



## PURCHASE AGREEMENT

**THIS PURCHASE AGREEMENT** (“Agreement”), dated and effective as of \_\_\_\_\_, 20\_\_\_\_, is by and between the DETROIT LAND BANK AUTHORITY (“Seller”), a Michigan public body corporate with an office at 500 Griswold Street, Suite 1200, Detroit, MI 48226, the CITY OF DETROIT (“City”), a Michigan municipal corporation acting by and through its Planning and Development Department with an office at 2 Woodward Ave., Suite 808, Detroit, MI 48226, and \_\_\_\_\_ (“Program Buyer”), a single/married/multiple owners [ Circle One ]. City, Seller and Program Buyer are further identified herein individually as a “party” and collectively as the “parties”.

### RECITALS:

- A. City, through its Housing and Revitalization Department (“HRD”), is the administrator of the Bridging Neighborhoods Program (the “Program”), which is offered to eligible homeowners in identified areas of Detroit who currently occupy their homes and are, or will be, directly affected by the Gordie Howe International Bridge Project.
- B. Program Buyer is owner-occupier of the following property, which has been confirmed by HRD as an Exchange-Eligible Home under the Program:  
\_\_\_\_\_  
(the “Exchange-Eligible Home”)
- C. Seller is owner of the following property:  
\_\_\_\_\_  
(the “Program Home”)
- D. Program Buyer voluntarily wishes to participate in the Program.
- E. Pursuant to the Program rules and this Agreement: 1) City has agreed to renovate the Program Home, 2) Seller has agreed to sell the Program Home to Program Buyer and 3) Program Buyer has agreed to convey the Exchange-Eligible Home to City.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recitals above are incorporated into this Agreement.

Program Buyer’s Intials: \_\_\_\_\_

2. Offer and Acceptance.

- a. Seller agrees to sell and Program Buyer agrees to purchase the Program Home for the purchase price determined in accordance with Section 3 herein on the date of closing as determined in accordance with Section 5 herein and upon the terms and conditions of this Agreement.
- b. Program Buyer agrees to convey and City agrees to accept the Exchange-Eligible Home for the consideration determined in accordance with Section 3 herein on the date of closing as determined in accordance with Section 5 herein and upon the terms and conditions of this Agreement.
- c. The sell/purchase transaction in Section 2.a above and the conveyance transaction in Section 2.b above shall together be referred to herein as the “Transaction”. Consummation of the Transaction shall be referred to herein as the “Closing”.
- d. The legal descriptions for the Program Home and Exchange-Eligible Home are included in the attached Exhibit A. Such legal descriptions may be revised by the City prior to Closing as necessary or convenient to address any errors or inaccuracies.

3. Purchase Price, Consideration and Earnest Money.

- a. The purchase price for Program Home shall be One and 00/100 Dollar (\$1.00).
- b. In consideration of the City’s Rehabilitation Work (as further defined below) to Program Home on behalf of the Program Buyer, the Program Buyer shall convey the Exchange-Eligible Home to the City.
- c. There shall be no earnest money deposits required of the parties for the Transaction.

4. Rehabilitation of Program Home.

- a. The City agrees to rehabilitate the Program Home pursuant to the Program such that the Program Home is move-in ready and in compliance with City of Detroit building codes (“Rehabilitation Work”) prior to the date of Closing. City, in its sole discretion, shall determine the scope and sufficiency of such Rehabilitation Work.
- b. The City shall make best efforts to complete the Rehabilitation Work according to the specific choices and selections made by the Program Buyer as outlined in the attached Exhibit E, if any.
- c. Any warranties for materials and/or labor for the Rehabilitation Work that are transferrable shall be assigned to the Program Buyer at Closing.

5. Inspection and Closing Date.

- a. Within thirty (30) days before the City's anticipated completion date of the Rehabilitation Work, the City will schedule an inspection of the Program Home with the Program Buyer. Program Buyer may have its own professional inspector present at the inspection at Program Buyer's sole cost. The form of Program Buyer's written acknowledgment of such inspection shall substantially be in the form attached hereto as Exhibit F. After having completed such inspection, City shall coordinate with Program Buyer to set the Closing date for some time after completion of the Rehabilitation Work.
- b. Program Buyer's written acknowledgement of the Program Home inspection shall serve as confirmation that Program Buyer is satisfied with the condition of the Program Home sufficient to move to the Closing. Program Buyer further acknowledges and confirms that it will not rely on any information provided or to be provided on behalf of the Seller, City nor rely on any statement, representation or other assertion made by the Seller or City, or their employees or agents with respect to the Program Home. By signing such written acknowledgment, Program Buyer further acknowledges and confirms that it has, in all respects, had an adequate opportunity to inspect and investigate the Program Home 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 Program Home, including without limitation to satisfy Program Buyer as 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 shall be conducted at Program Buyer's sole cost and expense and Program Buyer hereby indemnifies both the Seller and City, and holds each harmless against any loss, costs, damage or expenses arising out of such testing, inspections and investigation performed by Program Buyer, its agents, employees, independent contractors or assignees. HRD will provide the Program Buyer 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" referenced in the attached Exhibit D, if applicable.
- c. HRD shall prepare all documents required to complete the Closing.
- d. Failure to consummate the Transaction by the Closing date will act as a forfeiture of any monies paid and the Program Home will be placed for sale to another buyer in the Program or returned to the Seller's inventory. The City reserves the right to extend the date of Closing for any reason with or without notice to the Program Buyer and Seller.

6. Closing Procedures. At the Closing, the following shall occur:

- a. HRD will administer the Closing.
- b. The Closing shall take place at the offices of HRD at 1017 Springwells, Detroit, MI 48209, or such other location determined by HRD.
- c. If applicable, Program Buyer will show proof that any liens and/or outstanding amounts for any taxes, utilities and/or fees due on the Exchange-Eligible Home have been paid in full by the Program Buyer.
- d. If applicable, Program Buyer will show proof that any individual living at the Exchange-Eligible Home who will not be moving to the Program Home with Program Buyer (“Tenant”) has vacated the Exchange-Eligible Home, and will also show proof that the tenancy at the Exchange-Eligible Home has been legally terminated.
- e. Seller will convey its interest in the Program Home to Program Buyer through a quit claim deed in the form attached hereto as Exhibit B. Exclusive possession of the Program Home shall be delivered to the Program Buyer on the date of Closing.
- f. Program Buyer will convey its interest in the Exchange-Eligible Home to City through a quit claim deed in the form attached hereto as Exhibit C. City shall have exclusive possession of Exchange-Eligible Home seven (7) days after the date of Closing pursuant to Section 8 herein.
- g. If applicable, Program Buyer will execute the “Disclosure of Information on Lead-Based Paint and Lead Based Paint Hazards” in the form attached hereto as Exhibit D.
- h. City shall provide the title company that will assist in the Closing an order to issue a title insurance policy for the Program Home. The cost of such title insurance shall be the responsibility of City.
- i. Program Buyer shall be responsible for any and all damages and risk of loss for the Program Home as of the date of Closing and thereafter.
- j. City shall be responsible for any and all damages and risk of loss for the Exchange-Eligible Home as of the date of Closing and thereafter. Notwithstanding anything to the contrary contained herein, the City shall in no way be responsible for any personal property left at the Exchange-Eligible Home during the Move-in Period (as defined herein). At all times, Program Buyer is solely responsible for his/her personal property and any of their Associates’ (as defined herein) personal property.

7. As Is, Where Is Conveyances. Except as specifically set forth in Section 4 herein, neither Seller, City, nor any agent, attorney, employee or representative of Seller or City has made

any representation whatsoever regarding the physical, environmental or other condition or status of the Program Home and the Program Buyer will rely upon its own inspection and investigation to determine such condition. Program Buyer hereby acknowledges that the Program Home is being conveyed "as is, where is" and neither the Seller, nor City make any warranties or representations with respect to the physical, environmental or other condition or status of the Program Home.

**Program Buyer waives any and all warranties pertaining to the Program Home's condition and takes the Program Home "AS IS, WHERE IS, WITH ALL FAULTS".**

Furthermore, City hereby acknowledges that the Exchange-Eligible Home is being conveyed "as is, where is" and Program Buyer does not make any warranties or representations with respect to the physical or environmental condition or status of the Exchange-Eligible Home.

8. Move-In Period.

- a. After Closing, Program Buyer shall have a seven (7) day period to completely vacate the Exchange-Eligible Home and move into the Program Home. Such period shall be referred to herein as the "Move-in Period". Any personal property of the Program Buyer left at the Exchange-Eligible Home after the Move-in Period shall be considered abandoned by the Program Buyer and shall automatically become property of the City.
- b. Right of Entry. City hereby grants Program Buyer a right of entry to the Exchange-Eligible Home during the Move-in Period and only for the purposes of removing Program Buyer's personal property to the Program Home.
- c. Moving Expenses. Subject to available funding, City may, but is not obligated, to provide resources to Program Buyer for reasonable moving expenses to the Program Home.

9. Indemnification. The Program Buyer shall indemnify and save harmless the City and all other associated, affiliated, allied or subsidiary entities or commissions now existing or hereafter created, their agents and employees against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, architects, engineers and other consultants) which may be imposed upon, incurred by or asserted against City by reason of any of the following:

- (a) any work, act, error, omission or thing done in or about the Exchange-Eligible Home, or any part thereof or affecting same, by Program Buyer or its agents, subcontractors, employees, Tenants, licensees, invitees, others living/staying at the Exchange-Eligible Home, or associated, affiliated or subsidiary entities of Program Buyer (herein all collectively called "Associates");

(b) during the Move-In Period, any use, nonuse, possession, occupation, condition, operation, maintenance or management of the Exchange-Eligible Home or any part thereof or any street, alley, sidewalk, curb, passageway or space adjacent thereto, or of Program Buyer's personal property;

(c) any negligent or tortious act or omission of Program Buyer and/or Program Buyer's Associates;

(d) any accident, injury or damage to any person or property occurring on the Exchange-Eligible Home during the Move-In Period;

(e) any failure by Program Buyer to perform its obligations under this Agreement;

(f) any claims from any Tenant against the Exchange-Eligible Home, the Program Buyer, or the City; and

(g) any loss or expense incurred by an employee of the City which arises out of or pursuant to the Program Buyer's performance or nonperformance under this Agreement.

10. Responsibility for Taxes, Assessments, Utilities, Tenancy, Closing Costs and Other Charges.

- a. Seller shall convey the Program Home to Program Buyer free of any outstanding taxes, solid waste fees, water and sewer charges, or any other recorded liens/charges that may have been assessed against the Program Home prior to date of Closing.
- b. The Program Buyer shall convey the Exchange-Eligible Home free of any outstanding taxes, solid waste fees, water and sewer charges, occupancy or claims of any Tenants, or any other recorded liens/ charges that may have been assessed against the Exchange-Eligible Home prior to date of Closing. The Program Buyer shall be responsible to pay all such costs prior to Closing.
- c. City shall be responsible for paying the ad valorem taxes due on the Exchange-Eligible Home from the date of Closing to the following December 31<sup>st</sup> when the Exchange-Eligible Home will come off the tax rolls as City-owned tax exempt real property.
- d. For the entire Transaction, Seller shall pay all closing costs and any other charges that are not otherwise the responsibility of another party pursuant to this Agreement.

11. Restrictive Covenant on Program Home. For a period of three (3) years from the date of Closing ("Restriction Period"), Program Buyer shall adhere to the following restrictions should Program Buyer wish to sell the Program Home (collectively the "Restrictive Covenant") :

Program Buyer's Intials: \_\_\_\_\_

- a. During year one (1) of the Restriction Period, if Program Buyer sells the Program Home, then he/she must pay the City seventy five percent (75%) of the sales price at the time of closing of such sale.
- b. During year two (2) of the Restriction Period, if Program Buyer sells the Program Home, he/she must pay the City fifty percent (50%) of the sales price at the time of closing of such sale.
- c. During year three (3) of the Restriction Period, if Program Buyer sells the Program Home, he/she must pay the City twenty five percent (25%) of the sales price at the time of closing of such sale.
- d. Program Buyer is prohibited from demolishing the Program Home, unless there is a catastrophic loss of the Program Home such that it does not make sound economic sense to repair the Program Home structure.

The Restrictive Covenant contained in this Section 12 shall run with the land and be contained in the Seller's quit claim deed to Program Buyer for the Program Home. For purposes of calculating the sales price in cases when a payment to the City under the Restrictive Covenant is warranted, any balance owed on a Program Buyer's first mortgage on the Program Home shall be satisfied from the sales proceeds first, with the remainder, if any, being the sales price for purposes of calculating the percentage due to the City pursuant to this Section 12. Notwithstanding anything to contrary contained herein, the Restrictive Covenant shall be subordinate to any first mortgage that Program Buyer takes out on the Program Home.

13. Property Condition and Indemnification.

- a. Seller and City hereby disclaim 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 Program Home, 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 Program Home; (iii) the compliance of the Program Home 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 Program Home; and (v) the physical condition of the Program Home, including, without limitation to, the environmental condition of the Program Home and the structural, mechanical and engineering characteristics of the Program Home.
- b. The sale of the Program Home shall be on an "AS IS, WHERE IS, WITH ALL FAULTS" basis. Program Buyer expressly agrees that the Seller and City make 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 Program Home, and Program Buyer hereby expressly waives and releases any such warranty or representation. Program Buyer shall buy the Program Home based on its own investigations, and, by accepting title to all or part of the Program Home, acknowledges that it has conducted such investigations as it has deemed necessary or advisable.

- c. Program Buyer shall indemnify and hold the Seller, the City, and each of their respective officers, employees, agents and affiliates, and the successors, assigns, heirs and legal representatives of each of the foregoing 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 Program Home or the ownership or operation of the Program Home prior to, on and after the date of Closing. Program Buyer's indemnification obligations set forth in this Agreement shall survive the date of Closing and shall not be merged with the quit claim deed for the Program Home.
- d. Property Damage / Unforeseen Site Conditions. The City shall have the right to terminate the Agreement at the City's convenience if any of the following occur prior to Closing:
  - (a) the Program Home is damaged due to fire, vandalism or other event such that the City and the Seller are unwilling to bear the costs to repair such damage; or
  - (b) unforeseen site conditions of the Program Home identified by the City render the costs for the Rehabilitation Work above the City's initial rehabilitation budget for the Program Home.

14. Representations and Warranties of Program Buyer. To induce the Seller and City to enter into this Agreement, Program Buyer makes the following representations and warranties, which shall be true and correct on the date of Closing, except where the Seller and City have granted a written waiver:

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

- c. Program Buyer is an owner-occupier, City of Detroit, Michigan resident.
- d. No other action by Program Buyer, no consent, approval, order or authorization of any person or entity that is not a party to this Agreement, and no permit, consent, approval, declaration or filing with any governmental authority is required for Program Buyer to execute and deliver the Agreement or consummate the Transaction contemplated herein.
- e. There is no Tenant at the Exchange-Eligible Home at the time of this Purchase Agreement, or, if there is a Tenant at the Exchange-Eligible Home, Program Buyer will disclose such tenancy to the City and will not enter into the Closing until such tenancy has been legally terminated and the Tenant has vacated the Exchange-Eligible Home.
- f. Survival Period. The representations and warranties of Program Buyer set forth above in this Agreement shall survive the date of Closing for a period of three (3) years ("Survival Period").

15. Seller and City Remedies upon Program Buyer's Breach of Agreement. If at any time Program Buyer fails to timely comply with any condition, covenant or obligation it has under this Agreement or if Program Buyer is found during the Survival Period to have been in breach of any representation or warranty contained herein as of the date of Closing, Seller and/or City, in addition to any other remedies provided in this Agreement, may seek any and all of the following as its remedies:

- a. Prior to Closing, Seller and/or City shall each have the right to terminate this Agreement by providing written notice of termination to Program Buyer. If the Agreement is terminated prior to Closing, the City may offer the Program Home for sale to other prospective purchaser in the Program or, at the discretion of HRD, Seller may return the Program Home to its inventory for future auction or sale to another purchaser.
- b. Exercise any other rights and remedies as set forth in this Agreement, which are not exclusive and are in addition to any of the rights or remedies provided by law or equity.

16. Limitation of Liability. PROGRAM BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE SELLER HAS ACQUIRED THE PROGRAM HOME THROUGH FORECLOSURE OR SIMILAR PROCESS, THE SELLER HAS NEVER OCCUPIED THE PROGRAM HOME, AND THE SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE CONCERNING THE PHYSICAL CONDITION OF THE PROGRAM HOME. PROGRAM BUYER AGREES THAT PROGRAM BUYER IS BUYING THE

PROGRAM HOME “AS IS”, “WHERE IS”. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THE AGREEMENT, THE SELLER’S AND CITY’S LIABILITY AND PROGRAM BUYER’S SOLE AND EXCLUSIVE REMEDY IN ALL CIRCUMSTANCES AND FOR ALL CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO THE AGREEMENT OR THE SALE OF THE PROGRAM HOME TO PROGRAM BUYER SHALL BE LIMITED TO NO MORE THAN THE VALUE OF EXCHANGE-ELIGIBLE HOME ON THE DAY IMMEDIATELY PRIOR TO CLOSING. PROGRAM BUYER AGREES THAT NEITHER THE SELLER, NOR THE CITY SHALL BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLE, THEORY, OR CAUSE OF ACTION ARISING OUT OF OR RELATED IN ANY WAY TO ANY CLAIM RELATING TO THIS AGREEMENT OR THE TRANSACTION, OR THE CONVEYANCE OF THE PROGRAM HOME TO PROGRAM BUYER, OR THE CONVEYANCE OF THE EXCHANGE-ELIGIBLE HOME TO CITY, INCLUDING BUT NOT LIMITED TO THE CONDITION OF THE TITLE.

17. Brokers. The parties represent that they have not dealt with any brokers or finders in connection with this Agreement. Each party agrees to hold the other harmless from and against any loss, damage, costs, or expenses, including court costs and reasonable attorney fees that the other may suffer as a result of the breach of the foregoing representation made by each party.
  
18. Assignment. The Program Buyer shall not assign, transfer or convey its rights and/or obligations under this Agreement without the prior written consent of both the Seller and the City, which consent the Seller and/or City may withhold in their respective sole and absolute discretion.
  
19. Notices. Notices shall be deemed as given upon personal delivery to a party at its address set forth below, or by registered or certified mail, postage prepaid, or a nationally recognized overnight delivery service, sent to such address. Notices shall be addressed as follows:

If to Seller:            Detroit Land Bank Authority  
   Attn: Reginald Scott

500 Griswold, Suite 1200  
Detroit, Michigan 48226

If to City: City of Detroit  
Planning & Development Dept.  
Attn: Director  
2 Woodward Avenue, Suite 808  
Detroit, MI 48226

AND

City of Detroit  
Bridging Neighborhoods Program  
Attn: Rico Razo  
1017 Springwells  
Detroit, MI 48209

If to Program Buyer:

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

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

\_\_\_\_\_

21. Miscellaneous Provisions.

- a. The recitals stated above are incorporated into this Agreement.
- b. Binding Effect. This Agreement shall bind the parties and their permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their permitted assigns, any rights or remedies whatsoever.
- c. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provisions of this Agreement.
- d. Saturdays, Sundays and Holidays. 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 Saturday, Sunday or holiday the date for the notice of performance or payment shall be the next following business day.

Program Buyer's Initials: \_\_\_\_\_

- e. 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.
  - f. Integration. This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the Transaction. 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 all parties. This Agreement may not be modified orally.
  - g. 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 after the Closing, unless otherwise stated herein.
  - h. Counterpart Originals. This Agreement may be executed by the parties in counterparts and they shall be considered as one fully executed agreement.
  - i. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without reference to conflict of law principles.
  - j. Waiver. No waiver by any 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 any 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.
22. Authority of Seller. Seller acknowledges that it has full power and authority to enter into this Agreement and perform all its obligations required hereunder. Seller further acknowledges that it has taken all action required by law, its governing instruments, or otherwise to authorize the execution, delivery and performance of this Agreement and all the deeds, agreements, certificates and other documents contemplated herein.
23. Authority of City. City acknowledges that it has full power and authority to enter into this Agreement and perform all its obligations required hereunder.
24. Exhibits. The parties have reviewed and agreed to the language contained in all Exhibits attached hereto. The following Exhibits are attached hereto and incorporated herein by reference:

Exhibit A – Legal Description of Program Home and Exchange-Eligible Home

Exhibit B – Quit Claim Deed to Program Home

Exhibit C – Quit Claim Deed to Exchange-Eligible Home

Exhibit D – Disclosure of Information of Lead-Based Paint and Lead-Based Paint Hazards

Exhibit E – Rehabilitation Work Selections

Exhibit F – Acknowledgment of Program Home Inspection

[ Signatures are on the following pages ]

**THE PROGRAM BUYER, SELLER AND CITY, HAVING READ AND AGREED TO ALL THE TERMS INCLUDED IN THIS AGREEMENT, HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AND IN OPERATION AS OF THE EFFECTIVE DATE GIVEN ON PAGE 1 OF THIS AGREEMENT.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the date first above written.

**SELLER:**

DETROIT LAND BANK AUTHORITY

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

Print Name:   Jeanne Hanna  

Its:   Director, Dispositions  

**CITY OF DETROIT:**

PLANNING & DEVELOPMENT DEPARTMENT

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

Print Name:   Antoine Bryant  

Its:           Director

**By signing this Agreement, Program Buyer acknowledges that this is a binding agreement for the sale and purchase of real estate. Furthermore, Program Buyer is acknowledging that he/she has read the Agreement in its entirety and agrees to be bound by the terms and conditions described herein. This Agreement reflects the entirety of the contract and incorporates all referenced exhibits.**

**PROGRAM BUYER UNDERSTANDS AND ACKNOWLEDGES THAT DETROIT LAND BANK AUTHORITY HAS ACQUIRED THE PROGRAM HOME THROUGH FORECLOSURE OR SIMILAR PROCESS, DETROIT LAND BANK AUTHORITY HAS NEVER OCCUPIED THE PROGRAM HOME, AND THE DETROIT LAND BANK AUTHORITY HAS LITTLE OR NO DIRECT KNOWLEDGE CONCERNING THE PHYSICAL CONDITION OF THE PROGRAM HOME. PROGRAM BUYER AGREES THAT PROGRAM BUYER IS BUYING THE PROGRAM HOME “AS IS”, “WHERE IS”.**

**PROGRAM BUYER:**

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

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

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

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROGRAM HOME**

**LEGAL DESCRIPTION OF EXCHANGE-ELIGIBLE HOME**

SAMPLE



**EXHIBIT B – QUIT CLAIM DEED TO PROGRAM HOME**

**QUIT CLAIM DEED**

The Detroit Land Bank Authority ("Grantor"), a Michigan public body corporate with an address of 500 Griswold Street, Suite 1200, Detroit, Michigan 48226, quit claims to \_\_\_\_\_ ("Grantee"), a \_\_\_\_\_ with a mailing address of \_\_\_\_\_, the following parcel located in the City of Detroit, Wayne County, Michigan (the "Property"):

Legal Description: XXX

a/k/a Address  
Tax Parcel ID

together with all and singular the tenements, hereditaments, fixtures, and appurtenances of that Property, for the full consideration of One and 00/100 Dollar (\$1.00), subject to and reserving to the Grantor and the City of Detroit their rights herein and under public easements and rights of way, easements of record, applicable zoning ordinances and restrictions of record.

This conveyance is given subject to the following restrictive covenant which shall be construed as a covenant running with the land and shall be binding upon the Grantee named herein and the successors and assigns thereof:

**For a period of three (3) years from the date of this quit claim deed ("Restriction Period"), Grantee shall adhere to the following restrictions with respect to any subsequent sale of the Property:**

- a. During year one (1) of the Restriction Period, if Grantee sells the Property, then Grantee must pay the City of Detroit seventy five percent (75%) of the sales price at the time of closing of such sale.**
- b. During year two (2) of the Restriction Period, if Grantee sells the Property, Grantee must pay the City of Detroit fifty percent (50%) of the sales price at the time of closing of such sale.**
- c. During year three (3) of the Restriction Period, if Grantee sells the Property, Grantee must pay the City of Detroit twenty five percent (25%) of the sales price at the time of closing of such sale.**

**d. Grantee is prohibited from demolishing the Property, unless there is a catastrophic loss of the Property such that it does not make sound economic sense to repair the Property.**

The above referenced restrictive covenant may be released at any time upon the City of Detroit, Housing & Revitalization Department's recording of an affidavit with the Wayne County Register of Deeds.

This deed is dated as of \_\_\_\_\_, 2018.

**GRANTOR:**  
DETROIT LAND BANK AUTHORITY,  
a Michigan public body corporate

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

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF WAYNE     )

The foregoing instrument was acknowledged before me on \_\_\_\_\_  
2021 by \_\_\_\_\_, the \_\_\_\_\_ of the Detroit  
Land Bank Authority, on behalf of the Grantor.

Print: \_\_\_\_\_  
Notary Public, Wayne County, Michigan  
Acting in Wayne County, Michigan  
My commission expires: \_\_\_\_\_

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

**This instrument was drafted by:**

D. Scott Brinkmann  
City of Detroit, Housing & Revitalization Dept.  
2 Woodward Avenue, Suite 908  
Detroit, MI 48226

**When recorded, return to:**

Grantee

**EXHIBIT C – QUIT CLAIM DEED TO EXCHANGE-ELIGIBLE HOME**

**QUIT CLAIM DEED**

\_\_\_\_\_ ("Grantor"),  
a \_\_\_\_\_ with a mailing address of \_\_\_\_\_, quit  
claims to the City of Detroit ("Grantee"), a Michigan public body corporate with an address of 2  
Woodward Avenue, Suite 908, Detroit, MI 48226, the following parcel located in the City of  
Detroit, Wayne County, Michigan (the "Property"):

Legal Description: XXX

a/k/a Address  
Tax Parcel ID

together with all and singular the tenements, hereditaments, fixtures, and appurtenances of that  
Property, for the full consideration of One and 00/100 Dollar (\$1.00).

This deed is dated as of \_\_\_\_\_, 2018.

**GRANTOR:**

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

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

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

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

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF WAYNE             )

The foregoing instrument was acknowledged before me on \_\_\_\_\_  
2018 by \_\_\_\_\_.

Print: \_\_\_\_\_  
Notary Public, Wayne County, Michigan  
Acting in Wayne County, Michigan  
My commission expires: \_\_\_\_\_

Exempt from transfer tax pursuant to MCL §207.505(a) and MCL §207.526(a).

**This instrument was drafted by and return to:**

D. Scott Brinkmann  
City of Detroit, Housing & Revitalization Dept.  
2 Woodward Avenue, Suite 908  
Detroit, MI 48226

SAMPLE

**EXHIBIT D**

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND  
LEAD-BASED PAINT HAZARDS**

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.*

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (initial)**

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

(f) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

**EXHIBIT E**

**REHABILITATION WORK SELECTIONS**

**I. Standard Design Packages**

*Please initial next to the package below that you would like for the interior design of your Program Home. Selecting a Standard Design Package will incur no cost to the Program Buyer.*

\_\_\_\_\_ **(1) Mahogany**

OR

\_\_\_\_\_ **(2) Slate**

OR

\_\_\_\_\_ **(3) Gray**

**II. Appliance Utility Connection Selections**

*In an effort to complete the Rehabilitation Work to the Program Home that is best suited for the Program Buyer to install their current or future appliances, please identify preferred utility connections for your appliances:*

Clothes Dryer: \_\_\_\_\_ Gas      OR      \_\_\_\_\_ Electric

Oven/Range: \_\_\_\_\_ Gas      OR      \_\_\_\_\_ Electric

*Do you want the kitchen design to allow for an under the countertop dishwasher?*

Empty Space Left for Dishwasher: \_\_\_\_\_ Yes      \_\_\_\_\_ No

Program Home Address: \_\_\_\_\_

**III. Other [Staff Use Only]**

---

---

---

---

---

By initialing in the spaces provided above and by signing below, I/we affirm that the Standard Design Package and Appliance Utility Connection Selections outlined above **ARE ACCURATE AND FINAL**. I/we acknowledge that I/we were advised of, understand fully and consent to the Rehabilitation Work to be performed to the Program Home, including any items noted in Other as listed above.

**PROGRAM BUYER:**

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

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

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

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

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

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

Program Home Address: \_\_\_\_\_

**EXHIBIT F**

**ACKNOWLEDGMENT OF PROGRAM HOME INSPECTION**

I/we acknowledge that I/we participated in the walk-through inspection held at the Program Home located at: \_\_\_\_\_ (address) on: \_\_\_\_\_ (date) conducted by the City of Detroit, Bridging Neighborhoods Program.

**PROGRAM BUYER:**

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

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

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

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

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

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