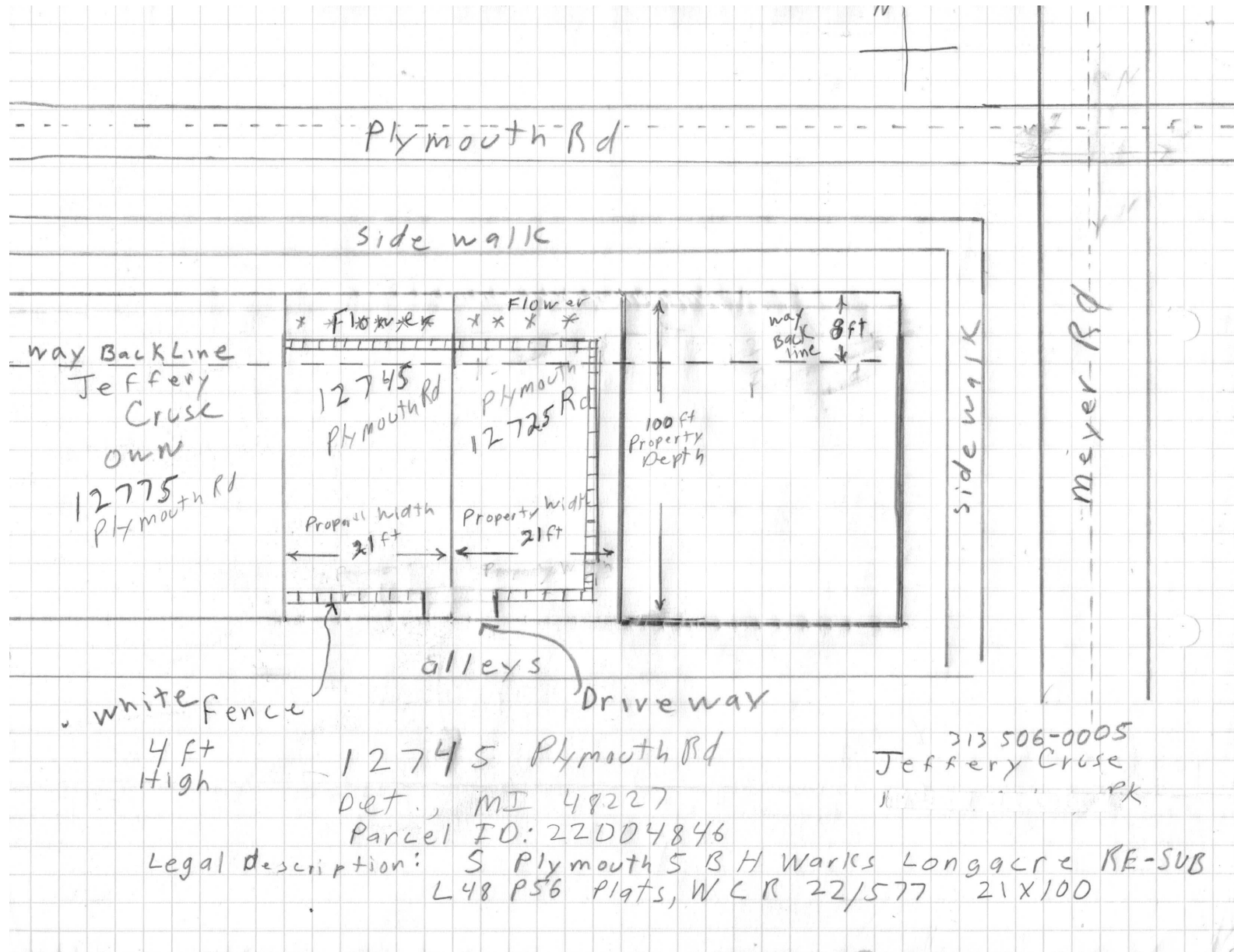
Notary Public, State of Michigan, County of: \_\_\_\_\_;     Acting in the County of: \_\_\_\_\_

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

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

# PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT E

## SITE PLANS



white fence  
4 ft  
High

12745 Plymouth Rd  
DET., MI 48227  
Parcel ID: 22004846

313 506-0005  
Jeffery Cruse  
PK

Legal description: S Plymouth S B H Works Longacre RE-SUB  
L48 P56 Plats, WCR 22/577 21X100

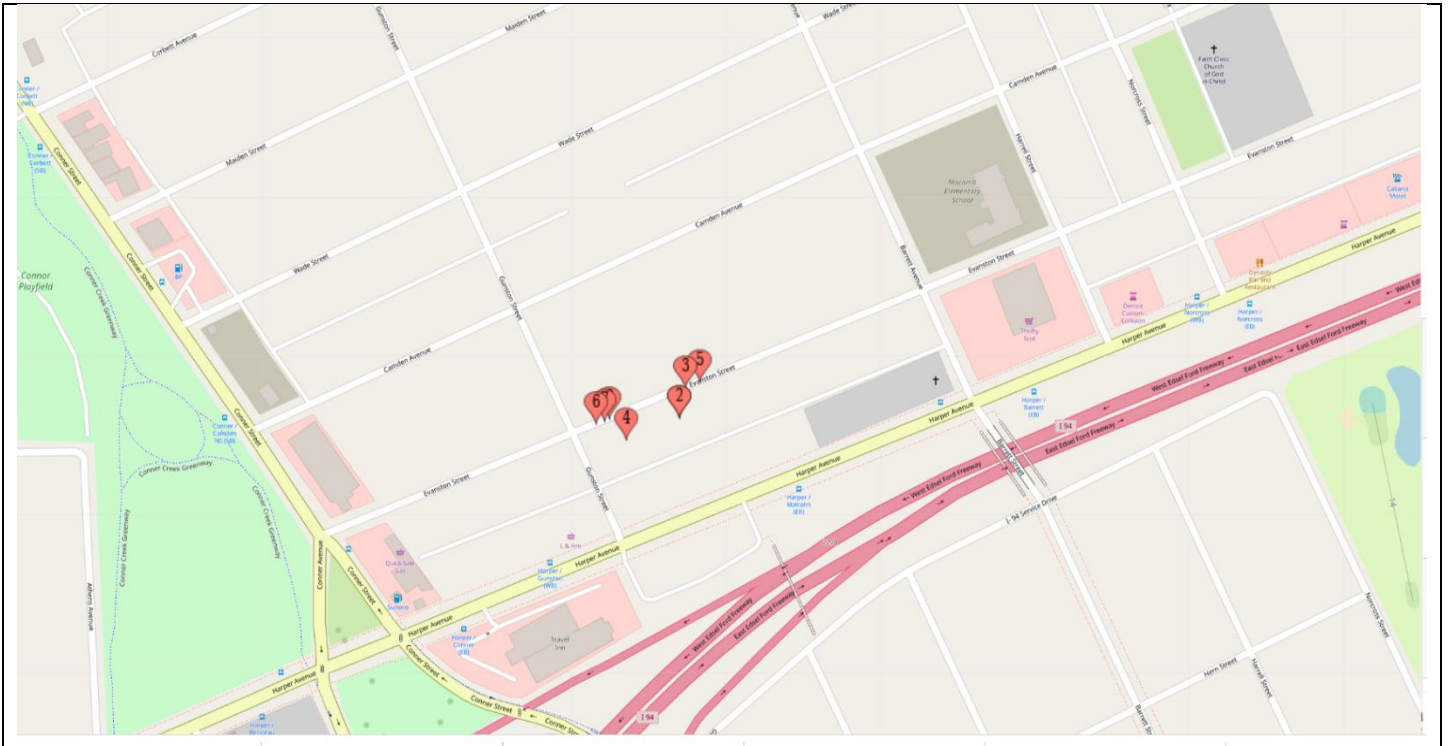
**03-06-2023**

RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO  
PURCHASE & DEVELOPMENT AGREEMENT WITH KRIS LAURA  
DEVELOPMENTS, CORP.

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

<b>Purchasing Entity:</b> Flipping With My Dad - HGTV		
<b>Principal:</b> Kristyn Patterson	<b>Board Resolution:</b> Yes	
<b>Properties included in sale:</b> 11780, 11795, 11730, 11719, 11711 (\$1,200) 11809, 11723 (\$1,500) Evanston		
<b>Adjacent Ownership:</b>		
<b>Price per structure:</b> \$1,200-\$1,500	<b>Internal Review Date:</b> 00/00/0000	<b>City Review Date:</b> 00/00/0000
<b>Sale Price:</b> \$9,000		
<b>Zoning:</b> R2	<b>HRD/PDD/JET Region:</b>	<b>City Council District:</b> 4
<b>Neighborhood:</b> Ravendale	<b>DLBA Project Manager:</b> KM	

### Project Map



### PROJECT SUMMARY

Applicant is a Chicago native that moved to Detroit in 2019. Since then she has rehabbed a number of properties which have been featured on the show "Flipping With My Dad" for HGTV. Applicant's dad is a General Contractor with 35 years' experience and will be her partner on this project. Applicant wants to take the "Buy the Block," approach for development. She plans to use this approach in District 4 with the support of Councilmember Latisha Johnson. The property purchased for this project will be featured in the upcoming season of the show.

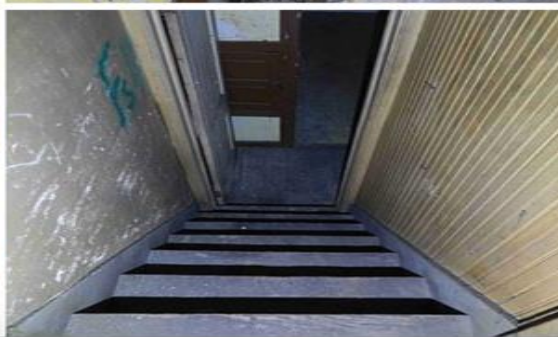
**POF: CHASE BANK \$641,887**

**Estimated project costs: \$350,000 | estimated completion date: 3-5 months**

**2299 Pingree street, Detroit, MI 48206**

**BEFORE & AFTER**









## Evanston Scope of Work

11711 Evanston



- Assess what can be saved behind the walls
- Remove all sheathing to exterior and replace
- Remove and replace siding
- Gut interior
- Replace rotted 2x6's – rebuild frame of home
- Remove and replace roof
- Ensure home and foundation is leveled
- Replace subfloor
- Frame floor plan throughout home
- Install the following:
  - o windows
  - o HVAC
  - o Electric
  - o Plumbing
  - o Insulation
  - o Drywall
  - o Paint
  - o Lay floors
  - o Cabinets
  - o Vanities
  - o Light fixtures, outlets and switches

- Finishing features (countertops, vanities, etc.)
- Complete landscaping
- Repair steps to front and back door entrance

11719 Evanston



- Assess what can be saved behind the walls
- Remove all sheathing to exterior and replace
- Remove and replace siding
- Gut interior
- Replace rotted 2x6's – rebuild frame of home
- Remove and replace roof
- Ensure home and foundation is leveled
- Replace subfloor
- Frame floor plan throughout home
- Install the following:
  - windows
  - HVAC
  - Electric
  - Plumbing
  - Insulation
  - Drywall
  - Paint
  - Lay floors
  - Cabinets

- Vanities
- Light fixtures, outlets and switches
- Finishing features (countertops, vanities, etc.)
- Complete landscaping
- Repair steps to front and back door entrance

11723 Evanston



- Assess what can be saved behind the walls as the brick is only on the front of the home and much of it has been removed. (Picture is not accurate)
- Replace missing brick and tuckpoint exterior
- Gut interior
- Remove and replace roof
- Ensure home and foundation is leveled
- Replace subfloor
- Frame floor plan throughout home
- Install the following:
  - windows
  - HVAC
  - Electric
  - Plumbing
  - Insulation
  - Drywall
  - Paint
  - Lay floors
  - Cabinets
  - Vanities
  - Light fixtures, outlets and switches

- Finishing features (countertops, vanities, etc.)
- Complete landscaping
- Repair steps to front and back door entrance

11730 Evanston



- Assess what can be saved behind the walls
- Remove all sheathing to exterior and replace
- Remove and replace siding
- Gut interior
- Replace rotted 2x6's – rebuild frame of home
- Remove and replace roof
- Ensure home and foundation is leveled
- Replace subfloor
- Frame floor plan throughout home
- Install the following:
  - windows
  - HVAC
  - Electric
  - Plumbing
  - Insulation

- Drywall
- Paint
- Lay floors
- Cabinets
- Vanities
- Light fixtures, outlets and switches
- Finishing features (countertops, vanities, etc.)
- Complete landscaping
- Repair steps to front and back door entrance

11780 Evanston



- Assess what can be saved behind the walls
- Gut interior
- Remove and replace roof
- Place siding throughout entire exterior
- Ensure home and foundation is leveled
- Replace subfloor
- Frame floor plan throughout home
- Install the following:
  - windows
  - HVAC
  - Electric
  - Plumbing
  - Insulation
  - Drywall
  - Paint
  - Lay floors
  - Cabinets



- Vanities
- Light fixtures, outlets and switches
- Finishing features (countertops, vanities, etc.)
- Complete landscaping
- Repair steps to front and back door entrance

11795 Evanston



- Assess what can be saved behind the walls
- Remove all sheathing to exterior and replace
- Remove and replace siding
- Gut interior
- Replace rotted 2x6's – rebuild frame of home
- Remove and replace roof
- Ensure home and foundation is leveled
- Replace subfloor
- Frame floor plan throughout home
- Install the following:
  - windows
  - HVAC

- Electric
- Plumbing
- Insulation
- Drywall
- Paint
- Lay floors
- Cabinets
- Vanities
- Light fixtures, outlets and switches
- Finishing features (countertops, vanities, etc.)
- Complete landscaping
- Repair steps to front and back door entrance

11809 Evanston



- Tuckpoint exterior
- Gut interior
- Remove and replace roof
- Ensure home and foundation is leveled
- Replace subfloor

- Frame floor plan throughout home
- Install the following:
  - windows
  - HVAC
  - Electric
  - Plumbing
  - Insulation
  - Drywall
  - Paint
  - Lay floors
  - Cabinets
  - Vanities
  - Light fixtures, outlets and switches
  - Finishing features (countertops, vanities, etc.)
- Complete landscaping
- Repair steps to front and back door entrance

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH KRIS LAURA DEVELOPMENTS, CORP.**

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, Kris Laura Developments, Corp. ("Purchaser") applied to purchase the property identified in Exhibit A to Exhibit 1 attached hereto (the "Property") to renovate the seven single family homes 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 28th day of March 2023.

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

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



3/13/2023

Kris Laura Developments, Corp.  
2550 W. Boston Blvd.  
Detroit, MI 48206

**RE: SALE OF PROPERTY**

Dear Kris Laura Developments, Corp.:

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 \$9,000.00 to Kris Laura Developments, Corp. ("**Purchaser**") pursuant to the terms and conditions of the Agreement and, if required, subject to approval by the DLBA Board of Directors.

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

If Purchaser accepts the offer to deal, Purchaser shall, prior to March 20, 2023, electronically sign the Agreement and deliver a money order, cashier's check, or certified check payable to "Detroit Land Bank Authority" in the amount of \$ 900.00, to serve as a "Non-Refundable Earnest Money Deposit" as contemplated by Section 2 of the Agreement. This deposit will be net against the Purchase Price at Closing as defined in the Agreement. If the Agreement requires approval by the DLBA Board of Directors and is not approved within 90 days, this offer will expire and the Deposit will be returned to the Purchaser in full. Upon execution of the Agreement by DLBA, Purchaser shall effect closing according to Section 5 of the Agreement or the deposit shall be forfeited, and any proposed terms or agreements between the parties including, but not limited to, this letter and the Agreement shall be null and void.

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

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

**This offer to deal expires on March 20, 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 Kris Laura Developments, Corp., a Michigan nonprofit corporation whose address is 2550 W. Boston Blvd., Detroit, Michigan 48206 ("**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 \$9,000.00 (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 \$ 900.00 (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 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 Distribution.** Purchaser acknowledges that DLBA is entitled to the distribution of an amount equal to 50% of the property taxes collected on the property for the 5 tax years subsequent to transferring ownership of the Property. The tax distribution may be incompatible with tax abatements and lot combinations that are otherwise available to Purchaser and could prevent Purchaser from obtaining such abatements or lot combinations unless waived. DLBA will waive its right to the tax distribution for purchasers seeking such tax abatements or lot

combinations in exchange for a payment in addition to the Purchase Price. The waiver may be granted at Closing or any time thereafter upon payment by Purchaser.

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

8. **Limitation of Liability.** Purchaser understands and acknowledges that DLBA has acquired the Property through foreclosure or similar process, DLBA has never occupied the Property, and DLBA has little or no direct knowledge about the physical condition of the Property. Purchaser agrees that Purchaser is buying the Property "as is" (as more fully set forth in Section 7 of this Agreement).

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

**equitable principle, theory, or cause of action arising out of or related in any way to any claim relating to this Agreement or the transfer of the Property to Purchaser, including the condition of the title.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) When Purchaser considers all work on a Project to be complete, it will so notify DLBA. DLBA will thereafter make or cause to be made such inspection or, at DLBA's election, request that Purchaser provide any further documentation of completion of the Project. Upon DLBA's determination that the Project is complete, DLBA will record with the Wayne County, Michigan Register of Deeds a Release of Interest, substantially in the form attached to

this Agreement as Exhibit D (each a "**Release of Interest**"), which will be conclusive acknowledgment by DLBA of Purchaser's satisfaction of its obligations under this Section. If DLBA determines the Project is not complete, DLBA will so notify Purchaser in writing indicating in what respects Purchaser has failed to implement the Project or is otherwise in default, and what measures and acts Purchaser will take or perform to cure such nonconformity or default. Purchaser will thereafter promptly complete the Project.

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

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

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

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

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

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

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

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

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

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

(b) **Failure to Cure Default.** Any such Default by Purchaser as set forth in Section 12(a)(i)-(iii) and Purchaser's failure to cure such Default within 30 days after written demand by DLBA to correct said Default will be deemed to constitute an **Event of Default**. In the

event Purchaser is in good faith contesting any amount due under Section 12(a)(ii), the Purchaser may, in lieu of paying said amount, deposit said amount in an escrow account which will be disbursed upon the resolution of the dispute, or if the amount relates to a construction lien, the Purchaser may bond over the lien in the manner prescribed by law. Any Default pursuant to Sections 12(a)(iv)-(vii) are hereby deemed to be material, non-curable *Event of Default* without the necessity of any notice by DLBA to Purchaser thereof. DLBA may, in its sole discretion, waive in writing any Default or Event of Default by the Purchaser.

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

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

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

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

(ii) take immediate possession of the Property;

(iii) enter and secure the Property;

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

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

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

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

14. **Post-Closing Property Inspection.** Purchaser will permit agents of DLBA, its investigators, or law enforcement officials to inspect the Property, without notice, until a

Reconveyance Deed or Release of Interest has been recorded for each Property to verify compliance with Purchaser's obligations in Section 11.

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

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

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

Notice to Purchaser should be sent to the address above set forth, Krisp18@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: Karla Marshall  
500 Griswold Street, Suite 1200  
Detroit, Michigan 48226  
projects@detroitlandbank.org

18. **Integration; Modification.**

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

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

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

20. **Miscellaneous.**

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

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

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

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

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

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

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

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

**[Signatures commence on following page]**



The Detroit Land Bank Authority and Kris Laura Developments, Corp. have caused this Purchase & Development Agreement to be executed as of the Effective Date.

**DETROIT LAND BANK AUTHORITY**

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

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

**KRIS LAURA DEVELOPMENTS, CORP.**

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

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

Signature page 1 of 1 of the Purchase & Development Agreement between DLBA and  
Kris Laura Developments, Corp. for 11711, 11719, 11723, 11730, 11780, 11795, and 11809 Evanston

## 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 (each Property, 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 180 days after Closing**, Purchaser will, for each Property, deliver copies of permit applications submitted to the City of Detroit Buildings, Safety Engineering and Environmental Department ("*BSEED*") for work which, upon completion, will be sufficient to return the property to productive use.

D. **Within 365 days after Closing**, Purchaser will, for each Property, deliver copies of Certificates of Acceptance as issued by BSEED for all permits necessary to return the Property to productive use.

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

# PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT A

## The Property

N EVANSTON LOT 121 E W GUENTHERS PARKWAY SUB NO 1 L43 P11 PLATS, W C R 21/623 35 X 126.17A Parcel ID: 21005140. Commonly known as 11711 Evanston, Detroit, MI
N EVANSTON LOT 122 E W GUENTHERS PARKWAY SUB NO 1 L43 P11 PLATS , WCR 21/623 35 X 126.95A Parcel ID: 21005141. Commonly known as 11719 Evanston, Detroit, MI
N EVANSTON LOT 123 E W GUENTHERS PARKWAY SUB NO 1 L43 P11 PLATS, W C R 21/623 35 X 127.74A Parcel ID: 21005142. Commonly known as 11723 Evanston, Detroit, MI
S EVANSTON LOT 145 E W GUENTHERS PARKWAY SUB NO 2 L43 P10 PLATS, W C R 21/624 35 X 100.18 Parcel ID: 21005108. Commonly known as 11730 Evanston, Detroit, MI
S EVANSTON LOT 138 E W GUENTHERS PARKWAY SUB NO 2 L43 P10 PLATS, W C R 21/624 35 X 100.18 Parcel ID: 21005101. Commonly known as 11780 Evanston, Detroit, MI
N EVANSTON LOT 133 E W GUENTHERS PARKWAY SUB NO 1 L43 P11 PLATS, W C R 21/623 35 X 135.55A Parcel ID: 21005152. Commonly known as 11795 Evanston, Detroit, MI
N EVANSTON E 6.21 FT IN FRT BG THE E 27.26 FT IN THE REAR OF LOT 134 E W GUENTHERS PARKWAY SUB NO 1 L43 P11 PLATS, W C R 21/623 35 BARRETT & WALSHS HARPER AVE SUB NO 1 L41 P8 PLATS, WCR 21/600 35 X 137.11 Parcel ID: 21005154. Commonly known as 11809 Evanston, 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 Kris Laura Developments, Corp., a Michigan nonprofit corporation whose address is 2550 W. Boston Blvd., Detroit, Michigan 48206 ("Grantee"), the premises located in the City of Detroit, County of Wayne, and State of Michigan **commonly known as 11711, 11719, 11723, 11730, 11780, 11795, and 11809 Evanston 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 Nine Thousand Dollars and No Cents (\$9,000.00). 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: \_\_\_\_\_

\_\_\_\_\_  
**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: Kris Laura Developments, Corp. 2550 W. Boston Blvd. Detroit, MI 48206	Drafted by: Robert G Spence Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226
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**EXHIBIT 1**

N EVANSTON LOT 121 E W GUENTHERS PARKWAY SUB NO 1 L43 P11 PLATS, W C R 21/623 35 X 126.17A Parcel ID: 21005140. Commonly known as 11711 Evanston, Detroit, MI
N EVANSTON LOT 122 E W GUENTHERS PARKWAY SUB NO 1 L43 P11 PLATS , WCR 21/623 35 X 126.95A Parcel ID: 21005141. Commonly known as 11719 Evanston, Detroit, MI
N EVANSTON LOT 123 E W GUENTHERS PARKWAY SUB NO 1 L43 P11 PLATS, W C R 21/623 35 X 127.74A Parcel ID: 21005142. Commonly known as 11723 Evanston, Detroit, MI
S EVANSTON LOT 145 E W GUENTHERS PARKWAY SUB NO 2 L43 P10 PLATS, W C R 21/624 35 X 100.18 Parcel ID: 21005108. Commonly known as 11730 Evanston, Detroit, MI
S EVANSTON LOT 138 E W GUENTHERS PARKWAY SUB NO 2 L43 P10 PLATS, W C R 21/624 35 X 100.18 Parcel ID: 21005101. Commonly known as 11780 Evanston, Detroit, MI
N EVANSTON LOT 133 E W GUENTHERS PARKWAY SUB NO 1 L43 P11 PLATS, W C R 21/623 35 X 135.55A Parcel ID: 21005152. Commonly known as 11795 Evanston, Detroit, MI
N EVANSTON E 6.21 FT IN FRT BG THE E 27.26 FT IN THE REAR OF LOT 134 E W GUENTHERS PARKWAY SUB NO 1 L43 P11 PLATS, W C R 21/623 35 BARRETT & WALSHS HARPER AVE SUB NO 1 L41 P8 PLATS, WCR 21/600 35 X 137.11 Parcel ID: 21005154. Commonly known as 11809 Evanston, Detroit, MI

Exhibit 1 to Quit Claim Deed from Detroit Land Bank Authority to Kris Laura Developments, Corp.

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT C**

Reconveyance Deed  
(see attached)

**QUIT CLAIM DEED**

Kris Laura Developments, Corp., a Michigan nonprofit corporation whose address is 2550 W. Boston Blvd., 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:

NEVANSTON LOT 121 E W GUENTHERS PARKWAY SUB NO 1 L43 P11 PLATS, W C R 21/623 35 X 126.17A

Parcel ID: 21005140.

Commonly known as 11711 Evanston, 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).

**KRIS LAURA DEVELOPMENTS, CORP.**

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

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

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

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

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Kris Laura Developments, Corp..

\_\_\_\_\_  
*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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**QUIT CLAIM DEED**

Kris Laura Developments, Corp., a Michigan nonprofit corporation whose address is 2550 W. Boston Blvd., 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:

N EVANSTON LOT 122 E W GUENTHERS PARKWAY SUB NO 1 L43 P11 PLATS , WCR 21/623 35 X 126.95A

Parcel ID: 21005141.

Commonly known as 11719 Evanston, 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).

**KRIS LAURA DEVELOPMENTS, CORP.**

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

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

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

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

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Kris Laura Developments, Corp..

\_\_\_\_\_  
*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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**QUIT CLAIM DEED**

Kris Laura Developments, Corp., a Michigan nonprofit corporation whose address is 2550 W. Boston Blvd., 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:

NEVANSTON LOT 123 E W GUENTHERS PARKWAY SUB NO 1 L43 P11 PLATS, W C R 21/623 35 X 127.74A

Parcel ID: 21005142.

Commonly known as 11723 Evanston, 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).

**KRIS LAURA DEVELOPMENTS, CORP.**

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

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

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

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

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_, \_\_\_\_\_ of Kris Laura Developments, Corp..

\_\_\_\_\_  
*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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**QUIT CLAIM DEED**

Kris Laura Developments, Corp., a Michigan nonprofit corporation whose address is 2550 W. Boston Blvd., 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 EVANSTON LOT 145 E W GUENTHERS PARKWAY SUB NO 2 L43 P10 PLATS, W C R 21/624 35 X 100.18

Parcel ID: 21005108.

Commonly known as 11730 Evanston, 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).

**KRIS LAURA DEVELOPMENTS, CORP.**

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

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

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

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

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Kris Laura Developments, Corp..

\_\_\_\_\_  
*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**

Kris Laura Developments, Corp., a Michigan nonprofit corporation whose address is 2550 W. Boston Blvd., 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 EVANSTON LOT 138 E W GUENTHERS PARKWAY SUB NO 2 L43 P10 PLATS, W C R 21/624 35 X 100.18

Parcel ID: 21005101.

Commonly known as 11780 Evanston, 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).

**KRIS LAURA DEVELOPMENTS, CORP.**

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

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

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

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

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Kris Laura Developments, Corp..

\_\_\_\_\_  
*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**

Kris Laura Developments, Corp., a Michigan nonprofit corporation whose address is 2550 W. Boston Blvd., 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:

NEVANSTON LOT 133 E W GUENTHERS PARKWAY SUB NO 1 L43 P11 PLATS, W C R 21/623 35 X 135.55A  
Parcel ID: 21005152.

Commonly known as 11795 Evanston, 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).

**KRIS LAURA DEVELOPMENTS, CORP.**

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

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

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

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

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_, \_\_\_\_\_ of Kris Laura Developments, Corp..

\_\_\_\_\_  
*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
---



<p>When recorded return to and send subsequent tax bills to: Detroit Land Bank Authority; Attn: Executive Director 500 Griswold, Suite 1200 Detroit, Michigan 48226</p>	<p>Drafted by: Robert G Spence Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226</p>
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**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT D**

Release Of Interest

(see attached)



**RELEASE OF INTEREST IN REAL PROPERTY**

- 1. Kris Laura Developments, Corp. ("**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:

N EVANSTON LOT 121 E W GUENTHERS PARKWAY SUB NO 1 L43 P11 PLATS, W C R 21/623 35 X  
126.17A

Parcel ID: 21005140.

Commonly known as 11711 Evanston, 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, 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

**RELEASE OF INTEREST IN REAL PROPERTY**

1. Kris Laura Developments, Corp. ("**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:

N EVANSTON LOT 122 E W GUENTHERS PARKWAY SUB NO 1 L43 P11 PLATS , WCR 21/623 35 X  
126.95A

Parcel ID: 21005141.

Commonly known as 11719 Evanston, 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, 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

**RELEASE OF INTEREST IN REAL PROPERTY**

1. Kris Laura Developments, Corp. ("**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:

N EVANSTON LOT 123 E W GUENTHERS PARKWAY SUB NO 1 L43 P11 PLATS, W C R 21/623 35 X  
127.74A

Parcel ID: 21005142.

Commonly known as 11723 Evanston, 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, 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

**RELEASE OF INTEREST IN REAL PROPERTY**

1. Kris Laura Developments, Corp. ("**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 EVANSTON LOT 145 E W GUENTHERS PARKWAY SUB NO 2 L43 P10 PLATS, W C R 21/624 35 X  
100.18

Parcel ID: 21005108.

Commonly known as 11730 Evanston, 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, 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

**RELEASE OF INTEREST IN REAL PROPERTY**

1. Kris Laura Developments, Corp. ("**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 EVANSTON LOT 138 E W GUENTHERS PARKWAY SUB NO 2 L43 P10 PLATS, W C R 21/624 35 X  
100.18

Parcel ID: 21005101.

Commonly known as 11780 Evanston, 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, 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

**RELEASE OF INTEREST IN REAL PROPERTY**

1. Kris Laura Developments, Corp. ("**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:

N EVANSTON LOT 133 E W GUENTHERS PARKWAY SUB NO 1 L43 P11 PLATS, W C R 21/623 35 X  
135.55A

Parcel ID: 21005152.

Commonly known as 11795 Evanston, 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, Real Estate, Sales and Marketing**

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

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\_\_\_\_\_  
*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

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N EVANSTON E 6.21 FT IN FRT BG THE E 27.26 FT IN THE REAR OF LOT 134 E W GUENTHERS PARKWAY SUB NO 1 L43 P11 PLATS, W C R 21/623 35 BARRETT & WALSHS HARPER AVE SUB NO 1 L41 P8 PLATS, WCR 21/600 35 X 137.11

Parcel ID: 21005154.

Commonly known as 11809 Evanston, 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, 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

**03-07-2023**

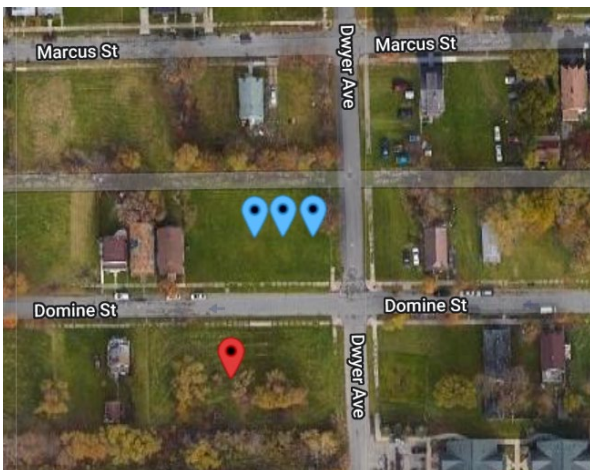
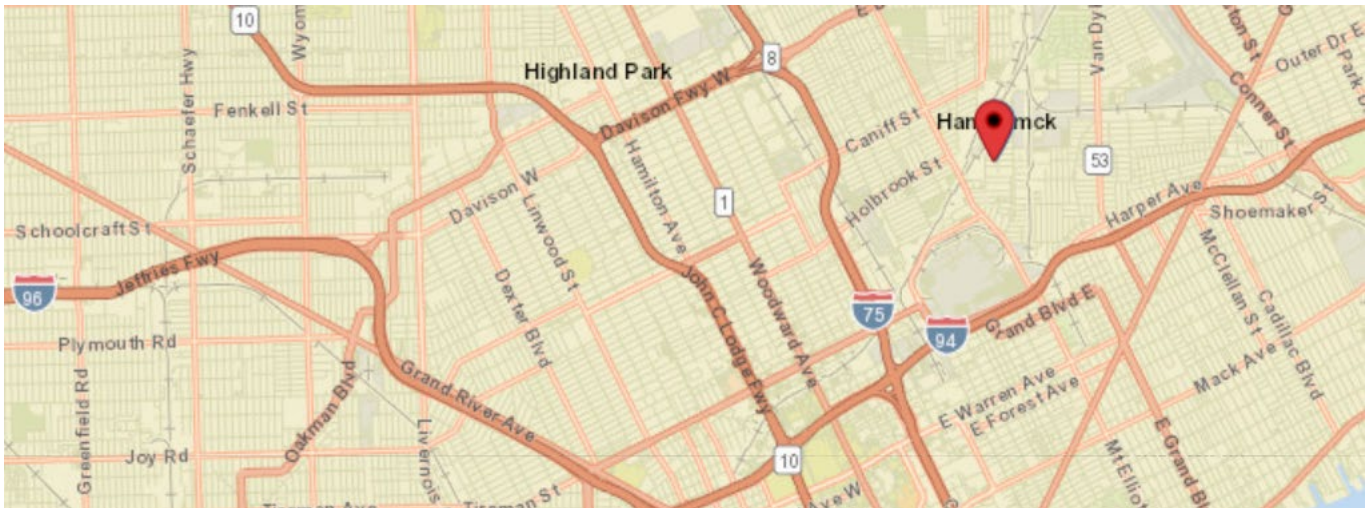
RESOLUTION APPROVING EXECUTIVE DIRECTOR TO ENTER INTO  
PURCHASE & DEVELOPMENT AGREEMENT WITH LOOKING AT THE  
WHOLE PICTURE FOUNDATION



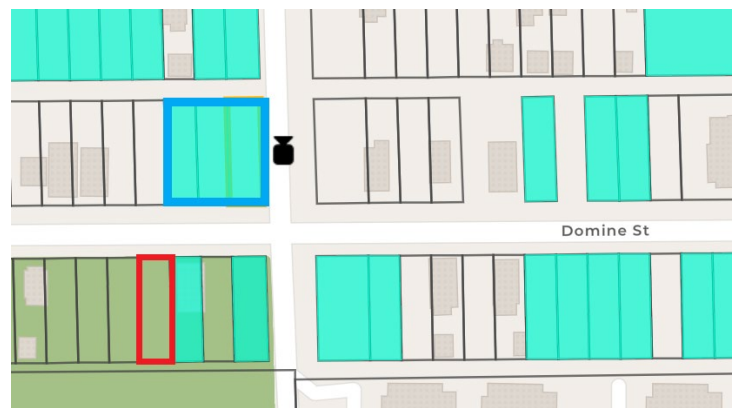
Detroit Land Bank Authority – Projects Deal Summary Sheet

<b>Project Name:</b> LATWPF Greenspace SWAP		<b>Agreement Type:</b> PA		<b>CP/ED:</b> CP	
<b>Principals:</b> Janice Banks / Looking at the Whole Picture Foundation			<b>Resolution:</b> Yes		
<b>Properties included in sale:</b> 6005 Domine, 5999 Domine, 5991 Domine					
<b>Adjacent Ownership:</b> 5986 Domine (SWAP)					
<b>Price Per square foot:</b> \$0.20			<b>Total Sq Ft of DLBA property included in sale:</b> 3000		
<b>Sale Price:</b> \$600		<b>Discount:</b> 50% CP		<b>Final Price:</b> \$300	
<b>5/50 Amount:</b>		<b>MSHDA Liens:</b> Discharged		<b>LRA:</b> Lyndon PCA	
<b>Zoning:</b> R1		<b>Region:</b> East		<b>City Council District:</b> 5	
<b>Neighborhood:</b> Airport Sub			<b>DLBA Project Manager:</b> Elena Luedy		
<b>Unresolved Inquiries?:</b>		<b># of Sales/Purchase Inquiries:</b>		<b>Marketing # of Offers:</b> N/A	

Project Map



Properties owned by applicant
 
 DLBA properties in application



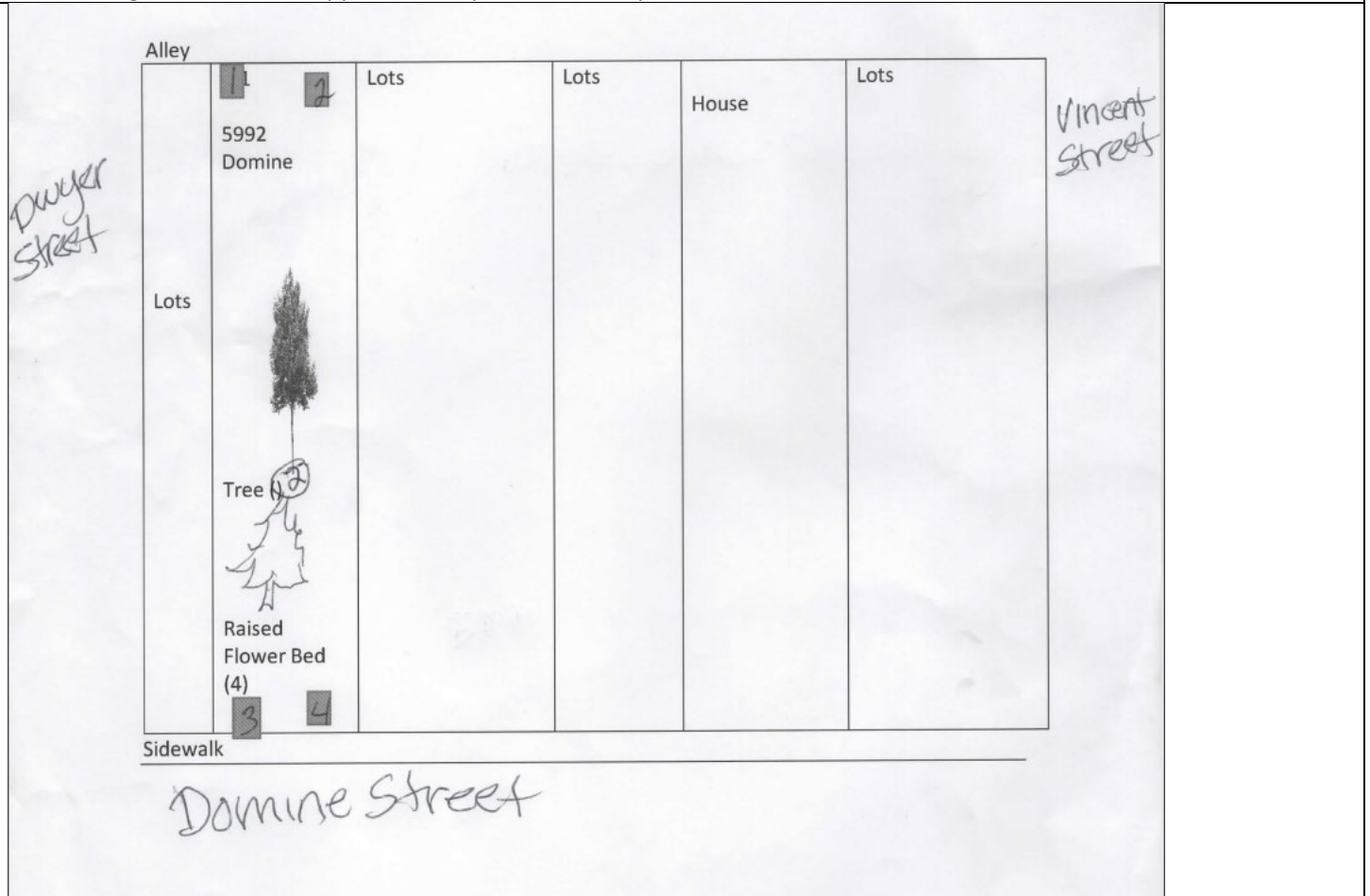
Properties owned by applicant
 
 DLBA properties in application
 

 Public Land
 
 Public Structure

## Project Summary

Looking at the whole picture foundation, a DLBA Community Partner was previously interested in purchasing 5992 Domine, the lot next to her current ownership. These properties are surrounded by private ownership of another organization, which is why we are proposing a property swap across the street. LATWPF would like to swap her parcel at 5986 Domine for two DLBA Parcels, 6005 Domine and 5991 Domine, and purchase the last adjacent lot, 5991 Domine. She would move her greenspace project to these properties.

Jean Belanger of DEGC has approved the pull from the Lyndon PCA Hold.



**RESOLUTION APPROVING EXECUTIVE DIRECTOR TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH LOOKING AT THE WHOLE PICTURE FOUNDATION**

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, Looking At The Whole Picture Foundation ("Purchaser") applied to acquire the DLBA-owned property identified in Exhibit A-1 to Exhibit 1 attached hereto (the "Property") and as partial consideration for the transaction, agreed to transfer to the DLBA the property identified in Exhibit A-2 to Exhibit 1; and

WHEREAS, the Purchase & Development Agreement negotiated between the DLBA and Purchaser attached hereto as Exhibit 1 (the "Agreement") sets forth the terms and conditions of this exchange of property and conditions sale of the Property on timely completion of the garden (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 Executive Director 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 Executive Director 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 Executive Director 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 28<sup>th</sup> day of March 2023.

DETROIT LAND BANK AUTHORITY:

BY ITS BOARD OF DIRECTORS

ERICA WARD GERSON, CHAIRPERSON

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



02/16/2023

Looking At The Whole Picture Foundation  
20022 Great Oaks Cir S  
Clinton Township, MI 48036

**RE: SALE OF PROPERTY**

Dear Looking At The Whole Picture Foundation:

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**") to Looking At The Whole Picture Foundation ("**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. If the Agreement requires approval by the DLBA Board of Directors and is not approved within 90 days, this offer will expire. Upon execution of the Agreement by DLBA, Purchaser shall effect closing according to Section 5 of the Agreement or 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.

**This offer to deal expires on March 09, 2023 if by such date the signed Purchase & Development Agreement has 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 Looking At The Whole Picture Foundation, a Michigan limited liability company whose address is 20022 Great Oaks Cir S, Clinton Township, Michigan 48036 ("**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-1 (the "**Property**"), in accordance with the terms and conditions of this Agreement.

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

(a) **Consideration.** The combination of the Consideration Land and Purchase Price are the consideration conveyed to DLBA in exchange for the Property.

(i) **Consideration Land.** The consideration for the Property is 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-2 (the "**Consideration Land**"). Purchaser will execute a deed transferring the Consideration Land to DLBA at the time of closing on the sale of the Property (the "**Closing**").

(ii) **Purchase Price.** The purchase price for the Property is \$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)) and the «DiscountReference».

(b) **Non-Refundable Earnest Money Deposit.** DLBA acknowledges that Purchaser has made a non-refundable earnest money deposit in the amount \$100.00 (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) **Discount.** Purchaser is eligible for a discount (the "**Discount**") reducing the Purchase Price by 50%. The Discount, totaling \$300.00, will be applied at Closing.

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

3. **Title.**

(a) **Title Fees.** Within 3 days after receiving notice that DLBA has countersigned the Agreement, Purchaser will remit payment of \$400.00 ("**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 \$750.00 (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. *[This Section intentionally left blank]*

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 Deeds.**

(i) 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-1. 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.

(ii) Purchaser will convey its interest in the Property to DLBA through a Quit Claim Deed (the "**Consideration Deed**"), substantially in the form attached to this Agreement as Exhibit B-2.

(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) **Consideration Land Taxes.** Purchaser will pay all property taxes assessed against the Consideration Land as of the Effective Date.

(ii) **Consideration Land Water Bills.** Purchaser will pay or otherwise cause to be eliminated any existing any existing Detroit Water and Sewerage Department balance for the Consideration Land.

(iii) **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.

(iv) **Purchaser's Reconveyance Deed.** Purchaser will execute a 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.

(v) **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).

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

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

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



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

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

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

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

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

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

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

losses, costs and expenses (including reasonable attorneys' fees and court costs incurred in connection with the enforcement of this indemnity) related to, resulting from, or in any way arising out of the physical condition of the Property or the ownership or operation of the Property prior to, on and after Closing. Purchaser's indemnification obligations set forth in this Section will survive Closing and will not be merged with the Deed.

**8. Limitation of Liability. Purchaser understands and acknowledges that DLBA has acquired the Property through foreclosure or similar process, DLBA has never occupied the Property, and DLBA has little or no direct knowledge about the physical condition of the Property. Purchaser agrees that Purchaser is buying the Property "as is" (as more fully set forth in Section 7 of this Agreement).**

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

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

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

(b) In the event the Property includes residential structural improvements, DLBA will provide the Purchaser with the Environmental Protection Agency pamphlet "Protect Your Family from Lead in Your Home" and the "Disclosure of Information on Lead-Based Paint

and Lead-Based Paint Hazards" (collectively, the "*Lead Paint Disclosures*"). At Closing, Purchaser will execute Lead Paint Disclosures, if applicable.

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

(a) With respect to the Consideration Land, Purchaser represents and warrants to Purchaser as follows:

(i) There is no pending litigation affecting all or any part of the Consideration Land or Seller's interest in the Consideration Land.

(ii) There are no uncorrected violations of any building codes and regulations, health codes, or zoning ordinances affecting the Consideration Land or the use or enjoyment of the Consideration Land.

(iii) There are no undisclosed or latent defects affecting the Consideration Land and any improvements on the Consideration Land.

(iv) There are no unrecorded interests of any persons or entities in and to the Consideration Land whatsoever (including but not limited to easements, profits, and licenses).

(v) There are no easements above the surface, at grade, or subsurface other than utility easements of record that would affect or interfere with Purchaser's use and enjoyment of the Consideration Land as determined by Purchaser.

(vi) There are no, and have been no, underground storage tanks or hazardous or toxic substances existing on, under, or above the Consideration Land as defined in any federal, state, or local law, regulation, rule, statute, or directive.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

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

(g) 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) 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.

(v) If Purchaser is not a natural person or persons, any change of 10% or more in the ownership or distribution of the stock 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)-(v) 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, janb1128@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: Daniel Stefanski  
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 with right legal effect.

(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 Looking At The Whole Picture Foundation have caused this Purchase & Development Agreement to be executed as of the Effective Date.

**DETROIT LAND BANK AUTHORITY**

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

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

**LOOKING AT THE WHOLE PICTURE  
FOUNDATION**

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

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

Signature page 1 of 1 of the Purchase & Development Agreement between DLBA and  
Looking At The Whole Picture Foundation for 5991, 5999, and 6005 Domine

## 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 365 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.

## EXHIBIT A-1

### The Property

N DOMINE Lot 235 CILIAX & DOMINE SUB L35 P30 PLATS, W C R 13/211 30 X 100

Parcel ID: 13004949.

Commonly known as 5991 Domine, Detroit, MI

N DOMINE Lot 234 CILIAX & DOMINE SUB L35 P30 PLATS, W C R 13/211 30 X 100

Parcel ID: 13004950.

Commonly known as 5999 Domine, Detroit, MI

N DOMINE Lot 233 CILIAX & DOMINE SUB L35 P30 PLATS, W C R 13/211 32.30 X 100

Parcel ID: 13004951.

Commonly known as 6005 Domine, Detroit, MI

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

## **EXHIBIT A-2**

### **The Consideration Land**

S DOMINE 265 CILIAX & DOMINE SUB L35 P30 PLATS, W C R 13/211 30 X 100

Parcel ID: 13004919.

Commonly known as 5986 Domine, Detroit, MI

## **EXHIBIT B-1**

Quit Claim Deed for the Property  
(see attached)

**QUIT CLAIM DEED**

The Detroit Land Bank Authority ("**DLBA**"), a Michigan public body corporate, whose address is 500 Griswold, Suite 1200, Detroit, Michigan, 48226, quit claims to Looking At The Whole Picture Foundation, a Michigan limited liability company ("**Grantee**"), whose address is 20022 Great Oaks Cir S, Clinton Township, Michigan 48036, the premises located in the City of Detroit, County of Wayne, and State of Michigan **commonly known as 5991, 5999, and 6005 Domine 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 Six Thousand Dollars and No Cents (\$6,000.00). This conveyance is exempt from taxes pursuant to MSA 7.456(5)(h)(i); MCL 207.505(h)(i), MSA 7.456(26)(h)(i); MCL 207.526(h)(i).

**Notice of Deed Restriction**

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

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

**DETROIT LAND BANK AUTHORITY**

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

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

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

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

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

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

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

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

When recorded return to and subsequent tax bills to: Looking At The Whole Picture Foundation 20022 Great Oaks Cir S Clinton Township , MI 48036	Drafted by: Robert G Spence Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226
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**EXHIBIT 1**

N DOMINE Lot 235 CILIAX & DOMINE SUB L35 P30 PLATS, W C R 13/211 30 X 100

Parcel ID: 13004949.

Commonly known as 5991 Domine, Detroit, MI

N DOMINE Lot 234 CILIAX & DOMINE SUB L35 P30 PLATS, W C R 13/211 30 X 100

Parcel ID: 13004950.

Commonly known as 5999 Domine, Detroit, MI

N DOMINE Lot 233 CILIAX & DOMINE SUB L35 P30 PLATS, W C R 13/211 32.30 X 100

Parcel ID: 13004951.

Commonly known as 6005 Domine, Detroit, MI

Exhibit 1 to Quit Claim Deed from Detroit Land Bank Authority to Gloryland Neighborhoods Development Corporation

## **EXHIBIT B-2**

Consideration Deed  
(see attached)



**QUIT CLAIM DEED**

Looking At The Whole Picture Foundation, a Michigan limited liability company, ("**Grantor**"), whose address is 20022 Great Oaks Cir S, Clinton Township, Michigan 48036, quit claims to the Detroit Land Bank Authority, a Michigan public body corporate ("**DLBA**"), whose address is 500 Griswold, Suite 1200, Detroit, Michigan, 48226, the following described premises located in the City of Detroit, County of Wayne, and State of Michigan:

S DOMINE 265 CILIAX & DOMINE SUB L35 P30 PLATS, W C R 13/211 30 X 100

Parcel ID: 13004919.

Commonly known as 5986 Domine, 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).

**LOOKING AT THE WHOLE PICTURE FOUNDATION**

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

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

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

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

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Looking At The Whole Picture Foundation.

\_\_\_\_\_  
*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 C**

Reconveyance Deed  
(see attached)

**QUIT CLAIM DEED**

Looking At The Whole Picture Foundation, a Michigan limited liability company, ("**Grantor**"), whose address is 20022 Great Oaks Cir S, Clinton Township, Michigan 48036, quit claims to the Detroit Land Bank Authority, a Michigan public body corporate ("**DLBA**"), whose address is 500 Griswold, Suite 1200, Detroit, Michigan, 48226, the following described premises located in the City of Detroit, County of Wayne, and State of Michigan:

Parcel 1: N DOMINE Lot 235 CILIAX & DOMINE SUB L35 P30 PLATS, W C R 13/211 30 X 100

Parcel ID: 13004949.

Commonly known as 5991 Domine, Detroit, MI

Parcel 2: N DOMINE Lot 234 CILIAX & DOMINE SUB L35 P30 PLATS, W C R 13/211 30 X 100

Parcel ID: 13004950.

Commonly known as 5999 Domine, Detroit, MI

Parcel 3: N DOMINE Lot 233 CILIAX & DOMINE SUB L35 P30 PLATS, W C R 13/211 32.30 X 100

Parcel ID: 13004951.

Commonly known as 6005 Domine, 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).

**LOOKING AT THE WHOLE PICTURE  
FOUNDATION**

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

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

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

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

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ of Looking At The Whole Picture Foundation.

\_\_\_\_\_  
*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 D**

Release Of Interest  
(see attached)

**RELEASE OF INTEREST IN REAL PROPERTY**

1. Looking At The Whole Picture Foundation ("**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:

Parcel 1: N DOMINE Lot 235 CILIAX & DOMINE SUB L35 P30 PLATS, W C R 13/211 30 X 100

Parcel ID: 13004949.

Commonly known as 5991 Domine, Detroit, MI

Parcel 2: N DOMINE Lot 234 CILIAX & DOMINE SUB L35 P30 PLATS, W C R 13/211 30 X 100

Parcel ID: 13004950.

Commonly known as 5999 Domine, Detroit, MI

Parcel 3: N DOMINE Lot 233 CILIAX & DOMINE SUB L35 P30 PLATS, W C R 13/211 32.30 X 100

Parcel ID: 13004951.

Commonly known as 6005 Domine, 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: \_\_\_\_\_

\_\_\_\_\_

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

**Jeanne Hanna**  
**Director, Real Estate, Sales and Marketing**

This document was acknowledged, subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jeanne Hanna, Director, Real Estate, Sales and Marketing, Detroit Land Bank Authority.

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

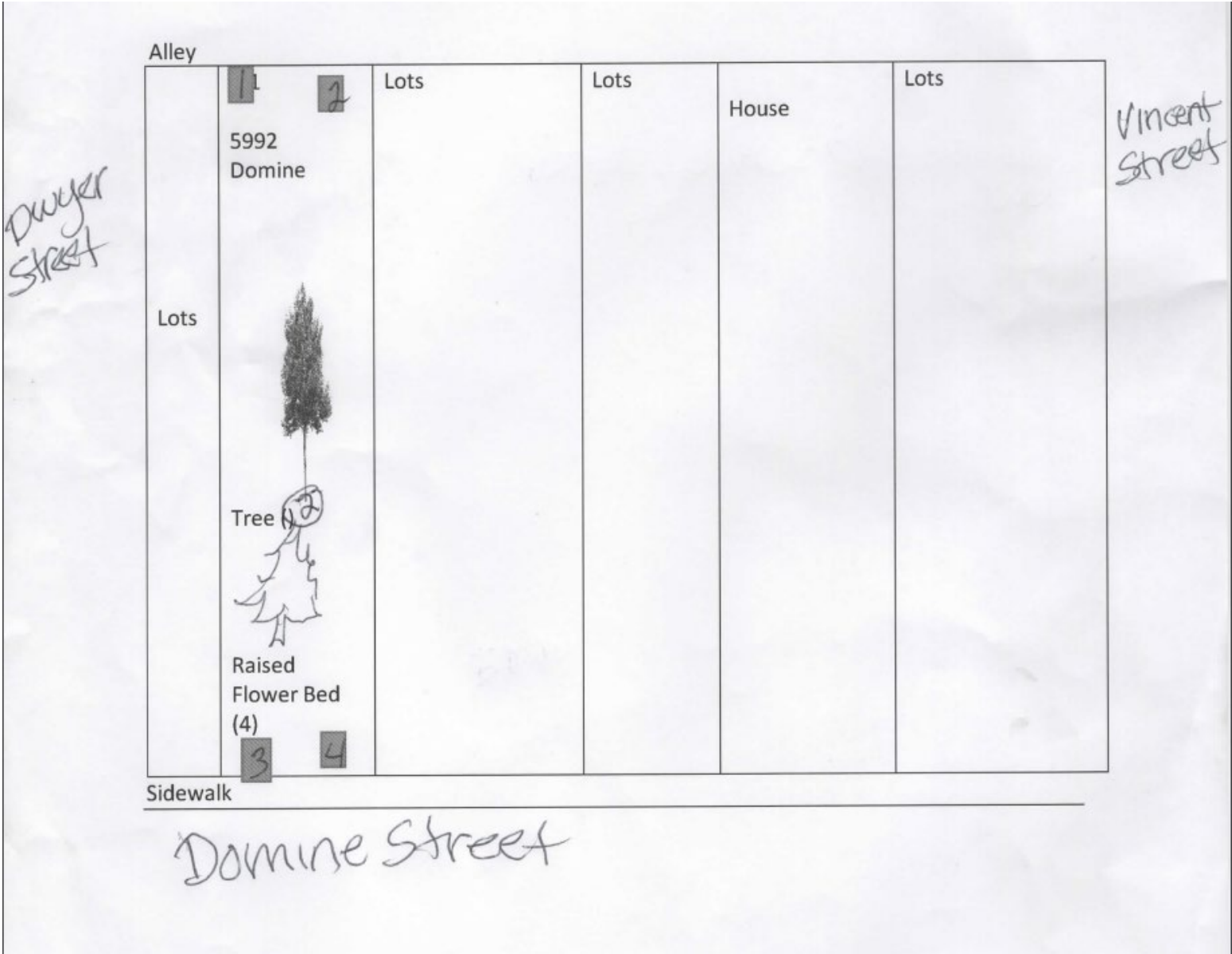
\_\_\_\_\_  
*Printed name of Notary*

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

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

**EXHIBIT E**

**SITE PLANS**



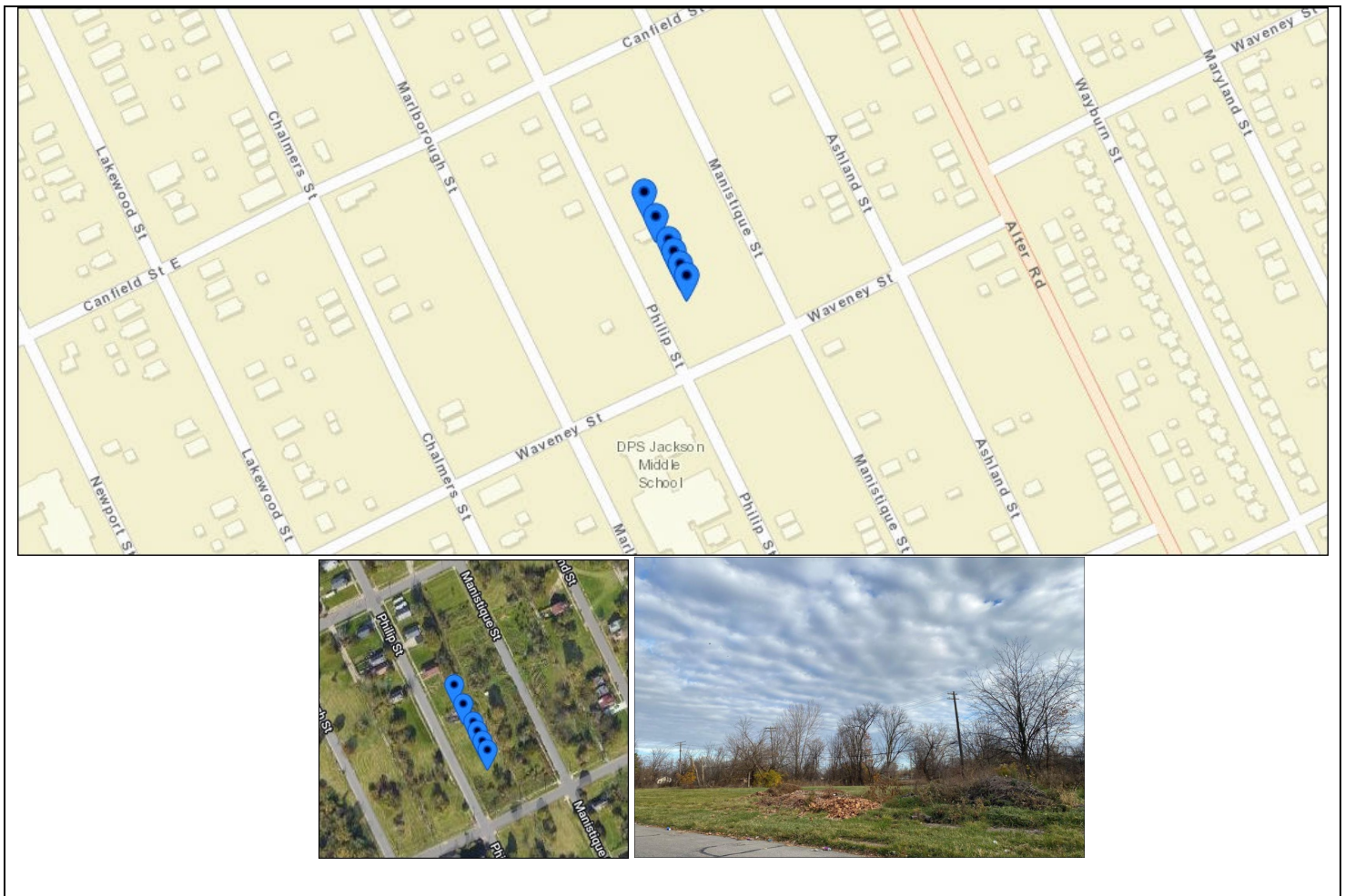
**03-08-2023**

RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO  
PURCHASE & DEVELOPMENT AGREEMENT WITH THE NINJA & THE  
SAXOPHONE TRUST

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

<b>Purchasing Entity:</b> The Ninja & The Saxophone Trust		<b>***Marketing***</b>
<b>Principal:</b> Patricia Seely		<b>Board Resolution:</b> Yes
<b>Properties included in sale:</b> 4364, 4350, 4340, 4334, 4326, 4320 Philip		
<b>Adjacent Ownership:</b>		
<b>Sale Price:</b> \$7,000		
<b>List Price:</b> \$7,000		<b>Listing Broker:</b> Bellababy Realty Tri Counties
<b>Time on Market:</b> 324 days		<b>Number of offers:</b> 1
<b>Square Feet of DLBA property included in sale:</b>		
<b>Zoning:</b> R2	<b>HRD/PDD/JET Region:</b> East	<b>City Council District:</b> 4
<b>Neighborhood:</b> Fox Creek		<b>DLBA Project Manager:</b> Nicole Scott

### Project Map



### Project Summary

Applicants would like to beautify and enhance neighborhood. Turn lots into urban garden with fruit and vegetables also offer a space for community events. Will work on plots simultaneously. They plan on inviting the neighbors to engage in the project. **POF: \$347,881 Chase Checking (Kamran Valanejad and Patricia Seely)**


**Estimated project costs: \$17,600 | estimated completion date: 12 months**



MILAGRO DETROIT GARDEN PHILIP  
 PLOT PLAN  
 1-17-21

180'

REAR (ALLEY)

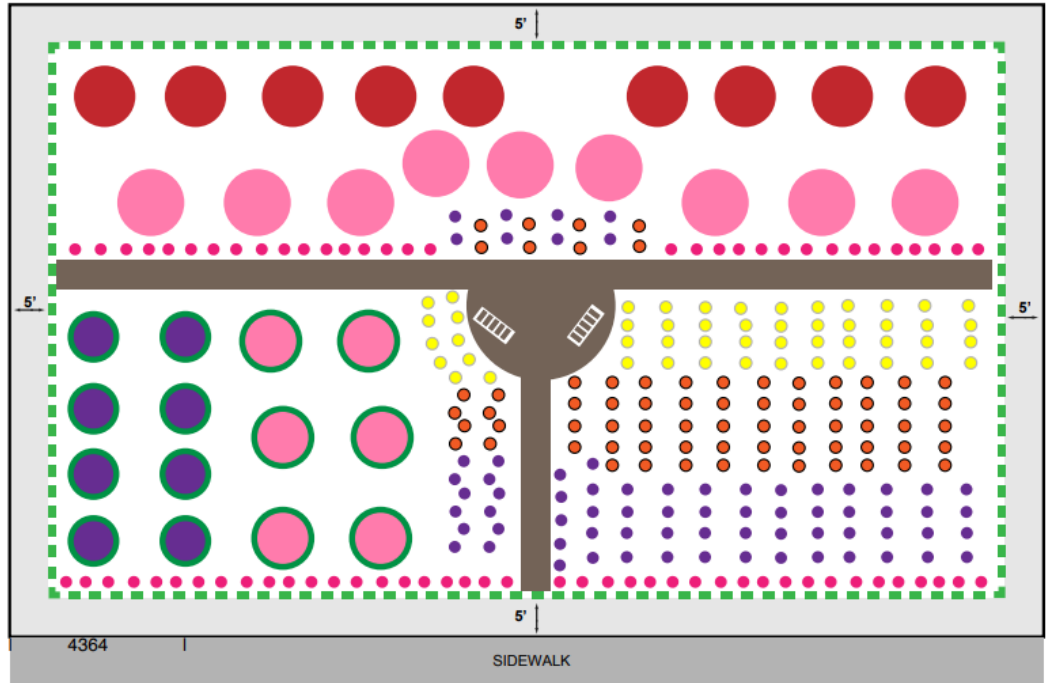


- LAVENDER
- BUTTERFLY BUSH
- EASTERN REDBUD
- CRABAPPLE
- STARGAZER LILLY
- MAGNOLIA
- LILAC
- SUNFLOWER
- ▤ BENCH

100'

4364 Philip St,  
 Detroit, MI 48215

6 Adjacent Parcels,  
 30' x 100' each:  
 4364, 4350, 4340, 4334, 4326,  
 & 4320 Philip St.  
 (this is as per the listing -  
 please note: a 6 adjacent  
 parcel plan is included in this  
 proposal, starting with 4364  
 Philip St. The addresses in the  
 listing do not appear to be  
 adjacent, but we would be very  
 interested in acquiring the  
 other properties at 4356 and  
 4346 as well if they are  
 available!)



SIDEWALK

PHILIP ST

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH THE NINJA & THE SAXOPHONE TRUST**

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 Ninja & The Saxophone Trust ("Purchaser") applied to purchase the property identified in Exhibit A to Exhibit 1 attached hereto (the "Property") to construct a community garden (the "Project"); and

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

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

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

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

Erica Ward Gerson  
Richard Hosey  
Miranda Morrow-Bartell

Patricia Pernell-Shelton  
Carol Walters

The Chairperson thereupon declared the resolution duly passed and adopted this 28th day of March 2023.

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

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

DETROIT LAND BANK AUTHORITY  
500 Griswold Street, Suite 1200  
Detroit, Michigan 48226



The Ninja & The Saxophone Trust  
21825 Avalon St  
St Clair Shores, MI 48080

**RE: SALE OF PROPERTY**

Dear The Ninja & The Saxophone Trust:

This letter constitutes an offer to deal by the Detroit Land Bank Authority (the "**DLBA**") to sell real property in the City of Detroit identified in Exhibit A of the attached Purchase & Development Agreement (the "**Agreement**") for \$7,000.00 to The Ninja & The Saxophone Trust ("**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 \$ 700.00, to serve as a "Non-Refundable Earnest Money Deposit" as contemplated by Section 2 of the Agreement. This deposit will be net against the Purchase Price at Closing as defined in the Agreement. If the Agreement requires approval by the DLBA Board of Directors and is not approved within 90 days, this offer will expire and the Deposit will be returned to the Purchaser in full. Upon execution of the Agreement by DLBA, Purchaser shall effect closing according to Section 5 of the Agreement or the deposit shall be forfeited, and any proposed terms or agreements between the parties including, but not limited to, this letter and the Agreement shall be null and void.

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

*If Purchaser will be delivering any 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 February 28, 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 The Ninja & The Saxophone Trust, a Trust whose address is 21825 Avalon St, St Clair Shores, Michigan 48080 ("**Purchaser**"), as of the Effective Date. The "**Effective Date**" of this Agreement will be the date of the last signature set forth below. DLBA and Purchaser are referred to from time to time in this Agreement individually as a "**Party**" and, together, as the "**Parties**."

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

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

(a) **Purchase Price.** The purchase price for the Property is \$7,000.00 (the "**Purchase Price**"). Purchaser will pay the Purchase Price in full at the time of closing on the sale of the Property (the "**Closing**"), less the amount of the Deposit (as defined in Subsection (b)).

(b) **Non-Refundable Earnest Money Deposit.** DLBA acknowledges that Purchaser has made a non-refundable earnest money deposit in the amount \$ 700.00 (the "**Deposit**"), and that this Deposit will be either (i) applied to the Purchase Price at Closing; or (ii) retained by DLBA if the transactions contemplated by this Agreement are not consummated for any reason.

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

3. **Title.** Prior to Closing, Purchaser may request that DLBA file and litigate a quiet title action in the Circuit Court of Wayne County, Michigan with respect to certain parts or all of the Property (the "**Quiet Title Action**") to remove any title defect or eliminate certain eligible liabilities. DLBA may, at its discretion, accept or decline Purchaser's request for any reason. The terms and conditions of DLBA's election to proceed with the Quiet Title Action will be memorialized by a separate agreement (the "**Title Services Agreement**") pursuant to which Purchaser would agree to authorize DLBA to file, litigate, and control the Quiet Title Action, cooperate with DLBA in the litigation of the Quiet Title Action and pay DLBA for its services in addition to all associated costs. The Closing Date terms set forth in Section 5 will in no way be extended or tolled until the Title Services Agreement is fully executed.

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, but, unless tolled according to the terms of Section 3, 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) **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 closes on the acquisition of more than nine parcels from DLBA within any 365-day period without approval from the Detroit City Council prior to the Release of Interest being recorded.

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

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

(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)-(vi) 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, ps@cykik.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 with right legal effect.

(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 Ninja & The Saxophone Trust have caused this Purchase & Development Agreement to be executed as of the Effective Date.

**DETROIT LAND BANK AUTHORITY**

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

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

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

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

**THE NINJA & THE SAXOPHONE TRUST**

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

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

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

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

Signature page 1 of 1 of the Purchase & Development Agreement between DLBA and The Ninja & The Saxophone Trust for 4320, 4326, 4334, 4340, 4350, and 4364 Philip

## 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.

## EXHIBIT A

### The Property

E PHILIP Lot 83 EDWIN LODGE SUB L35 P10 PLATS, W C R 21/463 30 X 100 Parcel ID: 21060220. Commonly known as 4320 Philip, Detroit, MI
E PHILIP Lot 84 EDWIN LODGE SUB L35 P10 PLATS, W C R 21/463 30 X 100 Parcel ID: 21060221. Commonly known as 4326 Philip, Detroit, MI
E PHILIP LOT 85 EDWIN LODGE SUB L35 P10 PLATS, W C R 21/463 30 X 100 Parcel ID: 21060222. Commonly known as 4334 Philip, Detroit, MI
E PHILIP LOT 86 EDWIN LODGE SUB L35 P10 PLATS, W C R 21/463 30 X 100 Parcel ID: 21060223. Commonly known as 4340 Philip, Detroit, MI
E PHILIP Lot 88 EDWIN LODGE SUB L35 P10 PLATS, W C R 21/463 30 X 100 Parcel ID: 21060225. Commonly known as 4350 Philip, Detroit, MI
E PHILIP Lot 90 EDWIN LODGE SUB L35 P10 PLATS, W C R 21/463 30 X 100 Parcel ID: 21060227. Commonly known as 4364 Philip, Detroit, MI

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



## **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 Ninja & The Saxophone Trust, a Trust whose address is 21825 Avalon St, St Clair Shores, Michigan 48080 ("**Grantee**"), the premises located in the City of Detroit, County of Wayne, and State of Michigan **commonly known as 4320, 4326, 4334, 4340, 4350, and 4364 Philip and more fully described in Exhibit 1** together with all and singular the tenements, hereditaments, fixtures, and appurtenances of that property, for the full consideration of Seven Thousand Dollars and No Cents (\$7,000.00). This conveyance is exempt from taxes pursuant to MSA 7.456(5)(h)(i); MCL 207.505(h)(i), MSA 7.456(26)(h)(i); MCL 207.526(h)(i).

**Notice of Deed Restriction**

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

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

**DETROIT LAND BANK AUTHORITY**

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

\_\_\_\_\_  
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 Ninja & The Saxophone Trust 21825 Avalon St St Clair Shores, MI 48080	Drafted by: Robert G Spence Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226
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**EXHIBIT 1**

E PHILIP Lot 83 EDWIN LODGE SUB L35 P10 PLATS, W C R 21/463 30 X 100 Parcel ID: 21060220. Commonly known as 4320 Philip, Detroit, MI
E PHILIP Lot 84 EDWIN LODGE SUB L35 P10 PLATS, W C R 21/463 30 X 100 Parcel ID: 21060221. Commonly known as 4326 Philip, Detroit, MI
E PHILIP LOT 85 EDWIN LODGE SUB L35 P10 PLATS, W C R 21/463 30 X 100 Parcel ID: 21060222. Commonly known as 4334 Philip, Detroit, MI
E PHILIP LOT 86 EDWIN LODGE SUB L35 P10 PLATS, W C R 21/463 30 X 100 Parcel ID: 21060223. Commonly known as 4340 Philip, Detroit, MI
E PHILIP Lot 88 EDWIN LODGE SUB L35 P10 PLATS, W C R 21/463 30 X 100 Parcel ID: 21060225. Commonly known as 4350 Philip, Detroit, MI
E PHILIP Lot 90 EDWIN LODGE SUB L35 P10 PLATS, W C R 21/463 30 X 100 Parcel ID: 21060227. Commonly known as 4364 Philip, Detroit, MI

Exhibit 1 to Quit Claim Deed from Detroit Land Bank Authority to The Ninja & The Saxophone Trust

## **EXHIBIT C**

Reconveyance Deed  
(see attached)

**QUIT CLAIM DEED**

The Ninja & The Saxophone Trust, a Trust whose address is 21825 Avalon St, St Clair Shores, Michigan 48080 ("**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 4320, 4326, 4334, 4340, 4350, and 4364 Philip and more fully described in Exhibit 1** together with all and singular the tenements, hereditaments, fixtures, and appurtenances of that property, for the full consideration of 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 NINJA & THE SAXOPHONE TRUST**

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

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

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

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

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ of The Ninja & The Saxophone Trust.

\_\_\_\_\_  
*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**

E PHILIP Lot 83 EDWIN LODGE SUB L35 P10 PLATS, W C R 21/463 30 X 100 Parcel ID: 21060220. Commonly known as 4320 Philip, Detroit, MI
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Exhibit 1 to Quit Claim Deed from The Ninja & The Saxophone Trust to Detroit Land Bank Authority

## **EXHIBIT D**

Release Of Interest  
(see attached)





**EXHIBIT 1**

E PHILIP Lot 83 EDWIN LODGE SUB L35 P10 PLATS, W C R 21/463 30 X 100 Parcel ID: 21060220. Commonly known as 4320 Philip, Detroit, MI
E PHILIP Lot 84 EDWIN LODGE SUB L35 P10 PLATS, W C R 21/463 30 X 100 Parcel ID: 21060221. Commonly known as 4326 Philip, Detroit, MI
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Exhibit 1 to Release of Interest from Detroit Land Bank Authority to The Ninja & The Saxophone Trust

## EXHIBIT E – SITE PLANS

MILAGRO DETROIT GARDEN PHILIP  
 PLOT PLAN  
 1-17-21

180'

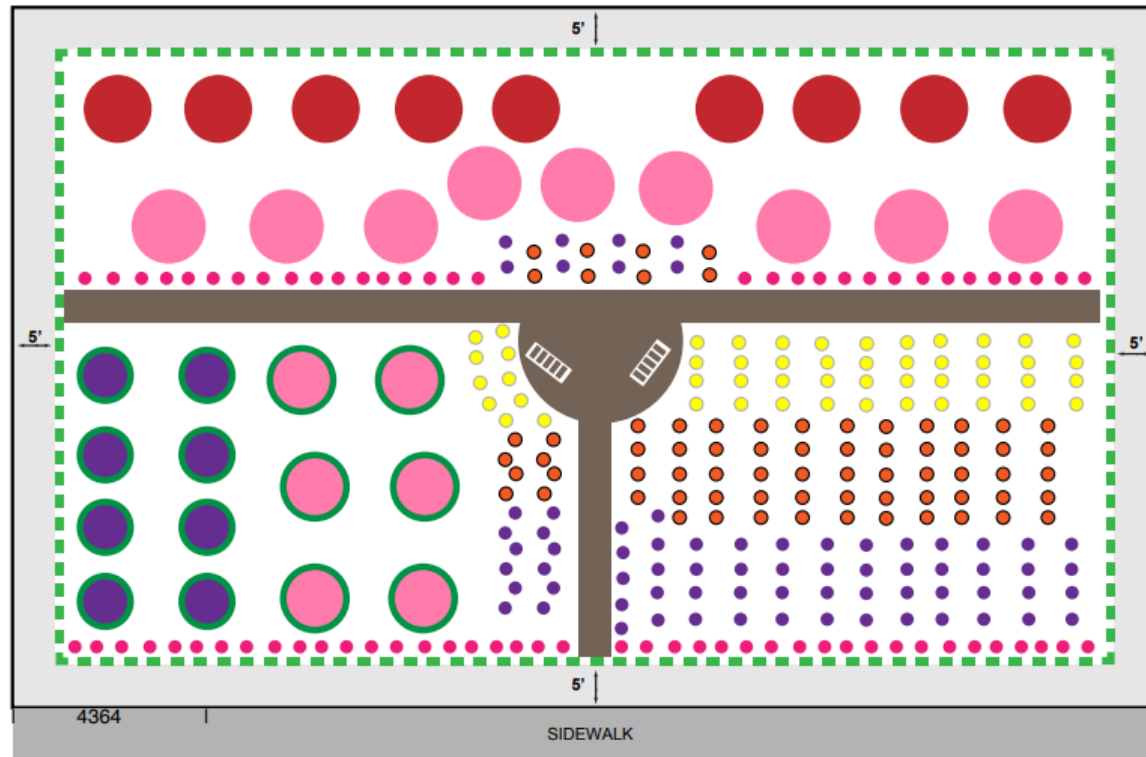
REAR (ALLEY)



**4364 Philip St,  
 Detroit, MI 48215**

6 Adjacent Parcels,  
 30' x 100' each:  
 4364, 4350, 4340, 4334, 4326,  
 & 4320 Philip St.  
 (this is as per the listing -  
 please note: a 6 adjacent  
 parcel plan is included in this  
 proposal, starting with 4364  
 Philip St. The addresses in the  
 listing do not appear to be  
 adjacent, but we would be very  
 interested in acquiring the  
 other properties at 4356 and  
 4346 as well if they are  
 available!)

100'



4364

SIDEWALK

PHILIP ST

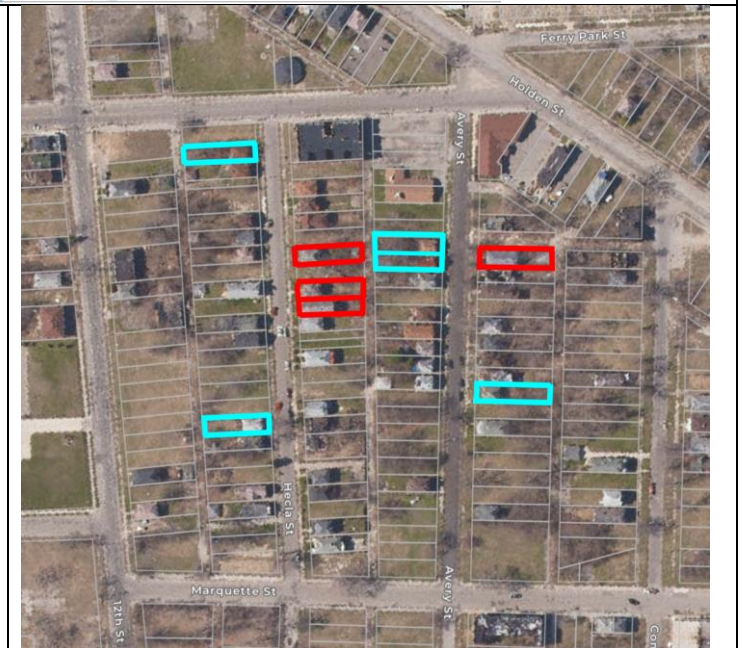
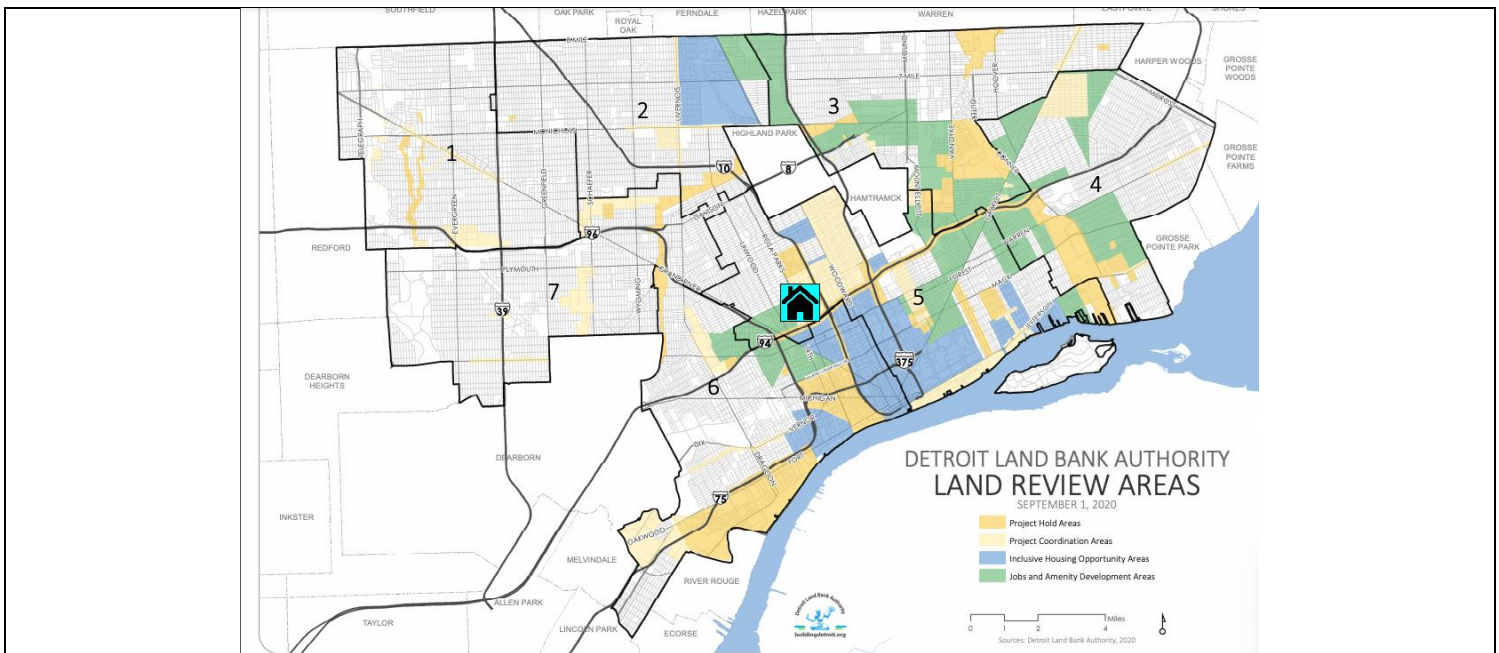
**03-09-2023**

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

Detroit Land Bank Authority – Projects Deal Summary Sheet

<b>Project Name:</b> NW Territories Elijah McCoy Bundle		<b>Agreement Type:</b> PA	<b>CP/ED:</b> ED
<b>Principals:</b> NW Territories LLC		<b>Resolution:</b> Yes	
<b>Properties included in sale:</b> 6166, 6211, and 6217 Avery and 6151 and 6247 Hecla			
<b>Adjacent Ownership:</b>			
<b>Price Per square foot:</b> \$9.50 (Stabilization), \$8.00 (OIN), \$6.00 (Demo Pull)		<b>Total Sq Ft of DLBA property included in sale:</b> 6,690	
<b>Sale Price:</b> \$50,539.00	<b>Discount:</b> --	<b>Final Price:</b> \$50,539.00	
<b>5/50 Amount:</b>	<b>MSHDA Liens:</b> N/A	<b>LRA:</b> None	
<b>Zoning:</b> R2	<b>Region:</b> Central	<b>City Council District:</b> 5	
<b>Neighborhood:</b> Elijah McCoy		<b>DLBA Project Manager:</b>	
<b>Unresolved Inquiries?:</b> No	<b># of Sales/Purchase Inquiries:</b> 0	<b>Marketing # of Offers:</b> N/A	

Project Map



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

## Project Summary

NW Territories LLC is targeting the Elijah McCoy neighborhood as part of its rehab to sell model. Applicant estimates a renovation costs per structure of \$140-175,000 and has over \$2 million in available funds to complete the renovations. If successful, applicant is interested in continuing to pursue projects in the neighborhood.

Address	Status	Floor Area	\$/ft	Price
6166 Avery	OIN	1,316	\$ 8.00	\$ 10,528.00
6211 Avery	OIN	1,227	\$ 8.00	\$ 9,816.00
6217 Avery	Demo Pull	1,357	\$ 6.00	\$ 8,142.00
6151 Hecla	Stabilization	1,518	\$ 9.50	\$ 14,421.00
6247 Hecla	Demo Pull	1,272	\$ 6.00	\$ 7,632.00
Total		6,690		\$ 50,539.00

DLBA Auctioned 6190 Avery at \$9.28/ft in 2022

## EXPERIENCE//NORTH END PORTFOLIO

601-605 E Bethune  
607-611 E Bethune  
7620 St Antoine

These properties were purchased in 2016 as a bundle under the same tax parcel. We secured construction financing and undertook a phased renovation lasting 12 months. Upon completion in 2017 all units were leased up in under 3 months and we self-managed the properties until they were sold in 2019.



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## EXPERIENCE//NORTH END PORTFOLIO

### 647 E Bethune

We purchased this property in January 2017 via the DLBA auction. After securing private financing we completed renovations in late 2017, leasing both units by the spring of 2018. The property was sold in 2019.



CARLO LIBURDI // 248.761.1531 // CLIBURDI@GMAIL.COM

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## EXPERIENCE//NORTH END PORTFOLIO

### 675 Mount Vernon

We purchased this 2-family property in 2017 via private sale. After securing private financing we started construction in early 2019, completing renovations by the end of the year. After managing the asset for 2 years we sold the property in December 2022.



CARLO LIBURDI // 248.761.1531 // CLIBURDI@GMAIL.COM

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH NW TERRITORIES 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, NW Territories LLC ("Purchaser") applied to purchase the property identified in Exhibit A to Exhibit 1 attached hereto (the "Property") to renovate the five single family homes 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 28th day of March 2023.

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

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



2/28/2023

NW Territories LLC  
5870 Glasgow  
Troy, MI 48085

**RE: SALE OF PROPERTY**

Dear NW Territories 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 \$50,539.00 to NW Territories LLC ("**Purchaser**") pursuant to the terms and conditions of the Agreement and, if required, subject to approval by the DLBA Board of Directors.

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

If Purchaser accepts the offer to deal, Purchaser shall, prior to March 02, 2023, electronically sign the Agreement and deliver a money order, cashier's check, or certified check payable to "Detroit Land Bank Authority" in the amount of \$5,053.90, to serve as a "Non-Refundable Earnest Money Deposit" as contemplated by Section 2 of the Agreement. This deposit will be net against the Purchase Price at Closing as defined in the Agreement. If the Agreement requires approval by the DLBA Board of Directors and is not approved within 90 days, this offer will expire and the Deposit will be returned to the Purchaser in full. Upon execution of the Agreement by DLBA, Purchaser shall effect closing according to Section 5 of the Agreement or the deposit shall be forfeited, and any proposed terms or agreements between the parties including, but not limited to, this letter and the Agreement shall be null and void.

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

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

**This offer to deal expires on March 02, 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 NW Territories LLC, a Michigan limited liability company whose address is 5870 Glasgow, Troy, Michigan 48085 ("**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 \$50,539.00 (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 \$5,053.90 (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 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 Distribution.** Purchaser acknowledges that DLBA is entitled to the distribution of an amount equal to 50% of the property taxes collected on the property for the 5 tax years subsequent to transferring ownership of the Property. The tax distribution may be incompatible with tax abatements and lot combinations that are otherwise available to Purchaser and could prevent Purchaser from obtaining such abatements or lot combinations unless waived. DLBA will waive its right to the tax distribution for purchasers seeking such tax abatements or lot

combinations in exchange for a payment in addition to the Purchase Price. The waiver may be granted at Closing or any time thereafter upon payment by Purchaser.

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

8. **Limitation of Liability.** Purchaser understands and acknowledges that DLBA has acquired the Property through foreclosure or similar process, DLBA has never occupied the Property, and DLBA has little or no direct knowledge about the physical condition of the Property. Purchaser agrees that Purchaser is buying the Property "as is" (as more fully set forth in Section 7 of this Agreement).

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

**equitable principle, theory, or cause of action arising out of or related in any way to any claim relating to this Agreement or the transfer of the Property to Purchaser, including the condition of the title.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) When Purchaser considers all work on a Project to be complete, it will so notify DLBA. DLBA will thereafter make or cause to be made such inspection or, at DLBA's election, request that Purchaser provide any further documentation of completion of the Project. Upon DLBA's determination that the Project is complete, DLBA will record with the Wayne County, Michigan Register of Deeds a Release of Interest, substantially in the form attached to

this Agreement as Exhibit D (each a "**Release of Interest**"), which will be conclusive acknowledgment by DLBA of Purchaser's satisfaction of its obligations under this Section. If DLBA determines the Project is not complete, DLBA will so notify Purchaser in writing indicating in what respects Purchaser has failed to implement the Project or is otherwise in default, and what measures and acts Purchaser will take or perform to cure such nonconformity or default. Purchaser will thereafter promptly complete the Project.

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

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

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

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

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

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

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

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

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

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

(b) **Failure to Cure Default.** Any such Default by Purchaser as set forth in Section 12(a)(i)-(iii) and Purchaser's failure to cure such Default within 30 days after written demand by DLBA to correct said Default will be deemed to constitute an **Event of Default**. In the



event Purchaser is in good faith contesting any amount due under Section 12(a)(ii), the Purchaser may, in lieu of paying said amount, deposit said amount in an escrow account which will be disbursed upon the resolution of the dispute, or if the amount relates to a construction lien, the Purchaser may bond over the lien in the manner prescribed by law. Any Default pursuant to Sections 12(a)(iv)-(vii) are hereby deemed to be material, non-curable *Event of Default* without the necessity of any notice by DLBA to Purchaser thereof. DLBA may, in its sole discretion, waive in writing any Default or Event of Default by the Purchaser.

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

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

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

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

(ii) take immediate possession of the Property;

(iii) enter and secure the Property;

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

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

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

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

14. **Post-Closing Property Inspection.** Purchaser will permit agents of DLBA, its investigators, or law enforcement officials to inspect the Property, without notice, until a

Reconveyance Deed or Release of Interest has been recorded for each Property to verify compliance with Purchaser's obligations in Section 11.

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

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

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

Notice to Purchaser should be sent to the address above set forth, [cliburdi@terranovusdevelopment.com](mailto:cliburdi@terranovusdevelopment.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: Robert Spence  
500 Griswold Street, Suite 1200  
Detroit, Michigan 48226  
[rspence@detroitlandbank.org](mailto:rspence@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 NW Territories 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

**NW TERRITORIES LLC**

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

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

Signature page 1 of 1 of the Purchase & Development Agreement between DLBA and NW Territories LLC for 6166, 6211, and 6217 Avery and 6151 and 6247 Hecla

## APPENDIX 1

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

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

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

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

C. **Within 180 days after Closing**, Purchaser will deliver copies of permit applications submitted to the City of Detroit Buildings, Safety Engineering and Environmental Department ("**BSEED**") for work which, upon completion, will be sufficient to return the property to productive use.

D. **Within 540 days after Closing**, Purchaser will, for each structure, deliver copies of Certificates of Acceptance as issued by BSEED for all permits necessary to return the Property to productive use.

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

## PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT A

### The Property

E AVERY 80 E I & A K STIMSONS SUB L10 P31 PLATS, W C R 8/75 30 X 136 Parcel ID: 08007094. Commonly known as 6166 Avery, Detroit, MI
W AVERY 9 BLK C HAMLIN & FORDYCES SUB L16 P10 PLATS, W C R 8/76 30 X 120.42A Parcel ID: 08007114. Commonly known as 6211 Avery, Detroit, MI
W AVERY LOT 8 BLK C HAMLIN & FORDYCES SUB L16 P10 PLATS, W C R 8/76 30 X 121.52A Parcel ID: 08007113. Commonly known as 6217 Avery, Detroit, MI
W HECLA LOT 35 BLK B HAMLIN & FORDYCES SUB L16 P10 PLATS, W C R 8/76 30 X 120.33A Parcel ID: 08006365. Commonly known as 6151 Hecla, Detroit, MI
W HECLA 51 BLK B HAMLIN & FORDYCES SUB L16 P10 PLATS, W C R 8/76 30 X 129.09A Parcel ID: 08006349. Commonly known as 6247 Hecla, 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 NW Territories LLC, a Michigan limited liability company whose address is 5870 Glasgow, Troy, Michigan 48085 ("**Grantee**"), the premises located in the City of Detroit, County of Wayne, and State of Michigan **commonly known as 6166, 6211, and 6217 Avery and 6151 and 6247 Hecla 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 Fifty Thousand Five Hundred Thirty Nine Dollars and No Cents (\$50,539.00). This conveyance is exempt from taxes pursuant to MSA 7.456(5)(h)(i); MCL 207.505(h)(i), MSA 7.456(26)(h)(i); MCL 207.526(h)(i).

**Notice of Deed Restriction**

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

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

**DETROIT LAND BANK AUTHORITY**

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

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

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

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

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

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

Notary Public, State of Michigan, County of: \_\_\_\_\_;

Acting in the County of: \_\_\_\_\_

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

When recorded return to and subsequent tax bills to: NW Territories LLC 5870 Glasgow Troy, MI 48085	Drafted by: Robert G Spence Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226
--	---



**EXHIBIT 1**

E AVERY 80 E I & A K STIMSONS SUB L10 P31 PLATS, W C R 8/75 30 X 136 Parcel ID: 08007094. Commonly known as 6166 Avery, Detroit, MI
W AVERY 9 BLK C HAMLIN & FORDYCES SUB L16 P10 PLATS, W C R 8/76 30 X 120.42A Parcel ID: 08007114. Commonly known as 6211 Avery, Detroit, MI
W AVERY LOT 8 BLK C HAMLIN & FORDYCES SUB L16 P10 PLATS, W C R 8/76 30 X 121.52A Parcel ID: 08007113. Commonly known as 6217 Avery, Detroit, MI
W HECLA LOT 35 BLK B HAMLIN & FORDYCES SUB L16 P10 PLATS, W C R 8/76 30 X 120.33A Parcel ID: 08006365. Commonly known as 6151 Hecla, Detroit, MI
W HECLA 51 BLK B HAMLIN & FORDYCES SUB L16 P10 PLATS, W C R 8/76 30 X 129.09A Parcel ID: 08006349. Commonly known as 6247 Hecla, Detroit, MI

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

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT C**

Reconveyance Deed  
(see attached)

**QUIT CLAIM DEED**

NW Territories LLC, a Michigan limited liability company whose address is 5870 Glasgow, Troy, Michigan 48085 ("**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 AVERY 80 E I & A K STIMSONS SUB L10 P31 PLATS, W C R 8/75 30 X 136

Parcel ID: 08007094.

Commonly known as 6166 Avery, 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).

**NW TERRITORIES LLC**

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

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

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

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

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ of NW Territories 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**

NW Territories LLC, a Michigan limited liability company whose address is 5870 Glasgow, Troy, Michigan 48085 ("**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 AVERY 9 BLK C HAMLIN & FORDYCES SUB L16 P10 PLATS, W C R 8/76 30 X 120.42A

Parcel ID: 08007114.

Commonly known as 6211 Avery, 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).

**NW TERRITORIES LLC**

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

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

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

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

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ of NW Territories 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**

NW Territories LLC, a Michigan limited liability company whose address is 5870 Glasgow, Troy, Michigan 48085 ("**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 AVERY LOT 8 BLK C HAMLIN & FORDYCES SUB L16 P10 PLATS, W C R 8/76 30 X 121.52A  
Parcel ID: 08007113.

Commonly known as 6217 Avery, 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).

**NW TERRITORIES LLC**

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

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

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

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

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_, \_\_\_\_\_ of NW Territories 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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**QUIT CLAIM DEED**

NW Territories LLC, a Michigan limited liability company whose address is 5870 Glasgow, Troy, Michigan 48085 ("**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 HECLA LOT 35 BLK B HAMLIN & FORDYCES SUB L16 P10 PLATS, W C R 8/76 30 X 120.33A

Parcel ID: 08006365.

Commonly known as 6151 Hecla, 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).

**NW TERRITORIES LLC**

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

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

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

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

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ of NW Territories 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**

NW Territories LLC, a Michigan limited liability company whose address is 5870 Glasgow, Troy, Michigan 48085 ("**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 HECLA 51 BLK B HAMLIN & FORDYCES SUB L16 P10 PLATS, W C R 8/76 30 X 129.09A

Parcel ID: 08006349.

Commonly known as 6247 Hecla, 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).

**NW TERRITORIES LLC**

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

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

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

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

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

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ of NW Territories 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
---

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT D**

Release Of Interest

(see attached)







**RELEASE OF INTEREST IN REAL PROPERTY**

1. NW Territories LLC ("**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:

W AVERY LOT 8 BLK C HAMLIN & FORDYCES SUB L16 P10 PLATS, W C R 8/76 30 X 121.52A

Parcel ID: 08007113.

Commonly known as 6217 Avery, 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, 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

**RELEASE OF INTEREST IN REAL PROPERTY**

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W HECLA LOT 35 BLK B HAMLIN & FORDYCES SUB L16 P10 PLATS, W C R 8/76 30 X 120.33A

Parcel ID: 08006365.

Commonly known as 6151 Hecla, 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, 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



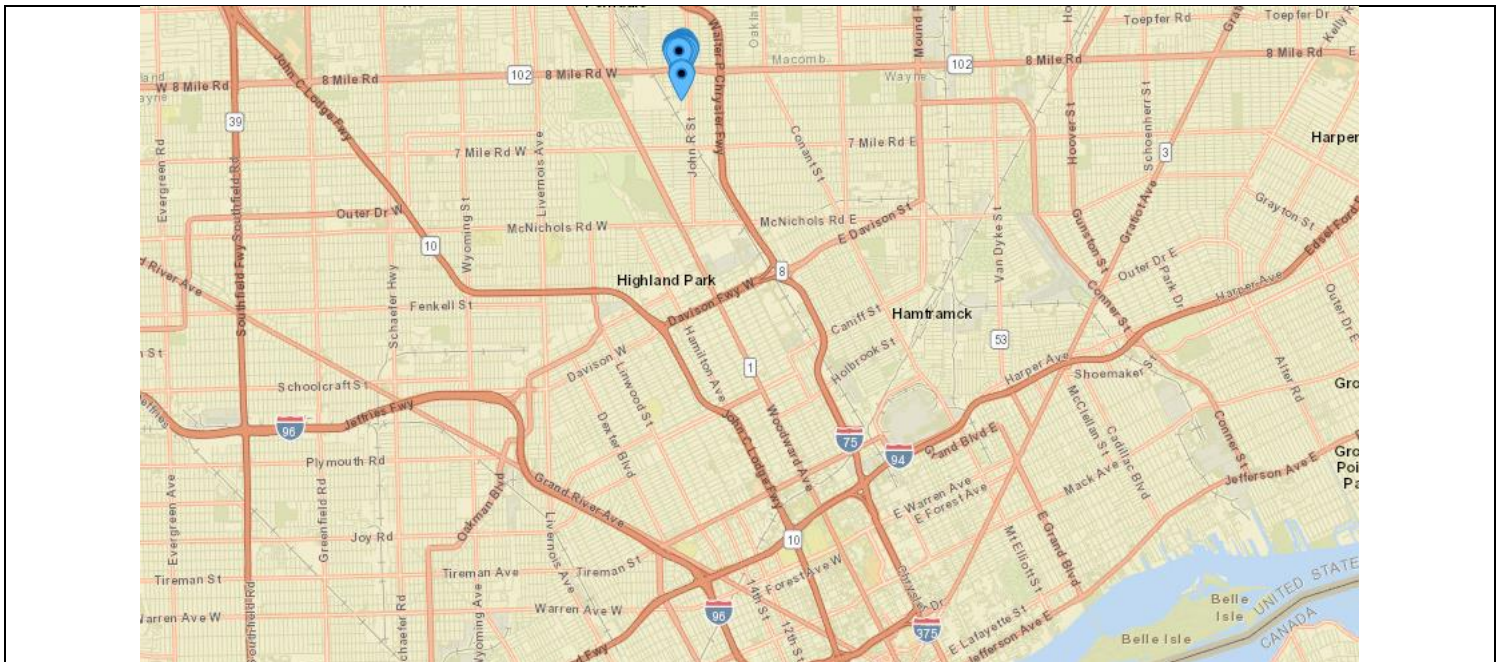
**03-10-2023**

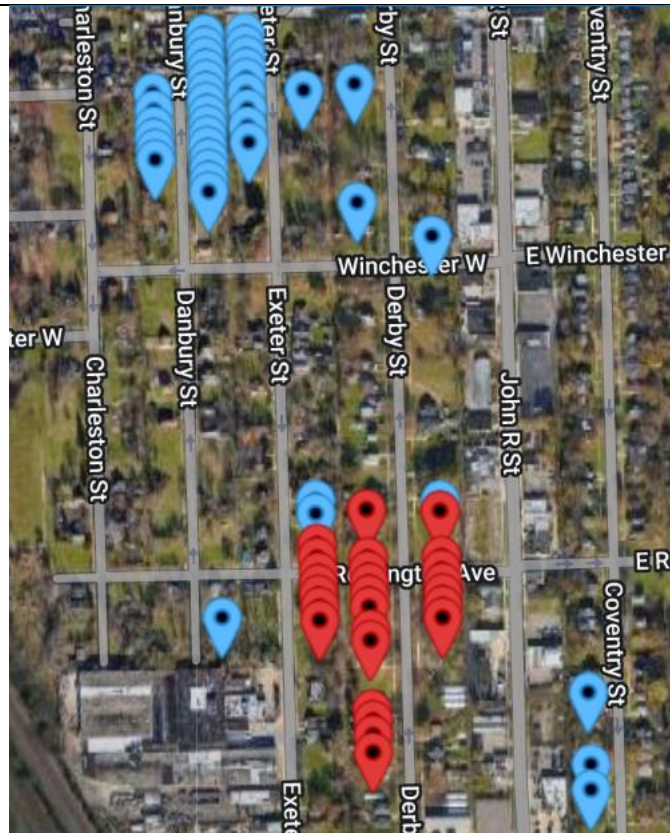
RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO  
OPTION TO PURCHASE & DEVELOP AND AGREEMENT TO MAINTAIN  
PROPERTY WITH RESCUE MI NATURE NOW, INC.

Detroit Land Bank Authority – Projects Deal Summary Sheet

<b>Project Name:</b> Forest Therapy For All Ages: Four Season Soils and Canopy Enhancement		<b>Agreement Type:</b> Option Agreement	<b>CP/ED:</b> CP
<b>Purchasing Entity:</b> Rescue MI Nature Now		<b>Resolution:</b> Yes (Council)	
<b>Properties included in sale:</b> 20495 Exeter, 20477 Exeter, 20487 Exeter, 20451 Exeter, 20438 Danbury, 20444 Danbury, 20476 Danbury, 20496 Danbury, 20405 Derby, 19921 Coventry, 20108 Derby, 20260 Derby, 20470 Exeter, 20503 Exeter, 20467 Exeter, 20441 Exeter, 20450 Danbury, 20464 Danbury, 20469 Danbury, 20023 Danbury, 20424 Danbury, 20430 Danbury, 20500 Danbury, 20482 Danbury, 20470 Danbury, 20100 Exeter, 19981 Coventry, 20431 Danbury, 20439 Danbury, 20447 Danbury, 20451 Danbury, 20461 Danbury, 20473 Derby, 20461 Exeter, 20110 Exeter, 20491 Exeter, 20410 Danbury, 20418 Danbury, 20458 Danbury, 20490 Danbury, 19941 COVENTRY, 20426 Danbury			
<b>Adjacent Ownership:</b> 19969 Derby, 19975 Derby, 20026 Derby, 20030 Derby, 20040 Derby, 20046 Derby, 20054 Derby, 20062 Derby, 20100 Derby, 20101 Derby, 20015 Derby, 20021 Derby, 20033 Derby, 20039 Derby, 20047 Derby, 20055 Derby, 20063 Derby, 20071 Derby; 19926, 20026 Exeter , 20032 Exeter, 20038 Exeter, 20046 Exeter, 20052 Exeter, 20060 Exeter, 20070 Exeter, 19949 Derby, 19959 Derby			
<b>Price Per square foot:</b> .20		<b>Total Sq Ft of DLBA property included in sale:</b> 163,446	
<b>Sale Price:</b> \$32,689.24	<b>Discount:</b> 50% CP	<b>Final Price:</b> \$16,344.62	
<b>5/50 Amount:</b>		<b>MSHDA Liens:</b> None	<b>LRA:</b> None
<b>Zoning:</b> R2	<b>Region:</b> East	<b>City Council District:</b> 3	
<b>Neighborhood:</b> Nolan		<b>DLBA Project Manager:</b> Elena Luedy	
<b>Unresolved Inquiries?:</b>	<b># of Sales/Purchase Inquiries:</b>	<b>Marketing # of Offers:</b> N/A	

Project Map





Properties owned by applicant
  DLBA properties in application

**Project Summary:**

Rescue MI Nature Now, a DLBA Community Partner would like to purchase 37 properties in the Nolan Neighborhood to create a therapy forest. The National Fish and Wildlife Foundation has approved a grant of \$189,304.23 for the project pending successful completion of their programmatic and fiscal review process. They anticipate development costs to be \$189,000.

They have received letters of support for this project from Eric Candela of Tree Equity Partnerships, Shirley Bonner of Keep it Clean Block Club, Councilman Scott Benson, Danny Sanson of SterlingGroup, and Paul Draus Professor of Sociology at the University of Michigan-Dearborn. They have letters of funding support and donations from PlantWise (\$58,500) have contracted the firm of Lambert, Rotherstein & Associates to provide planning, site design, construction documentation services, support to community engagement and permitting and project management services.

The properties will be maintained with support from a local landscaping company that supports their Derby site currently with collaboration through their youth program. Some funding for long term maintenance would still need to be allocated. The design of the Therapy Forest is meant to be a self-sustainable site with normal maintenance, like cuts, tree watering (as trees mature), debris pick up and removal would be done and supported by their youth program and partnership with universities.

Previous projects include: 20032 Exeter, 20038 Exeter, 20046 Exeter, 20052 Exeter, 20060 Exeter, 20070 Exeter, 19949 Derby, 19959 Derby (Project 1) which was completed in 2020 19969 Derby, 19975 Derby, 20026 Derby, 20030 Derby, 20040 Derby, 20046 Derby, 20054 Derby, 20062 Derby, (Phase 1 of Project 2) which is in compliance, 20027 Derby (structure) in compliance with compliance team 20100 Derby, 20101 Derby, 20015 Derby, 20021 Derby, 20033 Derby, 20039 Derby, 20047 Derby, 20055 Derby, 20063 Derby, 20071 Derby; 19926, 20026 Exeter (Phase 2 Project 2) closed 6/13/2022 **Project would require design approval, special land use hearing, and city council approval.**





Phase 1 project 2 photo update as of 6/30/22



**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO OPTION TO PURCHASE & DEVELOP AND AGREEMENT TO MAINTAIN PROPERTY WITH RESCUE MI NATURE NOW, 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, Rescue MI Nature Now, Inc. ("Purchaser") applied to purchase the property identified in Exhibit A to Exhibit 1 attached hereto (the "Property") to create a therapy forest (the "Project"); and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE DETROIT LAND BANK AUTHORITY, that the Chief Executive Officer is authorized to (1) negotiate, sign, and enter into an Agreement substantially in the form attached hereto as Exhibit 1, on behalf of the Detroit Land Bank Authority with such changes as the Chief Executive Officer may deem necessary or appropriate in her sole discretion, so long as they do not substantially increase the liabilities imposed upon the Detroit Land Bank Authority, and (2) sell the Property to Purchaser, provided that this resolution is expressly subject to the condition that, pursuant to the Second Amended Memorandum of Understanding between the City of Detroit and the Detroit Land Bank Authority, prior to the transfer, the Detroit City Council authorizes the DLBA to transfer the Property 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. 3-10-2023**

The Chairperson thereupon declared the resolution duly passed and adopted this 28th day of March 2023.

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

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



3/9/2023

Rescue MI Nature Now, Inc.  
19984 Derby  
Detroit, MI 48203

**RE: SALE OF PROPERTY**

Dear Rescue MI Nature Now, Inc.:

This letter constitutes an offer to deal by the Detroit Land Bank Authority (the "**DLBA**") to grant an option to sell real property in the City of Detroit identified in Exhibit A of the attached Option to Purchase and Develop and Agreement to Maintain Property (the "**Agreement**") for \$32,689.24, less a 50% discount, to Rescue MI Nature Now, Inc. ("**Optionee**") pursuant to the terms and conditions of the attached Agreement and subject to approval by the DLBA Board of Directors.

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

If Optionee accepts the offer to deal, Optionee shall, prior to March 10, 2023, electronically sign the Agreement and deliver a money order, cashier's check, or certified check payable to "Detroit Land Bank Authority" in the amount of \$1,634.46, to serve as a "Option Fee" as contemplated by Section 2 of the Agreement. If the Optionee exercises the option and enters into the Purchase & Development Agreement in Exhibit II (the "**Purchase Agreement**"), this Option Fee will be net against the Purchase Price according to the terms of Section 2 of the Agreement. If the Agreement is not approved by the DLBA Board of Directors within 90 days of DLBA's receipt of the signed Agreement and Option Fee, this offer will expire and the Option Fee shall be returned to the Optionee in full.

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

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

**This offer to deal expires on March 10, 2023 if by such date the signed Agreement and Option Fee have not been delivered to DLBA.**

**DETROIT LAND BANK AUTHORITY**

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

This Option to Purchase and Develop and Agreement to Maintain Property (this "*Agreement*") is entered by and between the Detroit Land Bank Authority, a Michigan public body corporate, whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan 48226 ("*DLBA*"), and Rescue MI Nature Now, Inc., a Michigan nonprofit corporation whose address is 19984 Derby, Detroit, Michigan 48203 ("*Optionee*"), as of the Effective Date. The "*Effective Date*" of this Agreement will be the date of the last signature date set forth below. DLBA and Optionee are referred to from time to time in this Agreement individually as a "*Party*" and, together, as the "*Parties*."

### **RECITALS**

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

B. WHEREAS, Optionee's application or proposed use of all or some portion of the Property (the "*Proposed Use*") requires additional submissions or further information, more fully described as "*Compliance*" in Section 3 below; and

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

### **AGREEMENT**

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

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

2. **Option Fee.**

(a) **Fee.** DLBA acknowledges that Optionee has paid an option fee of \$1,634.46 (the "*Option Fee*").

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

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

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

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

(a) **Preliminary Plan Review.** Optionee must schedule and complete a Preliminary Plan Review meeting with the City of Detroit Buildings, Safety Engineering and Environmental Department (the "**PPR Meeting**"). Optionee will provide notice of the date and time of the PPR Meeting to DLBA at least 5 business days prior to the PPR Meeting. Optionee must incorporate any required modifications to the Site Plans as indicated by any City departments in attendance at the PPR Meeting. Optionee will provide copies of all such modifications to the DLBA.

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

(c) **Design Review.** If Optionee's Proposed Use includes any structures, as defined by the Detroit Zoning Ordinance, Optionee must develop, submit, and receive approval for a complete design package (the "**Design Package**") including, but not limited to: aerial site location map, site plan, floor plans – with notes and dimensions, exterior elevations –respecting the Proposed Use to the City of Detroit Planning and Development Department (the "**Planning Department**").

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

(e) **Title.** Within 60 days after receiving notice that DLBA has countersigned the Agreement, Optionee will remit payment of \$200.00 for each of the parcels identified on Exhibit A ("**Title Commitment Fees**") so that DLBA may order a Title Commitment (as defined below) for each Property. DLBA will promptly obtain and deliver to Optionee a commitment for an owner's policy of title insurance from a title company ("**Title Commitment**") for each Property, together with a copy of all recorded documents affecting the Property, which constitute (or at any Closing will constitute) any covenant, license, right-of-way, easement, limitation, condition,

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

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

A. there are Encumbrances or exceptions which, in the opinion of Optionee, may interfere with the intended use, enjoyment, value, or marketability of the Property. Optionee will identify all such Encumbrances and exceptions and remit payment of \$750.00 (each, "**Title Service Fees**") for each such Property. Properties identified under this Section will specifically be referred to as **QT Parcels**.

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

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

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

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

Title Action was commenced. After a dismissal of Quiet Title Action has been filed with the Court, DLBA will have no further obligations regarding the Quiet Title Action with respect to the parcels subject to a Dismissal Notice.

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

A. Optionee accepts the title status under Section 3(b)(i)(B) or Section 3(b)(i)(C);

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

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

D. Optionee delivers a Dismissal Notice to DLBA.

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

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

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

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

5. **Extensions.**

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

(b) **Additional Extensions.** If, during the Option Term, Optionee cannot timely achieve Compliance, but has made measurable progress and exercised diligence in pursuit of same, Optionee may apply to DLBA, in writing and no less than 30 days prior to the expiration of the Option Term, as extended, for additional extensions. Optionee will explain the reasons that the extension is required and provide an estimate of the revised date by which Optionee expects to



achieve Compliance. In DLBA's sole discretion, DLBA may grant 90-day extensions of the Option Term (each, an "***Additional Extension***"). Each Additional Extension will require payment of \$500.00, the sum of which will not be applicable to the purchase price under any subsequent Purchase Agreement. Each Additional Extension will not be effective until any required payment has been received by DLBA.

6. **Exercise of the Option.** Optionee may exercise the Option by delivering written notice of exercise to DLBA following achievement of Compliance ("***Option Exercise***"). Such notice to DLBA shall include documentation sufficient to verify Compliance. To the extent the Property consists of more than one parcel, Optionee may not exercise the Option as to only a portion of the Property unless Optionee first relinquishes the Option as to the remaining portion of the Property.

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

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

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

(b) Optionee shall provide an update to DLBA evidencing such maintenance within 30 days from the Effective Date, and subsequently provide updates not less than every 90 days thereafter until the earlier of (i) the date of Option Exercise; or (ii) expiration of the Option Term. The updates shall be provided via first class mail or email to:

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

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

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

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

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

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

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

10. **Right of Entry.**

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

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

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

(d) **Liability & Indemnity.** To the extent permitted by law, DLBA assumes no liability or responsibility whatsoever with respect to Optionee's work on and maintenance or study of the Property. Optionee agrees to indemnify and hold harmless DLBA, its departments, agencies, boards, commissions, officers, agents and employees from all claims, demands, actions, or liability

for any property damage or personal injuries sustained by any person arising from or related to Optionee's access of the Property, or from any act or omission of Optionee in exercising its rights under this temporary license. Optionee will promptly pay and/or reimburse DLBA for any and all costs or expenses incurred in defending against an action arising out of Optionee's work on and maintenance of the Property or any activities of Optionee in connection with Section 8 of this Agreement. Optionee shall provide notice to and incorporate this indemnification provision in agreements with all employees, successors, assigns, agents and contractors working on the Property subject to this temporary license.

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

11. **Integration; Modification.**

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

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

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

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

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

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

13. **Assignments.**

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

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

14. **Miscellaneous.**

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

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

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

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

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

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

otherwise will be effective unless such waiver is evidenced in a written instrument executed by the waiving Party.

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

**[Signatures begin on the next page]**

The Detroit Land Bank Authority and Rescue MI Nature Now, Inc. have caused this Option to Purchase and Develop and Agreement to Maintain Property to be executed as of the Effective Date.

**DETROIT LAND BANK AUTHORITY**

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

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

**RESCUE MI NATURE NOW, INC.**

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

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

Signature page 1 of 1 of the Option to Purchase and Develop and Agreement to Maintain Property between DLBA and Rescue MI Nature Now, Inc. for 19921, 19941, and 19981 Coventry; 20023, 20410, 20418, 20424, 20425, 20430, 20431, 20438, 20439, 20444, 20447, 20450, 20451, 20458, 20461, 20464, 20469, 20470, 20476, 20482, 20490, 20496, and 20500 Danbury; 20108, 20260, 20405, and 20473 Derby; and 20100, 20110, 20441, 20451, 20461, 20467, 20470, 20477, 20487, 20491, 20495, and 20503 Exeter

## OPTION EXHIBIT I

### The Property

<u>Common Address</u>	<u>Parcel ID</u>	<u>Legal Description</u>
19921 Coventry	9024290.	W COVENTRY LOT 211 GILMORE & CHAVENELLES SUB L38 P94 PLATS, W C R 9/193 35.25 X 100
19941 Coventry	9024288.	W COVENTRY LOT 209 GILMORE & CHAVENELLES SUB L38 P94 PLATS, W C R 9/193 35 X 100
19981 Coventry	9024282.	W COVENTRY Lot 203 GILMORE & CHAVENELLES SUB L38 P94 PLATS, W C R 9/193 35 X 100
20023 Danbury	9024939.	E DANBURY Lot 150 JOHN R HEIGHTS SUB NO 1 L38 P4 PLATS, W C R 9/194 34.23 IRREG
20410 Danbury	9024972.	E DANBURY LOT 323 JOHN R HEIGHTS SUB NO 2 L40 P86 PLATS, W C R 9/197 33 X 100
20418 Danbury	9024973.	E DANBURY LOT 324 JOHN R HEIGHTS SUB NO 2 L40 P86 PLATS, W C R 9/197 33 X 100
20424 Danbury	9024974.	E DANBURY Lot 325 JOHN R HEIGHTS SUB NO 2 L40 P86 PLATS, W C R 9/197 33 X 100
20425 Danbury	9025009.	W DANBURY LOT 290 JOHN R HEIGHTS SUB NO 2 L40 P86 PLATS, W C R 9/197 33 X 100
20430 Danbury	9024975.	E DANBURY Lot 326 JOHN R HEIGHTS SUB NO 2 L40 P86 PLATS, W C R 9/197 33 X 100
20431 Danbury	9025008.	W DANBURY LOT 289 JOHN R HEIGHTS SUB NO 2 L40 P86 PLATS, W C R 9/197 33 X 100
20438 Danbury	9024976.	E DANBURY LOT 63 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 31.30 X 100,
20439 Danbury	9025007.	W DANBURY LOT 32 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 31.3 X 100
20444 Danbury	9024977.	E DANBURY LOT 62 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 32 X 100,
20447 Danbury	9025006.	W DANBURY Lot 33 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 32 X 100
20450 Danbury	9024978.	E DANBURY LOT 61 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 32 X 100
20451 Danbury	9025005.	W DANBURY LOT 34 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 32 X 100
20458 Danbury	9024979.	E DANBURY LOT 60 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 32 X 100
20461 Danbury	09025003-4	W DANBURY LOT 36 LOT 35 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 64 X 100
20464 Danbury	9024980.	E DANBURY LOT 59 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 32 X 100
20469 Danbury	9025002.	W DANBURY LOT 37 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 32 X 100
20470 Danbury	9024981.	E DANBURY LOT 58 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 32 X 100

<u>Common Address</u>	<u>Parcel ID</u>	<u>Legal Description</u>
20476 Danbury	9024982.	E DANBURY LOT 57 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 33 X 100,
20482 Danbury	9024983.	E DANBURY Lot 56 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 33 X 100
20490 Danbury	9024984.	E DANBURY LOT 55 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 33 X 100
20496 Danbury	9024985.	E DANBURY LOT 54 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 33 X 100,
20500 Danbury	9024986.	E DANBURY Lot 53 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 33 X 100
20108 Derby	9024703.	E DERBY LOT 227 JOHN R HEIGHTS SUB NO 1 L38 P4 PLATS, W C R 9/194 32 X 130
20260 Derby	9024722.	E DERBY LOT 393 JOHN R HEIGHTS SUB NO 2 L40 P86 PLATS, W C R 9/197 55.3 IRREG
20405 Derby	9024764.	W DERBY LOT 365 EXC N 4.5 FT THEREOF JOHN R HEIGHTS SUB NO 2 L40 P86 PLATS, W C R 9/197 50.1 X 130
20473 Derby	9024754.	W DERBY LOT 64 WOODWARD BOULEVARD SUB L35 P62 PLATS, W C R 9/179 33 X 130
20100 Exeter	9024842.	E EXETER LOT 192 JOHN R HEIGHTS SUB NO 1 L38 P4 PLATS, W C R 9/194 38.2 X 130.90
20110 Exeter	9024843.	E EXETER LOT 193 JOHN R HEIGHTS SUB NO 1 L38 P4 PLATS , WCR 9/194 35 X 130.90
20441 Exeter	09024901-2	W EXETER S 16 FT LOT 65, LOT 64 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 47.3 X 100
20451 Exeter	9024900.	W EXETER LOT 66 N 16 FT LOT 65 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 48 X 100,
20461 Exeter	09024898-9	W EXETER S 16 FT LOT 68 67 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 48 X 100
20467 Exeter	9024897.	W EXETER LOT 69 N 16 FT LOT 68 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 48 X 100
20470 Exeter	9024876.	E EXETER N 24 FT LOT 78, LOT 79 WOODWARD BOULEVARD SUB L35 P62 PLATS, W C R 9/179 56 X 132.67A
20477 Exeter	9024896.	W EXETER LOT 70 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 33 X 100,
20487 Exeter	9024895.	W EXETER LOT 71 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 33 X 100,
20491 Exeter	9024894.	W EXETER LOT 72 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 33 X 100
20495 Exeter	9024893.	W EXETER LOT 73 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 33 X 100,
20503 Exeter	9024892.	W EXETER LOT 74 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 33 X 100

Ex I – 2 of 2

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



**OPTION EXHIBIT II**

**PURCHASE AGREEMENT**

(See attached)

## PURCHASE & DEVELOPMENT AGREEMENT

This Purchase & Development Agreement (this "**Agreement**") is entered by and between the Detroit Land Bank Authority, a Michigan public body corporate, whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan 48226 ("**DLBA**"), and Rescue MI Nature Now, Inc., a Michigan nonprofit corporation whose address is 19984 Derby, Detroit, Michigan 48203 ("**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 \$32,689.24 (the "**Purchase Price**"). Purchaser will pay the Purchase Price in full at the time of closing on the sale of the Property (the "Closing"), less the amount of the Deposit (as defined in Subsection (b)) and the Discount (as defined below).

(b) **Earnest Money Deposit.** DLBA acknowledges that Purchaser has made an earnest money deposit in the amount \$1,634.46 (the "**Deposit**"), and that this Deposit will be either (i) applied to the Purchase Price at Closing; or (ii) retained by DLBA as expressly set forth in this Agreement.

(c) **Discount.** Purchaser is eligible for a discount (the "**Discount**") reducing the Purchase Price by 50%. The Discount, totaling \$16,344.62, will be applied at Closing.

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

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

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

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

5. **Title.** DLBA will deliver an updated commitment for an owner's policy of title insurance from a title company as soon as practicable after the Effective Date. In the event one or more exceptions which were not identified prior to the Effective Date are identified and such exceptions could reasonably inhibit Purchaser's ability to complete implementation of the

Purchaser's intended use (each, a "**Later Identified Exception**"), Purchaser will deliver notice identifying the Later Identified Exception(s) and the DLBA will promptly file and litigate a quiet title action in the Circuit Court of Wayne County, Michigan to materially remove any such identified Later Identified Exception. DLBA will be responsible for all costs and fees associated with a quiet title action to remove a Later Identified Exception. Any deadline for Closing in the Purchase Agreement will be tolled until 30 days after the completion of the final such quiet title action. In the event (a) that DLBA is unable to file a quiet title action within 30 days of notification that an Later Identified Exception has been identified or (b) the quiet title action is unsuccessful in removing the Later Identified Exception, Purchaser may (C) deliver a notice of its election to terminate to DLBA, whereupon the Deposit will be returned to Purchaser in full, and this Agreement will thereupon terminate or (d) request a reasonable reduction in the Purchase Price commensurate with the loss of value associated with the Later Identified Exception.

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

7. **Closing.**

(a) **Time and Place of Closing.** DLBA and Purchaser will close the transaction under this Agreement within 30 days after the Effective Date, on a date mutually agreed to by the Parties. The Closing will take place after satisfaction of the conditions to Closing as specified in this Section.

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

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

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

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

(iii) **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.

(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.

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

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

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

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

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

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

9. **Site Plans.**

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

incorporated as Site Plans conflict, items approved by the Planning Department will be considered controlling.

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

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

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

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

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

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

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

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

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

(c) If Purchaser is not a natural person or persons, Purchaser has been duly organized, is validly existing and is in good standing in the jurisdiction in which it was formed,

and is qualified to do business in the State of Michigan. This Agreement is, and all documents executed by Purchaser and delivered to DLBA at the Closing will be duly authorized, executed, and delivered by Purchaser.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) take immediate possession of the Unreleased Properties;

(d) enter and secure the Unreleased Properties;

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

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

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

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

18. **Brokerage.** If Purchaser has employed a broker or real estate agent in connection with the transactions contemplated by this Agreement, Purchaser agrees to indemnify, defend, and

hold DLBA harmless from and against any claims for real estate broker's fees or any compensation sought by a broker or real estate agent employed by Purchaser in connection with the transactions contemplated by this Agreement unless otherwise agreed in writing.

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

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

Notice to Purchaser should be sent to the address above set forth, rescuenaurennow@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: Elena Luedy  
500 Griswold Street, Suite 1200  
Detroit, Michigan 48226  
projects@detroitlandbank.org

21. **Integration; Modification.**

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

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

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

23. **Miscellaneous.**

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

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

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

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

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

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

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

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

**[Signatures begin on following page]**

The Detroit Land Bank Authority and Rescue MI Nature Now, Inc. have caused this Purchase & Development Agreement to be executed as of the Effective Date.

**DETROIT LAND BANK AUTHORITY**

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

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

**RESCUE MI NATURE NOW, INC.**

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

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

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

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

Signature page 1 of 1 of the Purchase & Development Agreement between DLBA and Rescue MI Nature Now, Inc. for 19921, 19941, and 19981 Coventry; 20023, 20410, 20418, 20424, 20425, 20430, 20431, 20438, 20439, 20444, 20447, 20450, 20451, 20458, 20461, 20464, 20469, 20470, 20476, 20482, 20490, 20496, and 20500 Danbury; 20108, 20260, 20405, and 20473 Derby; and 20100, 20110, 20441, 20451, 20461, 20467, 20470, 20477, 20487, 20491, 20495, and 20503 Exeter

## APPENDIX 1

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

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

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

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

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

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

**[Remainder of page intentionally left blank]**

## PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT A

### The Property

<u>Common Address</u>	<u>Parcel ID</u>	<u>Legal Description</u>
19921 Coventry	9024290.	W COVENTRY LOT 211 GILMORE & CHAVENELLES SUB L38 P94 PLATS, W C R 9/193 35.25 X 100
19941 Coventry	9024288.	W COVENTRY LOT 209 GILMORE & CHAVENELLES SUB L38 P94 PLATS, W C R 9/193 35 X 100
19981 Coventry	9024282.	W COVENTRY Lot 203 GILMORE & CHAVENELLES SUB L38 P94 PLATS, W C R 9/193 35 X 100
20023 Danbury	9024939.	E DANBURY Lot 150 JOHN R HEIGHTS SUB NO 1 L38 P4 PLATS, W C R 9/194 34.23 IRREG
20410 Danbury	9024972.	E DANBURY LOT 323 JOHN R HEIGHTS SUB NO 2 L40 P86 PLATS, W C R 9/197 33 X 100
20418 Danbury	9024973.	E DANBURY LOT 324 JOHN R HEIGHTS SUB NO 2 L40 P86 PLATS, W C R 9/197 33 X 100
20424 Danbury	9024974.	E DANBURY Lot 325 JOHN R HEIGHTS SUB NO 2 L40 P86 PLATS, W C R 9/197 33 X 100
20425 Danbury	9025009.	W DANBURY LOT 290 JOHN R HEIGHTS SUB NO 2 L40 P86 PLATS, W C R 9/197 33 X 100
20430 Danbury	9024975.	E DANBURY Lot 326 JOHN R HEIGHTS SUB NO 2 L40 P86 PLATS, W C R 9/197 33 X 100
20431 Danbury	9025008.	W DANBURY LOT 289 JOHN R HEIGHTS SUB NO 2 L40 P86 PLATS, W C R 9/197 33 X 100
20438 Danbury	9024976.	E DANBURY LOT 63 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 31.30 X 100,
20439 Danbury	9025007.	W DANBURY LOT 32 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 31.3 X 100
20444 Danbury	9024977.	E DANBURY LOT 62 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 32 X 100,
20447 Danbury	9025006.	W DANBURY Lot 33 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 32 X 100
20450 Danbury	9024978.	E DANBURY LOT 61 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 32 X 100
20451 Danbury	9025005.	W DANBURY LOT 34 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 32 X 100
20458 Danbury	9024979.	E DANBURY LOT 60 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 32 X 100
20461 Danbury	09025003-4	W DANBURY LOT 36 LOT 35 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 64 X 100
20464 Danbury	9024980.	E DANBURY LOT 59 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 32 X 100
20469 Danbury	9025002.	W DANBURY LOT 37 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 32 X 100
20470 Danbury	9024981.	E DANBURY LOT 58 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 32 X 100



<u>Common Address</u>	<u>Parcel ID</u>	<u>Legal Description</u>
20476 Danbury	9024982.	E DANBURY LOT 57 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 33 X 100,
20482 Danbury	9024983.	E DANBURY Lot 56 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 33 X 100
20490 Danbury	9024984.	E DANBURY LOT 55 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 33 X 100
20496 Danbury	9024985.	E DANBURY LOT 54 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 33 X 100,
20500 Danbury	9024986.	E DANBURY Lot 53 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 33 X 100
20108 Derby	9024703.	E DERBY LOT 227 JOHN R HEIGHTS SUB NO 1 L38 P4 PLATS, W C R 9/194 32 X 130
20260 Derby	9024722.	E DERBY LOT 393 JOHN R HEIGHTS SUB NO 2 L40 P86 PLATS, W C R 9/197 55.3 IRREG
20405 Derby	9024764.	W DERBY LOT 365 EXC N 4.5 FT THEREOF JOHN R HEIGHTS SUB NO 2 L40 P86 PLATS, W C R 9/197 50.1 X 130
20473 Derby	9024754.	W DERBY LOT 64 WOODWARD BOULEVARD SUB L35 P62 PLATS, W C R 9/179 33 X 130
20100 Exeter	9024842.	E EXETER LOT 192 JOHN R HEIGHTS SUB NO 1 L38 P4 PLATS, W C R 9/194 38.2 X 130.90
20110 Exeter	9024843.	E EXETER LOT 193 JOHN R HEIGHTS SUB NO 1 L38 P4 PLATS , WCR 9/194 35 X 130.90
20441 Exeter	09024901-2	W EXETER S 16 FT LOT 65, LOT 64 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 47.3 X 100
20451 Exeter	9024900.	W EXETER LOT 66 N 16 FT LOT 65 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 48 X 100,
20461 Exeter	09024898-9	W EXETER S 16 FT LOT 68 67 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 48 X 100
20467 Exeter	9024897.	W EXETER LOT 69 N 16 FT LOT 68 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 48 X 100
20470 Exeter	9024876.	E EXETER N 24 FT LOT 78, LOT 79 WOODWARD BOULEVARD SUB L35 P62 PLATS, W C R 9/179 56 X 132.67A
20477 Exeter	9024896.	W EXETER LOT 70 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 33 X 100,
20487 Exeter	9024895.	W EXETER LOT 71 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 33 X 100,
20491 Exeter	9024894.	W EXETER LOT 72 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 33 X 100
20495 Exeter	9024893.	W EXETER LOT 73 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 33 X 100,
20503 Exeter	9024892.	W EXETER LOT 74 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 33 X 100

Ex I – 2 of 2

**[Remainder of page intentionally left blank]**

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT B**

Quit Claim Deed

(see attached)



**EXHIBIT 1A**

<b><u>Common Address</u></b>	<b><u>Parcel ID</u></b>	<b><u>Legal Description</u></b>
19921 Coventry	9024290.	W COVENTRY LOT 211 GILMORE & CHAVENELLES SUB L38 P94 PLATS, W C R 9/193 35.25 X 100
19941 Coventry	9024288.	W COVENTRY LOT 209 GILMORE & CHAVENELLES SUB L38 P94 PLATS, W C R 9/193 35 X 100
19981 Coventry	9024282.	W COVENTRY Lot 203 GILMORE & CHAVENELLES SUB L38 P94 PLATS, W C R 9/193 35 X 100
20023 Danbury	9024939.	E DANBURY Lot 150 JOHN R HEIGHTS SUB NO 1 L38 P4 PLATS, W C R 9/194 34.23 IRREG
20410 Danbury	9024972.	E DANBURY LOT 323 JOHN R HEIGHTS SUB NO 2 L40 P86 PLATS, W C R 9/197 33 X 100
20418 Danbury	9024973.	E DANBURY LOT 324 JOHN R HEIGHTS SUB NO 2 L40 P86 PLATS, W C R 9/197 33 X 100
20424 Danbury	9024974.	E DANBURY Lot 325 JOHN R HEIGHTS SUB NO 2 L40 P86 PLATS, W C R 9/197 33 X 100
20425 Danbury	9025009.	W DANBURY LOT 290 JOHN R HEIGHTS SUB NO 2 L40 P86 PLATS, W C R 9/197 33 X 100
20430 Danbury	9024975.	E DANBURY Lot 326 JOHN R HEIGHTS SUB NO 2 L40 P86 PLATS, W C R 9/197 33 X 100
20431 Danbury	9025008.	W DANBURY LOT 289 JOHN R HEIGHTS SUB NO 2 L40 P86 PLATS, W C R 9/197 33 X 100
20438 Danbury	9024976.	E DANBURY LOT 63 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 31.30 X 100,
20439 Danbury	9025007.	W DANBURY LOT 32 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 31.3 X 100
20444 Danbury	9024977.	E DANBURY LOT 62 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 32 X 100,
20447 Danbury	9025006.	W DANBURY Lot 33 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 32 X 100
20450 Danbury	9024978.	E DANBURY LOT 61 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 32 X 100
20451 Danbury	9025005.	W DANBURY LOT 34 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 32 X 100
20458 Danbury	9024979.	E DANBURY LOT 60 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 32 X 100
20461 Danbury	09025003-4	W DANBURY LOT 36 LOT 35 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 64 X 100
20464 Danbury	9024980.	E DANBURY LOT 59 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 32 X 100
20469 Danbury	9025002.	W DANBURY LOT 37 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 32 X 100
20470 Danbury	9024981.	E DANBURY LOT 58 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 32 X 100

Exhibit 1A to Quit Claim Deed from Detroit Land Bank Authority to Rescue MI Nature Now, Inc.

**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 Rescue MI Nature Now, Inc., a Michigan nonprofit corporation whose address is 19984 Derby, Detroit, Michigan 48203 ("Grantee"), the premises located in the City of Detroit, County of Wayne, and State of Michigan commonly known as 20476 Danbury, 20482 Danbury, 20490 Danbury, 20496 Danbury, 20500 Danbury, 20108 Derby, 20260 Derby, 20405 Derby, 20473 Derby, 20100 Exeter, 20110 Exeter, 20441 Exeter, 20451 Exeter, 20461 Exeter, 20467 Exeter, 20470 Exeter, 20477 Exeter, 20487 Exeter, 20491 Exeter, 20495 Exeter, and 20503 Exeter and more fully described in *Exhibit IB* together with all and singular the tenements, hereditaments, fixtures, and appurtenances of that property, for the full consideration of Thirty Two Thousand Six Hundred Eighty Nine Dollars and Twenty Four Cents (\$32,689.24). 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: Rescue MI Nature Now, Inc. 19984 Derby Detroit, MI 48203	Drafted by: Robert G Spence Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226
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**EXHIBIT 1B**

<b><u>Common Address</u></b>	<b><u>Parcel ID</u></b>	<b><u>Legal Description</u></b>
20476 Danbury	9024982.	E DANBURY LOT 57 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 33 X 100,
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20110 Exeter	9024843.	E EXETER LOT 193 JOHN R HEIGHTS SUB NO 1 L38 P4 PLATS , WCR 9/194 35 X 130.90
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20451 Exeter	9024900.	W EXETER LOT 66 N 16 FT LOT 65 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 48 X 100,
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20467 Exeter	9024897.	W EXETER LOT 69 N 16 FT LOT 68 CHILDS BOULEVARD SUB L37 P41 PLATS, W C R 9/180 48 X 100
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Exhibit 1B to Quit Claim Deed from Detroit Land Bank Authority to Rescue MI Nature Now, Inc.

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT C**

Reconveyance Deed

(see attached)





**EXHIBIT 1A**

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Exhibit 1A to Quit Claim Deed from Rescue MI Nature Now, Inc. to Detroit Land Bank Authority



**EXHIBIT 1B**

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Exhibit 1B to Quit Claim Deed from Rescue MI Nature Now, Inc. to Detroit Land Bank Authority

**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT D**

Release of Interest

(see attached)

**RELEASE OF INTEREST IN REAL PROPERTY**

1. Rescue MI Nature Now, Inc. ("**Purchaser**") purchased from the Detroit Land Bank Authority whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan, 48226 ("**DLBA**"), the premises located in the City of Detroit, County of Wayne, and State of Michigan **commonly known as 19921 Coventry, 19941 Coventry, 19981 Coventry, 20023 Danbury, 20410 Danbury, 20418 Danbury, 20424 Danbury, 20425 Danbury, 20430 Danbury, 20431 Danbury, 20438 Danbury, 20439 Danbury, 20444 Danbury, 20447 Danbury, 20450 Danbury, 20451 Danbury, 20458 Danbury, 20461 Danbury, 20464 Danbury, 20469 Danbury, and 20470 Danbury and more fully described in *Exhibit 1A*.**
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: \_\_\_\_\_

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Exhibit 1A to Release of Interest from Detroit Land Bank Authority to Rescue MI Nature Now, Inc.

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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: \_\_\_\_\_

**EXHIBIT 1B**

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Exhibit 1B to Release of Interest from Detroit Land Bank Authority to Rescue MI Nature Now, Inc.



**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT E**

Site Plans

(To be incorporated following requisite approvals)

**03-11-2023**

RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO  
PURCHASE & DEVELOPMENT AGREEMENT WITH SPB GLOBAL LLC

Address	Neighborhood	Property Class	Zoned As	Frontage	Depth	Parcel Square Footage
9308, 9302 Woodlawn	Airport Sub	Residential - Structure + Residential-Lot	R1	60	115	6,900

The marketing team is proposing to sell the former home of Civil Rights icon Sarah E Ray to local developer Shannon Steel. Born and raised in Detroit, Michigan, Steel attended Martin Luther King High School and University of Houston, obtaining her degree in Economics. Steel is also a graduate of Harvard Business School Online earning a certificate of finance. Steel also has experience with private banking and has held executive and board of director positions with private offshore banks and was responsible for managing portfolios and protecting clients assets. Shannon has just become one of the youngest female hotel owners in the country by just recently acquiring a 239 room embassy suites by Hilton completing a \$3,000,00000 renovation and converted it into a Wyndham hotel. Ms Steel was awarded Wyndham hotel and Resorts developer of the year for 2019. She also has acquired many other investment properties commercial and residential including a second hotel, 90 acres of land which is currently being developed, acquired businesses and have ran them successfully.

Steel plans to rehabilitate the property for affordable senior housing and convert the adjacent lot into a memorial public garden honoring Ray's legacy. The DLBA issued an RFP in July 2022 offering to sell the home for \$1 to someone willing to rehabilitate or reimagine the property in a way that 1) honor's Sarah E Ray's legacy and 2) keeps some part of the property accessible to the public. This proposal aligns with the goals of the RFP, honoring Sarah E Ray's legacy by offering the home as a resource to a community elder in need while preserving the former site of Sarah E Ray's Action House as a public garden.





4:33 13%

Menu



[← Back to Home](#)

## shannon Steel foundation c...

Last Updated: February 27, 2023 4:31 PM

**7505498-S0000**

Account Number

**\$635,509.43**

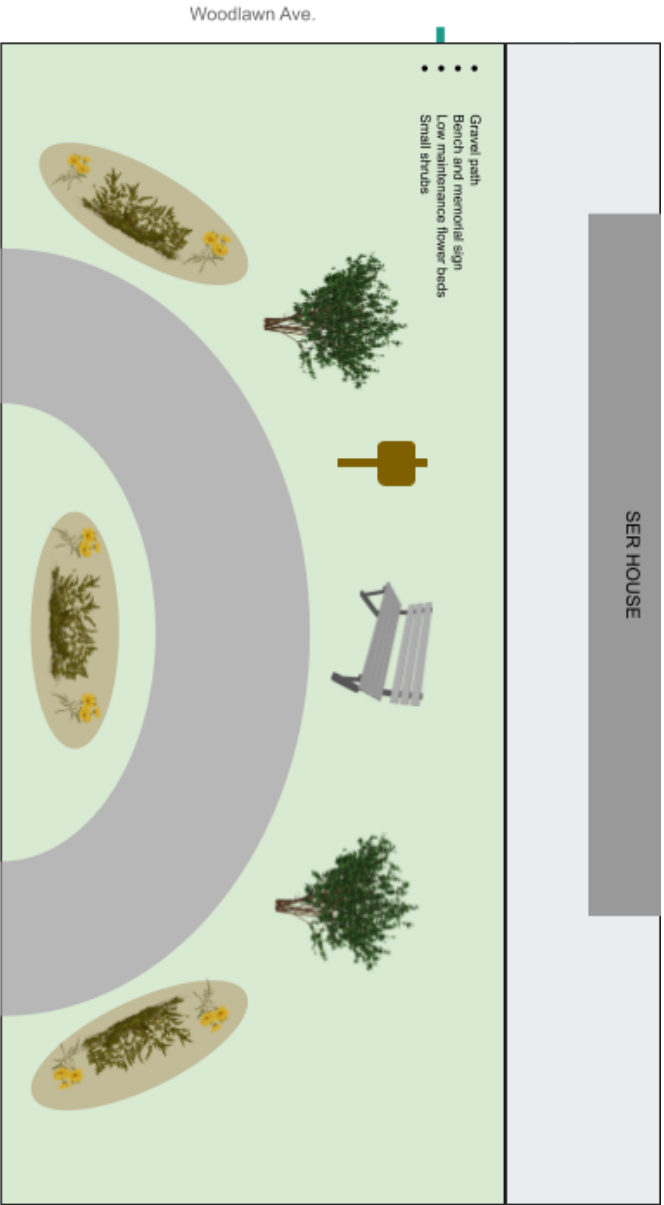
Available Balance

[Transactions](#)

[Details & Settings](#)

## SCOPE OF WORK

<b>EXTERIOR</b>	
Roofing	\$10,050.00
Gutters and downspouts	\$660.00
Windows	\$7,200.00
Door/Window Hardware	\$1,800.00
Siding and Trim	\$ 8,875.00
Porch	\$1,675.00
Garage repair	\$11,020.00
<b>INTERIOR</b>	
Doors	\$ 1,820.00
Stairs	\$ 1,770.00
Floors	\$ 11,284.00
Drywall	\$ 24,250.00
Repair crawlspace walls	\$ 7,494.00
Smoke detectors	\$ 630.00
Debris removal	\$ 3,600.00
Electrical	\$ 4,871.00
Plumbing	\$10,820.00
Heating	\$ 4,360.00
<b>TOTAL</b>	<b>\$114,476.00</b>



## 9302 Woodlawn - Sarah E. Ray Memorial Garden Site Plan

Parcel ID: 19002953  
 Frontage: 30 ft  
 Depth: 115 ft

**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO ENTER INTO PURCHASE & DEVELOPMENT AGREEMENT WITH SPB GLOBAL 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, SPB Global LLC ("Purchaser") applied to purchase the property identified in Exhibit A to Exhibit 1 attached hereto (the "Property") to renovate the former home of Sarah Elizabeth Ray for use as affordable senior housing and a memorial garden (the "Project"); and

WHEREAS, the Purchase & Development Agreement negotiated between the DLBA and Purchaser attached hereto as Exhibit 1 (the "Agreement") conditions sale of the Property on timely completion of the Project in a manner consistent with the applicable regulations; and

WHEREAS, the DLBA staff believe the Agreement is necessary and appropriate, and recommend that the Board of Directors authorize the Chief Executive Officer to enter into the Agreement and sell the Property to Purchaser.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE DETROIT LAND BANK AUTHORITY, that the Chief Executive Officer is authorized to (1) negotiate, sign, and enter into an Agreement substantially in the form attached hereto as Exhibit 1, on behalf of the Detroit Land Bank Authority with such changes as the Chief Executive Officer may deem necessary or appropriate in her sole discretion, so long as they do not substantially increase the liabilities imposed upon the Detroit Land Bank Authority, and (2) sell the Property to Purchaser.

The foregoing resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote was as follows

Erica Ward Gerson  
Richard Hosey  
Miranda Morrow-Bartell

Patricia Pernell-Shelton  
Carol Walters

The Chairperson thereupon declared the resolution duly passed and adopted this 28th day of March 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS  
ERICA WARD GERSON, CHAIRPERSON

By: \_\_\_\_\_



03/06/2023

SPB Global LLC  
400 Renaissance Center, 2600  
Detroit, MI 48243

**RE: SALE OF PROPERTY**

Dear SPB Global 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 \$1.00 to SPB Global LLC ("**Purchaser**") pursuant to the terms and conditions of the Agreement and, if required, subject to approval by the DLBA Board of Directors.

This letter is considered as an offer to deal only and may be subject to approval by the Detroit Land Bank Authority Board of Directors.

*If Purchaser will be delivering any payments or other documents to DLBA's office, please follow all instructions on the DLBA's website – [buildingdetroit.org](http://buildingdetroit.org) – regarding current office and lobby capacity and scheduling.*

**This offer to deal expires on March 14, 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 SPB Global LLC, a Michigan limited liability company whose address is 400 Renaissance Center, 2600, Detroit, Michigan 48243 ("**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 \$1.00 (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) **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, s.steel@iamshannonsteel.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: Elena Luedy  
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 SPB Global 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

**SPB GLOBAL LLC**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature page 1 of 1 of the Purchase & Development Agreement between DLBA and  
SPB Global LLC for 9302 and 9308 Woodlawn

## 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 60 days after Closing**, Purchaser will deliver a copy or copies of at least one permit application which has been submitted to the City of Detroit Building, Safety Engineering and Environmental Department ("**BSEED**").

C. **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.

D. **Within 365 days after Closing**, Purchaser will deliver (1) 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 and (2) documentation that the project on the property commonly known as 9302 Woodlawn 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**

S WOODLAWN LOT 679 FAIRMOUNT PARK SUB L16 P99 PLATS, W C R 19/415 30 X 115

Parcel ID: 19002953.

Commonly known as 9302 Woodlawn, Detroit, MI

S WOODLAWN LOT 678 FAIRMOUNT PARK SUB L16 P99 PLATS, W C R 19/415 30 X 115

Parcel ID: 19002952.

Commonly known as 9308 Woodlawn, 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 SPB Global LLC, a Michigan limited liability company whose address is 400 Renaissance Center, 2600, Detroit, Michigan 48243 ("**Grantee**"), the following premises in the City of Detroit, Wayne County, Michigan:

Parcel 1: S WOODLAWN LOT 679 FAIRMOUNT PARK SUB L16 P99 PLATS, W C R 19/415 30 X 115

Parcel ID: 19002953.

Commonly known as 9302 Woodlawn, Detroit, MI

Parcel 2: S WOODLAWN LOT 678 FAIRMOUNT PARK SUB L16 P99 PLATS, W C R 19/415 30 X 115

Parcel ID: 19002952.

Commonly known as 9308 Woodlawn, Detroit, MI

together with all and singular the tenements, hereditaments, fixtures, and appurtenances of that property, for the full consideration of One Dollar and No Cents (\$1.00). This conveyance is exempt from taxes pursuant to MSA 7.456(5)(h)(i); MCL 207.505(h)(i), MSA 7.456(26)(h)(i); MCL 207.526(h)(i).

**Notice of Deed Restriction**

This property is conveyed pursuant to a Purchase & Development Agreement between DLBA and Grantee (the "**Agreement**") and on the express condition that Grantee fulfill all the terms and conditions applicable to Grantee set forth in the Agreement. If Grantee fails to fulfill all the terms of the Agreement applicable to Grantee, DLBA will have the right to reconvey the property back to its ownership which will be evidenced by the recording of a deed to that effect. Upon Grantee fulfilling all the terms and conditions applicable to Grantee set forth in the Agreement, DLBA will record a release of interest (a "**Release of Interest**").

Until a Release of Interest is recorded, Grantee is restricted from transferring or encumbering this property without the prior written consent of DLBA. If, prior to a Release of Interest being recorded, Grantee transfers or encumbers this property without the prior written consent of DLBA, DLBA will have the right to reconvey the property back to its ownership by the recording of a reconveyance deed.

**DETROIT LAND BANK AUTHORITY**

Dated: \_\_\_\_\_

STATE OF MICHIGAN        )  
  ) ss  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_  
**Tammy Daniels**  
**Chief Executive Officer**

This document was acknowledged, subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Tammy Daniels, Chief Executive Officer, Detroit Land Bank Authority.

\_\_\_\_\_  
*Signature of Notary*

\_\_\_\_\_  
*Printed name of Notary*

Notary Public, State of Michigan, County of: \_\_\_\_\_;                   Acting in the County of: \_\_\_\_\_

My commission expires: \_\_\_\_\_

When recorded return to and subsequent tax bills to: SPB Global LLC 400 Renaissance Center, 2600 Detroit, MI 48243	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**

SPB Global LLC, a Michigan limited liability company whose address is 400 Renaissance Center, 2600, Detroit, Michigan 48243 ("**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:

Parcel 1: S WOODLAWN LOT 679 FAIRMOUNT PARK SUB L16 P99 PLATS, W C R 19/415 30 X 115

Parcel ID: 19002953.

Commonly known as 9302 Woodlawn, Detroit, MI

Parcel 2: S WOODLAWN LOT 678 FAIRMOUNT PARK SUB L16 P99 PLATS, W C R 19/415 30 X 115

Parcel ID: 19002952.

Commonly known as 9308 Woodlawn, 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).

**SPB GLOBAL LLC**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

STATE OF MICHIGAN            )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

Title: \_\_\_\_\_

This document was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ of SPB Global 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
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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)



**PURCHASE & DEVELOPMENT AGREEMENT – EXHIBIT E**

**SITE PLANS**

**03-12-2023**

RESOLUTION APPROVING CORRECTIVE TRANSFER OF 86 W GREENDALE

Corrective Transfer Request – 86 W. Greendale

Address	Property Class	Neighborhood	Zoned As	Parcel Square Footage
86 W. Greendale	Residential-Structure	Grixdale Farms	R1	5,140

This home – now occupied by a Mr. Larube Mitchell – was foreclosed on by the Wayne County Treasurer’s office in September 2011, then deeded to the Michigan Land Bank Authority in October of 2012. The property was then foreclosed upon again and sold to an Eco Properties LLC in 2018, and, unaware of the improper foreclosure, transferred to the DLBA by the Michigan Land Bank Authority that same year. In 2020, Eco Properties subsequently sold the property to a Mr. Larube Mitchell, who now resides in the property. In light of these title defects, staff hope to secure board approval to transfer the property to Mr. Mitchell for \$1. Staff previously received board for approval to transfer the property to the Wayne County Treasurer’s office so that office to correct the title issue, but the Treasurer’s office subsequently declined to pursue this remedy. Consequently, staff are now requesting board approval to transfer the property to the occupant for \$1.

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**RESOLUTION NO. 3-12-2023**

**RESOLUTION APPROVING CORRECTIVE TRANSFER OF 86 W GREENDALE**

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 Wayne County Treasurer foreclosed on 86 W Greendale (the "Property") in 2011 and subsequently transferred the property to the Michigan Land Bank Authority in 2012; and

WHEREAS, the property was improperly foreclosed upon by the Wayne County Treasurer in 2018 and sold to Eco Properties LLC; and

WHEREAS, in 2020, Eco Properties sold the Property to Larube Mitchell, who now resides at the Property; and

WHEREAS, DLBA staff has determined that it is necessary and appropriate, and recommend that the Board of Directors authorize the Chief Executive Officer to transfer the Property to Larube Mitchell to correct the title issues.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE DETROIT LAND BANK AUTHORITY, that the Chief Executive Officer is authorized to transfer the Property to Larube Mitchell.

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 28<sup>th</sup> day of March 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS

ERICA WARD GERSON, CHAIRPERSON

By: \_\_\_\_\_



**03-13-2023**

RESOLUTION APPROVING CORRECTIVE TRANSFER OF 5923 VERMONT

### Corrective Transfer Request – 5923 Vermont

Address	Property Class	Neighborhood	Zoned As	Parcel Square Footage
5923 Vermont	Residential-Structure	Elijah McCcoy	R2	3,877

In 1997, the State of Michigan foreclosed on 5923 Vermont, and subsequently transferred the property to the Detroit Planning & Development Department. In early 2023, the City of Detroit transferred the home to the land bank. Through a series of administrative irregularities, the property was never removed from the tax rolls when originally foreclosed, and the occupant states that he was not advised of the foreclosure. Consequently, the property has been in the City' inventory for 26 years, but the resident has consistently paid the taxes and the occupant has received two mortgages on the property. In light of these unusual circumstances, staff are requesting board approval to transfer the property to the occupant, Mr. Cory King, for \$1.



**RESOLUTION NO. 3- 13-2023**

**RESOLUTION APPROVING CORRECTIVE TRANSFER OF 5923 VERMONT**

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 State of Michigan foreclosed on 5923 Vermont (the "Property") in 1997 and subsequently transferred the property to the Detroit Planning & Development Department; and

WHEREAS, the Property was never removed from the tax rolls and over the next 25 years the resident, Cory King, has continued to live at the Property, paid the taxes, and over time obtained two mortgages on the Property; and

WHEREAS, in 2023, the City of Detroit transferred the Property to the DLBA; and

WHEREAS, DLBA staff has determined that it is necessary and appropriate, and recommend that the Board of Directors authorize the Chief Executive Officer to transfer the Property to Cory King to resolve the title issues.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE DETROIT LAND BANK AUTHORITY, that the Chief Executive Officer is authorized to transfer the Property to Cory King.

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 28<sup>th</sup> day of March 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS






ERICA WARD GERSON, CHAIRPERSON

By: \_\_\_\_\_

**03-14-2023**

RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO CONVEY  
PROPERTIES TO THE CITY OF DETROIT FOR SIX PLANNED PROJECTS

# GSD Transfer Request- March 2023

GSD Project	Address	Property Class	Neighborhood	Zoning	Sq Ft	Project Description	Parcel Image
<b>Schultz Park Expansion</b>	9744 N Martindale 9740 N Martindale	Residential-Lot Residential-Lot	Nardin Park Nardin Park	R3 R2	6405.0000 6405.0000	Schultz park will be expanded onto a single landbank lot. When the park was built over a decade ago the intent was to add this property to the small pocket park. Residents already use it as part of the park and the General Services crews have been maintaining it. This transfer is to officially complete the process of adding this parcel to the park.	
<b>Joe Louis Greenway</b>	12658 Greenlawn 12676 Greenlawn 12648 Greenlawn 12670 Greenlawn 12642 Greenlawn 12664 Greenlawn	Residential-Structure Residential-Lot Residential-Lot Residential-Lot Residential-Lot Residential-Lot	Littlefield CommunR2 Littlefield CommunR2 Littlefield CommunR2 Littlefield CommunR2 Littlefield CommunR2 Littlefield CommunR2		3485.0000 5271.0000 3485.0000 3485.0000 3500.0000 3500.0000	GSD is requesting the transfer of 6 properties on Greenlawn to support the Joe Louis Greenway, a proposed 30-mile pathway for walkers, joggers, and cyclists. It will connect to existing paths like the Dequindre Cut and the RiverWalk, and provide a safe loop around the city. The greenway will also connect neighborhoods and the cities of Dearborn, Hamtramck, and Highland Park. The Joe Louis Greenway will provide community spaces and outdoor activities for all Detroiters. Our wish for this greenway is to bring new possibilities of empowerment and equity to the neighborhoods that intersect with and surround it.	
<b>Fitzgerald Greenway</b>	16633 Turner	Residential-Lot	Fitzgerald/MarygrcR1		4008.0000	This parcel will be added to the Fitzgerald Greenway, which is approximately half a mile greenway that starts West of Livernois and ends East of Greenlawn Street. The greenway starts On-street up to Prairie, then enters Fitzgerald Park and continues through formerly Land Bank-owned lots which were acquired and cleaned by GSD for the Greenway. The Greenway is a 10' Asphalt pathway with lighting, trees, benches, bollards, and fencing.	
<b>Bieniek Park</b>	5800 Braden 6900 Wagner 5959 Martin 5981 Braden 5801 Martin 6006 Braden 6018 Braden	NonResidential-Lot NonResidential-Lot NonResidential-Lot NonResidential-Lot Residential-Lot Residential-Lot	Claytown Claytown Claytown Claytown Claytown Claytown	M2 B4 M2 B4 M2 R2 R2	15638.0400 63903.0000 26180.0000 19558.4400 27573.4800 8382.0000 7623.0000	Bieniek park will be expanded to improve park access and connectivity to the neighborhood. Community advocates have asked for this expansion and connection, and we recently have applied for a federal grant to address any environmental concerns prior to adding amenities and turning these parcels into public park, which was a major barrier previously. We anticipate that the environmental work will take place in 2024 and be followed by park improvements. More information (and pictures) can be found on the project webpage: <a href="https://detroitmi.gov/departments/detroit-parks-recreation/parks-and-greenways/bieniek-park">https://detroitmi.gov/departments/detroit-parks-recreation/parks-and-greenways/bieniek-park</a>	
<b>18400 Weaver</b>	18400 Weaver	NonResidential-Lot	Franklin Park	PD	153505.0000	Weaver-Penrod park will be greatly expanded by adding this parcel to the park. It is currently covered in vegetation, but provides opportunities to open up the park to streets north of the park (Greenview and Faust streets) that currently cannot easily access the park because of deadend streets. With the park nearly doubling in size (from 4.1 to 7.6 acres), it provides opportunities for additional, larger park amenities to serve the community.	



**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO CONVEY PROPERTIES TO THE CITY OF DETROIT FOR SIX PLANNED PROJECTS**

WHEREAS, the Detroit Land Bank Authority (the "DLBA") was created in order to assemble or dispose of vacant, tax foreclosed, and public property in a coordinated manner to foster the development of that property and to promote homeownership, neighborhood revitalization, and economic growth in the City of Detroit; and

WHEREAS, the City of Detroit develops and implements its programs and policies regarding public facilities through certain City departments and agencies, including but not limited to the Parks and Recreation Department, the General Services Department, and the Planning and Development Department (collectively, the "City Public Facilities Offices"); and

WHEREAS, the DLBA desires to support the public facilities programs and policies of the City Public Facilities Offices, and to that end is willing to assist and cooperate to make property available for public facilities projects identified and approved by those City Public Facilities Offices; and

WHEREAS, the City Public Facilities Offices have requested that the DLBA convey 18 vacant parcels (the "Properties") to the City so that the Properties may be dedicated to public use in support of six planned park and greenway projects described in Exhibit A (the "Projects"); and

WHEREAS, the DLBA staff believes that conveyance of the Properties to the City is necessary and appropriate, and recommend that the Board of Directors authorize the Chief Executive Officer to convey the Properties to the City.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE DETROIT LAND BANK AUTHORITY, that the Chief Executive Officer is authorized to convey the Properties to the City of Detroit upon her determination, made in her sole discretion, that the City has allocated sufficient funding to make the capital investment necessary to develop the Properties as part of the Projects in a timely manner; provided that this resolution is expressly subject to the condition that, prior to the transfer, the Detroit City Council first authorizes the acceptance of the Properties; and provided further that this resolution is expressly subject to the condition that, pursuant to the Second Amended Memorandum of Understanding between the City of Detroit and the Detroit Land Bank Authority, prior to the transfer, the Detroit City Council authorizes the DLBA to transfer the Properties because the transfer would result in more than nine parcels being transferred to a party during a twelve-month period.

The foregoing resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote was as follows

Erica Ward Gerson

Richard Hosey

Miranda Morrow-Bartell

Patricia Pernell-Shelton

Carol Walters

**RESOLUTION NO. 3-14-2023**

The Chairperson thereupon declared the resolution duly passed and adopted this 28<sup>th</sup> day of March 2023.

DETROIT LAND BANK AUTHORITY:  
BY ITS BOARD OF DIRECTORS

ERICA WARD GERSON, CHAIRPERSON

By: \_\_\_\_\_



**RESOLUTION NO. 3-14-2023**

**Exhibit A**

**The Property**

(See attached)

**03-15-2023**

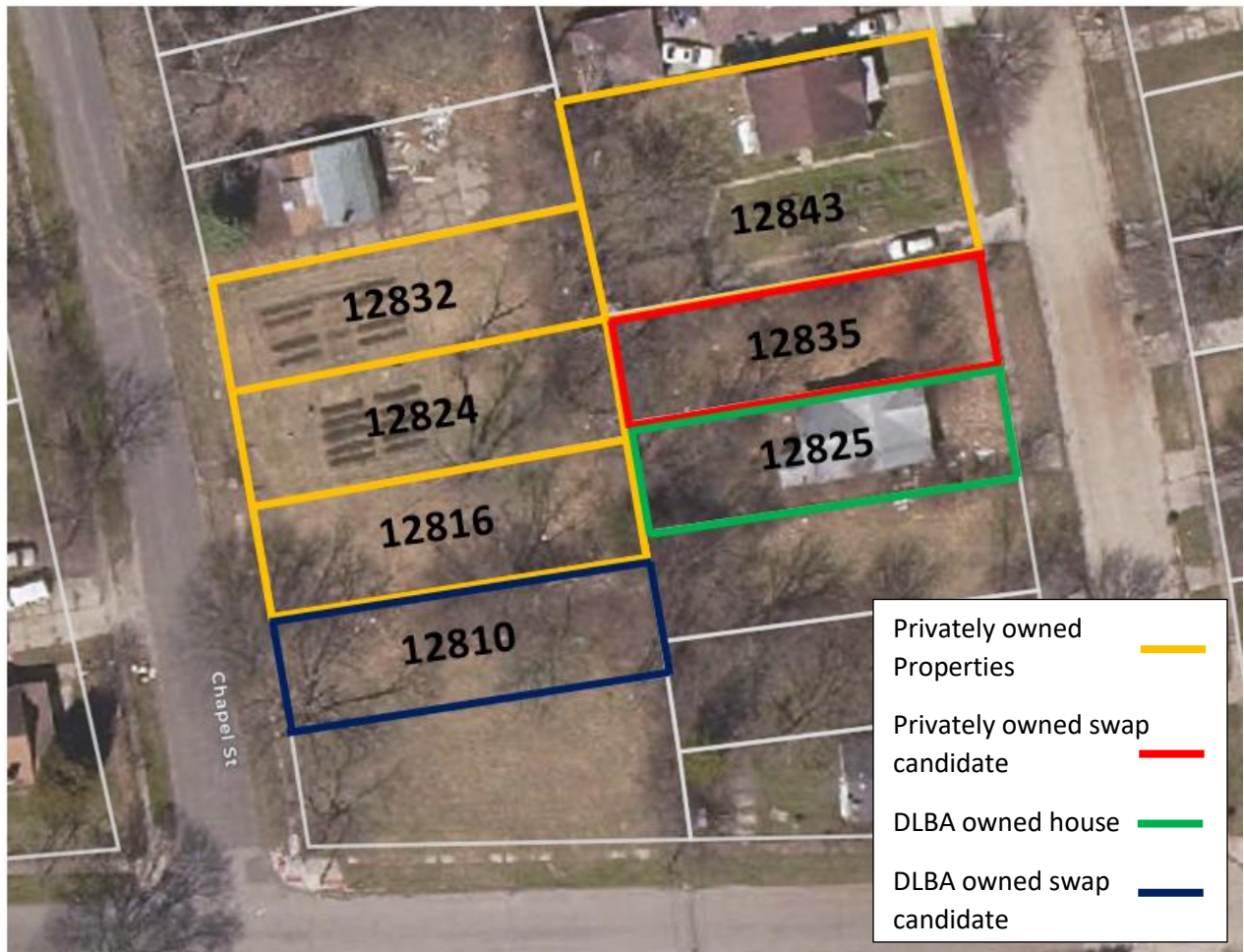
RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO EXCHANGE  
PROPERTY WITH BRIDGET CRAWFORD

### Forrer Street Site TSA Swap – October 2022

Address	Property Class	Neighborhood	Zoned As	Parcel Square Footage
12810 Chapel	Residential-Lot	Brightmoor	R1	4,155.3905

DLBA staff proposes to convey this property as part of a property swap with Bridget Crawford in exchange for Ms. Crawford’s ownership of 12835 Bentler. 12835 Bentler was sold to Ms. Crawford as a Side Lot in June of 2021. After taking ownership, Ms. Crawford completed a significant clean up on the lot as shown in the images below. DLBA staff recently discovered that the lot at 12835 Bentler was fenced in with the DLBA owned home at 12825 Bentler when prepping the structure for Auction Sale.

The proposed swap will have Ms. Crawford return the lot at 12835 Bentler to the DLBA in exchange for the lot at 12810 Chapel. Ms. Crawford plans to use this lot to extend her garden on the lots she owns behind home, outlined below. 12810 Chapel has previously been offered through both our side lot and Neighborhood Lot program with no applications received.



Before Side Lot Purchase- 2019



After Side Lot Purchase- 2022



**RESOLUTION APPROVING CHIEF EXECUTIVE OFFICER TO EXCHANGE PROPERTY WITH BRIDGET CRAWFORD**

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 DLBA received a request to purchase from and sold the vacant residential lot located at 12835 Bentler as a side lot to Bridget Crawford (the "Purchaser"), who is the owner of and lives in the adjacent property at 12843 Bentler (the "Purchased Side Lot"); and

WHEREAS, the Purchased Side Lot is fenced in with the DLBA-owned home at 12825 Bentler (the "DLBA House"); and

WHEREAS, in order for the DLBA to have common ownership of the DLBA House and the Purchased Side Lot, the Purchaser has agreed to transfer the Purchased Side Lot to the DLBA, in exchange for the DLBA transferring to the Purchaser the DLBA-owned vacant lot at 12810 Chapel, which is adjacent to another property owned by the Purchaser (the "Exchange"); and

WHEREAS, the DLBA staff believe the Exchange is necessary and appropriate, and recommend that the Board of Directors authorize the Chief Executive Officer effect the Exchange.

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 at 12810 Chapel to the Purchaser; provided that this resolution is expressly subject to the condition that 12810 Chapel not be conveyed to the Purchaser until Purchaser has conveyed 12835 Bentler to the DLBA.

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 28<sup>th</sup> day of March 2023.

DETROIT LAND BANK AUTHORITY:

BY ITS BOARD OF DIRECTORS

ERICA WARD GERSON, CHAIRPERSON

By: \_\_\_\_\_