



DETROIT LAND BANK AUTHORITY  
 4802 Corner  
 Detroit, MI 48226  
 Phone: (313) 974-6889

REMITTANCE ADVISE

FROM: WARREN/CONNOR DEVELOPMENT COALITION 4700 EASTSIDE COMMUNITY NETWORK  
 4802 Corner  
 Detroit, Michigan 48215


RECEIVED BY ACCOUNTING/FINANCE: Jeffrey Lam  
 DATE:

5503 New port  
 5511 Newport  
 5517 Newport

Type	DLBA Program	Structure of Unit	Address of Property	Notes	Check # or Order #	Line Item #	Amount (\$)
1 - Purchase	Deposition - Community Partner	Lot 5503 Newport	Purchase				100.00
2 - Purchase	Deposition - Community Partner	Lot 5511 Newport	Purchase				100.00
3 - Purchase	Deposition - Community Partner	Lot 5517 Newport	Purchase				100.00
4							
5							
6							
7							40.00
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
32							
33							
34							
35							
TOTAL							340.00

Detroit Land Bank Staff Signature: Date: August 12, 2017  
 Customer Signature (if applicable): Date: 06/12/17  
 Donna L. Givens

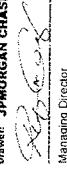
Make all cashier's checks or money orders payable to Detroit Land Bank Authority  
 THANK YOU FOR YOUR BUSINESS!


**CASHIER'S CHECK**  
 HOLD DOCUMENT UP TO THE LIGHT TO REVEAL WATERMARK  
 THIS DOCUMENT IS TO BE USED TO MAKE TRUE WATERMARK

**9107120705**  
25-3  
(10)  
VOID AFTER 10/10/17

**Date:** 06/12/2017  
**Remitter:** WARREN/CONNOR DEVELOPMENT COAL

**Pay To The Order Of:** DETROIT LAND BANK AUTHORITY  
**Pay:** THREE HUNDRED FORTY DOLLARS AND 00 CENTS \$\*\* 340.00 \*\*

**Drawn At:** JPMORGAN CHASE BANK, N.A.  
  
**Managing Director:** JPMorgan Chase Bank, N.A.  
 Columbus, OH

**Memo:**  
 Note: For information only. Comment has no effect on bank's payment.

Do not write outside this box

**⑆ 9107120705⑆ ⑆044000037⑆ 758661326⑆**

**Affidavit of Authority**

The undersigned, Doreen L. Givens, being duly sworn, hereby deposes and says:

1. I am over the age of 18 and am a resident of the State of Michigan. I have personal knowledge of the facts herein, and, if called as a witness, could testify completely thereto.
2. I suffer no legal disabilities and have personal knowledge of the facts set forth below.
3. I do hereby state that I am the authorized signatory on behalf of **WARREN/CONNER DEVELOPMENT COALITION** in my capacity as its Vice President to enter into and transact real estate transfers.
4. I certify that the article of incorporation or organization of **WARREN/CONNER DEVELOPMENT COALITION** vest me with the authority to bind **WARREN/CONNER DEVELOPMENT COALITION** into real estate transactions.
5. I state that on behalf of **WARREN/CONNER DEVELOPMENT COALITION** I accept the responsibility to meet all timelines, and project goals as stated in the development plan submitted on 06/12/17.

I declare that, to the best of my knowledge and belief, the information herein is true, correct, and complete.

Doreen L. Givens Signature  
Executed this 12 day of June, 2017.

**NOTARY ACKNOWLEDGEMENT**

This Affidavit of Authority was acknowledged before me on June 12, 2017, by Doreen L. Givens, President of **WARREN/CONNER DEVELOPMENT COALITION**, a Michigan nonprofit corporation.

Notary  
Signature of Notary  
Doreen L. Givens  
Printed name of Notary  
Notary Public, State of Michigan, County of Wayne  
My commission expires: 5-3-20  
Acting in the County of Wayne

**PURCHASE AGREEMENT**

1. **Parties.** This Purchase Agreement is entered on 13 day of JUNE, 2017, between the Detroit Land Bank Authority ("DLBA"), a Michigan public body corporate, whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan 48226, and Warren/Conner Development Coalition ("Purchaser"), a Michigan nonprofit corporation d/b/a Eastside Community Network, whose address is 4401 Conner, Detroit, Michigan 48215.
2. **Property Description; Sale.** DLBA will sell and Purchaser will purchase property located in the City of Detroit, County of Wayne, and State of Michigan, the legal descriptions of which are set for on Exhibit A attached hereto and incorporated by reference (individually and collectively, "Property"), in accordance with the terms and conditions of this Purchase Agreement.
3. **Purchase Price; Closing.** The purchase price for the Property is of Three-Hundred and 00/100 Dollars (\$300.00) ("Purchase Price"). Purchaser shall pay the total Purchase Price in full at the time of closing on the sale of the Property ("Closing"), less the amount of the Down Payment as defined below.
4. ~~**Non-Refundable Down Payment.** This Purchase Agreement acknowledges that Purchaser has made a non-refundable down payment in the amount of Thirty and 00/100 Dollars (\$30.00) (the "Down Payment"), and that this non-refundable down payment shall be applied to reduce the Purchase Price due at Closing.~~
5. **Financing.** DLBA may, at its discretion, subordinate or assign its interests in the Property to assist the Purchaser in obtaining any financing necessary for Purchaser to purchase the Property. Any subordination or assignment agreement must be presented to DLBA at least fifteen (15) days prior to the Closing. Any subordination or assignment agreement must be acceptable to DLBA, and the DLBA has the complete discretion to make changes to the terms of the agreement, or to reject any such agreement for any reason.
6. **Responsibility for Taxes, and Utilities; Quiet Title.** 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 date of Closing. 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 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 shall be memorialized by separate agreement whereby Purchaser agrees 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 ("Quiet Title Agreement"). The Quiet Title Agreement shall not impose an obligation upon DLBA to remove any title defect or eliminate any liability. DLBA shall have no obligation to proceed with the Quiet Title Action, and the Closing Date terms set forth in Section 15 of this Purchase Agreement shall in no way be extended or tolled.

until the Quiet Title Agreement fully executed.

7. **Responsibility for Closing Costs.** The DLBA, at its sole discretion, may elect to retain the services of a title company of its choice to complete the transfer of the Property. The Purchaser will be responsible to pay all Closing costs regardless of whether a title company is retained, which may include, but are not limited to: the preparation and filing of a Real Property Transfer Affidavit, costs of recording the Deed, title search fee, any escrow fee, and any other charges customarily incurred in the sale of real property in Wayne County, Michigan.
8. **Property Condition and Indemnification.** DLBA hereby disclaims any warranty, guaranty or representation, express or implied, oral or written, past, present, or future, of, as to or concerning (i) the condition or state of repair of the Property, or the suitability thereof for any purpose; (ii) the extent of any right-of-way, lease, possession, lien, encumbrance, easement, license, reservation, or condition in connection with the Property; (iii) 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; (iv) title to or the boundaries of the Property; and (v) the physical condition of the Property, including, without limitation to, the environmental condition of the Property and the structural, mechanical and engineering characteristics of the improvements to the Property. The sale of the Property shall be on an "AS IS, WHERE IS, WITH ALL FAULTS" basis. Purchaser expressly 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 shall 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 shall indemnify and hold DLBA, and each of their respective 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 8 shall survive Closing and shall not be merged with the Deed.
9. **No Additional Inspection by Purchaser.** By executing this Purchase 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 real 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.

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," which, if applicable, is attached as Exhibit D. At Closing, Purchaser will execute Exhibit D, if applicable.

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

- A. Purchaser is authorized and permitted to enter into this Purchase Agreement and to perform all covenants and obligations of Purchaser hereunder and Purchaser's right to execute this Purchase Agreement is not limited by any other agreements. The execution and delivery of this Purchase Agreement, the consummation of the transaction described herein and compliance with the terms of this Purchase 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 Purchase 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 a business entity, Purchaser has been duly organized, is validly existing and is in good standing in the state in which it was formed, and is qualified to do business in the State of Michigan. This Purchase Agreement and all other documents executed by Purchaser and delivered to DLBA at Closing are, duly authorized, executed and delivered by Purchaser. If purchaser is an individual, purchaser is a Michigan resident, or a non-Michigan resident planning to reside in the home for purchase.
- D. If Purchaser is a non-profit, faith based organization or community development corporation, Purchaser has been duly organized, is validly existing and is in good standing in the State of Michigan, and is qualified to conduct business in the State of Michigan.

- E. No other action by Purchaser, no consent, approval, order or authorization of any person or entity that is not a party to this Purchase Agreement, and no permit, consent, approval, declaration or filing with any governmental authority is required for Purchaser to execute and deliver the Purchase Agreement or perform the transaction contemplated herein.
- F. Neither Purchaser nor any Affiliates have material unresolved blight or building code violations under the Detroit City Code.
- G. Neither Purchaser nor any Affiliates have been awarded another property by the Detroit Land Bank and then failed to (i) make the down payment 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 Purchase Agreement shall survive Closing for a period of two (2) years (the "**Survival Period**").

For purposes of this Purchase 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.

- 11. **Post-Closing Property Inspection.** Purchaser shall permit agents of DLBA, its investigators or law enforcement officials to inspect the Property, without notice, for the period of time provided for in Section 16 to complete Purchaser's obligations thereunder in order to verify compliance with such terms, provided that if Purchaser is granted any extension(s) of time, then DLBA's right of inspection shall also automatically be extended for the same period.
- 12. **Quit Claim Deed.** DLBA will convey its interest in the Property to Purchaser through a Quit Claim Deed (the "**Deed**"), in the form attached 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 8 above.
- 13. **Evidence of Title; DLBA Authority.** Purchaser accepts title to the Property as DLBA acquired it. DLBA has full power and authority to enter into this Purchase 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 Purchase Agreement and all the deeds, agreements, certificates and other documents contemplated herein.
- 14. **Purchaser's Reconveyance Deed.** Purchaser shall execute and deliver a Reconveyance Deed, at the time of Closing, that reconveys the Property to DLBA (the "**Reconveyance Deed**"), in the form attached as Exhibit C. If Purchaser is in breach of any of its obligations set forth in

this Purchase Agreement during the Survival Period, DLBA shall have the right to reconvey the Property back to DLBA by recording the Reconveyance Deed at the Wayne County, Michigan Register of Deeds, as provided in Section 17.

**15. Closing.** At the Closing the following will occur:

- A. DLBA will deliver the Quit Claim Deed to Purchaser;
  - B. Purchaser will present a certified check payable to the title company retained to assist with Closing for the balance of the Purchase Price, all Closing costs and any other amounts required to be paid by Purchaser hereunder;
  - C. Purchaser will execute the Reconveyance Deed and deliver it to the DLBA;
  - D. Purchaser will execute the "Disclosure of Information on Lead-Based Paint and Lead Based Paint Hazards," if applicable; and
  - E. Purchaser will take immediate custody of the Property.
- Closing shall take place at DLBA's offices. DLBA will notify Purchaser of the prospective Closing Date not less than five (5) calendar days in advance, unless otherwise agreed between the parties, provided that, unless DLBA and Purchaser enter into a Quiet Title Agreement or Purchaser is utilizing lender financing, the Closing Date shall take not place more than thirty (30) days from the date of this Purchase Agreement. Lender-financed sales close more than sixty (60) days from date of this Purchase Agreement.

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

- A. In the event any Property is improved by a single-family detached home:
  - i. Purchaser must renovate and rehabilitate such Property within six (6) months after the Closing, or, if the Property is in a Historic District or has a historic designation (a "Historic Home"), within nine (9) months. Purchaser must provide DLBA with the following information by the following deadlines:
    - a. Within fifteen (15) days after Closing, Purchaser shall provide proof that the Property is secured and the exterior is maintained by way of:
      - 1. Photographs of all four (4) sides of the Property;
      - 2. Photographs showing all exterior debris has been removed; and
      - 3. Photographs showing the yard/ grass is maintained
  - b. Purchaser shall continue to maintain this property and ensure it is secured throughout the entire renovation period.
- b. Within thirty (30) days after Closing, Purchaser shall provide a copy of



a fully-executed contract with a State of Michigan licensed contractor to renovate the Property or documentation reasonably satisfactory to DLBA that Purchaser has the ability to renovate the Property itself and proof of payment for necessary renovation materials. If Purchaser hires a contractor to renovate the Property, said contract shall contain a date certain by which work on the Property is to begin, and Purchaser shall forward to DLBA proof of completion of such contract immediately upon completion. If Purchaser renovates the Property itself, Purchaser shall forward DLBA documentation reasonably satisfactory to DLBA evidencing the materials purchased and the work performed immediately upon completion. Further, Purchaser shall be responsible for contacting the City of Detroit's Buildings, Safety Engineering & Environmental Department ("BSEED") for purposes of obtaining permits, and/or a "hold letter" to defer demolition, if applicable.

c. Within sixty (60) days after Closing and at monthly intervals until completion; Purchaser shall provide photographs and other documented progress and status information on the Property to the DLBA.

d. Within six (6) months after Closing or, for Historic Homes, within nine (9) months; Purchaser shall provide proofs that the Property is fully rehabilitated and occupied.

When Purchaser considers all rehabilitation work required hereunder to be complete and the Property occupied and ready for final inspection, Purchaser shall so notify DLBA. DLBA will thereafter make or cause to be made such inspection or, at DLBA's election, request that Purchaser provide photographic documentation of the completed rehabilitation work and proofs of occupancy. If, upon inspection of the Property or such documentation, DLBA finds the entire work not fully completed or portions not acceptable under the terms and conditions of this Purchase Agreement or Purchaser's obligation to contact BSEED, DLBA will so notify Purchaser in writing indicating in what respects Purchaser has failed to complete the work in accordance with this Purchase Agreement or is otherwise in breach, and what measures and acts Purchaser must take or perform in order to cure such nonconformity. Purchaser shall thereafter promptly complete the work as required by this Purchase Agreement.

If Purchaser cannot timely complete the rehabilitation, but has made measurable progress and exercised diligence in working to do so, Purchaser may apply to DLBA, in writing and no more than thirty (30) days prior to the required rehabilitation completion date, for an extension, explaining the reasons that the extension is required and providing an estimate of the revised completion date. In DLBA's sole discretion, DLBA may grant Purchaser up to a ninety (90) day extension to complete rehabilitation of the Property. DLBA has complete discretion to grant, deny, or place conditions on the

initial or any subsequent extensions.

- B. In the event any Property is improved by structures other than a single-family detached home, Purchaser shall renovate and rehabilitate such Property and obtain a final Certificate of Compliance or, if applicable, a Final Certificate of Occupancy from BSEED within the time period and according to the terms more particularly described in Appendix 16B, attached hereto only if applicable.
- C. In the event any Property consists of unimproved vacant land ("Vacant Land"), and Purchaser has represented to DLBA that it has no immediate plans to construct improvements that would merit a development agreement, Purchaser shall either diligently pursue limited new construction or implement other productive uses of the Vacant Land within the time period and according to the terms more particularly described in Appendix 16C, attached hereto only if applicable.

**17. DLBA's Remedies upon Purchaser's Breach of Purchase Agreement.**

If at any time Purchaser fails to timely comply with any condition, covenant or obligation it has hereunder, including the obligations set forth in Section 16, or if Purchaser is found during the Survival Period to have been in breach of any representation or warranty contained herein as of the Closing Date, DLBA, in addition to any other remedies provided in this Purchase Agreement, may seek any and all of the following as its remedies:

- A. DLBA shall have the right to terminate this Purchase 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 Purchase 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 shall not constitute a penalty or a forfeiture.
- B. In the event of a breach of this Purchase Agreement by Purchaser, and in addition to the remedy provided in Subsection A. above, DLBA may in its sole discretion take any one or more of the following actions:
  - (1) Record the Reconveyance Deed at the Wayne County Register of Deeds Office, reconveying ownership of the Property back to the DLBA.
  - (2) Take immediate possession of the Property.
  - (3) Enter and secure the Property.
  - (4) Remove all occupants and personal belongings from within the Property.

(5) Take immediate ownership of all improvements and fixtures intended to be permanently attached to the Property.

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

Purchaser shall 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 Purchase Agreement.

**18. Limitation of Liability.** PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT DLBA HAS ACQUIRED THE PROPERTY THROUGH FORECLOSURE OR SIMILAR PROCESS, DLBA HAS NEVER OCCUPIED THE PROPERTY, AND DLBA HAS LITTLE OR NO DIRECT KNOWLEDGE ABOUT THE PHYSICAL CONDITION OF THE PROPERTY. PURCHASER AGREES THAT PURCHASER IS BUYING THE PROPERTY "AS IS" (AS MORE FULLY SET FORTH IN SECTION 8 OF THIS PURCHASE AGREEMENT).

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THE PURCHASE 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 PURCHASE AGREEMENT OR THE SALE OF THE PROPERTY TO PURCHASER SHALL BE LIMITED TO NO MORE THAN THE PURCHASE PRICE. PURCHASER AGREES THAT DLBA SHALL 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 PURCHASE AGREEMENT OR THE TRANSFER OF THE PROPERTY TO PURCHASER, INCLUDING THE CONDITION OF THE TITLE.

**19. Brokerage.** DLBA and Purchaser represent that neither has employed a broker and/or real estate agent in connection with the transaction contemplated by this Purchase Agreement. Purchaser agrees to indemnify, defend and hold DLBA other harmless from and against any claims for real estate broker's fees or any compensation sought in connection with this transaction.

**20. Governing Law.** This Purchase Agreement is governed by applicable Michigan law.

**21. Integration; Modification.** This Purchase Agreement contains both DLBA's and Purchaser's entire intentions and understandings in regards to the sale of the Property. This Purchase Agreement supersedes any prior agreements, whether written or oral.

DLBA and Purchaser may choose to modify this Purchase Agreement in a writing. The written modification must be signed and sworn by both parties. Any such modifications will become part of this Purchase Agreement by incorporation. This Purchase Agreement may not be modified orally.

22. **Severability.** If any one or more of the Purchase Agreement's provisions is/are held invalid or unenforceable in any respect, all other provisions will remain valid and enforceable as stated in the Purchase Agreement.
23. **Notice; Updates.** Except as otherwise expressly provided herein, all notices and communications hereunder shall be in writing and shall be deemed to have been given when either hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or by national overnight courier. Notice to Purchaser shall be sent to the address above set forth, or at such other address as Purchaser shall designate in writing to DLBA. Notice to DLBA shall be provided to:

Detroit Land Bank Authority  
500 Griswold Street, Suite 1200  
Detroit, Michigan 48226

All documentation and updates to be provided by Purchaser pursuant to Section 16 shall be sent by email (with the appropriate Property address in the subject line) or by first-class mail to:

Detroit Land Bank Authority  
Attn: Compliance Team  
500 Griswold Street, Suite 1200,  
Detroit, Michigan 48226  
documents@detroitlandbank.org

24. **Assignment; Notification upon Transfer of Property.** Until Purchaser has completed its obligations under Section 16 and the DLBA has confirmed and certified the completion of the obligations under Section 16, the Purchaser shall not assign, transfer or convey its rights and/or obligations under this Purchase Agreement and/or with respect to the Property without the prior written consent of DLBA, which consent DLBA may withhold in its sole, absolute and subjective discretion.
25. **Binding Effect.** This Purchase Agreement will be binding on the heirs, devisees, legal representatives, claimants, successors, and assignees of the parties.
26. **Closing Date.** This Purchase Agreement is effective on the Closing Date.
27. **Counterparts.** This Purchase Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
28. **Waiver.** No waiver by either party of any of its rights or remedies hereunder or otherwise shall

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 shall be effective unless such waiver is evidenced in a written instrument executed by the waiving party.

29.

**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) shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday.

Accordingly, DLBA and Purchaser having read and agreed to all the terms included in this Purchase Agreement have caused this Purchase Agreement to be executed effective as of the Closing Date.

**Signatures commence on following page**

DETROIT LAND BANK AUTHORITY

By: [Signature]  
Reginald B. Scott, II  
Is: Director of Disposition

Dated: 6/13/17

State of Michigan )  
) ss.  
Wayne County )

This Purchase Agreement was acknowledged before me on June 13, 2017, by Reginald B. Scott, II, Director of Disposition of the Detroit Land Bank Authority, a public body corporate.

[Signature]  
Signature of Notary  
Amber Elliott


**AMBER M. ELLIOTT**  
Notary Public, State of Michigan  
My Commission Expires 07/09/2018  
I am in the County of Wayne

Printed name of Notary  
Notary Public, State of Michigan, County of: Wayne  
My commission expires: 7-3-18  
Acting in the County of: Wayne

Remainder of Page left intentionally blank


**PURCHASER**

Dated: June 12, 2017

  
By: Joshua L. Stevens  
Its: President / CEO

State of Michigan )  
                                  ) ss.  
Wayne County        )

This Purchase Agreement was acknowledged before me on June 12, 2017, by  
Doreen L. Stevens, President / CEO of Warren/Conner Development  
Coalition, a Michigan Nonprofit Corporation d/b/a Eastside Community Network.

  
Signature of Notary  
Makia Bden

Printed name of Notary  
Notary Public, State of Michigan, County of: Wayne  
My commission expires: 5-8-24  
Acting in the County of: Wayne

Remainder of Page left intentionally blank

**APPENDIX 16C**

A. Pursuant to and consistent with the terms of Section 16(C), Purchaser shall maintain the Property and further construct and implement uses generally consistent with the "Hamilton Academy Rain Garden Concept Plan" attached hereto (the "Project") according to the following terms and conditions:

1. **Within thirty (30) days of Closing**, Purchaser shall provide photographs, receipts or other evidence showing that: all inert material, including but not limited to large rocks, broken concrete, bricks, and downed trees, and all solid waste that is present on the Property at the time of Closing has been removed from the outside yard; all grass has been mowed; and that all trees, shrubs, or other plant material have been removed or trimmed.

If Purchaser is unable to complete such work within the time provided, Purchaser shall provide evidence of the work Purchaser has completed, further report to DLBA a date certain by which such work is to be completed, and shall further report to DLBA the conditions of the Property that prevent Purchaser from so completing the work within 30 days after Closing. In DLBA's sole discretion, DLBA may grant Purchaser an extension of up to 30 days to complete the work or declare the Purchaser in default.

Purchaser shall thereafter maintain 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 six (6) 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 shall continue, to the extent that implementation of the Project does not otherwise impede such maintenance, until Purchaser obtains a Certificate of Completion, defined below, at which point the premises of the Property shall be maintained in a manner consistent with City regulations.

2. **Within ninety (90) days of Closing, and at ninety (90)-day intervals until Project completion**, Purchaser shall provide reports consisting of 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 1; invoices and/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, drawings, specifications or related documents respecting any improvements or landscaping. Purchaser shall make the Property available for review for verification of work performed as the DLBA deems necessary.

3. **Within three hundred sixty-five (365) days of Closing**, complete implementation of the Project.



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

B. When Purchaser considers all Project work to be complete, it shall 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 the implementation of the Project. Upon DLBA's determination that the Project is so complete, DLBA shall issue an instrument certifying such completion ("Certificate of Completion"). The DLBA shall determine the Project is complete and issue the Certificate of Completion upon determining that the Property is predominantly dedicated to use(s) generally consistent with the "Hamilton Academy Rain Garden Concept Plan" attached hereto and any unused portion is maintained in compliance with Section 16C(A)(1) above. Except as may be stated therein, the Certificate of Completion shall be a conclusive acknowledgment by DLBA of Purchaser's satisfaction of its obligations under this Appendix 16C of the Purchase Agreement. If DLBA determines the Project has not been fully implemented, 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 shall take or perform in order to cure such nonconformity or default. Purchaser shall thereafter promptly complete the Project.

C. If Purchaser cannot timely complete the 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 thirty (30) days prior to the required Project completion date, for an extension, and in such writing Purchaser shall 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.

D. If Purchaser fails to complete the Project or otherwise report progress on implementation as specified by this Purchase Agreement, Purchaser shall be in default. Any such default and Purchaser's failure to cure such default within thirty (30) days after written demand by DLBA to correct said default shall be deemed to constitute an **Event of Default**; provided, however, that if the nature of Purchaser's default is such that more than the cure period provided is reasonably required for its cure, then Purchaser shall not be deemed to be in default if Purchaser commences such cure within said period and thereafter diligently pursues such cure to completion. Pursuant to the remedies otherwise specified in Section 17 of the Purchase Agreement, DLBA shall have the right to reconvey the Property back to DLBA by recording the Reconveyance Deed at the Wayne County, Michigan Register of Deeds upon the occurrence of an uncured Event of Default subsequent to Closing and prior to the issuance of a Certificate of Completion.

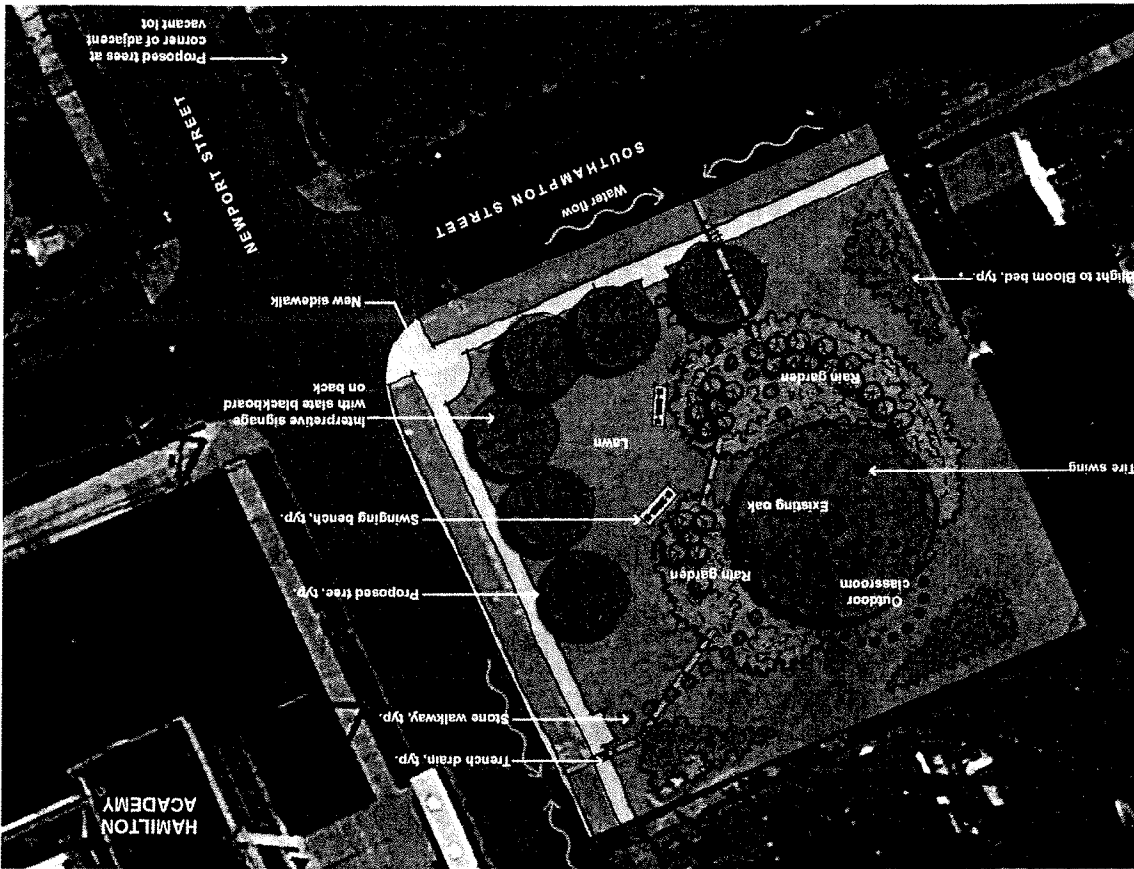


EXHIBIT A

W NEWPORT 50 WERNERS PARK SUB L43 P1 PLATS, WAYNE COUNTY RECORDS Parcel ID: 21054022.
Commonly Known As: 5503 Newport, Detroit, Michigan 48213 W NEWPORT 49 WERNERS PARK SUB L43 P1 PLATS, WAYNE COUNTY RECORDS Parcel ID: 21054021.
Commonly Known As: 5511 Newport, Detroit, Michigan 48213 W NEWPORT 48 WERNERS PARK SUB L43 P1 PLATS, WAYNE COUNTY RECORDS Parcel ID: 21054020. Commonly Known As: 5517 Newport, Detroit, Michigan 48213

**Exhibit B**

**QUIT CLAIM DEED**

The Detroit Land Bank Authority ("Grantor"), whose address is 500 Griswold, Suite 1200, Detroit, Michigan, 48226, conveys to Warren/Conner Development Coalition ("Grantee"), a Michigan nonprofit corporation d/b/a Eastside Community Network, whose address is 4401 Conner, Detroit, Michigan 48215, the following premises in the City of Detroit, Wayne County, Michigan:


**See Exhibit 1**

together with all and singular the tenements, hereditaments, fixtures, and appurtenances of that property, for the full consideration of Three-Hundred and 00/100 Dollars (\$300.00). 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**


This property is conveyed on the express condition that Grantee fulfill all of the terms and conditions set forth in the "Purchase Agreement" dated as of the Closing Date. If Grantee fails to fulfill all of the terms of the Purchase Agreement after this conveyance, the property may be conveyed back to the Grantor.

Dated: 6/13/11, 2017

Signed by Grantor:  
Detroit Land Bank Authority  
  
Reginald B. Scott II  
Director, Disposition

STATE OF MICHIGAN )  
                                  ) ss  
COUNTY OF WAYNE )

This document was acknowledged, subscribed and sworn before me this 13<sup>th</sup> day of June, 2017, by Reginald B. Scott II., Director, Disposition, Detroit Land Bank Authority.

  
Signature of Notary  
Amber Elliott  
Notary Public, State of Michigan  
My Commission Expires 11-07-2018  
COUNTY OF WAYNE  
MICHIGAN

Printed name of Notary  
Amber Elliott  
Notary Public, State of Michigan, County of: Wayne  
My commission expires: 11-07-2018  
Acting in the County of: Wayne

When recorded return to: Warren/Conner Development Coalition 4401 Conner Detroit, Michigan 48215 Tax Parcel ID(s): 21054022, 21054021, ... 21054020.	Send subsequent tax bills to: Warren/Conner Development Coalition 4401 Conner Detroit, Michigan 48215 Recording Fee: \$	Drafted by: David Baker Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226 Revenue Stamps: \$
--	--	---

**Exhibit 1**

W NEWPORT 50 WERNERS PARK SUB L43 P1 PLATS, WAYNE COUNTY RECORDS Parcel ID: 21054022.
Commonly Known As: 5503 Newport, Detroit, Michigan 48213
W NEWPORT 49 WERNERS PARK SUB L43 P1 PLATS, WAYNE COUNTY RECORDS Parcel ID: 21054021.
Commonly Known As: 5511 Newport, Detroit, Michigan 48213
W NEWPORT 48 WERNERS PARK SUB L43 P1 PLATS, WAYNE COUNTY RECORDS Parcel ID: 21054020.
Commonly Known As: 5517 Newport, Detroit, Michigan 48213

**Exhibit C**

**QUIT CLAIM  
RECONVEYANCE DEED**


Warren/Conner Development Coalition ("Grantor"), a Michigan nonprofit corporation d/b/a Eastside Community Network, whose address is 4401 Conner, Detroit, Michigan 48215, warrants and conveys to the Detroit Land Bank Authority ("Grantee"), 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:

W NEWPORT 50 WERNERS PARK SUB L43 P1 PLATS, WAYNE COUNTY RECORDS  
Parcel ID: 21054022.  
Commonly Known As: 503 Newport, Detroit, Michigan 48213

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 Grantee relinquishing its right to pursue an action based upon Grantee's 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: June 12, 2017

Grantor

By:   
Its: Doreen L. Givens  
President/CEO

State of Michigan )  
Wayne County ) ss.  
Wayne County )

This Quit Claim Reconveyance Deed was acknowledged before me on June 12, 2017, by Doreen L. Givens, President/CEO of Warren/Conner Development Coalition, a Michigan nonprofit corporation d/b/a Eastside Community Network.

  
Signature of Notary

Mark Oden  
Printed name of Notary  
Notary Public, State of Michigan, County of Wayne  
My commission expires: 5-8-24  
Acting in the County of: Wayne

When recorded return to: Executive Director Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226	Send subsequent tax bills to: Chief Financial Officer Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226	Drafted by: David Baker Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226
Tax Parcel ID(s): 21054022.	Recording Fee: \$	Revenue Stamps: \$



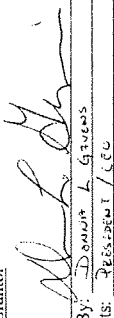
**QUIT CLAIM  
RECONVEYANCE DEED**

Warren/Conner Development Coalition ("Grantor"), a Michigan nonprofit corporation d/b/a Eastside Community Network, whose address is 4401 Conner, Detroit, Michigan 48215, warrants and conveys to the Detroit Land Bank Authority ("Grantee"), 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:

W NEWPORT 49 WERNERS PARK SUB L43 P1 PLATS, WAYNE COUNTY RECORDS  
 Parcel ID: 21054021.  
 Commonly Known As: 5511 Newport, Detroit, Michigan 48213

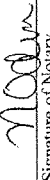
together with all and singular the tenements, hereditaments, fixtures, and appurtenances of that property, for the full consideration of One Dollar (\$1.00). Such conveyance is in consideration of Grantee relinquishing its right to pursue an action based upon Grantee's right of reconveyance. This conveyance 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: April 12, 2017

Grantor  
 By:   
 Its: Donald L. Griswold / CEO

State of Michigan )  
 ) ss.  
 Wayne County )

This Quit Claim Reconveyance Deed was acknowledged before me on April 12, 2017, by Donald L. Griswold, CEO of Warren/Conner Development Coalition, a Michigan nonprofit corporation d/b/a Eastside Community Network.

  
 Signature of Notary  
Nakia Caden  
 Printed name of Notary  
 Notary Public, State of Michigan, County of Wayne  
 My commission expires: 5-3-24  
 Acting in the County of: Wayne

When recorded return to: Executive Director Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226	Send subsequent tax bills to: Chief Financial Officer Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226	Drafted by: David Baker Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226
Tax Parcel ID(s): 21054021.	Recording Fee: \$	Revenue Stamps: \$

**QUIT CLAIM  
RECONVEYANCE DEED**

Warren/Conner Development Coalition ("Grantor"), a Michigan nonprofit corporation d/b/a Eastside Community Network, whose address is 4401 Conner, Detroit, Michigan 48215, warrants and conveys to the Detroit Land Bank Authority ("Grantee"), 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:

W NEWPORT 48 WERNERS PARK SUB L43 PI PLATS, WAYNE COUNTY RECORDS  
 Parcel ID: 21054020.  
 Commonly Known As: 5517 Newport, Detroit, Michigan 48213

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 Grantee relinquishing its right to pursue an action based upon Grantee's 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: June 12, 2017

Grantor  
 By: [Signature]  
 IS: DORANDA L. GREGG  
PRESEBET / CEO

State of Michigan )  
 ) ss.  
 Wayne County )

This Quit Claim Reconveyance Deed was acknowledged before me on June 12, 2017, by DORANDA L. GREGG, PRESEBET / CEO of Warren/Conner Development Coalition, a Michigan nonprofit corporation d/b/a Eastside Community Network.

[Signature]  
 Signature of Notary  
ANNA ODEN  
 Printed name of Notary  
 Notary Public, State of Michigan, County of Wayne  
 My commission expires: MAY 3, 2021  
 Acting in the County of Wayne

When recorded return to: Executive Director Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226	Send subsequent tax bills to: Chief Financial Officer Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226	Drafted by: David Baker Detroit Land Bank Authority 500 Griswold, Suite 1200 Detroit, Michigan 48226
Tax Parcel ID(s): 21054020.	Recording Fee: \$	Revenue Stamps: \$