

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is entered into as of the Effective Date (as defined herein), by and between the CITY OF DETROIT, a Michigan municipal corporation (“**City**”), acting by and through its Planning and Development Department, and CHN HOUSING PARTNERS, an Ohio nonprofit corporation (“**Purchaser**”).

RECITALS:

A. The City is the owner of that certain real property described on Exhibit A-1 attached hereto, commonly known as 13003, 13011, 13025, 13035 and 13041 E. Jefferson Avenue, Detroit, Michigan 48215 (the “**City Property**”).

B. The Detroit Land Bank Authority, a Michigan public body corporate (the “**DLBA**”), is the owner of that certain real property described on Exhibit A-2 attached hereto, commonly known as 1126, 1132, and 1138 Dickerson Street, and 1011, 1035, 1041, 1047, and 1053 Lenox Street, Detroit, Michigan 48215 (the “**DLBA Property**” and, together with the City Property, the “**Property**”).

C. The City desires to sell to Purchaser, and the Purchaser desires to purchase from the City, the City’s right, title and interest in and to the City Property.

D. At the City’s request, the DLBA has agreed to convey the DLBA Property to Purchaser at the Closing subject to the terms and conditions set forth in this Agreement.

E. The DLBA desires to sell to Purchaser, with the City as its agent, and Purchaser desires to purchase from the DLBA, the DLBA’s right, title and interest in and to the DLBA Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and of the benefits to be derived therefrom, and other good and valuable consideration, the receipt of which is hereby acknowledged, City and Purchaser agree as follows:

1. Definitions. The following words and phrases, listed in alphabetical order, shall have the following corresponding meanings when used in this Agreement:

Broker. Summit Commercial LLC, having an address of 7700 2nd Ave., Suite 300, Detroit, MI 48202

Business Day. A day which is not a Saturday, Sunday, state or federal holiday, or other day on which City of Detroit offices at 2 Woodward Avenue, Detroit, Michigan are closed to the public.

Closing. The consummation of the purchase and sale of the Property as contemplated in this Agreement.

Closing Date. A mutually agreeable date within thirty (30)days following satisfaction of the conditions precedent set forth in Section 9 hereof, but not later than the Outside Closing Date.

Council Approval. The approval of the transaction contemplated herein by resolution of the Detroit City Council, duly adopted, and approved by the Mayor of the City of Detroit, as certified by the City Clerk.

Deeds. The quit claim deed to the Property from each of the City and the DLBA substantially in the form attached hereto as Exhibit B.

Deposit. The sum of fifteen thousand and 00/100 dollars (\$15,000.00), to be increased by all interest, if any, earned thereon.

Development Agreement. A development agreement regarding the construction of improvements at the Property, in the form attached hereto as Exhibit C.

DLBA Board Approval. The approval of the sale of the DLBA Property as contemplated herein by resolution of the DLBA Board of Directors.

Effective Date. The date on which Purchaser and the City have each executed this Agreement and this Agreement has been approved as to form by the City of Detroit Corporation Counsel, as indicated on the City's signature page to this Agreement.

Environmental Reports. None.

Hazardous Materials. As referred to herein, shall mean any of the following as defined by the Relevant Environmental Laws (as defined herein): asbestos; hazardous wastes; solid wastes; toxic or hazardous substances, wastes, or contaminants (including, but not limited to, polychlorinated biphenyls (PCB's), paint containing lead, and urea formaldehyde foam insulation).

Inspection Period. The period commencing on the Effective Date of this Agreement and concluding at 11:59 p.m. eastern time ninety (90) days thereafter.

Intended Use. The use for which Purchaser desires to acquire the Property, which shall be for the construction and/or development of an approximately sixty thousand square foot (60,000 sq. ft.) multifamily residential building containing approximately fifty (50) residential units which shall be leased to families earning up to sixty percent (60%) of the median family income for the Detroit-Warren-Livonia Metropolitan Statistical Area, based on family size, and a parking lot to serve said multifamily building.

Outside Closing Date. 5:00 on June 30, 2025.

Purchase Price The sum of one hundred fifty thousand and 00/100 dollars (\$150,000.00).

Relevant Environmental Laws. All applicable federal, state, and local laws, rules, regulations, orders, judicial determinations, and decisions or determinations by any judicial, legislative or executive body of any governmental or quasi-governmental entity, whether in the

past, the present or the future, with respect to: (i) the installation, existence, or removal of, or exposure to, asbestos on the Property, (ii) the existence on, discharge from, or removal from the Property of Hazardous Materials, or (iii) the effects on the environment of the Property or of any activity conducted on the Property. Relevant Environmental Laws shall include, but are not limited to, the following: (i) the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC Sections 9601, *et seq.*; the Superfund Amendments and Reauthorization Act, Public Law 99-499, 100 Stat. 1613; the Resource Conservation and Recovery Act, 42 USC Sections 6901, *et seq.*; the National Environmental Policy Act, 42 USC Section 4321; the Safe Drinking Water Act, 42 USC Sections 300F, *et seq.*; the Toxic Substances Control Act, 15 USC Section 2601; the Hazardous Materials Transportation Act, 49 USC Section 1801; the Federal Water Pollution Control Act, 33 USC Sections 1251, *et seq.*; the Clean Air Act, 42 USC Sections 7401, *et seq.*; and the regulations promulgated in connection therewith; (ii) Environmental Protection Agency regulations pertaining to asbestos (including 40 CFR Part 61, Subpart M); Occupational Safety and Health Administration Regulations pertaining to asbestos (including 29 CFR Sections 1910.1001 and 1926.58) as each may now or hereafter be amended; and (iii) any state and local laws and regulations pertaining to Hazardous Materials and/or asbestos.

Right of Entry. A written authorization by the City and the DLBA to access City Property and DLBA Property, respectively, in a form promulgated by the City.

Survey. A current ALTA/NSPS survey of the Property, which Purchaser may order pursuant to this Agreement.

Survival Period. The period commencing on the Closing Date and continuing for one (1) year thereafter.

Title Commitment. A commitment to issue an ALTA owner's policy of title insurance with respect to the Property.

Title Company. A title company mutually acceptable to the City and Purchaser, and having an office located within the City of Detroit.

Title Objection Period. The period commencing on the Effective Date of this Agreement and concluding at 11:59 p.m. eastern time on the date that is ninety (90) days thereafter.

2. Purchase and Sale; Deposit.

(a) Subject to the term and conditions of this Agreement, City and the DLBA each agree to sell, and Purchaser agrees to purchase, the Property for the Purchase Price. In the event of Closing, the Purchase Price shall be paid, as directed by the City, by wire transfer of immediately available funds or certified funds simultaneously with delivery of the Deeds.

(b) Within three (3) days of the Effective Date, Purchaser shall deposit into escrow with Title Company the Deposit. Except in the event of default by the Purchaser, the Deposit shall be refundable to Purchaser until the City delivers evidence of Council Approval to Purchaser. Upon City's delivery of Council Approval to Purchaser, the Deposit shall be deemed earned by the City and thereafter shall be nonrefundable, except as otherwise provided herein. In the event of Closing, the Deposit shall be delivered to the City and credited towards the Purchase Price.

3. Inspection of Property; Right of Entry.

(a) Prior to Purchaser and any of its consultants performing physical investigations of the Property, Purchaser shall obtain, and shall execute and return to the City, a Right of Entry. The City's execution of this Agreement does not constitute permission for Purchaser and its consultants to enter onto the Property, and Purchaser and its consultants shall comply with the typical procedures of the City for applying for and obtaining a Right of Entry. Purchaser shall submit applications for any required Right of Entry for Purchaser's inspections of the Property within fifteen (15) days of the Effective Date.

(b) After Purchaser and its consultants obtain the Right of Entry required pursuant to Section 3(a) hereof, Purchaser shall have the right to undertake such surveying, environmental, and other due diligence investigations and inspections of the Property as Purchaser may deem appropriate, and as authorized in the Right of Entry. Purchaser shall not interfere, and shall prevent its consultants from interfering, with the use of the Property by the City or any tenant in possession of the Property, including any demolition or site improvement activities of the City or such tenant in possession. All of Purchaser's inspections and investigations of the Property shall be done at Purchaser's sole risk and expense. Purchaser shall provide not less than one (1) Business Days' notice to the City or its designated agent (which notice may be made by e-mail to the City or City's designated agent), prior to performing any physical investigations or inspections of the Property. Purchaser shall perform all inspections during regular business hours. The City shall have the right to have a representative present during any investigations or inspections of the Property. Purchaser shall comply with all terms and requirements of the Right of Entry.

(c) Purchaser shall not cause any damage to the Property and shall fully restore the Property to the condition existing prior to any activity by Purchaser or its consultants. Purchaser shall indemnify, defend and hold the City and the DLBA harmless from and against, any and all loss, cost, liability and expense, including reasonable attorneys' fees and litigation costs, suffered or incurred by the City or the DLBA as a result of the Purchaser's or Purchaser's consultant's entry onto the Property. Upon request of the City, and at no cost to the City, Purchaser shall deliver to the City a copy of each survey or report generated as a result of Purchaser's inspections and investigations. It shall be a condition precedent to any return of the Deposit to Purchaser that Purchaser shall first have performed restoration of the Property and delivered its surveys and reports to the City as required by this Section 3(c). The requirements of this Section 3(c) shall survive the termination of this Agreement.

(d) Purchaser shall obtain, prior to Purchaser's entry onto the Property, and shall maintain during the term of this Agreement, and shall cause each of Purchaser's consultants to obtain and maintain, at its sole expense, insurance in the following types and amounts:

(i) Workers' compensation insurance for employees that meets Michigan's statutory requirements and Employers' Liability insurance with minimum limits of one hundred thousand dollars (\$100,000) each accident.

(ii) Automobile liability insurance covering all owned, hired, and non-owned vehicles with personal protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance, with minimum bodily injury limits of one hundred thousand dollars (\$100,000) each person and three hundred thousand dollars

(\$300,000) each occurrence and minimum property damage limits of one hundred thousand dollars (\$100,000) each occurrence.

(iii) Commercial general liability insurance with minimum limits of one million dollars (\$1,000,000) combined single limit, each occurrence, two million dollars (\$2,000,000) in the aggregate, for bodily injury, property damage, products, completed operations and blanket contractual liability for all written agreements.

All of said insurance policies shall name Purchaser as the insured and, except for the worker's compensation insurance, shall name the City of Detroit as an additional insured and shall, to the extent obtainable, be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days' prior notice to the City.

(e) Purchaser shall have the right, at any time prior to the expiration of the Inspection Period, for any reason or no reason, in its sole and absolute discretion, to terminate this Agreement by delivering written notice of such termination to the City, in which event this Agreement shall terminate and be of no further force or effect, (subject to Purchaser's compliance with Section 3(c) of this Agreement) the Deposit shall be returned to Purchaser, and neither party shall have any liability to the other hereunder except for obligations which expressly survive termination. If Purchaser does not deliver a copy of such notice of termination to the City prior to the expiration of the Inspection Period, then Purchaser shall be deemed to be satisfied with the physical and financial condition of the Property and have waived any right to object thereto, and Purchaser and the City shall proceed to Closing, subject to satisfaction or waiver of the remaining conditions precedent set forth herein.

4. Title; Survey

(a) Purchaser may, at its own expense, obtain the Title Commitment in the amount of the Purchase Price from Title Company, showing all matters of record affecting title to the Property. Purchaser shall provide the City with a copy of the Title Commitment, together with copies of all instruments described in Schedule B thereof, promptly upon Purchaser's receipt of the same.

(b) Purchaser may, at its own expense, obtain the Survey from a registered land surveyor, which may contain such detail from the ALTA/ASCM Schedule A Table as Purchaser deems necessary. Purchaser shall cause the Survey to be certified to the "City of Detroit" and shall deliver a certified copy of such survey to the City promptly following Purchaser's receipt thereof.

(c) Purchaser shall have the right, prior to expiration of the Title Objection Period, to notify the City of any objections to the state of title to the Property disclosed in the Title Commitment or the Survey. If Purchaser timely delivers notice of such objections to the City then the City may, but shall not be obligated to, cure such objections or notify Purchaser of any actions which the City proposes to take to cure such objections within ten (10) Business Days following the City's receipt of Purchaser's notice of such objections. If the City does not deliver notice to Purchaser of the City's proposed cure to such objections within such ten (10) Business Day period, then the City shall be deemed to have elected not to cure the Purchaser's objections. If Purchaser timely delivered notice of its title and survey objections to the City, and if Purchaser is dissatisfied for any reason with the City's cure of, proposed cure of, or election not to cure the Purchaser's objections then the Purchaser shall have the right to terminate this Agreement by providing written

notice thereof to the City not later than twenty-one (21) days following expiration of the Title Objection Period, in which event this Agreement shall terminate and be of no further force or effect, (subject to Purchaser's compliance with Section 3(c) of this Agreement) the Deposit shall be returned to Purchaser, and neither party shall have any liability to the other hereunder except for obligations which expressly survive termination. If Purchaser does not elect to terminate this Agreement within twenty-one (21) days following expiration of the Title Objection Period as permitted hereunder, then Purchaser shall be deemed to have waived its objections and be satisfied with the state of title to the Property, and the parties shall proceed to Closing subject to the remaining terms and conditions hereof.

5. Representations and Warranties of Purchaser.

(a) In order to induce the City to enter into this Agreement, Purchaser represents and warrants to the City that, as of the date of this Agreement and as of Closing:

(i) Purchaser is a duly organized non-profit corporation, validly existing in the state of its formation, duly qualified to transact business in the State of Michigan, and in good standing under the laws of the State of Michigan, and has full power and authority to carry on its business as it is now being conducted.

(ii) Purchaser has the power to make, deliver and perform this Agreement and has taken all necessary action to authorize the foregoing and to authorize the execution, delivery and performance of this Agreement.

(iii) The execution, delivery and performance of this Agreement will not violate any provision of any existing law, regulation, order or decree of any court or governmental entity, the violation of which would or could materially affect its ability to fulfill its obligations under this Agreement, or any provision of Purchaser's organizational documents (*e.g.*, charter, articles of incorporation, articles of organization, partnership agreement, bylaws or operating agreement) and will not violate any provision of, or constitute a default under, any agreement or contract to which Purchaser is a party, the violation of which would or could materially affect its ability to fulfill its obligations under this Agreement.

(iv) Purchaser and each of Purchaser's officers, directors, partners, managers and members have paid all income, personal and property taxes, and inspection or license fees heretofore due, payable, and owing to the City of Detroit. Purchaser is not in default to the City of Detroit or the DLBA.

(v) To the best of Purchaser's knowledge, Purchaser is in compliance with all existing laws and regulations applicable to it, the violation of which would or could materially adversely affect its ability to fulfill its obligations under this Agreement.

(vi) No litigation or administrative proceeding of or before any court or administrative body is presently pending, nor, to Purchaser's knowledge, is any such litigation or proceeding presently threatened, against Purchaser or any of its property, that, if adversely determined, would or could materially affect its ability to fulfill its obligations under this Agreement, or by it against the City.

(vii) All financial statements of Purchaser previously submitted to the City in connection with Purchaser's proposed acquisition of the Property (i) are complete and correct in all material respects, (ii) accurately present its financial condition as of the dates of such statements, and the results of Purchaser's operations for the periods for which same have been furnished, and (iii) have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods covered thereby.

(viii) To the best of Purchaser's knowledge, all other written information, reports, papers, and data given to the City by Purchaser with respect to Purchaser are accurate and correct in all material respects and substantially complete insofar as completeness may be necessary to give the City a true and accurate knowledge of the subject matter, and all projections of future results are, in its opinion, reasonable.

(ix) To the best of Purchaser's knowledge, Purchaser is not a party to any agreement or instrument materially and adversely affecting Purchaser's present or proposed business, properties or assets, operation or condition, financial or otherwise, not disclosed to the City in writing; and Purchaser is not in default in the performance, observance, or fulfillment of any of the material obligations, covenants, or conditions set forth in any agreement or instrument to which it is a party, the violation of which would or could materially affect its ability to fulfill its obligations under this Agreement.

(b) All of the representations and warranties of Purchaser contained in this Section 5 shall survive the delivery of the Deeds and shall remain in full force and effect. Purchaser shall indemnify and hold the City and the DLBA harmless from and against, and shall be obligated to pay and reimburse the City and the DLBA for, any and all loss and damage (including reasonable attorneys' fees, whether inside or outside counsel) which the City or the DLBA, as applicable, may sustain or incur as a result of any misrepresentation or breach of warranty on the part of Purchaser due to the City's or the DLBA's reliance thereon.

(c) It shall be a condition precedent to City's and the DLBA's obligation to sell the Property at Closing that the representations and warranties of Purchaser contained in this Section 5 shall be true, complete and correct as of the Closing Date.

6. Condition of the Property; AS-IS Sale.

(a) Pursuant to the requirements of Section 16 of Part 201 of NREPA, being MCL 324.20116, Purchaser acknowledges and agrees that the City has notified Purchaser whether, to the City's knowledge, the property is a "facility" as that term is defined in Part 201 of NREPA, by the City's delivery of the Environmental Reports to Purchaser. The general nature and extent of any land or resource restrictions or any release at or from the facility that is known to the City is more fully described in the Environmental Reports, if any. Purchaser, by its execution of this Agreement, acknowledges its receipt of the Environmental Reports. The foregoing shall not be deemed to be a representation by the City as to the current environmental condition of the Property or the scope or extent of any contamination or other adverse matter affecting the Property.

(b) Except as expressly set forth in this Agreement, it is understood and agreed that the City and the DLBA are not making and have not, at any time, made any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for

a particular purpose, title, zoning, tax consequences, latent or patent defects, environmental condition, utilities, operating history, valuation, governmental approvals, the compliance of the Property with applicable laws, the truth, accuracy or completeness of any documents or other information provided by or on behalf of the City to the Purchaser, or any other matter regarding the Property. The Property is being sold, and at Closing the Purchaser shall accept the Property in its AS-IS, WHERE-IS, and WITH ALL FAULTS condition. Purchaser has not relied, and will not rely upon, and the City shall not be liable for or bound by, any express or implied warranties, guarantees, statements, representations or other information pertaining to the Property or relating thereto, including, without limitation, any property information made or furnished by any real estate broker or agent representing or purporting to represent the City.

(c) Purchaser has conducted, or prior to Closing will conduct such investigations of the Property as Purchaser deems necessary to satisfy itself as to the condition of the Property and will rely solely upon the same and not upon any information provided by or on behalf of the City, the DLBA, or their respective agents or employees with respect thereto. Purchaser hereby releases the City and the DLBA and their respective officials, employees, and agents (but not any third party) from any and all liability for any defects in or conditions of the Property, including but not limited to any surface, subsurface, latent or patent conditions whether naturally occurring or by action of any party, or conditions currently existing thereon. In the event of Closing, Purchaser shall accept the Property in its then "AS IS, WHERE IS" physical condition with "ALL FAULTS" and Purchaser shall be deemed to have released, discharged and acquitted the City and the DLBA from any and all claims or causes of action relating to the Property, including such physical condition, whenever discovered.

(d) Purchaser agrees that the disclosures of the City concerning the Property and its condition are intended to satisfy any duties the City or the DLBA may have under the law, including but not limited to statutes, Relevant Environmental Laws and common law. Purchaser shall rely solely on its own due diligence with respect to such inquiries, investigations and assessments.

(e) Neither the City nor the DLBA shall be liable to Purchaser for, and Purchaser, for itself and its successors and assigns, hereby releases the City and the DLBA from, any and all liability for any violation or alleged violation of the Relevant Environmental Laws by Purchaser with respect to the Property, whether such alleged violation occurred before or after Closing and the transfer of possession to Purchaser. Neither the City nor the DLBA shall be liable for, and Purchaser shall immediately pay to the City or the DLBA, as applicable, when incurred and shall indemnify, defend and hold the City and the DLBA harmless from and against, all loss, cost, liability, damage and expense (including, but not limited to, attorneys' fees and costs incurred in the investigation, defense and settlement of claims) that the City or the DLBA may suffer or incur as a result of or in connection in any way with any violation of the Relevant Environmental Laws occurring after the Closing or the date of transfer of possession of the Property, whichever is earlier, any environmental assessment or study from time to time undertaken or requested by Purchaser, or breach of any covenant or undertaking by Purchaser in this Agreement; provided, however, Purchaser shall have no obligation to the City or the DLBA with respect to liabilities arising solely from the gross negligence or willful misconduct of the City or the DLBA, respectively.

7. Zoning; Property Development.

(a) Purchaser shall, as part of Purchaser's inspections and investigations of the Property, determine whether the Property is currently zoned for Purchaser's Intended Use of the Property, and shall provide notice of the Purchaser's conclusions of whether the Property is properly zoned for the Intended Use prior to expiration of the Inspection Period. If the Intended Use is not a permitted use under the applicable zoning classification of the 2019 Detroit City Code without the necessity of a rezoning, special exception, use permit, variance, or other approval, then it shall be a condition precedent to the City's and the DLBA's obligation to sell the Property to Purchaser at Closing that Purchaser shall have first obtained a rezoning of the Property, a special or conditional use permit, or variance regarding the Property which permits the use of the Property for the Intended Use. Purchaser shall apply for such rezoning, use permit, or variance within ten (10) days following the expiration of the Inspection Period. If Purchaser does not obtain a rezoning, conditional use permit or variance which permits use of the Property for the Intended Use within one hundred twenty (120) days following expiration of the Inspection Period, then each party shall have the right to terminate this Agreement by providing written notice to the other party at any time prior to Purchaser obtaining such rezoning, conditional use permit or variance. If either party terminates this Agreement as permitted in this Section 7, then this Agreement shall terminate and be of no further force or effect, (subject to Purchaser's compliance with Section 3(c) of this Agreement) the Deposit shall be returned to Purchaser, and neither party shall have any liability to the other hereunder except for obligations which expressly survive termination. The City has not made any representation or warranty to Purchaser that the Property is properly zoned for the Intended Use, and nothing contained herein shall be deemed to be an agreement or guaranty of the City's grant of any zoning action with respect to the Property. The grant or denial of any rezoning, conditional use permit, variance or other zoning action with respect to the Property shall be at the sole discretion of the City and its applicable departments, subject to applicable laws, rules, regulations and the 2019 Detroit City Code.

(b) The sale of the Property to Purchaser is expressly conditioned upon Purchaser constructing improvements upon the Property to use the Property for the Intended Use. At Closing, the parties shall each execute and deliver, and cause to be recorded, the Development Agreement. Purchaser shall comply with the terms of the Development Agreement and the Purchaser and its successors and/or assigns shall be bound by the terms thereof.

8. Action of City Council; City Right to Terminate.

(a) Nothing contained herein shall be deemed to be a representation by the City of any action which may be taken by the Detroit City Council or the Mayor of the City of Detroit. Nothing contained in this Agreement shall obligate any member of the Detroit City Council to vote in any specific manner with respect to approval of the City's sale of the Property, and each member of the Detroit City Council is entitled to exercise their independent judgment in voting whether to approve the City's sale of the Property.

(b) The City may terminate this Agreement at any time prior to Closing by providing written notice of such termination to Purchaser if the City, in its sole discretion, determines that the sale of the Property is not in the best interests of the City. If the City terminates this Agreement as permitted pursuant to this Section 8(b), then this Agreement shall terminate and be of no further force or effect, (subject to Purchaser's compliance with Section 3(c) of this Agreement) the Deposit shall be returned to Purchaser, and neither party shall have any liability to the other hereunder except for obligations which expressly survive termination.

9. The City's Conditions Precedent to Closing. The following matters are conditions precedent to the City's and DLBA's obligation to sell the Property and perform its obligations to effectuate Closing of the transaction contemplated herein:

(a) The transaction contemplated herein shall have been approved by a resolution of the Detroit City Council duly adopted, and approved by the Mayor of the City of Detroit, as certified by the City Clerk, and all conditions contained in said resolution shall have been satisfied;

(b) The DLBA shall have received DLBA Board Approval.

(c) Purchaser shall have furnished the City evidence satisfactory to the City of Purchaser financial ability to develop the Property for the Intended Use, which evidence, if requested by the City, may consist of validly executed financing documents acceptable to the City from qualified financial institutions of recognized responsibility, evidencing (i) sufficient capital on deposit to secure financing, which capital shall not be subject to withdrawal prior to Closing, and (ii) legally binding and enforceable commitments for obtaining financing. The City may, in its discretion, waive such requirements if Purchaser submits other evidence satisfactory to the City of Purchaser's financial ability to develop the property for the Intended Use.

10. Closing.

(a) The Closing shall take place on the Closing Date at the offices of the Title Company in Detroit, Michigan, the offices of the Detroit Building Authority, or at another mutually agreeable location. If the Closing has not occurred by the Outside Closing Date, and the City has not consented in writing to any extension thereof, then the City may terminate this Agreement by providing written notice thereof to Purchaser at any time prior to the Closing of the transaction contemplated herein, in which event this Agreement shall terminate and be of no further force or effect, the Deposit shall be disbursed to the City, and neither party shall have any liability to the other hereunder except for obligations which expressly survive termination.

(b) At the Closing, the City shall execute and deliver, or cause to be delivered by the DLBA, as applicable, to Purchaser the following, in the form prescribed herein or such form as is reasonably satisfactory to the City and its counsel:

(i) The Deeds;

(ii) The Development Agreement; and

(iii) The closing statement to be entered into between the parties as detailed in Section 10(d) hereof.

(c) At the Closing, Purchaser shall deliver to the City the following in the form prescribed herein or such form as is reasonably satisfactory to the City and its counsel:

(i) The Purchase Price, as adjusted by the adjustments set forth herein;

(ii) The Development Agreement;

(iii) A certified copy of the resolution of the manager, members, board directors, or partners of Purchaser, as applicable, authorizing the execution, delivery and performance of this Agreement and all other documents and actions contemplated hereunder, and the transaction contemplated herein, and certifying those persons who have the authority to execute agreements on behalf of and binding upon the Purchaser, in a form acceptable to the Title Company and the City; and

(iv) The closing statement to be entered into between the parties as detailed in Section 10(d) hereof.

(d) At and upon Closing, the City and Purchaser shall execute and deliver to each other a closing statement showing the amounts by which the Purchase Price shall have been adjusted, such adjustments to be made as of the date of Closing, as follows:

(i) The City shall pay, at or prior to Closing, all utility charges with respect to the Property, including all charges of public water and sewer service for the Property, for all periods prior to the month in which Closing occurs. The City shall use commercially reasonable efforts to obtain a final statement from DTE Energy of electrical and gas utility charges with respect to the Property as of the Closing Date, and a final statement from the Detroit Water and Sewerage Department of public water and sewer service utility charges with respect to the Property as of the Closing Date, and, at Closing, shall pay all amounts required to be paid pursuant to such final statements.

(ii) If the Property is on the tax rolls at the date of Closing, taxes and assessments, special and otherwise, which are a lien against the Property and which are due and payable as of the date of Closing shall be paid (or caused to be paid) by the City at or prior to Closing. Summer and winter ad valorem property taxes assessed within the prior twelve (12) months with respect to the Property shall be prorated between Purchaser and the City based on the Closing Date, with summer ad valorem property taxes being treated as paid in advance for the period running from July through June of the following year, and winter ad valorem property taxes being treated as paid in advance for the period running from January through December in the year following when such ad valorem taxes were levied.

(iii) If the Property is not on the tax rolls at the date of Closing, Purchaser agrees to pay to the City at Closing a prorated amount equal to the ad valorem taxes and assessments which would have been levied had the Property been on the tax rolls. This amount shall be (1) based on the greater of the Purchase Price or the Property's True Cash Value as then most recently determined by the City's Assessor; (2) calculated using the most recently posted total non-homestead millage rates (including special assessments levied on a millage basis); and (3) prorated from the date of Closing or transfer of possession, whichever is earlier, to the dates when the next tax bills are issued after the date the Property is placed back on the tax rolls. The Property will be placed back on the tax rolls as of December 31 of the year in which the Closing or transfer of possession takes place. For example, if the date of Closing or transfer of possession occurred in the 2000 calendar year, the Property would be placed back on the tax rolls effective December 31, 2000, and the next tax bills issued would be July 1, 2001 for the summer taxes and December 1, 2001 for the winter taxes. The payment for taxes would be prorated to June 30, 2001 and December 31, 2001, respectively. If the date of Closing and transfer of possession take place in the 2001 calendar year, the Property will not be placed on the tax rolls until December 31, 2001,

and tax bills will not be issued until July 1 and December 1, 2002. In that case, the payment for taxes would be prorated to June 30, 2002, and December 31, 2002.

(iv) Purchaser shall pay the premium for any owner's policy of title insurance or loan policy of title insurance desired by Purchaser, together with the cost of all endorsements thereto. Purchaser shall be responsible for and shall pay all costs related to recording the Deeds, including any documentary stamp tax or state or county transfer taxes, if any, and the Development Agreement. Purchaser shall be responsible for paying the costs, fees and expenses of whatever kind or nature related to the services of all of its attorneys, consultants, engineers, and professionals incurred pursuant to the making of or performance of this Agreement and shall hold the City and the DLBA harmless with respect to the payment of the same.

(v) Escrow and closing costs, if any, charged by the Title Company shall be paid by Purchaser.

11. Loss by Fire, Other Casualty or Condemnation.

(a) The City shall give Purchaser prompt notice of any damage to or destruction of all or any part of the Property or of the institution of any proceedings for condemnation thereof.

(b) In the event that prior to the Closing Date the Property suffers material damage, Purchaser shall have the right, exercisable by giving notice to the City within fifteen (15) days after receiving written notice of such damage or destruction, to either (i) terminate this Agreement, in which event this Agreement shall terminate and be of no further force or effect, (subject to Purchaser's compliance with Section 3(c) of this Agreement) the Deposit shall be returned to Purchaser, and neither party shall have any liability to the other hereunder except for obligations which expressly survive termination, or (ii) accept the Property in its then condition and to proceed with the Closing, and to receive all insurance proceeds paid to the City (if any) for such material damage, together with an assignment of all of the City's rights to any insurance proceeds (if any) payable, by reason of such damage or destruction, less any actual out-of-pocket costs of restoration of the City. If Purchaser elects to proceed pursuant to clause (ii) above, the City shall not compromise, settle or adjust any claims to such proceeds without Purchaser's prior written consent.

(c) If prior to Closing there is any non-material damage to the Property, the City shall provide, or assign the rights to, Purchaser all of the City's insurance proceeds (if any) related to such repair of such non-material damages prior to the Closing.

(d) If prior to the Closing the Property is subject to a material taking by public authority, Purchaser shall have the right to terminate this Agreement by providing written notice to the City within ten (10) days following the Purchaser's receipt of notice of such taking, in which event this Agreement shall terminate and be of no further force or effect, (subject to Purchaser's compliance with Section 3(c) of this Agreement) the Deposit shall be returned to Purchaser, and neither party shall have any liability to the other hereunder except for obligations which expressly survive termination.

(e) If prior to the Closing the Property is subject to a non-material taking, Purchaser shall accept the Property in its then condition and proceed with the Closing and shall be entitled to an assignment of all of the City's or the DLBA's rights, as applicable, to any award in

connection with such taking. In the event of any such non-material taking, the City shall not compromise, settle or adjust any claims to such award without Purchaser's prior written consent.

(f) For the purposes of this Section 11, damage to or the taking of a portion of the Property shall be deemed to be material if the reasonably estimated cost of restoration or repair of the damage or the diminution of the value of the remaining Property on account of the taking, as the case may be, shall be fifty thousand and 00/100 dollars (\$50,000.00) or greater.

12. Indemnification by Purchaser

(a) Purchaser agrees to and shall indemnify and hold harmless the City, the DLBA, and their respective agents and its employees against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including without limitation, reasonable litigation costs and attorneys' fees) which may be imposed upon, incurred by or asserted against the City or the DLBA, as applicable related to this Agreement by reason of any negligent or tortious act or omission of Purchaser or its associates resulting in personal injury, bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use therefrom, except for such of the same as are caused solely by the City, the DLBA, or their respective employees', contractors', or agents' gross negligence or willful misconduct. Purchaser also agrees to hold the City and the DLBA harmless from any and all injury to the person or damage to the property of an employee of the City or the DLBA which arises out of or pursuant to any negligent or tortious act or omission of Purchaser or its associates resulting in personal injury, bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use therefrom except for such loss or injury as is caused solely by the City's, the DLBA's, or their respective employees', contractors', or agents' gross negligence or willful misconduct.

(b) In the event any action or proceeding shall be brought against the City or the DLBA by reason of any claim covered hereunder, Purchaser, upon notice from the City, will at its sole cost and expense, resist and defend the same, using legal counsel reasonably acceptable to the City or the DLBA, as applicable.

(c) From and after the date of Closing, neither the City nor the DLBA shall be responsible or liable to Purchaser, and Purchaser hereby releases the City and the DLBA from liability, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying any part of the Property. From or after the date of Closing or the date Purchaser takes possession of the Property, whichever is earlier, Purchaser shall be solely responsible for all injuries to persons and property resulting from any accident, explosion, leak or other cause arising in or about the use of the Property and its appurtenances. The City and the DLBA shall not be responsible for any loss or damage resulting to Purchaser or its property or to any other person or persons on their property which may be caused by the bursting, stopping, or leaking of water, gas, sewer or steam pipes or from overflow or backing up of any sewer or water main, unless caused by the City's or the DLBA's gross negligence or willful misconduct.

13. City Default; Purchaser's Remedies. If the City defaults in the performance of any of its obligations and/or covenants hereunder prior to Closing, and such default is not cured by the City within thirty (30) days after Purchaser delivers written notice thereof to the City, provided that the Purchaser is not then in default hereunder, Purchaser's remedy on account thereof shall be either (i) the termination of this Agreement upon written notice thereof to the City, in which event

this Agreement shall terminate and be of no further force or effect, (subject to Purchaser's compliance with Section 3(c) of this Agreement) the Deposit shall be returned to Purchaser, and neither party shall have any liability to the other hereunder except for obligations which expressly survive termination, or (ii) Purchaser shall be entitled to seek the specific performance of the City's obligations under this Agreement from a court of competent jurisdiction; provided that any action against the City seeking specific performance shall be commenced by Purchaser, if at all, within sixty (60) days from the expiration of such thirty (30) day notice and cure period or be forever barred.

14. Purchaser Default; City Remedies.

(a) If Purchaser defaults in the performance of any of its obligations and/or covenants hereunder, and such default is not cured by Purchaser within ten (10) days after the City delivers written notice thereof to Purchaser, then the City shall have the right (i) to terminate this Agreement by providing written notice thereof to Purchaser and receive the Deposit, in which event this Agreement shall be terminated, the Deposit shall be disbursed to the City, and neither party shall thereafter have any further liability or obligation hereunder except for obligations which expressly survive termination, and (ii) pursue such other rights or remedies as may be available at law or in equity. The rights and remedies of the City, whether provided by law or equity or by this Agreement, shall be cumulative, and the exercise by the City of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach. No waiver made by the City shall apply to obligations beyond those expressly waived in writing. Purchaser shall reimburse the City for its expenses, including reasonable attorneys' fees (whether inside or outside counsel), reasonably incurred by the City after a default by Purchaser in connection with the enforcement of or the preservation of any rights under this Agreement.

(b) It shall be considered a Purchaser default hereunder, for which Purchaser shall not be entitled to any notice or cure rights, if 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. § 101 or any successor statute thereto (unless, in the case of a petition filed against Purchaser, the same is dismissed within forty-five (45) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Purchaser's assets or of Purchaser's interest in this Agreement, where possession is not restored to Purchaser within forty-five (45) days; (iv) the attachment, execution or other judicial seizure of substantially all of Purchaser's assets located at the Property or of Purchaser's interest in this Agreement, where such seizure is not discharged within forty five (45) days; or (v) Purchaser's voluntary or involuntary dissolution.

15. Brokers. Each party represents and warrants to the other that they have not dealt with a real estate broker or finder in connection with the purchase and sale of the Property other than Broker. In the event of Closing, the City shall pay Broker a commission pursuant to a separate written agreement between the City and Broker. Purchaser shall indemnify the City and the DLBA against any liability for commissions arising in connection with the sale of the Property which may be claimed by any party alleging to have been retained or utilized by Purchaser.

16. Assignment by Purchaser. Prior to Council Approval, Purchaser may not transfer or assign this Agreement or any rights or interests under this Agreement, without the prior

written approval of the City. From and after Council Approval, Purchaser may not assign this Agreement or any rights or interests under this Agreement without the prior written approval of the City and the approval of the Detroit City Council. Prior to the Closing, Purchaser may not assign the Property or any rights or interests in or to the Property.

17. Notices. All notices, requests, demands or other communications required to be provided by any party under this Agreement shall be in writing and shall be deemed given hereunder (a) upon personal delivery, (b) upon depositing any such notice with postage prepaid in a United States mailbox if sent via certified mail, return receipt requested, provided a duplicate copy of such notice is also sent via electronic mail, (c) upon depositing any such notice in the custody of a nationally recognized overnight delivery service, provided a duplicate copy of such notice is also sent via electronic mail, or (d) upon delivery via electronic mail if the recipient of such communication acknowledges receipt thereof. Notices may be given by and/or to counsel for the parties. Notices shall be deemed properly addressed if sent to the following addresses:

If to the City: City of Detroit
Housing and Revitalization Department
2 Woodward Avenue, Suite 908
Detroit, Michigan 48226
Attn: John Truong, Director of Development Services
Email: truongj@detroitmi.gov

With a copy to: Corporation Counsel
City of Detroit Law Department
Attention: Bryan Coe
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226
Email: bryan.coe@detroitmi.gov

If to Purchaser: CHN Housing partners
2999 Payne Avenue, Suite 134
Cleveland, Ohio 44114
Attn: Mark Whipkey, Chief of Asset Management
Email: mwhipkey@chnhousingpartners.org

With a copy to: Tom Lapka
Malory, Lapka, Scott & Selin, PLLC
605 South Capital Avenue
Lansing, Michigan 48933
Email: toml@mlpc.com

18. Headings. The title and headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provisions of this Agreement.

19. Extension for Non-Business Days. Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a certain date, if such date falls on

a non-Business Day, then the date for the notice of performance or payment shall be the next following Business Day.

20. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

21. Consents and Waivers. If an action by any party requires the consent or approval of another party, that consent or approval shall be given, if at all, in writing, and any consent or approval given in one instance shall not be deemed a consent or approval in any other instance.

22. Entire Agreement; Amendment. This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the sale and purchase of the Property. Purchaser acknowledges that neither the City nor the City's agents have made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by Purchaser by implication or otherwise unless expressly set forth herein. Any change in, addition to, or amendment or modification of the terms hereof shall be of no effect unless reduced to writing and executed by both parties and approved by the City of Detroit in accordance with Section 28 hereof.

23. Third Party Beneficiary. The City and Purchaser each agree that the DLBA shall be an express third-party beneficiary of this Agreement. The DLBA shall be entitled to rely upon, shall be an express third-party beneficiary of, and shall be entitled to enforce, the provisions of this Agreement related to it. Provisions of this Agreement relating to the DLBA shall not be terminated, waived, or amended without the written consent of the DLBA (to be granted or withheld in its sold discretion).

24. Survival. This Agreement shall not be merged into any instruments or documents executed and delivered at the Closing but shall survive the Closing and the representations and warranties and covenants made herein shall remain in full force and effect for the Survival Period.

25. Time is of the Essence. Time is of the essence of this Agreement and the performance of all covenants, agreements and obligations hereunder.

26. Counterpart Originals; Electronic Execution and Delivery. This Agreement may be executed by the parties in counterparts and they shall be considered as one fully executed agreement. Executed copies of this Agreement may be delivered between the parties via electronic means including electronic mail. The parties intend that this Agreement may be executed by either or both of the parties by means of the affixing of a digital signature or by other electronic means, in accordance with the Michigan Uniform Electronic Transactions Act (MCL 450.831 *et seq.*).

27. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan without reference to conflict of laws principles. Purchaser and the City agree, consent and submit to the jurisdiction of any competent court in Wayne County, Michigan, for any action brought against it arising out of this Agreement. Purchaser also agrees that it will not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement in any courts other than those in Wayne County, Michigan.

28. Authority of City. Notwithstanding anything in this Agreement, in law or in equity, or otherwise to the contrary, this Agreement shall be of no force or effect and may not in any way be enforced against the City, and the City shall not be authorized or obligated to sell the Property to Purchaser, unless and until this Agreement has been fully executed by the duly authorized representative of the City pursuant to the resolution of the Detroit City Council as approved by the Mayor of the City of Detroit, and approved by the City of Detroit Law Department. Any amendments or modifications must likewise be duly authorized by resolution of the City Council as approved by the Mayor, and be approved by the Law Department.

[Remainder of page intentionally left blank.]

[SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Purchase and Sale Agreement as of the date first set forth above.

PURCHASER:

CHN.TRIBE JEFFERSON LIMITED DIVIDEND HOUSING
ASSOCIATION LIMITED PARTNERSHIP,
A limited partnership

By: Its General Partner,
CHN. TRIBE Jefferson, LLC

By: Its Managing Member,
CHN Housing Partners



Name: Mark E. Whipkey
Its: Chief of Asset Management

[Signatures continue on following page]

[SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT]

CITY:

CITY OF DETROIT,
a Michigan municipal corporation

By: 

Name: Dara O'Byrne

Its: Deputy Director, Planning and
Development Department

Approved at to form by Corporation
Counsel pursuant to §7.5-206 of the 2012
Charter of the City of Detroit.


Corporation Counsel

Effective Date: NOVEMBER 29, 2023

EXHIBIT A-1

LEGAL DESCRIPTION OF THE CITY PROPERTY

(Note: The Legal Descriptions are contingent on verification by the City of Detroit)

Real property situated in the City of Detroit, County of Wayne and State of Michigan described as follows:

Parcel 1:

N JEFFERSON E S 62.15 FT LOT 5 STERLING PARK SUB L27 P61 PLATS, W C R 21/310 20 IRREG

Common Address: 13003 E Jefferson

Parcel ID: 21000566.

Parcel 2:

N JEFFERSON E REAR N 37.85 FT LOT 5 LOTS 4 THRU 2 STERLING PARK SUB L27 P61 PLATS, W C R 21/310 60 IRREG

Common Address: 13011 E Jefferson

Parcel ID: 21000567.

Parcel 3:

N JEFFERSON E LOT 1 AND VAC ADJ ALLEY STERLING PARK SUB L27 P61 PLATS, W C R 21/310 58.46 IRREG

Common Address: 13025 E Jefferson

Parcel ID: 21000568.

Parcel 4:

N JEFFERSON LOT 1 EXC N 5.61 FT ALSO SURPLUS STRIP OF LAND LYG BET SD LOT AND JEFFERSON AVE BLK 1 JEFFERSON & MACK AVE SUB L18 P75 PLATS, W C R 21/309 42.23 IRREG

Common Address: 13035 E Jefferson

Parcel ID: 21000569.

Parcel 5:

N JEFFERSON E LOTS 2&3 EXC N 5.61 FT ALSO SURPLUS STRIP OF LAND LYG BET SD LOTS AND JEFFERSON AVE BLK 1 JEFFERSON & MACK AVE SUB L18 P75 PLATS, W C R 21/309 80.86 IRREG

Common Address: 13041 E Jefferson

Parcel ID: 21000570.

EXHIBIT A-2

LEGAL DESCRIPTION OF THE DLBA PROPERTY

(Note: The Legal Descriptions are contingent on verification by the DLBA)

Real property situated in the City of Detroit, County of Wayne and State of Michigan described as follows:

Parcel 1:

E DICKERSON LOT 6 STERLING PARK SUB L27 P61 PLATS, W C R 21/310 29.85 X 122.37A

Common Address: 1126 Dickerson

Parcel ID: 21048917.

Parcel 2:

E DICKERSON LOT 7 STERLING PARK SUB L27 P61 PLATS, W C R 21/310 35 X 122.33A

Common Address: 1132 Dickerson

Parcel ID: 21048918.

Parcel 3:

E DICKERSON LOT 8 STERLING PARK SUB L27 P61 PLATS, W C R 21/310 35 X 122.28A

Common Address: 1138 Dickerson

Parcel ID: 21048919.

Parcel 4:

W LENOX S 24 FT LOT 4 ALSO N 5.61 FT LOTS 1 THRU 3 AND VAC ALLEY ADJ BLK 1-JEFFERSON & MACK AVE SUB L18 P75 PLATS, W C R 21/309 35.61 IRREG

Common Address: 1011 Lenox

Parcel ID: 21050178.

Parcel 5:

W LENOX S 27.33 FT LOT 5 N 6 FT LOT 4 BLK 1-JEFFERSON & MACK AVE SUB L18 P75 PLATS, W C R 21/309 33.33 X 108.60

Common Address: 1035 Lenox

Parcel ID: 21050177.

Parcel 6:

W LENOX S 0.83 FT LOT 7 LOT 6 N 2.67 FT LOT 5 BLK 1-JEFFERSON & MACK AVE
SUB L18 P75 PLATS, W C R 21/309 33.50 X 108.60

Common Address: 1041 Lenox

Parcel ID: 21050176.

Parcel 7:

W LENOX S 4.33 FT LOT 8 N 29.17 FT LOT 7 BLK 1-JEFFERSON & MACK AVE SUB L18
P75 PLATS, W C R 21/309 33.50 X 108.60

Common Address: 1047 Lenox

Parcel ID: 21050175.

Parcel 8:

W LENOX S 7.33 FT LOT 9 N 25.67 FT LOT 8 BLK 1-JEFFERSON & MACK AVE SUB L18
P75 PLATS, W C R 21/309 33 X 108.60

Common Address: 1053 Lenox

Parcel ID: 21050174.

EXHIBIT B

QUIT CLAIM DEED

The CITY OF DETROIT, a Michigan municipal corporation (“Grantor”), whose address is 2 Woodward Avenue, Detroit, Michigan 48226, QUIT CLAIMS to _____, a _____ (“Grantee”), whose address is _____, the premises located in the City of Detroit, Wayne County, State of Michigan, described as:

See attached EXHIBIT A attached hereto and incorporated herein by reference.

(the “Property”), for the sum of _____ (\$ _____).

SUBJECT TO and reserving to the City of Detroit its rights under public easements and rights of way, easements of record, applicable zoning ordinances, development plans pursuant to Act 344 of 1945 as amended (if applicable), and all covenants, conditions, and restrictions of record, if any, and such state of facts as an accurate survey and/or inspection of the Property will disclose; and

SUBJECT TO the terms, covenants and conditions of that certain Agreement to Develop Land dated as of the date hereof, entered into by the Grantee, the City of Detroit, and the Detroit Land Bank Authority and which is incorporated herein by reference and recorded on _____, 20__ in the Office of the Register of Deeds for the County of Wayne in Liber _____ on Pages through _____ inclusive, none of the terms, covenants and conditions of which shall be deemed merged in this Deed. The covenants therein recited to be covenants running with the land are hereby declared to be covenants running with the land enforceable by the City as therein set forth.

The following language is included pursuant to MCL Sections 560.109(3) and 560.109(4), added by 1996 PA 591, and applies only if the Property is not platted:

“The Grantor grants to the Grantee the right to make all divisions under Section 108 of the land division act, Act No. 288 of the Public Acts of 1967, as amended. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.”

This deed is dated as of _____.

[Remainder of page intentionally left blank; signature page follows.]

[SIGNATURE PAGE TO QUIT CLAIM DEED]

[FOR CITY DEED]

CITY OF DETROIT,
a Michigan municipal corporation

By: _____
Name: Antoine Bryant
Its: Director, Planning & Development
Department

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____, 20__, by Antoine Bryant, the Director of the Planning and Development Department of the City of Detroit, a Michigan municipal corporation, on behalf of the City.

Print: _____
Notary Public, Wayne County, Michigan
My commission expires: _____
Acting in the County of _____

Pursuant to § 17-5-4 of the Detroit City Code, I hereby certify that proper and fair consideration has been received by the City pursuant to this instrument. _____ Deputy CFO/Finance Director	Approved by Corporation Counsel pursuant to §7.5-206 of the 2012 Charter of the City of Detroit. _____ Corporation Counsel	Approved by the City Council on: _____ Approved by the Mayor: on _____
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------

Drafted by:
Bryan L. Coe
City of Detroit, Law Department
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226

When recorded return to:

Send Subsequent Tax Bills to: Grantee

Recording Fee: _____

Exempt from transfer taxes pursuant to MCL § 207.505(h)(i) and MCL § 207.526(h)(i).

EXHIBIT A

Legal Description

Real property situated in the City of Detroit, County of Wayne and State of Michigan described as follows:

Common Address:

Parcel ID: