



THE WAYNE COUNTY LAND BANK CORPORATION

REQUEST FOR QUALIFICATION FOR Action Before Auction Program

RFQu TIMETABLE

ACTION	DATE	TIME
RFQu Issue Date	3/12/18	12:00 PM EDT
Pre-Response Questions Due	4/11/18	3:30 PM EDT
Responses to Questions	4/16/18	3:30 PM EDT
Response Deadline Date	4/23/18	3:30 PM EDT
Participants Selected	5/7/18	3:30 PM EDT

Post-RFQu TIMETABLE

ACTION	ESTIMATED TIMEFRAME
Property Request Submission Date	July
Property Draft Held (Track A)	Early August
Property Draft Held (Track B)	Early August
Purchase Agreements Executed	Late August
Program Start Date	Early September

Description: The Wayne County Land Bank Corporation (“Land Bank”) requests responses to this Request for Qualifications (RFQu) for participation in the 2018 “Action Before Auction” Program.

Contact: Daniel Rosenbaum, Land Bank Policy Director
Phone: (313) 224-5485
Email: drosenbaum@waynecounty.com

A copy of this RFP may be obtained from the BidNet Direct website (formerly MITN.info) at <https://www.bidnetdirect.com>, until the deadline date and time noted above.



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SECTION 1

INTRODUCTION, OVERVIEW, & INSTRUCTIONS

1.1 Introduction / Background

The Wayne County Land Bank Corporation (“Land Bank”), which owns and manages over 1,300 properties across Wayne County, is a public corporation designed to address the scourge of blighted, tax-foreclosed properties in Metro Detroit. Through its programs and development efforts, the Land Bank maintains properties, markets properties, and works with municipalities and community partners to return blighted land to productive use. One of the Land Bank’s core focuses is the tax-foreclosure process. This process—and in particular, the tax foreclosure auction held annually under Michigan law—creates numerous negative externalities, all of which have been well-documented in recent years. The foreclosure auction draws speculative bidding from prospective purchasers who have no intention of remediating a foreclosed property. It also causes displacement by forcing residents, many of whom were not responsible for the original tax delinquency, to move out of their homes. In short, the foreclosure process creates community upheaval; every foreclosure perpetuates a cycle of divestment, transiency, and blight that spreads from one property to other homes on the block, and from one block across entire neighborhoods.

To address this issue, the Land Bank implemented a pilot program in 2017. The program operated by removing properties from the foreclosure auction via the Right of Refusal (the “ROR”), a statutory process that permits the State, the local municipality, or the local county to acquire foreclosed properties by paying each property’s delinquent taxes and fees, known as the “minimum bid.” Participants in the program—a collection of developers and non-profit entities—provided funds to pay the minimum bid, and, in turn, were able to obtain a select number of foreclosed properties. But unlike those who purchase at the foreclosure auction, these participants signed Purchase Agreements obligating them to rehabilitate the properties, invest a minimum amount of money in the properties, sell the properties to owner-occupants, and, notably, provide purchase and/or rental options to any eligible person residing on one of the properties at the time of foreclosure. The outcome was a win-win for the participants and the community. Participants were able to obtain tax-foreclosed properties without having to compete for them at the auction. For the residents occupying a tax-foreclosed home, a majority—40 out of 64—were given an opportunity to remain on the property as a homeowner or renter, an option that the foreclosure auction would not have provided. Additionally, for the neighbors and the community at large, the program ensured that foreclosed properties were actually rehabilitated and then sold to responsible owners, effectively stopping the cycle of blight in its tracks.

The Land Bank was pleased with the results of the 2017 program. Beginning with this RFQu, the Land Bank anticipates an even broader, more robust, and more successful program in 2018.

1.2 Overview

The purpose of this RFQu is to identify participants for the 2018 “Action Before Auction” Program. Selected participants will be given an opportunity to enter into a Purchase Agreement with the Land Bank by which they obtain tax-foreclosed property in Wayne County, acquired at the cost of the delinquent taxes and fees



owed on each property, plus a per-property administrative fee. As described in more detail below, the Program will operate under two distinct tracks: “Track A” and “Track B.” Persons and entities are permitted to submit responses to this RFQu for participation in either track, or in both tracks.

Track A will consist only of occupied residential properties. Participants in Track A will work with those occupants to make them successful homeowners on the properties.

Track B will consist of tax-foreclosed properties that are not selected under Track A. Participants in Track B will work with any occupants on an acquired property that demonstrate eligibility, but the core purpose of Track B is to rehabilitate the properties, invest in the properties, and then sell the properties, if residential, to owner-occupants where possible.

A chart comparing the main differences and similarities between Track A and Track B is attached to this RFQu as Exhibit I.

The general objectives of this RFQu are the following:

- Solicit qualified proposals that will provide for the responsible, successful rehabilitation of tax-foreclosed properties in Wayne County.
- Ensure that the process is clear, transparent, and equitable.
- Ensure that the process is completed in a timely manner.

1.3 Available Properties

Selected participants will acquire up to 100 tax-foreclosed properties in Wayne County from the Land Bank at the price of the minimum bid for those properties, as set forth under M.C.L. 211.78m, plus an administrative fee. Notwithstanding the limitations provided below, all property in Wayne County that is tax-foreclosed by the Wayne County Treasurer in 2018 will be available for acquisition under the Program. **PLEASE NOTE, HOWEVER, THAT ANY AVAILABLE PROPERTY MAY BE REDEEMED PRIOR TO ACQUISITION, AT THE WAYNE COUNTY TREASURER’S DISCRETION, OR MAY BE FIRST ACQUIRED BY THE STATE OR LOCAL MUNICIPALITY, BOTH OF WHICH HAVE PRIORITY IN THE ROR PROCESS.** The Land Bank will provide a list of potentially available properties as soon as the data becomes available (the “Likely Foreclosure List”). The Land Bank will then hold a draft (the “Draft”) to determine which participant may acquire a property that two or more participants wish to obtain.

Property availability is further limited by the track under which it is acquired. Specifically, Track A properties are uniquely limited as follows:

- The property must be a residential property that is occupied at the time of foreclosure, as determined by the Wayne County Treasurer. The Likely Foreclosure List will denote this determination for each property.

Track B properties are uniquely limited as follows:

- The property will be first offered under the Track A Draft, and therefore may no longer be available at the Track B Draft.



Please note that property already held by the Land Bank within its inventory will not be included in the Program, but rather, to the extent available, will still be offered for sale outside of the Program to any person or entity that submits an application through the Land Bank's website at www.WayneCountyLandBank.com. However, participants in the Program are encouraged to acquire property from the Land Bank's inventory for any purposes contemplated under the Program, or otherwise.

1.4 Program Requirements

For all properties acquired under the Program, participants will be obligated to identify and work with eligible occupants residing on the properties. On properties that contain no eligible occupants, the participants will be required to ensure the properties are rehabilitated and disposed in a responsible manner. A participant's specific obligations will depend on the track under which a given property is acquired. Please refer to the Track A Purchase Agreement, attached hereby as Exhibit II, and the Track B Purchase Agreement, attached hereby as Exhibit III. ALL PARTICIPANTS WILL BE REQUIRED TO SIGN THE APPROPRIATE PURCHASE AGREEMENT(S) PRIOR TO ACQUIRING THEIR DESIGNATED PROPERTIES. These Purchase Agreements are subject to change by the Land Bank following release of this RFQu.

Between the date participants are selected and the date the Purchase Agreements are signed, all selected participants will also be obligated to:

- Submit a list of desired properties (the "Requested Property List") prior to the Property Request Submission Date. When participants receive notice of their selection, the Land Bank will provide each participant a maximum number of properties that may be acquired under the Program (the "Property Cap"), which will not exceed the greater of (i) the number of properties requested by the participant in their response to this RFQu and (ii) 100. The number of properties on the Requested Property List should equal that participant's Property Cap. At the participant's discretion, however, a second list may also be simultaneously submitted (the "Backup Requested Property List") that contains up to 50 additional properties that the participant would wish to obtain, as a backup, in the event that properties on the Requested Property List are no longer available at the time the Purchase Agreement is signed. PARTICIPANTS ARE ENCOURAGED TO SUBMIT A BACKUP REQUESTED PROPERTY LIST TO INCREASE THE LIKELIHOOD THAT THE NUMBER OF PROPERTIES ULTIMATELY ACQUIRED MEETS THE PROPERTY CAP.
- Attend the Track A and/or Track B Draft. However, participants that have requested no conflicting properties will be notified beforehand and may skip the Draft at their discretion.

If a selected participant does not complete either of the above obligations, or if a selected participant does not sign the Track A and/or Track B Purchase Agreement, the Land Bank may, at its discretion, remove that participant from the Program by providing notification of such. Upon removal of a participant from the Program, the Land Bank may, at its discretion, either (i) offer one or more other participants the opportunity to acquire additional properties, subject to the Property Cap or (ii) offer the person or entity that submitted the highest non-selected RFQu response an opportunity to participate in the Program.

1.5 Submitting Responses

Responses to this RFQu must be submitted in ONE electronic PDF document (the "Responding Document") that contains all items, documents, data, and forms that the respondent wishes the Land Bank to consider. The Responding Document may be delivered to the Land Bank by either of the following means:



- By flash drive, delivered in person or via postal mail to the attention of Daniel Rosenbaum, 500 Griswold Street, 28th Floor, Detroit, Michigan. Please ensure that the flash drive is received by the Land Bank prior to the Response Deadline Date. The Land Bank is not responsible for lost or mislaid mail.
- By email to drosenbaum@waynecounty.com. Please ensure that your document is small enough to deliver electronically and is received by the Land Bank prior to the Response Deadline Date.

A respondent may submit more than one response ONLY in the event the Land Bank makes a clarification, modification, or amendment to this RFQu prior to the Response Deadline Date. Such additional response(s) must include the original Responding Document and must be delivered via the same means described above.

1.6 Minimum Response Requirements

Any person or entity may submit a response for consideration in the Program. Qualified responses must contain ALL of the following:

- A completed Property Interest Form, attached hereby as Appendix A.
- A completed Entity Information Form, attached hereby as Appendix B.
- A completed Conflicts Form, attached hereby as Appendix C.
- A completed Certification Form, attached hereby as Appendix D.

1.7 Communications Regarding the RFQu

In order to create a more competitive and unbiased qualification process, the Land Bank has designated a single point of contact throughout the qualification process. From the issue date of this RFQu, until the date Program participants are selected, all requests for clarification or additional information regarding this RFQu, or contact with the Land Bank or any governmental entity concerning this RFQu or the evaluation process, must be made solely to the contact person listed on the cover page of this RFQu.

If it is discovered that a respondent contacted and received information regarding this RFQu from any person other than the person specified above, the Land Bank may, at its sole discretion, disqualify that respondent from further consideration. Only those communications provided by the Land Bank in writing will be binding with respect to this RFQu.

1.8 Disqualification of Respondents

Any one or more of the following causes may be considered sufficient for the disqualification of a respondent and the rejection of the response:

- Failure to submit the response in the manner set forth under Section 1.5.
- Failure to submit the response prior to the Response Deadline Date.
- Evidence of collusion among respondents.
- Evidence of criminal activity tied to past developments or development programs.
- Evidence of default under past development programs operated by the Land Bank or County of Wayne.



- Evidence of a conflict-of-interest that violates, or may violate, Section 1.14 below, any statute or bylaw of the Land Bank, or any Land Bank policy.
- Evidence that a gratuity was provided, or offered, to a Land Bank employee in violation of Section 1.15 below.
- Lack of professional responsibility as demonstrated by past work.

1.9 Rights and Responsibilities

The Land Bank has the right to clarify, modify, or amend this RFQu by one or more written addenda. It is responsible only for that which is expressly stated in the RFQu document and any authorized written addenda thereto. The Land Bank reserves the right to withdraw the RFQu, to select only one respondent for participation in the Program, or to select any combination of respondents for participation in the Program.

Should any addenda require additional information not previously requested, failure to address the requirements of such addenda may result in the response not being considered, as determined in the sole discretion of the Land Bank. Aside from written representations made by the contact person listed on the cover page of this RFQu, the Land Bank is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.10 Freedom of Information Act (FOIA)

All information submitted to the Land Bank by respondents and contractors is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

1.11 Disclosure of Contents

All information provided in a response to this RFQu shall be held in confidence and shall not be revealed or discussed except in connection with the evaluation of this RFQu or as provided by law or court decision. All material submitted with the response becomes the property of the Land Bank and may be returned only at the Land Bank's option.

Respondents must make no other distribution of their responses other than authorized by this RFQu. A respondent who shares information contained in its response with competing respondent personnel shall be subject to disqualification.

1.12 Term

The term of any contracts awarded as a result of this RFQu may extend beyond the expiration of this RFQu.

1.13 Final Determination

The RFQu respondent(s) that are selected will be notified reasonably promptly. Acceptance of a respondent's RFQu does not constitute a binding contract. Only upon legislative approval and a fully executed Purchase Agreement will a binding contract exist. **PLEASE NOTE THAT THE PROGRAM REQUIRES YEARLY APPROVAL FROM THE WAYNE COUNTY COMMISSION AND THE PROGRAM WILL NOT OPERATE IN 2018 IF APPROVAL IS NOT OBTAINED.**



1.14 Conflict of Interest

The following persons may not participate in this RFQu, be employed by any entity participating in the RFQu, or be a shareholder (in excess of 10%) of any entity participating in the RFQu:

- A board member, officer, appointee, or employee of the Land Bank, County of Wayne, or Wayne County Treasurer's Office.
- A relative of a board member, officer, appointee, or employee of the Land Bank. For purposes of this Section 1.14, a relative is defined as a parent, child, sibling, spouse, aunt, uncle, niece, nephew, grandparent, grandchild, or first cousin.

1.15 Gratuities

A respondent shall not offer or give either directly or through an intermediary, consideration, in any form, to a Land Bank officer, employee, or agent, or to an appointee of the County of Wayne, for the purpose of securing favorable treatment with respect to this RFQu.



SECTION 2

EVALUATION PROCESS AND CRITERIA

Responses to this RFQ that both (i) satisfy Section 1.6 and (ii) are not disqualified under Section 1.8 (“Qualifying Responses”) will be assessed and scored by the Land Bank pursuant to the below criteria. All non-Qualifying Responses will be disregarded, and will be neither reviewed nor scored, notwithstanding the quality thereof. The Land Bank reserves the right to conduct an independent investigation of any information provided in a given response by contacting references, assessing public information, contacting independent parties, or through any other legal means. A response may be rejected if it is determined to contain false, misleading, incomplete, or deceptively unresponsive statements. The Land Bank further reserves the right to request additional information from a respondent during the evaluation process.

Each Qualifying Response will be scored out of 100 possible points. Please note, however, that Track A and Track B responses will be scored separately, and respondents that wish to obtain property under both Track A and Track B will receive two separate scores. Based upon the amount of properties requested and the amount of properties available, the Land Bank will select a set number of participants for each track (the “Participant Pool”). After all Qualifying Responses are scored, the Land Bank will select participants for the 2018 Program based on the top point scorers under Track A, up to the size of the Track A Participant Pool, and based on the top point scorers under Track B, up to the size of the Track B Participant Pool.

2.1 Experience (30 Points)

As discussed above, the goal of the Program is to avoid the negative externalities that often arise from the tax foreclosure auction. Most of these externalities distill down to one core problem: the party purchasing a property at the auction does not have the necessary experience remediating blighted property and lacks experience working with people who may be residing on the property. The Land Bank wishes to identify participants in the 2018 Program that possess technical expertise, a proven track record, and demonstrated familiarity with the communities in which the Program will operate.

In particular, the Land Bank will weigh the following attributes when awarding points under this criterion.

For responses under Track A:

- Experience with the tax foreclosure process
- Experience serving/assisting individuals in distressed communities
- Experience with housing and rehousing efforts
- Experience with property rehabilitation and development

For responses under Track B:

- Experience working with tax-foreclosed properties
- Experience with property rehabilitation and development
- Experience completing capital-intensive projects



- Experience working with Wayne County municipalities
- Experience serving/assisting individuals in distressed communities

2.2 Scope and Capacity (30 Points)

In order to ensure the Program's success, participants should possess a capacity commensurate with the number of properties they wish to obtain. For each property, a participant will be required to expend resources, both in terms of time and finances: they will have to conduct visits to the property, work with occupants residing on the property, address legal or regulatory issues on the property, and/or rehabilitate and invest in the property. The Land Bank understands that some participants in the Program are likely to obtain fewer properties and possess fewer resources than other participants. But at the same time, the Land Bank desires that at least some participants are able and willing to obtain a larger number of properties, thus ensuring the Program can operate on a scale that has a real impact on Wayne County communities.

In particular, the Land Bank will weigh the following attributes when awarding points under this criterion.

For responses under Track A:

- Financial resources available
- Staff/time resources available
- Partnerships that contribute financial or staffing resources
- Number of properties desired

For responses under Track B:

- Financial resources available
- Other resources available
- Number of properties desired
- Restraints posed by participation in other development programs

2.3 Property Diversity (20 points)

The Land Bank prefers that the Program have a broad impact such that it tackles issues of blight, divestment, and vacancy on properties across Wayne County. Accordingly, the Land Bank will seek participants that focus on a variety of properties and geographic areas. Such variety will also decrease the number of properties that are requested by multiple participants and must be resolved by the Draft.

As a point of clarification, the Land Bank will not assign points based on the geographic diversity envisioned within a given response, but rather will assess all responses to ensure geographic diversity in the Program as whole, with a particular emphasis on distressed neighborhoods and communities. With respect to property diversity, however, the Land Bank will assign points to respondents that are interested in obtaining properties with a range of values and rehabilitation needs.

In particular, the Land Bank will weigh the following attributes when awarding points under this criterion.

For responses under Track A:



- Geographic areas of focus
- Rehabilitation plans for any vacant properties obtained

For responses under Track B:

- Geographic areas of focus
- Types and values of properties desired
- Development plans for any non-residential properties obtained, if applicable

2.4 Respondent Diversity (20 points)

The Land Bank believes that its 2017 program was successful in large part due to the diversity of its participants, which boasted a mix of for-profit and non-profit entities, a range of sizes and experiences, and a variety of approaches to property rehabilitation. As a result, participants brought different strengths to the program that maximized its opportunities for success. Participants also brought different backgrounds and experiences that are especially valuable when working with the diverse residents and communities that comprise Wayne County. The Land Bank's assessment process will aim to continue—and expand—this degree of diversity for the 2018 Program.

In particular, the Land Bank will weigh the following attributes when awarding points under this criterion.

For responses under Track A:

- Entity background
- Entity type
- Staff diversity

For responses under Track B:

- Entity background
- Entity type
- Staff diversity



APPENDIX A
PROPERTY INTEREST FORM



PROPERTY INTEREST FORM

Below, please indicate the property you wish to obtain through the Program, providing as much information as possible. **Please read the following carefully before completing the form.**

Please be aware that some municipalities in Wayne County acquire all tax-foreclosed properties in their jurisdiction via the ROR process, and therefore no properties in these municipalities may be available. Property may also be unavailable in municipalities and neighborhoods where few tax foreclosures occur. Respondents are strongly encouraged to conduct research on municipalities and neighborhoods where foreclosed properties are likely to be available for acquisition under the Program. In addition, respondents seeking to participate in Track A should be aware of the municipalities and neighborhoods where occupied foreclosed properties, in particular, are likely to be found.

Based on your Minimum Desired Properties and Maximum Desired Properties, below, the Land Bank will set a “Property Base” and “Property Cap” for each participant in the Program. You will be expected to comply with your Property Base and Property Cap if selected. In all other respects, however, your answers to this Property Interest Form do not bind you to acquire any specific property after being selected as a participant in the Program. Even so, respondents are expected to complete this form in good faith, based upon a reasonable expectation of the properties they wish to obtain. At the Land Bank’s discretion, a selected participant may be removed from the Program, or penalized at the Draft, upon a finding or belief that the participant did not complete this form in good faith.

Property Location <i>(specific municipalities and/or neighborhoods where you wish to focus)</i>	
Property Description <i>(size, characteristics, etc.)</i>	
Property Type* <i>(use, zoning, etc.)</i>	
Minimum Desired Properties	
Maximum Desired Properties <i>(up to 100)</i>	

*For respondents wishing to obtain Track B properties only. Please note that a significant majority of available properties in Track B may be single-family residential.



APPENDIX B
ENTITY INFORMATION FORM



ENTITY INFORMATION FORM

Respondents must provide complete answers to ALL items and questions on this form, with only the following exceptions:

- Respondents applying for participation in the Program as an individual person/people, without use of any entity, may skip or denote “N/A” in response to any item or question on this form that requests business entity information.
- Respondents seeking to obtain properties under only Track A or Track B may skip, or denote “N/A,” in response to any item or question on this form that requests information specific to the other track.

BACKGROUND INFORMATION

Applicant/Entity Name	
Mailing Address	
Contact Person <i>(please indicate only <u>one</u> person who will serve as the primary contact)</i>	
Phone Number <i>(of contact person)</i>	
E-Mail Address* <i>(of contact person)</i>	
Program Track** <i>(Track A, Track B, or both)</i>	

* The email address provided on this form will serve as the primary mode of communication throughout the RFQ process.

** Selected participants will be expected to participate in the track(s) chosen above. Respondents may not alter this selection once submitted. If a respondent wishes to participate in both tracks, the Land Bank may select that respondent for participation in one or both of the tracks. Under no condition, however, will the Land Bank select a respondent to participate in a track that has not been indicated on this form.



ADDITIONAL INFORMATION

Please provide the following:

1. Your entity's official registered name.

2. Your entity's identification number (from the Department of Licensing and Regulatory Affairs).

3. Your entity's date and state of incorporation, if applicable.

4. Your Taxpayer Identification Number (TIN) or Employer Identification Number (EIN).

5. Your entity's principal shareholders (i.e., those holding 5% or more of the outstanding shares).

6. A list of all members, employees, owners, etc. of your entity who will be involved with the Program.

7. Your office address, if different from the mailing address listed above.

8. Has your entity been debarred by the Federal or any State Governments? If yes, has it been lifted and if so, when?

9. Has your entity had contracts terminated for breach or failure to perform within the past five years? If yes, by whom and why?



10. On a separate page, in narrative or bullet form, please provide an answer that is responsive to all of the following questions:

TRACK A

1. What is your entity's background and experience? Particularly, what is your entity's experience with: (1) tax-foreclosed properties, (2) communities challenged by poverty and homelessness, (3) housing and/or financial counseling programs, (4) property remediation, and (5) property leasing and sales?
2. If different from #1, what is/are the background(s) of your entity's members, employees, owners, etc. who will be involved with the Program?
3. What background do you have in the neighborhoods and/or municipalities where you wish to obtain property?
4. What is your plan for rehabilitating properties that, for whatever reason, are no longer occupied when you obtain them, if any?

TRACK B

1. What is your entity's background and experience? Particularly, what is your entity's experience with: (1) distressed and blighted properties, (2) foreclosed properties, (3) municipal code compliance, (4) property development and remediation, and (5) property leasing and sales? Have you completed similar development programs or projects in the past? How capital-intensive and time-intensive were these efforts?
2. If different from #1, what is/are the background(s) of your entity's members, employees, owners, etc. who will be involved with the Program?
3. What is your goal when redeveloping properties under this Program? What is your philosophy when dealing with occupants of residential properties?
4. Is your entity planning, or hoping, to participate this year in another ROR program operated by a municipality in Wayne County? If yes, how many properties do you expect, or hope, to obtain under this program?



FINANCING

All participants must possess the financial capacity to complete their obligations under the Program. A participant's capacity will vary based on the number of properties obtained. On a per-property basis, the Land Bank will expect, as a baseline, that participants have sufficient resources to successfully accomplish the following:

Under Track A:

- Visit and inspect the property, speak to any occupants on the property, and prepare updates regarding the property.
- Work with eligible occupants on the property by collecting documentation, collecting and processing payments, and preparing lease agreements and conveyance agreements.
- Provide counseling services, and prepare and implement an escrow assistance plan, for occupants that successfully purchase the property.
- Prepare and implement a plan for properties that contain no eligible occupants.

Under Track B:

- Visit and inspect the property, speak to any occupants on the property, and prepare updates regarding the property.
- Work with eligible occupants on the property by collecting documentation, collecting and processing payments, and preparing lease agreements and conveyance agreements.
- Address legal and regulatory issues that may arise during the rehabilitation process.
- Invest a minimum of \$25,000 in the property.
- Rehabilitate the property and market any residential single-family property for sale to an owner-occupant.

Please provide complete answers to the following questions:

1. Based on the above and the "Maximum Desired Properties" you indicated on the Property Interest Form, please estimate all resources (staff time, funding, etc.) you will allocate to the Program. Your answer will NOT obligate you to expend resources above and beyond any obligations set forth under the Purchase Agreements.

2. In a manner that will best aid the Land Bank's assessment of your financial capacity, please briefly describe the financing source/s (cash, credit line, investor capital, etc.) that will support this level of resources. During the evaluation process, the Land Bank may request proof of financing, clarification regarding your financing, or additional information regarding your responses to this form. Please be prepared to promptly address any such request.



APPENDIX C

CONFLICTS FORM



CONFLICTS FORM

Please answer the following completely and truthfully. All conflicts indicated on this form will be reviewed by the Land Bank, however no respondent will be automatically disqualified unless their conflict/s is/are prohibited under Section 1.14 of this RFQu. During the evaluation process, the Land Bank may request clarification or additional information regarding your responses to this form. Please be prepared to promptly address any such request.

1. Have you or any shareholder, manager, director, or board member of your entity ever been employed by the Land Bank, County of Wayne, or Wayne County Treasurer?

YES NO

If yes, please explain:

2. Have any current employees or officials of the Land Bank, County of Wayne, or Wayne County Treasurer ever been employed by you or your entity, or been a business affiliate thereof?

YES NO

If yes, please explain:

3. Do you or any shareholder, manager, director, or board member of your entity have a relative, as defined under Section 1.14 of this RFQu, who is a current employee or official of the Land Bank, County of Wayne, or Wayne County Treasurer?

YES NO

If yes, please explain:



APPENDIX D
CERTIFICATION FORM



CERTIFICATION FORM

The undersigned hereby certifies, under penalty of perjury, to the following:

1. I have read this RFQu in its entirety, along with all instructions on all forms being submitted as part of this response, and I understand the content thereof.
2. All of the information contained in this response is complete, accurate, and current to the best of my knowledge.
3. This response is submitted without collusion with any other person or entity making any other response.
4. If signing on behalf of a business or other entity, I have the legal authorization to bind the entity listed hereunder.
5. The respondent is not delinquent on property taxes payable to any governmental taxing unit. I understand that the Land Bank may verify the respondent's tax status.
6. I understand that, if selected as a participant in the Program, I am not necessarily entitled to purchase any properties, regardless of whether those properties are indicated in this response. Rather, I understand that my selection to participate in the Program merely grants an opportunity to proceed under the terms and limitations set forth in Section 1.4 of this RFQu.

No response shall be accepted which has not been manually signed in ink in the appropriate space below.

Sign Name: _____

Date: _____

Print Name: _____

Title (if applicable): _____

Entity Name (if applicable): _____



EXHIBIT I
TRACK COMPARISON CHART



Please note: The below chart is intended for informational purposes only and should not be construed a substitute to, or modification of, the Track A Purchase Agreement or the Track B Purchase Agreement. To the extent this chart omits or is inconsistent with terms set forth in the Track A Purchase Agreement or the Track B Purchase Agreement, the language of the Agreement controls. PLEASE REFER TO THE AGREEMENTS FOR FULL TERMS AND CONDITIONS.

Requirements	Track A	Track B
Properties Available	Any foreclosed property that the Treasurer has determined is occupied.	Any foreclosed property not selected under Track A.
Properties Per Participant	Up to 100	Up to 100
"Eligible Occupant"	<ul style="list-style-type: none"> Any person living on the property at the time of foreclosure who came to the property by legal means. No evidence of intentional fraud tied to the property, baith faith with respect to non-payment of taxes on the property, or participation in another ROR program in a prior year. 	<ul style="list-style-type: none"> "Eligible Prior Owner": Any person living on the property such that (1) the person, or a family member, owned the property prior to foreclosure, (2) the prior owned lived on the property as their principal residence, (3) electric utilities were paid on the property for 6+ months before foreclosure, and (4) the property did not carry a mortgage of \$5,000.00 or more at foreclosure. "Eligible Renter": Any person living on the property who paid rent for 6+ months prior to foreclosure under a lease agreement. No evidence of intentional fraud tied to the property.
Administrative Fee (Per Property)	\$500.00 for participants that obtain fewer than 25 properties. \$250.00 for participants that obtain 25 or more properties.	\$750.00 for nonprofit entities. \$1,500.00 for all other participants.
Maximum Purchase Price for Eligible Owners	The minimum bid + \$500.00	The minimum bid + \$5,000.00
Rental Amount for Eligible Renters	N/A	Same as the renter's lease prior to foreclosure
Post Purchase Requirement with Eligible Occupants	<ul style="list-style-type: none"> Counseling on homeownership, taxes, and maintenance Assistance on saving money for tax payments 	None
Maximum Purchase Price for Ineligible Occupants	None	None
Determining Eligibility	Eligibility is determined by the participant and certified by the Land Bank.	Eligibility is determined and certified by the Land Bank. An occupant must submit eligibility documentation in order to be eligible.
Blight Remediation Requirement	Yes. But waived if the property is sold to an Eligible Occupant.	Yes. But waived if the property is sold to an Eligible Prior Owner.
Investment Requirement	None. But participants must provide a plan for properties that are not sold or rented to an Eligible Occupant, including vacant properties.	\$25,000.00 minimum investment per property obtained. But waived if the property is sold to an Eligible Prior Owner or sold/rented to an Eligible Renter.



EXHIBIT II
TRACK "A" PURCHASE AGREEMENT

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is executed as of _____ by and between **WAYNE COUNTY LAND BANK CORPORATION**, a public body corporate and politic, organized and now existing pursuant to Michigan Public Act 258 of 2003, whose address is 500 Griswold Street, 28th Floor, Detroit, Michigan 48226 ("Seller"), and _____ ("Purchaser"), a _____ located at _____.

WHEREAS, the County of Wayne ("County") holds a right of first refusal ("ROR") to purchase, pursuant to MCL 211.78m(1), tax delinquent properties foreclosed that year under MCL 211.78k; and

WHEREAS, upon finding a public purpose for use of a tax-foreclosed property, the County may exercise its ROR on any such property, provided that it pays the minimum bid for the property, as defined herein, and provided that the State of Michigan and the city, village, or township in which the property is located have declined to purchase the property; and

WHEREAS, the County, upon exercising its ROR and paying the minimum bid to purchase a tax delinquent property, may transfer that property to Seller, a land bank authority charged with facilitating the use and development of public property and promoting community growth; and

WHEREAS, Purchaser seeks to purchase and rehabilitate certain property(ies), herein described, for which a judgment of foreclosure was entered in the present year pursuant to MCL 211.78k; and

WHEREAS, Seller has agreed to assist in the County's exercise of its ROR, if granted such right, so that the County may purchase and transfer the property(ies) to Seller for disposition; and

WHEREAS, Purchaser has agreed to purchase and rehabilitate the property(ies) upon the terms and conditions described herein.

NOW THEREFORE, in consideration of the foregoing and of the covenants and agreements hereinafter contained, it is mutually agreed as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.01 "Acceptance" or "Accept" shall mean the signing and returning of all necessary documents required to accept the Occupant Residency Offer or Alternative Rental Option.

1.02 "Alternative Rental Option" shall mean a formal, written offer for an Eligible Occupant to enter into a rental agreement with Purchaser on the component parcel of the Property he/she is occupying.

1.03 "Certified by Seller" or "Certification" shall mean a written notice to Purchaser from Seller that (a) references the Property in question, or the component parcel thereof, (b) references

a particular obligation or circumstance envisioned under this Agreement, with specific reference to the applicable provision, and (c) provides a resolution, under the terms of that provision, that determines the status of that obligation or circumstance. All Certifications are final except as expressly provided otherwise in this Agreement.

1.04 “Closing” shall mean the date upon which the sale of the Property contemplated by this Agreement is consummated. As set forth in Sections 5.01 and 5.02, Closing shall occur when the required conditions in this Agreement have been fulfilled and title can be conveyed as required hereunder, at which time Seller shall convey title to the Property to Purchaser in the condition required hereunder.

1.05 “Eligibility Information” shall mean information provided by an occupant on the Property, or on behalf of an occupant on the Property, that conveys (a) the occupant’s name, (b) a phone number or email address at which the occupant can be reached, and (c) a verbal or written explanation of the circumstances under which the occupant began residing on the Property.

1.06 “Eligible Occupant” shall mean an individual person who is residing on a component parcel of the Property at the time of this Agreement, and who began residing on that parcel under legal circumstances. Such circumstances may include, but are not limited to, (a) holding title to the parcel at the time of foreclosure, (b) holding a leasehold interest on the parcel at the time of foreclosure, (c) living on the parcel at the time of foreclosure with the knowledge and consent of a prior owner or tenant thereupon, or (d) being the Family Member of an owner or tenant on the parcel at the time of foreclosure. Notwithstanding the above, a person shall not be considered an Eligible Occupant if (w) there is demonstrated evidence that he/she is/was connected with intentional fraud tied to the parcel, (x) there is demonstrated evidence that he/she acted in bad faith with respect to the non-payment of taxes on the parcel, (y) the person was Certified by Seller as a Successful Resident under a similar agreement in a prior foreclosure year, or (z) he/she does not provide Eligibility Information to Seller or Purchaser prior to the Occupant Response Deadline.

1.07 “Environmental Laws” shall mean all applicable statutes, statutory laws, common laws, ordinances, rules, regulations, codes, plans, injunctions, judgments, orders, decrees, agreements rulings, and charges thereunder: (a) of the United States of America; (b) of any state or local governmental subdivision within the United States of America, including but not limited to the State of Michigan; and (c) all agencies, departments, courts or any other subdivision of any of the foregoing, which has jurisdiction, concerning pollution or protection of the environment, public health and safety, or employee health and safety, including laws (x) relating to emissions, discharges, releases, or threatened releases of pollutants, contaminants, petroleum, petroleum-based materials, petroleum-based wastes, asbestos, asbestos-containing materials, presumed asbestos-containing materials, chemicals, industrial materials, solid wastes, Hazardous Materials, toxic substances or toxic wastes to, from, in, on or under ambient air, indoor air, surface water, ground water, soil, geologic formations, lands, equipment, structures or building materials, or (y) otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, petroleum, petroleum-based materials, petroleum-based wastes, chemicals, industrial materials, solid wastes, Hazardous Materials, toxic substances or toxic wastes.

1.08 “Family Member” shall mean a person’s biological or legally adopted parent, child, sibling, half-sibling, spouse, grandparent, or grandchild.

1.09 “Final Completion” shall mean a date no later than November 1, 2019, upon which Purchaser has completed its obligations under Sections 7.02, 8.01, 9.01, and 10.01 of this Agreement, as applicable, and in accordance with all applicable local, state, and federal laws. No component parcel of the Property shall satisfy Final Completion prior to receiving Certification that the parcel either (a) contains a Successful Resident, (b) is a Vacant Parcel, or (c) is a Reserve Parcel. For the sole purposes of this definition, Purchaser has satisfied its obligations under Sections 9.01 and 10.01 of this Agreement when the following have occurred:

- x. For any parcel that contains a Successful Owner, Purchaser has received Certification of the Draft Successful Owner Plan, as defined under Section 9.02 of this Agreement.
- y. For any Reserve Parcel, including any Vacant Parcel, Purchaser has received Certification of the Draft Reserve Parcel Plan, as defined under Section 10.02 of this Agreement.

1.10 “Hazardous Materials” shall mean any substances, compounds, mixtures, wastes or materials that are defined to be, that are regulated as, that are listed as or that (because of their toxicity, concentration or quantity) have characteristics that are hazardous or toxic under any of the Environmental Laws, or any substances, compounds, mixtures, wastes or materials that are otherwise regulated under any of the Environmental Laws. Without limiting the generality of the foregoing, Hazardous Materials includes: (a) any article or mixture that contains a Hazardous Material; (b) petroleum or petroleum products; (c) asbestos, asbestos-containing materials and presumed asbestos-containing materials; (d) polychlorinated biphenyls; and (e) any substance the presence of which requires reporting, investigation, removal or remediation under any Environmental Laws.

1.11 “Hazardous Use” shall mean the use, presence, disposal, storage, generation, leakage, treatment, manufacture, import, handling, processing, release or threatened release of Hazardous Materials, to, from, on or under the Property or any portion thereof by any individual, person or entity, including without limitation, any lessee, occupant, and/or user of the Property or any portion thereof, including without limitation, Seller or Purchaser, whether known or unknown, and whether occurring and/or existing prior to the Effective Date or on or at any time after the Effective Date, and at any time after Closing.

1.12 “Occupant Acceptance Deadline” shall mean the close of business on the date three weeks after an Eligible Occupant is provided an Occupant Residency Offer. However, if this date falls on a weekend, the Occupant Acceptance Deadline shall mean the close of business on the first weekday thereafter. The Occupant Acceptance Deadline may be extended by Purchaser at Purchaser’s sole discretion.

1.13 “Occupant Response Deadline” shall mean the close of business on December 3, 2018. The Occupant Response Deadline may be extended by Purchaser at Purchaser’s sole discretion.

1.14 “Occupant Purchase Price” shall mean an amount determined by Purchaser that cannot exceed the sum of (a) the “Minimum bid” for that component parcel of the Property, as defined under MCL 211.78m(16) and (b) \$500.00.

1.15 “Occupant Residency Offer” shall mean a formal, written offer for an Eligible Occupant to purchase the component parcel of the Property he/she is occupying for the amount of that parcel’s Occupant Purchase Price. The Occupant Residency Offer shall serve as an option that remains open until, at least, the Occupant Acceptance Deadline. It shall include, at minimum, (x) a purchase agreement between Purchaser and the Eligible Occupant that provides at least five months, from the date the agreement is signed, for the Eligible Occupant to pay the Occupant Purchase Price, (y) a provision restricting the Eligible Occupant from conveying the component parcel for one year following the date the agreement is signed, and (z) a requirement that the Eligible Occupant participates in the Minimum Homeownership Efforts, as defined under Section 9.02, as part of the Draft Successful Owner Plan or Final Successful Owner Plan, as defined under Sections 9.02 and 9.04, respectively. At Purchaser’s discretion, the Occupant Residency Offer may, but is not required to, additionally include provisions in the purchase agreement requiring that the Eligible Occupant agree to one or more of the following (the “Discretionary Requirements”):

- a. Pay a refundable deposit not to exceed ten percent of the Occupant Purchase Price prior to, or within one week of, the Occupant Acceptance Deadline.
- b. Waive any claims against Purchaser regarding the Property’s foreclosure, the Purchaser’s title to the Property, or the Purchaser’s eviction of the Eligible Occupant in the event the Eligible Occupant does not become a Successful Resident on the Property.
- c. Agree to vacate the Property without eviction proceedings in the event the Eligible Occupant does not become a Successful Resident on the Property.
- d. Permit Purchaser to attach an interest to any deed conveyance that grants Purchaser a right of repurchase, at the Occupant Purchase Price, in the event that the Eligible Occupant purchases the component parcel of Property that he/she is occupying and subsequently decides to sell such component parcel within one year of the purchase.

1.16 “Property” shall mean a parcel or parcels of real property located in Wayne County, Michigan, as more specifically described in **Exhibit A**.

1.17 “Reserve Parcel” shall mean a parcel of the Property that is either (a) a Vacant Parcel, (b) does not contain an Eligible Occupant following Seller’s Certification under Section 8.06 of this Agreement, or (c) does not contain a Successful Resident following Seller’s Certification under Section 8.10 of this Agreement.

1.18 “Successful Resident” shall mean an Eligible Occupant who is able to remain on the Property by any of the following means:

- a. Accepting the Occupant Residency Offer and paying the Occupant Purchase Price within the provided timeframe.

- d. Accepting the Alternative Rental Option and making the first payment on the lease agreement signed with Purchaser.
- e. Notwithstanding the above, an Eligible Occupant shall be considered a Successful Resident in the event he/she (i) Accepts the Occupant Residency Offer or Alternative Rental Option and (ii) is expressly permitted by Purchaser to remain on the Property with an ownership or leasehold interest, notwithstanding any payments, or lack thereof, made by the Eligible Occupant to Purchaser.

1.19 “Successful Owner” shall mean a Successful Resident to whom Purchaser conveys a component parcel of the Property.

1.20 “Vacant Parcel” shall mean a component parcel of the Property that contains no occupants at the time of this Agreement.

2. PURCHASE OF PROPERTY

2.01 Except as set forth in Section 12.02, Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, the Property upon the terms and conditions set forth in this Agreement.

2.02 The Purchase Price to be paid for the Property shall be the sum of \$_____ (“Purchase Price”). As used in this Agreement, the Purchase Price shall consist of the following:

- a. The “Minimum Bid,” in the amount of \$_____, as defined under MCL 211.78m(16), which is the sum of the minimum bids for the Property’s component parcels, as determined solely by the foreclosing governmental unit. MCL 211.78m(16) defines “minimum bid” as “the minimum amount established by the foreclosing governmental unit for which property may be sold [pursuant to an ROR],” which shall at minimum include “[a]ll delinquent taxes, interest, penalties, and fees due on the property.”
- b. The “Administrative Fee,” in the amount of \$_____, which shall cover any and all recording, mailing, legal, or notice costs incurred by Seller under this Agreement.

2.03 On or before _____, Purchaser will deposit the Minimum Bid with Seller as a good faith deposit hereunder (the “Minimum Bid Deposit”) by either (i) a cashier’s check delivered personally or sent via certified mail or (ii) a wire transfer in readily available funds. The Minimum Bid Deposit shall be held by Seller in escrow until the Property is transferred to Seller in accordance with Section 12.01(d), at which time it shall be applied towards the Purchase Price. The Minimum Bid Deposit is non-refundable unless Seller is unable to transfer title to the Property, or any component parcel thereof, after Seller has obtained title and Purchaser has fulfilled all conditions of purchasing the Property, in which case Seller shall promptly refund any pro-rated portion of the Minimum Bid Deposit for any component parcel of the Property that Seller is unable to transfer.

2.04 The Purchase Price, less the Minimum Bid Deposit, shall be paid to Seller at Closing by either (a) a cashier's check delivered personally or sent via certified mail or (b) a wire transfer in readily available funds. The Minimum Bid Deposit shall be released to Seller from escrow upon the Property transferring to Seller in accordance with Section 12.01(d).

2.05 Purchaser acknowledges that the number and nature of component parcels of the Property, as defined herein, is subject to change subsequent to this Agreement and prior to Closing. Purchaser understands that one or more of these component parcels may be removed from the Property prior to Closing. PURCHASER HEREBY WAIVES ANY AND ALL CLAIMS AGAINST SELLER, THE COUNTY OF WAYNE, OR THE WAYNE COUNTY TREASURER STEMMING FROM THE REMOVAL OF COMPONENT PARCELS UNDER THIS AGREEMENT.

3. TAXES AND UTILITIES

3.01 The parties agree that Seller, a tax-exempt governmental entity, shall not be responsible for any current taxes, assessments, tax liens, or transfer taxes on the Property. The parties further agree that the Property was obtained through tax foreclosure and that the delinquent taxes on the Property have been included in the Purchase Price, as defined in this Agreement, unless provided otherwise by the foreclosing governmental unit. Nevertheless, Seller agrees to take title to the Property subject to any current taxes, assessments, or tax liens thereupon.

3.02 To the extent applicable, water, sewer, electricity, gas and other public utility bills shall be adjusted and prorated to the date of Closing, however, no proration shall be made for public utilities, if in lieu thereof, the respective utility companies are able to bill separately for the amount of utilities consumed through the morning of the date of Closing.

4. TITLE

4.01 Seller shall convey to Purchaser at Closing its interest in the Property by the Quit Claim Deed provided in **Exhibit B**. Title shall be subject only to the lien for taxes and assessments not yet due and payable, matters of zoning, and easements, restrictions, and rights-of-way of record. To the extent applicable, Purchaser shall pay all state and county transfer taxes and/or revenue/documentary stamps due on this transaction. The Seller and the Purchaser have agreed to the form of deed listed in **Exhibit B** of this Agreement.

4.02 Notwithstanding Section 4.01, in the event Purchaser desires to obtain a quiet title judgment on the Property, or on any component parcel thereof, Purchaser may elect to enter into a Quiet Title Agreement with Seller by which Seller will file an expedited quiet title and foreclosure action under MCL 124.759 at a cost of \$750.00 for each component parcel. If Purchaser makes such election, the following shall occur:

- a. Seller shall convey title to that component parcel to Purchaser within two weeks of obtaining a judgment under MCL 124.759(12) and expiration of the appeal period set forth under MCL 124.759(13).

- b. In the event Purchaser is provided a right-of-entry onto the Property as part of the Quiet Title Agreement, and in the event such right-of-entry provides Purchaser the right to maintain and improve the Property while the Quiet Title action is pending, Purchaser's Final Completion obligations and timeline shall remain in full force and effect while the Quiet Title action is pending.
- c. Notwithstanding any provision to the contrary under Section 11 of this Agreement, in the event Purchaser submits a Final Completion Report on a component parcel of Property upon which the Quiet Title action is still pending, and in the event Seller determines that Purchaser has satisfied Final Completion thereupon, Seller shall convey title to Purchaser in accordance with the timeline set forth under Section 4.02(a) and without attaching any notice to the deed conveyance.

5. CLOSING

5.01 If all required conditions in this Agreement are fulfilled and title can be conveyed as required hereunder, the Closing shall take place, and the Seller shall convey title to the Property to Purchaser in the condition required hereunder, within two weeks of the satisfaction of all the conditions outlined in this agreement, particularly those conditions delineated under Section 12.01. This date may be extended by mutual written agreement of the parties.

5.02 The parties agree that, after Closing, Purchaser shall have the right of possession of the Property.

5.03 Prior to Closing, but after Seller obtains title to the Property, Purchaser shall have a right of entry onto the Property for purposes of inspection. Purchaser acknowledges and agrees it will be responsible for its own negligence, tortuous acts, errors, or omissions occurring during any such entry, as well as the acts, errors, or omissions of any of its employees, agents, contractors or subcontractors. Purchaser shall assume the risk of any personal or property damage stemming from any entry it makes upon the Property prior to Closing.

6. CONDITION OF THE PROPERTY

6.01 Purchaser warrants and acknowledges to, and agrees with, Seller that Purchaser is a sophisticated purchaser, familiar with the Property, and that Purchaser is purchasing the Property "AS IS", "WHERE IS" and "WITH ALL FAULTS", with no right of set-off or reduction in the Purchase Price and, except as expressly provided herein to the contrary, specifically and expressly without reliance on any warranties, representations or guarantees, whether express, implied or statutory, of any kind, nature, or type whatsoever from or on behalf of Seller, including without limitation, warranties, representations or guarantees with respect to the quality, character, or condition of the Property (including the presence of any Hazardous Materials on, at, under or emanating from the Property, or any Hazardous Use on or about the Property), whether latent or patent, merchantability, habitability, utility, tenantability, workmanship, operations, state of maintenance or repair, compliance with statutory or other governmental, regulatory or industry standards or fitness for a particular use, or with respect to the value, profitability or

marketability of any part of the Property, or with respect to any other matter or thing relating to or affecting the Property. Seller does hereby disclaim and renounce, and Purchaser acknowledges and agrees that it is not relying on, any such representations or warranties.

6.02 Upon the Closing, Purchaser shall have no claim in common law, in equity or under Environmental Laws, and hereby releases, covenants not to sue and forever discharges Seller, the County of Wayne, and the Wayne County Treasurer (and its and their officers, directors, managers, agents, brokers, employees, representatives, successors and assigns) from any claims, actions, liabilities, obligations, costs or expenses based upon or arising out of (a) the condition of the Property, (b) the failure of the Property to comply with any laws or meet any standards, (c) the presence of any Hazardous Materials on, at, in, under or emanating to or from the Property, (d) any Hazardous Use on or about the Property, and/or (e) any violation of any Environmental Laws. Further, anything in this Agreement to the contrary notwithstanding, in no event shall Seller be liable for incidental, special, exemplary or consequential damages, including, without limitation, loss of profits or revenue, interference with business operations, loss of tenants, lenders, investors, buyers, diminution in value of the Property, or inability to use the Property, due to the condition of the Property. It is understood and agreed that the Purchase Price has been established by prior negotiation to reflect that all of the Property is sold by Seller and purchased by Purchaser subject to the foregoing.

7. PURCHASER'S REPRESENTATIONS AND WARRANTIES TO REHABILITATE THE PROPERTY

7.01 The Seller and the Purchaser represent that a material term of this Agreement is the Purchaser's representations that the Property will be rehabilitated as a consequence of this sale. Purchaser hereby represents and warrants to Seller that Purchaser has the full right, power and authority to carry out Purchaser's obligations as detailed in this section.

7.02 Purchaser shall rehabilitate the Property's exterior structures and spaces by the Final Completion date, unless that date is extended by Seller in accordance with the terms of this Agreement, such that the Property has been secured using locked doors, windows, or security panels to prevent entry by unauthorized persons; that all debris, trash, and broken tree limbs have been removed from the premises; that the grass, yard, and shrubs have been trimmed or mowed; and that peeling paint, graffiti, fire-damaged or any defaced areas have been repaired on the exterior of the Property such that exterior walls are free from holes, breaks, and loose or rotting materials; and that the Property does not pose a nuisance to adjacent properties and the surrounding community, as defined in the Wayne County Code of Ordinances, § 90-7.

7.03 If Purchaser fails to rehabilitate the Property in accordance with Section 7.02, Purchaser shall be in default under this Agreement. After providing written notice and a two week opportunity to cure such default, notwithstanding any Amended Final Completion Deadline granted under Section 11.04, Seller may seek any and all of the following remedies:

- a. Seller may declare the sale void and retain the Minimum Bid Deposit as liquidated damages.

- b. Seller may take immediate possession of the Property and any attachments thereon; enter and secure the Property; remove all occupants from the Property; and clear the Property of any items placed thereon by Purchaser or other persons.
- c. Seller may hold, sell, or develop the Property at its sole discretion.
- d. Seller may seek any other legal remedies, equitable remedies, or remedies provided in this Agreement.

7.04 Purchaser's rehabilitation obligations under Section 7.02 shall be waived with respect to any component parcel of the Property that is conveyed to a Successful Owner.

7.05 In furtherance of the representations and terms agreed upon above, Purchaser agrees that Seller may attach a notice to the deed conveyance, as well as record a "Notice of Claim of Interest" regarding the Property with the Wayne County Register of Deeds, that permits Seller to enforce the terms and conditions listed herein.

8. PURCHASER'S REPRESENTATIONS AND WARRANTIES TO ADDRESS OCCUPANTS ON THE PROPERTY

8.01 Purchaser agrees to identify and accommodate any occupant residing on the Property who is an Eligible Occupant by taking the actions delineated herein under Section 8 of this Agreement.

8.02 Prior to November 1, 2018, Purchaser shall make diligent efforts to (a) determine which component parcels of the Property are occupied, (b) collect Eligibility Information from at least one occupant residing on each occupied parcel, and (c) determine which component parcels of the Property contain an Eligible Occupant. Seller agrees to assist with such efforts by collecting Eligibility Information from any occupant who contacts Seller directly. For purposes of this section, "diligent efforts" shall include the following:

- a. Visiting the Property to determine whether it is occupied. It may be necessary to make multiple visits to any component parcel of the Property where Purchaser is unable to readily ascertain its occupancy status.
- b. Making contact with at least one of the occupants residing on any occupied parcel, and informing such occupant of (i) Purchaser's ownership of such parcel and (ii) the qualifications required for being considered an Eligible Occupant. If contact cannot be made with any occupant despite multiple visits to an occupied parcel, Purchaser may conspicuously post a notice on the parcel, or send such notice by registered mail, that informs the occupant of (x) Purchaser's ownership of such parcel and (y) the qualifications required for being considered an Eligible Occupant.

8.03 Based on Purchaser's diligent efforts under Section 8.02, along with any other information available to Purchaser at such time, Purchaser shall, on or before November 1, 2018, submit to Seller a report (the "Assessment Report") that provides, at minimum, the following:

- a. A discussion of the diligent efforts made by Purchaser on the Property.
- b. Any Eligibility Information collected for any occupant on the Property.
- c. A list of any component parcels of the Property that Purchaser has determined are Vacant Parcels.
- d. A list of any component parcels of the Property that Purchaser has determined contain an Eligible Occupant.
- e. A list of any component parcels of the Property that Purchaser has determined are occupied, but nevertheless contain no Eligible Occupants.

8.04 Following the Occupant Response Deadline, and prior to December 10, 2018, Purchaser shall submit an updated Assessment Report (the "Updated Assessment Report") in the event any of its determinations have altered since the Assessment Report was submitted.

8.05 For all component parcels of the Property that, per Purchaser's determination, contain an Eligible Occupant, such determination shall be considered final, and shall be Certified automatically by Seller, on either (a) the date Purchaser submits the Updated Assessment Report or (b) December 10, 2018, in the event Purchaser does not submit an Updated Assessment Report.

8.06 Based on the Assessment Report, any necessary visits or outreach efforts to any component parcel of the Property, and, if applicable, the Updated Assessment Report, Seller shall send Certification to Purchaser on or before December 17, 2018 (the "Eligibility Certification") that contains the following:

- a. For any component parcel of the Property that Purchaser determined is a Vacant Parcel, Certification that either (i) the parcel is indeed a Vacant Parcel, (ii) the parcel is occupied but contains no Eligible Occupants, or (iii) the parcel contains an Eligible Occupant.
- b. For any component parcel of the Property that Purchaser determined is occupied but contains no Eligible Occupants, Certification that either (i) the parcel contains no Eligible Occupants, and is therefore a Reserve Parcel, or (ii) the parcel does contain an Eligible Occupant.

8.07 On all component parcels of the Property that contain no Eligible Occupants, as Certified by Seller, Purchaser has no further obligations under Section 8 following the Eligibility Certification.

8.08 On all component parcels of the Property that contain an Eligible Occupant following the Eligibility Certification, Purchaser shall take the following actions on or before January 18, 2019:

- a. Provide an Occupant Residency Offer to the Eligible Occupant(s) via postal mail and, if available, email. Purchaser shall also contact the Eligible Occupant(s) to

provide additional notice of the Occupant Residency Offer and to address any questions the Eligible Occupant(s) may have.

- b. At its discretion, Purchaser may, in addition, also provide the Alternative Rental Option.

8.09 In the event an Eligible Occupant, prior to the Occupant Acceptance Deadline, Accepts the Occupant Residency Offer or Alternative Rental Option provided by Purchaser, Purchaser shall give that Eligible Occupant an opportunity to become a Successful Resident on the Property. Purchaser covenants and agrees that no evictions will occur, and no eviction actions will commence, against any of the following occupants on the Property:

- a. Any occupant prior to receiving the Eligibility Certification.
- b. An Eligible Occupant prior to the Occupant Acceptance Deadline.
- c. An Eligible Occupant who has Accepted the Occupant Residency Offer or Alternative Rental Option and who is working towards becoming a Successful Resident on the Property.

8.10 Upon assessing that an Eligible Occupant is either (a) a Successful Resident or (b) not a Successful Resident, Purchaser shall submit documentation of such to Seller as part of a Quarterly Report or Final Completion Report regarding that component parcel of the Property. Seller shall determine whether the Eligible Occupant is, indeed, a Successful Resident, and send Certification of such to Purchaser. If the Eligible Occupant is not a Successful Resident, the parcel shall be Certified as a Reserve Parcel. Purchaser shall have no further obligations under Section 8 of this Agreement after receiving Certification pursuant to this section.

8.11 In furtherance of the representations and terms agreed upon above, Purchaser agrees that Seller may attach a notice to the deed conveyance, as well as record a “Notice of Claim of Interest” regarding the Property with the Wayne County Register of Deeds, that permits Seller to enforce the terms and conditions listed herein.

9. PURCHASER REPRESENTATIONS AND WARRANTIES TO PROMOTE SUSTAINABLE HOMEOWNERSHIP OF THE PROPERTY

9.01 Purchaser covenants and agrees that it will work with Successful Owners on the Property to encourage, and advance, the likelihood that each Successful Owner is able to maintain their component parcel of the Property, pay taxes on their component parcel, and ultimately prevent the component parcel from returning to tax foreclosure.

9.02 On or before October 1, 2018, Purchaser shall submit to Seller a plan (the “Draft Successful Owner Plan”) that provides a framework plan for how, and within what timeframe, Purchaser will work with Successful Owners to prevent their component parcel of the Property from returning to tax foreclosure. At minimum, the Draft Successful Owner Plan should include and address the following components (the “Minimum Homeownership Efforts”):

- a. Homeownership counseling to each Successful Owner that includes guidance on paying property taxes, qualifying and applying for tax exemptions, and maintaining residential properties in compliance with local codes.
- b. A mechanism by which the Successful Owner can, with guidance and supervision from Purchaser, begin setting aside dedicated funds to pay property taxes on their component parcel of the Property, even before such taxes become due to the local municipality. This mechanism may take the form of an escrow account, a dedicated bank account, or another dedicated savings means.

9.03 Within two weeks of receiving the Draft Successful Owner Plan, Seller shall review and Certify the plan if it reasonably satisfies the Minimum Homeownership Efforts. In the event Seller does not Certify the Draft Reserve Parcel Plan, Seller shall send Purchaser a written notice within two weeks of receiving the Draft Reserve Parcel Plan that provides, at minimum:

- a. The reason or reasons why the plan is deficient, with a specific discussion of why the plan, as presented, does not reasonably satisfy the Minimum Homeownership Efforts.
- b. At least two different reasonable approaches that Purchaser may take to satisfy the Minimum Homeownership Efforts (the “Remediation Options”).

9.04 Within one month of Seller’s Certification under Section 8.10 with respect to the final component parcel of Property, Purchaser shall submit to Seller a final plan (the “Final Successful Owner Plan”) that at minimum includes:

- a. A list of all component parcels of the Property that contain a Successful Owner.
- b. Any update or modification, if applicable, from the Draft Successful Owner Plan.
- c. A timeline for the plan.

9.05 Within two weeks of receiving the Final Successful Owner Plan, Seller shall Certify the plan if either (a) Seller had Certified the Draft Successful Owner Plan, and the Final Successful Owner Plan is substantially similar to the Draft Successful Owner Plan or (b) Seller had not Certified the Draft Successful Owner Plan, and the Final Successful Owner Plan incorporates one of the Remediation Options. Upon Certification, the Final Successful Owner Plan shall be, without any further action by the parties, hereby incorporated into this Agreement. In the event Seller does not Certify the Final Successful Owner Plan, Seller shall provide Purchaser written notice and a two-week opportunity to amend the Final Successful Owner Plan such that it includes one of the Remediation Options (the “Successful Owner Plan Cure Period”). Within two weeks of the Successful Owner Plan Cure Period, Seller shall either (x) Certify Purchaser’s amended Final Successful Owner Plan, (y) provide Purchaser an additional Successful Owner Plan Cure Period, or (z) find Purchaser in default under this Agreement.

9.06 In furtherance of the representations and terms agreed upon above, Purchaser agrees that Seller may attach a notice to the deed conveyance, as well as record a “Notice of Claim of Interest” regarding the Property with the Wayne County Register of Deeds, that permits Seller to enforce the terms and conditions listed herein.

10. PURCHASER'S REPRESENTATIONS AND WARRANTIES TO ADDRESS RESERVE PARCELS OF THE PROPERTY

10.01 The parties agree that the primary objective of this Agreement, and of the program obligations contemplated hereunder, is to identify Eligible Occupants on the Property and provide those Eligible Occupants an opportunity to become Successful Residents. Nevertheless, Purchaser acknowledges that component parcels of the Property may be Reserve Parcels, and agrees to ensure that such parcels are returned to productive use.

10.02 On or before February 1, 2019, Purchaser shall submit to Seller a plan (the "Draft Reserve Parcel Plan") that at minimum includes:

- a. A framework plan discussing how Purchaser will address any Reserve Parcels, and return such parcels to productive use. The plan should differentiate, if applicable, between (i) Vacant Parcels, (ii) parcels that contain no Eligible Occupants, and (iii) parcels that contain an Eligible Occupant who did not become a Successful Resident.
- b. An envisioned timeline for the plan.
- c. An estimate of all costs that will be incurred on the Property as a consequence of the plan.

10.03 Within two weeks of receiving the Draft Reserve Parcel Plan, Seller shall review and Certify the plan if it reasonably ensures that the Reserve Parcels will be returned to productive use. In the event Seller does not Certify the Draft Reserve Parcel Plan, Seller shall send Purchaser a written notice within two weeks of receiving the Draft Reserve Parcel Plan that provides, at minimum:

- a. The reason or reasons why the plan is deficient, with a specific discussion of why the plan, as presented, does not reasonably ensure that the Reserve Parcels will be returned to productive use.
- b. At least two different reasonable approaches that Purchaser may take to ensure the Reserve Parcels are returned to productive use (the "Remediation Options").

10.04 Within one month of Seller's Certification under Section 8.10 with respect to the final component parcel of Property, Purchaser shall submit to Seller a final plan (the "Final Reserve Parcel Plan") that at minimum includes:

- a. A list of all Reserve Parcels.
- b. For each Reserve Parcel, an identification as to whether that parcel (i) is a Vacant Parcel, (ii) contains no Eligible Occupants, and/or (iii) contains an Eligible Occupant who did not become a Successful Resident.
- c. For each Reserve Parcel, a discussion of how Purchaser's plan will return that parcel to productive use.
- d. A timeline for the plan.
- e. An itemized calculation of all costs that will be incurred on the Property as a consequence of the plan.

10.05 Within two weeks of receiving the Final Reserve Parcel Plan, Seller shall Certify the plan if either (a) Seller had Certified the Draft Reserve Parcel Plan, and the Final Reserve Parcel Plan is substantially similar to the Draft Reserve Parcel Plan or (b) Seller had not Certified the Draft Reserve Parcel Plan, and the Final Reserve Parcel Plan incorporates one of the Remediation Options. Upon Certification, the Final Reserve Parcel Plan shall be, without any further action by the parties, hereby incorporated into this Agreement. In the event Seller does not Certify the Final Reserve Parcel Plan, Seller shall provide Purchaser written notice and a two-week opportunity to amend the Final Reserve Parcel Plan such that it includes one of the Remediation Options (the “Reserve Parcel Plan Cure Period”). Within two weeks of the Reserve Parcel Plan Cure Period, Seller shall either (x) Certify Purchaser’s amended Final Reserve Parcel Plan, (y) provide Purchaser an additional Reserve Parcel Plan Cure Period, or (z) find Purchaser in default under this Agreement.

10.06 Purchaser agrees that it will not convey or rent any Reserve Parcel to a third party prior to receiving Certification for the Draft Reserve Parcel Plan.

10.07 In furtherance of the representations and terms agreed upon above, Purchaser agrees that Seller may attach a notice to the deed conveyance, as well as record a “Notice of Claim of Interest” regarding the Property with the Wayne County Register of Deeds, that permits Seller to enforce the terms and conditions listed herein.

11. PURCHASER’S TIMELINE AND REPORTING REQUIREMENTS

11.01 Purchaser agrees to prosecute, or cause to be prosecuted, its obligations upon the Property to Final Completion in accordance with the terms of this Agreement.

11.02 Purchaser shall provide written reports to Seller on a quarterly basis (the “Quarterly Reports”), beginning from the date of this Agreement and continuing until the date of Final Completion, which reports shall include:

- a. A report discussing any rehabilitation work expended on the Property to date.
- b. Any new or additional facts discovered by Purchaser, or any conditions known by Purchaser, that may impact any performance obligations under this Agreement.
- c. For any component parcel of Property that contains an Eligible Occupant, an update on (i) whether an Occupant Residency Offer and/or Alternative Rental Option have been provided to the Eligible Occupant, (ii) whether, if so, the Eligible Occupant has Accepted one of the options provided, and (iii) if so, the Eligible Occupant’s progress to become a Successful Resident.
- d. An update on the Draft Successful Owner Plan or Final Successful Owner Plan, as applicable, with respect to any component parcel of the Property that contains a Successful Owner.

- e. Following February 1, 2019, an update on the Draft Reserve Parcel Plan or Final Reserve Parcel Plan, as applicable, with respect to any Reserve Parcel of the Property.

11.03 Within one month of Final Completion, or within one month of the Amended Final Completion Deadline as defined in Section 11.04, Purchaser shall submit a report to Seller (the “Final Completion Report”), which shall include:

- a. Documentation that the Purchaser has reached Final Completion on the Property.
- b. Unless the rehabilitation obligations have been waived on a given component parcel of Property pursuant to Section 7.04, photographs of the exterior of the Property, or other evidence indicating that the Property has been secured using locked doors, windows, or security panels to prevent entry by unauthorized persons; that all debris, trash, and broken tree limbs have been removed from the premises; that the grass, yard, and shrubs have been trimmed or mowed; and that peeling paint, graffiti, fire-damaged or any defaced areas have been repaired on the exterior of the Property such that exterior walls are free from holes, breaks, and loose or rotting materials; and that the Property does not pose a nuisance to adjacent properties and the surrounding community, as defined in the Wayne County Code of Ordinances, § 90-7.
- c. For any component parcel of Property that contains or contained an Eligible Occupant, documentation consistent with Section 8.10 of this Agreement.
- d. For any component parcel of Property that contains a Successful Owner, the status of that Successful Owner under the Draft Successful Owner Plan or Final Successful Owner Plan.
- e. For any Reserve Parcel, including any Vacant Parcel, the status of that parcel under the Draft Reserve Parcel Plan or Final Reserve Parcel Plan.
- f. A list of any occupants evicted by Purchaser from the Property.

11.04 If Purchaser in good faith fails to satisfy Final Completion, Purchaser may submit a written request for an extension of time before the Final Completion date has passed. The written request must explain the measurable progress Purchaser has made, the reason for the delay despite Purchaser’s diligence, and the date Purchaser’s obligations will be complete. Seller may either (a) grant this request, setting a new date for Final Completion (the “Amended Final Completion Deadline”), or (b) deny this request at its sole discretion, with or without notice. Notwithstanding the above, in the event there is a legal challenge to Seller and/or Purchaser’s right of title to the Property or a delay in legal proceedings to grant possession to Purchaser, Seller shall not deny a request under this section without providing a written explanation of such denial to Purchaser.

11.05 Within two weeks of Purchaser’s submission of the Final Completion Report, Seller shall determine whether Purchaser has satisfied Final Completion and provide Purchaser written notice of such determination. If Purchaser has satisfied Final Completion, Seller shall,

within two weeks, record a “Release of Interest in Real Property” with the Wayne County Register of Deeds, releasing any and all interest Seller holds in the Property. If Purchaser has not satisfied such obligations, Purchaser shall be in default of its obligations under this Agreement.

11.06 Notwithstanding Section 11.05, Purchaser may, at its discretion, submit a Final Completion Report for any component parcel of the Property upon which Final Completion has occurred. Within two weeks of such submission, Seller shall determine whether Purchaser has satisfied Final Completion with respect to that component parcel and provide Purchaser written notice of such determination. If Purchaser has satisfied Final Completion, Seller shall, within two weeks, record a “Release of Interest in Real Property” with the Wayne County Register of Deeds, releasing any and all interest Seller holds in that component parcel of the Property.

11.07 For all purposes of this Agreement, whether Purchaser has satisfied Final Completion shall be determined at Seller’s sole discretion, based upon a good faith assessment of the Final Completion Report, in addition to Seller’s own examination of the Property. Seller’s determination that Purchaser has not satisfied Final Completion shall not constitute a default by Seller under this Agreement.

12. SELLER'S REPRESENTATIONS AND WARRANTIES

12.01 Seller hereby represents and warrants to make diligent, good faith efforts to accomplish the following, which shall be considered conditions precedent under this Agreement, in order to acquire the full right, power and authority to sell the Property as provided in this Agreement and to carry out Seller’s obligations hereunder:

- a. Confirming that the Property is available, and remains available, for ROR purchase by the County from the Wayne County Treasurer (“Treasurer”).
- b. Preparing and recording all necessary legal instruments, including conveyance documents.
- c. Facilitating the Property’s transfer from the Treasurer to the County.
- d. Facilitating the Property’s transfer from the County to Seller.

12.02 In the event any one of the conditions precedent under Section 12.01 do not occur such that Seller has acquired the full right, power and authority to sell the Property, or a component parcel thereof, prior to commencement of the Treasurer’s auction sale under MCL 211.78m(2) in the present calendar year, Seller shall provide written notice to Purchaser and shall refund the Minimum Bid Deposit, or, if applicable, any pro-rated portion thereof, for the Property or for any such component parcel thereof.

12.03 Seller shall not be considered in default under this Agreement in the event one of the conditions precedent set forth under Section 12.01 do not occur despite Seller’s diligent, good faith efforts to accomplish them. Regardless of whether these conditions precedent occur, or do not occur, Seller does not warrant the foreclosure judgment entered on the Property.

13. DEFAULT

13.01 In the event of a default by Seller hereunder, the Purchaser may, at its option, either (a) seek specific performance of the terms and conditions of this Agreement, or (b) terminate this Agreement by written notice delivered to the Seller at or prior to Closing and obtain a refund as liquidated damages and the remedy elected shall constitute the sole and exclusive remedy of the Purchaser.

13.02 In the event of a default by Purchaser prior to Closing, the Seller may, at its option, terminate this Agreement by written notice delivered to the Purchaser at or prior to the Closing Date and collect from escrow the Minimum Bid Deposit as liquidated damages and the remedy elected shall constitute the sole and exclusive remedy of the Seller.

14. BROKERS' FEES

14.01 The Parties represent that neither have used the services of any broker.

15. MISCELLANEOUS PROVISIONS

15.01 Any notice, request, demand, consent, approval or other communication given pursuant to this Agreement (hereinafter "Notice") shall be given in writing by (a) personal delivery, (b) expedited delivery service with proof of delivery, (c) email, or (d) United States registered or certified mail, return receipt requested, postage prepaid, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time the email is sent, at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of the first attempted delivery at the address and in the manner provided herein. The parties agree to use email as the primary form of communication unless requested or indicated otherwise. The address for notices given pursuant to this Agreement shall be as follows:

If to Seller:

Kelly Beals
Executive Assistant
Wayne County Land Bank Corporation
500 Griswold, Fl 28
Detroit, MI 48226
kbeals@waynecounty.com

If to Purchaser:

15.02 The parties hereto agree that at any time or from time to time after the execution of this Agreement and the Closing, they shall, upon request of the other, execute and deliver such further documents and instruments and do such further actions and things as may be reasonably requested in order to carry out the intended purposes of this Agreement.

15.03 This Agreement shall be deemed to be executed, performed, governed, construed, applied, and enforced in accordance with the substantive laws of the State of Michigan (without regard to any conflict of laws principles) and the applicable laws of the United States of America. Seller and Purchaser irrevocably submit to the jurisdiction of any court of competent jurisdiction in the County of Wayne, State of Michigan in connection with any proceeding out of or relating to this Agreement.

15.04 This Agreement embodies the entire agreement and understanding by and between the parties relating to the subject matter hereof, and this Agreement may not be amended, waived or discharged, except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver, or discharge is sought.

15.05 This Agreement may be executed in any number of counterparts, none of which has been executed by all of the parties hereto, each of which shall be deemed an original, and all of which when taken together, shall constitute one and the same instrument.

15.06 Whenever possible, each provision of this Agreement and all related documents shall be interpreted in such a manner as to be valid under applicable law, but to the extent any provision is invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

15.07 The terms in this Agreement that should reasonably survive the termination of this Agreement shall survive.

15.08 Neither party's failure or neglect to enforce any of its rights under this agreement will be deemed to be a waiver of that party's rights.

15.09 The section headings contained in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

15.10 Purchaser acknowledges and agrees that its obligations under this Agreement shall run with the Property and remain binding upon any subsequent owner or interest-holder thereof.

15.11 The parties do not intend to confer, and this Agreement shall not be construed to confer, any rights, benefits, or remedies to any third-party person or entity, and no such person or entity shall have any right to enforce any provision of this Agreement, even if indirectly benefited by it.

SELLER:
WAYNE COUNTY LAND BANK
CORPORATION

By: Bali Kumar
Its: Executive Director

PURCHASER:

By: _____
Its: _____

Subscribed and sworn to before me this ___ day of
_____, 2018.

Notary Public, _____ County, MI
My Commission Expires: _____
Acting in the County of _____.

Subscribed and sworn to before me this ___ day of
_____, 2018.

Notary Public, _____ County, MI
My Commission Expires: _____
Acting in the County of _____.

EXHIBIT A

DESCRIPTION OF PROPERTY

EXHIBIT B
QUIT CLAIM DEED

This instrument was acknowledged before me in Wayne County, Michigan, on _____, by Bali Kumar, Executive Director of the Wayne County Land Bank Corporation, a Michigan corporate and public entity.

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

When recorded return to:	Send subsequent tax bills to:	Drafted by: Daniel Rosenbaum 500 Griswold, 28 th Floor Detroit, MI 48226
Parcel I.D. No:	Recording Fee:	Revenue Stamps:



EXHIBIT III
TRACK "B" PURCHASE AGREEMENT

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is executed as of _____ by and between **WAYNE COUNTY LAND BANK CORPORATION**, a public body corporate and politic, organized and now existing pursuant to Michigan Public Act 258 of 2003, whose address is 500 Griswold Street, 28th Floor, Detroit, Michigan 48226 ("Seller"), and _____ ("Purchaser"), a _____ located at _____.

WHEREAS, the County of Wayne ("County") holds a right of first refusal ("ROR") to purchase, pursuant to MCL 211.78m(1), tax delinquent properties foreclosed that year under MCL 211.78k; and

WHEREAS, upon finding a public purpose for use of a tax-foreclosed property, the County may exercise its ROR on any such property, provided that it pays the minimum bid for the property, as defined herein, and provided that the State of Michigan and the city, village, or township in which the property is located have declined to purchase the property; and

WHEREAS, the County, upon exercising its ROR and paying the minimum bid to purchase a tax delinquent property, may transfer that property to Seller, a land bank authority charged with facilitating the use and development of public property and promoting community growth; and

WHEREAS, Purchaser seeks to purchase, rehabilitate, and develop certain property(ies), herein described, for which a judgment of foreclosure was entered in the present year pursuant to MCL 211.78k; and

WHEREAS, Seller has agreed to assist in the County's exercise of its ROR, if granted such right, so that the County may purchase and transfer the property(ies) to Seller for disposition; and

WHEREAS, Purchaser has agreed to purchase, rehabilitate, and develop the property(ies) upon the terms and conditions described herein.

NOW THEREFORE, in consideration of the foregoing and of the covenants and agreements hereinafter contained, it is mutually agreed as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.01 "Acceptance" or "Accept" shall mean the signing and returning of all necessary documents required to accept the Owner Residency Offer, Renter Residency Offer, Substitute Rental Residency Offer, or Alternative Owner Option.

1.02 "Alternative Owner Option" shall mean a formal, written offer for an Eligible Prior Owner to enter into a rental agreement with Purchaser on the component parcel of the Property he/she is occupying.

1.03 “Certified by Seller” or “Certification” shall mean a written notice to Purchaser from Seller that (a) references the Property in question, or the component parcel thereof, (b) references a particular obligation or circumstance envisioned under this Agreement, with specific reference to the applicable provision, and (c) provides a resolution, under the terms of that provision, that determines the status of that obligation or circumstance. All Certifications are final except as expressly provided otherwise in this Agreement.

1.04 “Closing” shall mean the date upon which the sale of the Property contemplated by this Agreement is consummated. As set forth in Sections 5.01 and 5.02, Closing shall occur when the required conditions in this Agreement have been fulfilled and title can be conveyed as required hereunder, at which time Seller shall convey title to the Property to Purchaser in the condition required hereunder.

1.05 “Eligibility Documentation” shall mean documents provided by an occupant of the Property, or on behalf of an occupant on the Property, that are sufficient to establish that the occupant is either an Eligible Renter or Eligible Prior Owner. For purposes of this definition, the sufficiency of any document(s) shall be determined by Seller on a case-by-case basis at its sole discretion.

1.06 “Eligible Occupant” shall mean an Eligible Renter or Eligible Prior Owner.

1.07 “Eligible Prior Owner” shall mean an individual person who is residing on a component parcel of the Property at the time of this Agreement and has a verifiable connection to the parcel such that all of the following are satisfied: (a) the person, or a Family Member, owned the parcel immediately prior to tax foreclosure, (b) the person or Family Member who owned the parcel had resided thereupon as his/her principal residence, and (c) the electric utilities had been paid on the parcel for six or more months immediately prior to this Agreement. Notwithstanding the above, a person shall not be considered an Eligible Prior Owner if (x) there is demonstrated evidence that he/she is/was connected with intentional fraud tied to the parcel, (y) he/she does not provide Eligibility Documentation to Seller or Purchaser by the Occupant Response Deadline, or (z) the parcel was encumbered by a mortgage in excess of \$5,000.00 that was recorded with the Wayne County Register of Deeds and extinguished by the tax foreclosure (a “Disqualifying Mortgage”). However, a person residing on a parcel subject to a Disqualifying Mortgage may still become an Eligible Prior Owner by either (i) demonstrating that the total amount owed on the mortgage was less than \$5,000.00 at the time of foreclosure or (ii) paying to Purchaser, as part of the Owner Purchase Price, the difference between \$5,000.00 and the total amount owed on the mortgage at the time of foreclosure.

1.08 “Eligible Renter” shall mean an individual person who is residing on a component parcel of the Property at the time of this Agreement and has a verifiable connection to the parcel such that the person paid rent on the parcel for six or more consecutive months immediately prior to tax foreclosure under a good faith belief that he/she held a lease thereupon. To demonstrate a good faith belief that he/she held a lease on the parcel, the person must be able to demonstrate either (a) a rental agreement or (b) evidence of rental payments. Notwithstanding the above, the person shall not be considered an Eligible Renter if (x) there is demonstrated evidence that he/she is/was connected with intentional fraud tied to the parcel or (y) he/she does not provide Eligibility Documentation to Seller or Purchaser by the Occupant Response Deadline.

1.09 “Environmental Laws” shall mean all applicable statutes, statutory laws, common laws, ordinances, rules, regulations, codes, plans, injunctions, judgments, orders, decrees, agreements rulings, and charges thereunder: (a) of the United States of America; (b) of any state or local governmental subdivision within the United States of America, including but not limited to the State of Michigan; and (c) all agencies, departments, courts or any other subdivision of any of the foregoing, which has jurisdiction, concerning pollution or protection of the environment, public health and safety, or employee health and safety, including laws (x) relating to emissions, discharges, releases, or threatened releases of pollutants, contaminants, petroleum, petroleum-based materials, petroleum-based wastes, asbestos, asbestos-containing materials, presumed asbestos-containing materials, chemicals, industrial materials, solid wastes, Hazardous Materials, toxic substances or toxic wastes to, from, in, on or under ambient air, indoor air, surface water, ground water, soil, geologic formations, lands, equipment, structures or building materials, or (y) otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, petroleum, petroleum-based materials, petroleum-based wastes, chemicals, industrial materials, solid wastes, Hazardous Materials, toxic substances or toxic wastes.

1.10 “Family Member” shall mean a person’s biological or legally adopted parent, child, sibling, half-sibling, spouse, grandparent, or grandchild.

1.11 “Final Completion” shall mean a date no later than November 1, 2019, upon which Purchaser has completed its obligations under Sections 7.01, 8.02, and 9.02 of this Agreement, as applicable, and in accordance with all applicable local, state, and federal laws. In the event that an Eligible Prior Owner upon the Property Accepts an Owner Residency Offer, Final Completion upon that component parcel of the Property shall be extended, beyond the date provided in this section, for a period of time equal to the difference between (a) the date of Acceptance and (b) the date upon which Purchaser receives Certification pursuant to Section 9.10.

1.12 “Hazardous Materials” shall mean any substances, compounds, mixtures, wastes or materials that are defined to be, that are regulated as, that are listed as or that (because of their toxicity, concentration or quantity) have characteristics that are hazardous or toxic under any of the Environmental Laws, or any substances, compounds, mixtures, wastes or materials that are otherwise regulated under any of the Environmental Laws. Without limiting the generality of the foregoing, Hazardous Materials includes: (a) any article or mixture that contains a Hazardous Material; (b) petroleum or petroleum products; (c) asbestos, asbestos-containing materials and presumed asbestos-containing materials; (d) polychlorinated biphenyls; and (e) any substance the presence of which requires reporting, investigation, removal or remediation under any Environmental Laws.

1.13 “Hazardous Use” shall mean the use, presence, disposal, storage, generation, leakage, treatment, manufacture, import, handling, processing, release or threatened release of Hazardous Materials, to, from, on or under the Property or any portion thereof by any individual, person or entity, including without limitation, any lessee, occupant, and/or user of the Property or any portion thereof, including without limitation, Seller or Purchaser, whether known or unknown, and whether occurring and/or existing prior to the Effective Date or on or at any time after the Effective Date, and at any time after Closing.

1.14 “Minimum Investment” shall mean _____, an amount which shall equal \$25,000.00 for each component parcel of Property and shall constitute the minimum total cost incurred by the Purchaser and its contractors on the Property prior to Final Completion. Total costs include, but are not limited to, demolition, excavation, and clearing of the Property; environmental assessments and any remediation identified by such assessments; construction and rehabilitation; engineering, design, legal, and consulting fees; public and private infrastructure improvements; resurfacing and paving; securing the property from trespass during construction; landscaping; and other improvements made upon the Property in preparation for its use and occupancy.

1.15 “Occupant Acceptance Deadline” shall mean the close of business on the date three weeks after an Eligible Occupant is provided an Owner Residency Offer, Renter Residency Offer, Substitute Rental Residency Offer, or Alternative Owner Option. However, if this date falls on a weekend, the Occupant Acceptance Deadline shall mean the close of business on the first weekday thereafter. The Occupant Acceptance Deadline may be extended by Purchaser at Purchaser’s sole discretion.

1.16 “Occupant Response Deadline” shall mean the close of business on December 3, 2018.

1.17 “Owner Purchase Price” shall mean an amount determined by Purchaser that cannot exceed the sum of (a) the “Minimum bid” for that component parcel of the Property, as defined under MCL 211.78m(16) and (b) \$5,000.00.

1.18 “Owner Residency Offer” shall mean a formal, written offer for an Eligible Occupant to purchase the component parcel of the Property he/she is occupying for the amount of that parcel’s Owner Purchase Price. The Owner Residency Offer shall serve as an option that remains open until, at least, the Occupant Acceptance Deadline. It shall include, at minimum, (x) a purchase agreement between Purchaser and the Eligible Occupant that provides at least five months, from the date the agreement is signed, for the Eligible Occupant to pay the Owner Purchase Price and (y) a provision restricting the Eligible Occupant from conveying the component parcel for one year following the date the agreement is signed. At Purchaser’s discretion, the Owner Residency Offer may also include, as part of the purchase agreement, provisions requiring that the Eligible Occupant agree to one or more of the following (the “Discretionary Requirements”):

- a. Pay a refundable deposit not to exceed ten percent of the Owner Purchase Price prior to, or within one week of, the Occupant Acceptance Deadline.
- b. Waive any claims against Purchaser regarding the Property’s foreclosure, the Purchaser’s title to the Property, or the Purchaser’s eviction of the Eligible Occupant in the event the Eligible Occupant does not become a Successful Resident on the Property.
- c. Agree to vacate the Property without eviction proceedings in the event the Eligible Occupant does not become a Successful Resident on the Property.
- d. Permit Purchaser to attach an interest to any deed conveyance that grants Purchaser a right of repurchase, at the Owner Purchase Price, in the event that the

Eligible Occupant purchases the component parcel of Property that he/she is occupying and subsequently decides to sell such component parcel within one year of the purchase.

1.19 “Property” shall mean a parcel or parcels of real property located in Wayne County, Michigan, as more specifically described in **Exhibit A**.

1.20 “Renter Purchase Price” shall mean an amount determined by Purchaser that cannot exceed the higher of (a) the Owner Purchase Price for that component parcel of the Property and (b) the State Equalized Value for that component parcel of the Property, as calculated based upon the most recent Michigan Board of Review (MBOR) assessment of that component parcel from the most recent year that it was not tax-exempt.

1.21 “Renter Residency Offer” shall mean a formal, written offer that permits an Eligible Renter to choose one of the following options, of which such options shall remain open until at least the Occupant Acceptance Deadline:

- a. An option to purchase the component parcel of the Property that the Eligible Renter is occupying at that parcel’s Renter Purchase Price. This option shall include, at minimum, (i) a purchase agreement between Purchaser and the Eligible Renter that provides at least five months, from the date the agreement is signed, for the Eligible Renter to pay the Renter Purchase Price and (ii) a provision restricting the Eligible Renter from conveying the component parcel for one year following the date the agreement is signed. The option may also include one or more of the Discretionary Requirements set forth under Section 1.18.
- b. An option to enter into a rental agreement with Purchaser upon the same terms and conditions of the Eligible Renter’s prior rental agreement, provided, however, that the terms of the lease shall permit the Eligible Renter to remain on the component parcel of Property for at least one year from the date the lease is signed.

1.22 “Significant Rental Preparation” shall mean the situation whereby a component parcel of the Property, before it can be rented to an Eligible Renter, requires significant investment in order to secure necessary prerequisite municipal approvals. Generally, for a parcel to require Significant Rental Preparation, it must both (i) not have been registered as a rental property with the local municipality at the time of foreclosure and (ii) require an investment, at least, in excess of \$35,000.00 before any necessary prerequisite municipal approvals can be obtained.

1.23 “Substitute Rental Residency Offer” shall mean a formal, written offer that permits an Eligible Renter to choose one option, from at least two of the following options, of which such options shall remain open until at least the Occupant Acceptance Deadline:

- a. An option to purchase the component parcel of the Property that the Eligible Renter is occupying at that parcel’s Renter Purchase Price. This option shall include, at minimum (i) a purchase agreement between Purchaser and the Eligible Renter that provides at least five months, from the date the agreement is signed, for the Eligible Occupant to pay the Renter Purchase Price and (ii) a provision

restricting the Eligible Renter from conveying the component parcel for one year following the date the agreement is signed. The option may also include one or more of the Discretionary Requirements set forth under Section 1.17.

- b. An option to receive at least \$5,000.00 in exchange for voluntarily vacating the component parcel of Property that the Eligible Renter is occupying within a timeframe of, at minimum, one month from the date the option is Accepted (the “Relocation Assistance Option”).
- c. An option to enter into a rental agreement with Purchaser upon the same terms and conditions of the Eligible Renter’s prior rental agreement, provided, however, that (i) the Eligible Renter agrees to reside on an alternative parcel of property owned by Purchaser for a period of time, not to exceed three months, during which remediation work can be performed on the component parcel of Property that the Eligible Renter is occupying and (ii) the terms of the lease shall permit the Eligible Renter to return to the component parcel of Property after the remediation work is complete, or substantially complete, and to remain on that parcel for at least one year from that date (the “Temporary Relocation Option”).
- d. An option to enter into a rental agreement with Purchaser upon the same terms and conditions of the Eligible Renter’s prior rental agreement, provided, however, that (i) the Eligible Renter will not reside on the component parcel of Property that he/she is occupying, but rather on an alternative parcel of property owned by Purchaser of substantially similar value and located in a reasonably proximal location and (ii) the terms of the lease shall permit the Eligible Renter to remain on the alternative parcel of property for at least one year from the date the lease is signed (the “Alternative Housing Option”).

1.24 “Successful Resident” shall mean an Eligible Occupant who is able to remain on the Property by any of the following means:

- a. Accepting the Owner Residency Offer and paying the Owner Purchase Price within the provided timeframe.
- b. Accepting the Renter Residency Offer and, depending on the option being chosen, paying either (i) the Renter Purchase Price within the provided timeframe or (ii) the first payment on the lease agreement signed with Purchaser.
- c. Accepting the Substitute Rental Residency Offer and, depending on the options offered and the option being chosen, either (i) paying the Renter Purchase Price within the provided timeframe, (ii) receiving at least \$5,000.00 under the Relocation Assistance Option, or (iii) making the first payment on the lease agreement signed with Purchaser under the Temporary Relocation Option or Alternative Housing Option.
- d. Accepting the Alternative Owner Option and making the first payment on the lease agreement signed with Purchaser.
- e. Notwithstanding the above, an Eligible Occupant shall be considered a Successful Resident in the event he/she (i) Accepts the Owner Residency Offer, Renter

Residency Offer, Substitute Rental Residency Offer, or Alternative Owner Option and (ii) is expressly permitted by Purchaser to remain on the Property with an ownership or leasehold interest, notwithstanding any payments, or lack thereof, made by the Eligible Occupant to Purchaser.

2. PURCHASE OF PROPERTY

2.01 Except as set forth in Section 11.02, Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, the Property upon the terms and conditions set forth in this Agreement.

2.02 The Purchase Price to be paid for the Property shall be the sum of \$_____ (“Purchase Price”). As used in this Agreement, the Purchase Price shall consist of the following:

- a. The “Minimum Bid,” in the amount of \$_____, as defined under MCL 211.78m(16), which is the sum of the minimum bids for the Property’s component parcels, as determined solely by the foreclosing governmental unit. MCL 211.78m(16) defines “minimum bid” as “the minimum amount established by the foreclosing governmental unit for which property may be sold [pursuant to an ROR],” which shall at minimum include “[a]ll delinquent taxes, interest, penalties, and fees due on the property.”
- b. The “Administrative Fee,” in the amount of \$_____, which shall cover any and all recording, mailing, legal, or notice costs incurred by Seller under this Agreement.

2.03 On or before _____, Purchaser will deposit the Minimum Bid with Seller as a good faith deposit hereunder (the “Minimum Bid Deposit”) by either (i) a cashier’s check delivered personally or sent via certified mail or (ii) a wire transfer in readily available funds. The Minimum Bid Deposit shall be held by Seller in escrow until the Property is transferred to Seller in accordance with Section 11.01(d), at which time it shall be applied towards the Purchase Price. The Minimum Bid Deposit is non-refundable unless Seller is unable to transfer title to the Property, or any component parcel thereof, after Purchaser has fulfilled all conditions of purchasing the Property, in which case Seller shall promptly refund any pro-rated portion of the Minimum Bid Deposit for any component parcel of the Property that Seller is unable to transfer.

2.04 The Purchase Price, less the Minimum Bid Deposit, shall be paid to Seller at Closing by either (a) a cashier’s check delivered personally or sent via certified mail or (b) a wire transfer in readily available funds. The Minimum Bid Deposit shall be released to Seller from escrow upon the Property transferring to Seller in accordance with Section 11.01(d).

2.05 Purchaser acknowledges that the number and nature of component parcels of the Property, as defined herein, is subject to change subsequent to this Agreement and prior to Closing. Purchaser understands that one or more of these component parcels may be removed from the Property prior to Closing. PURCHASER HEREBY WAIVES ANY AND ALL CLAIMS AGAINST SELLER, THE COUNTY OF WAYNE, OR THE WAYNE COUNTY

TREASURER STEMMING FROM THE REMOVAL OF COMPONENT PARCELS UNDER THIS AGREEMENT.

3. TAXES AND UTILITIES

3.01 The parties agree that Seller, a tax-exempt governmental entity, shall not be responsible for any current taxes, assessments, tax liens, or transfer taxes on the Property. The parties further agree that the Property was obtained through tax foreclosure and that the delinquent taxes on the Property have been included in the Purchase Price, as defined in this Agreement, unless provided otherwise by the foreclosing governmental unit. Nevertheless, Seller agrees to take title to the Property subject to any current taxes, assessments, or tax liens thereupon.

3.02 To the extent applicable, water, sewer, electricity, gas and other public utility bills shall be adjusted and prorated to the date of Closing, however, no proration shall be made for public utilities, if in lieu thereof, the respective utility companies are able to bill separately for the amount of utilities consumed through the morning of the date of Closing.

4. TITLE

4.01 Seller shall convey to Purchaser at Closing its interest in the Property by the Quit Claim Deed provided in **Exhibit B**. Title shall be subject only to the lien for taxes and assessments not yet due and payable, matters of zoning, and easements, restrictions, and rights-of-way of record. To the extent applicable, Purchaser shall pay all state and county transfer taxes and/or revenue/documentary stamps due on this transaction. The Seller and the Purchaser have agreed to the form of deed listed in **Exhibit B** of this Agreement.

4.02 Notwithstanding Section 4.01, in the event Purchaser desires to obtain a quiet title judgment on the Property, or on any component parcel thereof, Purchaser may elect to enter into a Quiet Title Agreement with Seller by which Seller will file an expedited quiet title and foreclosure action under MCL 124.759 at a cost of \$1,000.00 for each component parcel. If Purchaser makes such election, the following shall occur:

- a. Seller shall convey title to that component parcel to Purchaser within two weeks of obtaining a judgment under MCL 124.759(12) and expiration of the appeal period set forth under MCL 124.759(13).
- b. In the event Purchaser is provided a right-of-entry onto the Property as part of the Quiet Title Agreement, and in the event such right-of-entry provides Purchaser the right to maintain and improve the Property while the Quiet Title action is pending, Purchaser's Final Completion obligations and timeline shall remain in full force and effect while the Quiet Title action is pending.
- c. Notwithstanding any provision to the contrary under Section 10 of this Agreement, in the event Purchaser submits a Final Completion Report on a component parcel of Property upon which the Quiet Title action is still pending, and in the event Seller determines that Purchaser has satisfied Final Completion thereupon, Seller shall convey title to Purchaser in accordance with the timeline

set forth under Section 4.02(a) and without attaching any notice to the deed conveyance.

5. CLOSING

5.01 If all required conditions in this Agreement are fulfilled and title can be conveyed as required hereunder, the Closing shall take place, and the Seller shall convey title to the Property to Purchaser in the condition required hereunder, within two weeks of the satisfaction of all the conditions outlined in this agreement, particularly those conditions delineated under Section 11.01. This date may be extended by mutual written agreement of the parties.

5.02 The parties agree that, after Closing, Purchaser shall have the right of possession of the Property.

5.03 Prior to Closing, but after Seller obtains title to the Property, Purchaser shall have a right of entry onto the Property for purposes of inspection. Purchaser acknowledges and agrees it will be responsible for its own negligence, tortuous acts, errors, or omissions occurring during any such entry, as well as the acts, errors, or omissions of any of its employees, agents, contractors or subcontractors. Purchaser shall assume the risk of any personal or property damage stemming from any entry it makes upon the Property prior to Closing.

6. CONDITION OF THE PROPERTY

6.01 Purchaser warrants and acknowledges to, and agrees with, Seller that Purchaser is a sophisticated purchaser, familiar with the Property, and that Purchaser is purchasing the Property “AS IS”, “WHERE IS” and “WITH ALL FAULTS”, with no right of set-off or reduction in the Purchase Price and, except as expressly provided herein to the contrary, specifically and expressly without reliance on any warranties, representations or guarantees, whether express, implied or statutory, of any kind, nature, or type whatsoever from or on behalf of Seller, including without limitation, warranties, representations or guarantees with respect to the quality, character, or condition of the Property (including the presence of any Hazardous Materials on, at, under or emanating from the Property, or any Hazardous Use on or about the Property), whether latent or patent, merchantability, habitability, utility, tenantability, workmanship, operations, state of maintenance or repair, compliance with statutory or other governmental, regulatory or industry standards or fitness for a particular use, or with respect to the value, profitability or marketability of any part of the Property, or with respect to any other matter or thing relating to or affecting the Property. Seller does hereby disclaim and renounce, and Purchaser acknowledges and agrees that it is not relying on, any such representations or warranties.

6.02 Upon the Closing, Purchaser shall have no claim in common law, in equity or under Environmental Laws, and hereby releases, covenants not to sue and forever discharges Seller, the County of Wayne, and the Wayne County Treasurer (and its and their officers, directors, managers, agents, brokers, employees, representatives, successors and assigns) from any claims, actions, liabilities, obligations, costs or expenses based upon or arising out of (a) the condition of the Property, (b) the failure of the Property to comply with any laws or meet any standards, (c) the presence of any Hazardous Materials on, at, in, under or emanating to or from the Property,

(d) any Hazardous Use on or about the Property, and/or (e) any violation of any Environmental Laws. Further, anything in this Agreement to the contrary notwithstanding, in no event shall Seller be liable for incidental, special, exemplary or consequential damages, including, without limitation, loss of profits or revenue, interference with business operations, loss of tenants, lenders, investors, buyers, diminution in value of the Property, or inability to use the Property, due to the condition of the Property. It is understood and agreed that the Purchase Price has been established by prior negotiation to reflect that all of the Property is sold by Seller and purchased by Purchaser subject to the foregoing.

7. PURCHASER'S REPRESENTATIONS AND WARRANTIES TO INVEST IN THE PROPERTY

7.01 Purchaser covenants and agrees that it will expend such funds and incur such costs and expenses upon the Property such that, on the Final Completion date, total costs shall be no less than the Minimum Investment. If total costs are less than the Minimum Investment on the Final Completion date, Purchaser shall pay Seller damages equaling the difference between (i) the total costs actually incurred by Purchaser on the Property and (ii) the Minimum Investment. Upon paying such damages, Purchaser shall be considered in compliance with its obligations under this section.

7.02 On a pro-rated basis, the Minimum Investment shall be waived for any component parcel of Property upon which an Eligible Occupant becomes a Successful Resident. In the event Purchaser desires to (a) rent or sell a component parcel of Property to a non-Eligible Occupant who was residing on the Property at the time of foreclosure or (b) rent a component parcel of Property to an Eligible Prior Owner who accepts the Owner Residency Offer but does not become a Successful Resident, Purchaser may submit a written request to Seller for a waiver of the Minimum Investment with respect to that parcel. At its sole discretion, Seller will, by Certification, either approve or deny this request.

7.03 Any damages paid by Purchaser pursuant to Section 7.01 shall constitute Seller's sole and exclusive remedy for Purchaser's breach of its covenant to satisfy the Minimum Investment.

7.04 In furtherance of the representations and terms agreed upon above, Purchaser agrees that Seller may attach a notice to the deed conveyance, as well as record a "Notice of Claim of Interest" regarding the Property with the Wayne County Register of Deeds, that permits Seller to enforce the terms and conditions listed herein.

8. PURCHASER'S REPRESENTATIONS AND WARRANTIES TO REHABILITATE THE PROPERTY

8.01 The Seller and the Purchaser represent that a material term of this Agreement is the Purchaser's representations that the Property will be rehabilitated as a consequence of this sale. Purchaser hereby represents and warrants to Seller that Purchaser has the full right, power and

authority to carry out Purchaser's obligations as detailed in this section. Further, unless it is rented to an Eligible Occupant pursuant to Section 9 of this Agreement, Purchaser agrees to make good faith efforts sell any single-family residential component parcel of the Property to an owner-occupant.

8.02 Purchaser shall rehabilitate the Property's exterior structures and spaces by the Final Completion date, unless that date is extended by Seller in accordance with the terms of this Agreement, such that the Property has been secured using locked doors, windows, or security panels to prevent entry by unauthorized persons; that all debris, trash, and broken tree limbs have been removed from the premises; that the grass, yard, and shrubs have been trimmed or mowed; and that peeling paint, graffiti, fire-damaged or any defaced areas have been repaired on the exterior of the Property such that exterior walls are free from holes, breaks, and loose or rotting materials; and that the Property does not pose a nuisance to adjacent properties and the surrounding community, as defined in the Wayne County Code of Ordinances, § 90-7.

8.03 If Purchaser fails to rehabilitate the Property in accordance with Section 8.02, Purchaser shall be in default under this Agreement. After providing written notice and a two week opportunity to cure such default, notwithstanding any Amended Final Completion Deadline granted under Section 10.04, Seller may seek any and all of the following remedies:

- a. Seller may declare the sale void and retain the Minimum Bid Deposit as liquidated damages.
- b. Seller may take immediate possession of the Property and any attachments thereon; enter and secure the Property; remove all occupants from the Property; and clear the Property of any items placed thereon by Purchaser or other persons.
- c. Seller may hold, sell, or develop the Property at its sole discretion.
- d. Seller may seek any other legal remedies, equitable remedies, or remedies provided in this Agreement.

8.04 Purchaser's rehabilitation obligations under Section 8.02 shall be waived with respect to any component parcel of the Property that is conveyed to an Eligible Prior Owner who has become a Successful Resident thereupon.

8.05 In furtherance of the representations and terms agreed upon above, Purchaser agrees that Seller may attach a notice to the deed conveyance, as well as record a "Notice of Claim of Interest" regarding the Property with the Wayne County Register of Deeds, that permits Seller to enforce the terms and conditions listed herein.

9. PURCHASER'S REPRESENTATIONS AND WARRANTIES TO ADDRESS OCCUPANTS ON THE PROPERTY

9.01 Purchaser acknowledges that the Property has been obtained out of the tax-foreclosure process and, due to the nature of such process, may contain an individual occupant or occupants residing on residential structures thereupon.

9.02 Purchaser agrees to identify and accommodate any occupant residing on the Property who is an Eligible Occupant by taking the actions delineated herein under Section 9 of this Agreement.

9.03 Prior to October 1, 2018, Purchaser shall make diligent efforts to preliminarily assess whether any component parcel of the Property is occupied, whether any such occupant is an Eligible Occupant, and whether, if so, the Eligible Occupant may qualify as an Eligible Prior Owner or an Eligible Renter. Seller agrees to assist with such efforts by collecting relevant information from any such occupant who contacts Seller directly. For purposes of this section, “diligent efforts” shall include the following:

- a. Visiting the Property to determine whether it is occupied. It may be necessary to make multiple visits to any component parcel of the Property where Purchaser is unable to readily ascertain its occupancy status.
- b. Making contact with at least one of the occupants residing on any occupied parcel, and informing such occupant of (i) Purchaser’s ownership of such parcel and (ii) the qualifications required for being considered an Eligible Occupant. If contact cannot be made with any occupant despite multiple visits to an occupied parcel, Purchaser may conspicuously post a notice on the parcel, or send such notice by registered mail, that informs the occupant of (x) Purchaser’s ownership of such parcel and (y) the qualifications required for being considered an Eligible Occupant.

9.04 Based on Purchaser’s diligent efforts under Section 9.03, along with any other information available to Purchaser at such time, Purchaser shall, on or before October 1, 2018, submit to Seller a report (the “Preliminary Assessment Report”) that (a) discusses the diligent efforts made on the Property, (b) provides any contact information collected for any occupant on the Property, and (c) makes a preliminary assessment as to whether any component parcel of the Property is occupied, whether any such occupant may be an Eligible Occupant, and whether, if so, the Eligible Occupant may qualify as an Eligible Prior Owner or an Eligible Renter.

9.05 Based on Purchaser’s Preliminary Assessment Report, Seller and Purchaser shall, on or before November 1, 2018, use diligent efforts to collect Eligibility Documentation from any occupant listed on the Preliminary Assessment Report who may be an Eligible Occupant. Seller may also seek Eligibility Documentation from an occupant that Seller believes may be an Eligible Occupant notwithstanding the Preliminary Assessment Report. For purposes of this section, “diligent efforts” shall include the following:

- a. Calling, emailing, and/or mailing occupants in order to ensure they are aware of the qualifications required for being considered an Eligible Prior Owner or an Eligible Renter. In particular, occupants should be aware of the Eligibility Documentation they must provide in order to demonstrate they are Eligible Occupants.

- b. Seller shall visit any component parcel of the Property where the Preliminary Assessment Report found that (i) that parcel was likely occupied but (ii) Purchaser has not succeeded in speaking with the occupant and collecting contact information.

9.06 Seller and Purchaser shall remain in communication throughout the process set forth under Section 9.05, as necessary, in order to ensure a collaborative outreach effort. Seller and Purchaser shall also share any Eligibility Documentation received from an occupant on the Property.

9.07 At any point on or after October 1, 2018, Seller may determine that a component parcel of the Property either (i) contains at least one Eligible Occupant, specified by name, or (ii) contains no Eligible Occupants. Seller shall send Certification of this determination to Purchaser (the “Eligibility Certification”). On any component parcel of the Property that Seller believes, at its sole discretion, may contain an Eligible Occupant, Seller will not issue the Eligibility Certification for this parcel until after the later of (x) receiving Eligibility Documentation for this parcel, (y) receiving information demonstrating that no occupant on this parcel is an Eligible Occupant, and (z) the Occupant Response Deadline. Nevertheless, Seller shall send all Eligibility Certifications regarding all component parcels of the Property on or before December 10, 2018.

- a. Within one week of an Eligibility Certification, Purchaser or any occupant may submit a written request for Seller to reconsider its determination with respect to one or more component parcels of the Property listed thereunder. Seller may grant, deny, grant in part, or disregard this request at its sole discretion. Unless Seller provides a second Eligibility Certification regarding that component parcel of the Property within one week of the request (the “Updated Eligibility Certification”), the original Certification remains controlling and final.
- b. On all component parcels of the Property that contain no Eligible Occupants, as Certified by Seller, Purchaser has no further obligations under Section 9 following the Eligibility Certification.

9.08 Within two weeks of receiving an Eligibility Certification on a component parcel of the Property, or, if applicable, within two weeks of receiving an Updated Eligibility Certification on a component parcel of the Property, Purchaser shall take the following actions:

- a. If the parcel contains an Eligible Prior Owner, Purchaser shall provide an Owner Residency Offer to the occupant identified on the Eligibility Certification via postal mail and, if available, email. Purchaser shall also contact the Eligible Prior Owner using any phone number provided on the Eligibility Certification to provide additional notice of the Owner Residency Offer and to address any questions the Eligible Prior Owner may have. At its discretion, Purchaser may, in addition, also provide the Alternative Owner Option.
- b. If the parcel contains only a/an Eligible Renter/s, Purchaser shall provide a Renter Residency Offer to the occupant identified on the Eligibility Certification via postal mail and, if available, email. Purchaser shall also contact the Eligible Renter using any phone number provided on the Eligibility Certification to

provide additional notice of the Renter Residency Offer and to address any questions the Eligible Renter may have.

- c. Notwithstanding Section 9.08(b), if the parcel contains only a/an Eligible Renter/s, and if Purchaser believes that the parcel requires Significant Rental Preparation, Purchaser may submit a written request to Seller for Certification of such. Within one week, Seller shall grant or deny this request at its sole discretion. In the event Seller determines that the parcel requires Significant Rental Preparation and Certifies Purchaser's request, Purchaser shall, within one week of receiving Certification, provide either (i) a Renter Residency Offer and/or (ii) a Substitute Rental Residency Offer to the occupant identified on the Eligibility Certification via postal mail and, if available, email. Purchaser shall also contact the Eligible Renter using any phone number provided on the Eligibility Certification to provide additional notice of the Renter Residency Offer and/or the Substitute Rental Residency Offer and to address any questions the Eligible Renter may have.

9.09 In the event an Eligible Occupant, prior to the Occupant Acceptance Deadline, Accepts the Owner Residency Offer, Renter Residency Offer, Substitute Rental Residency Offer, or Alternative Owner Option provided by Purchaser, Purchaser shall give that Eligible Occupant an opportunity to become a Successful Resident on the Property. Purchaser covenants and agrees that no evictions will occur, and no eviction actions will commence, against any of the following occupants on the Property:

- a. An occupant for whom the Purchaser has not yet received an Eligibility Certification from Seller.
- b. An Eligible Occupant prior to the Occupant Acceptance Deadline.
- c. An Eligible Occupant who has Accepted the Owner Residency Offer, Renter Residency Offer, Substitute Rental Residency Offer, or Alternative Owner Option, and who is working towards becoming a Successful Resident on the Property.

9.10 Upon assessing that an Eligible Occupant is either (a) a Successful Resident or (b) not a Successful Resident, Purchaser shall submit documentation of such to Seller as part of a Quarterly Report or Final Completion Report regarding that component parcel of the Property. Seller shall determine whether the Eligible Occupant is, indeed, a Successful Resident, and send Certification of such to Purchaser. Purchaser shall have no further obligations under Section 9 of this Agreement after receiving Certification pursuant to this section.

9.11 In furtherance of the representations and terms agreed upon above, Purchaser agrees that Seller may attach a notice to the deed conveyance, as well as record a "Notice of Claim of Interest" regarding the Property with the Wayne County Register of Deeds, that permits Seller to enforce the terms and conditions listed herein.

10. PURCHASER'S TIMELINE AND REPORTING REQUIREMENTS

10.01 Purchaser agrees to prosecute, or cause to be prosecuted, its improvements and rehabilitations upon the Property to Final Completion in a good and workmanlike manner in accordance with the terms of this Agreement.

10.02 Purchaser shall provide written reports to Seller on a quarterly basis (the “Quarterly Reports”), beginning from the date of this Agreement and continuing until the date of Final Completion, which reports shall include:

- a. An update on Purchaser’s progress towards Final Completion upon the Property.
- b. A report discussing all work expended on the Property to date.
- c. Any new or additional facts discovered by Purchaser, or any conditions known by Purchaser, that may impact any costs or performance obligations under this Agreement.
- d. For any component parcel of Property that contains an Eligible Occupant, an update on (i) whether an Owner Residency Offer, Renter Residency Offer, Substitute Rental Residency Offer, and/or Alternative Owner Option has been provided to the Eligible Occupant, (ii) whether, if so, the Eligible Occupant has Accepted one of the options provided, and (iii) if so, the Eligible Occupant’s progress to become a Successful Resident.

10.03 Within one month of Final Completion, or within one month of the Amended Final Completion Deadline as defined in Section 10.04, Purchaser shall submit a report to Seller (the “Final Completion Report”), which shall include:

- a. Documentation that the Purchaser has reached Final Completion on the Property.
- b. Unless the Minimum Investment has been waived on a given component parcel of Property pursuant to Section 7.02, an itemized accounting of all sums expended on the Property between the date of this Agreement and the date of Final Completion, provided, however, that Purchaser may condition such information on Seller’s maintaining the confidentiality of such itemized accounting.
- c. Unless the rehabilitation obligations have been waived on a given component parcel of Property pursuant to Section 8.04, photographs of the exterior of the Property, or other evidence indicating that the Property has been secured using locked doors, windows, or security panels to prevent entry by unauthorized persons; that all debris, trash, and broken tree limbs have been removed from the premises; that the grass, yard, and shrubs have been trimmed or mowed; and that peeling paint, graffiti, fire-damaged or any defaced areas have been repaired on the exterior of the Property such that exterior walls are free from holes, breaks, and loose or rotting materials; and that the Property does not pose a nuisance to adjacent properties and the surrounding community, as defined in the Wayne County Code of Ordinances, § 90-7.
- d. Copies of building and other rehabilitation permits as may be required by the 2012 Michigan Building Code, the 2012 Michigan Rehabilitation Code for

Existing Buildings, the 2012 Michigan Uniform Energy Code, the City of Detroit Code of Ordinances § 9-1-1, *et seq.*, the Wayne County Code of Ordinances § 233-1, *et seq.*, and any other applicable code, ordinance, or act for which a permit is required in conjunction with Purchaser's Final Completion obligations.

- e. For any component parcel of Property that contains or contained an Eligible Occupant, documentation consistent with Section 9.10 of this Agreement.
- f. A list of any occupants evicted by Purchaser from the Property.

10.04 If Purchaser in good faith fails to satisfy Final Completion, Purchaser may submit a written request for an extension of time before the Final Completion date has passed. The written request must explain the measurable progress Purchaser has made, the reason for the delay despite Purchaser's diligence, and the date Purchaser's obligations will be complete. Seller may either (a) grant this request, setting a new date for Final Completion (the "Amended Final Completion Deadline"), or (b) deny this request at its sole discretion, with or without notice. Notwithstanding the above, in the event there is a legal challenge to Seller and/or Purchaser's right of title to the Property or a delay in legal proceedings to grant possession to Purchaser, Seller shall not deny a request under this section without providing a written explanation of such denial to Purchaser.

10.05 Within two weeks of Purchaser's submission of the Final Completion Report, Seller shall determine whether Purchaser has satisfied Final Completion and provide Purchaser written notice of such determination. If Purchaser has satisfied Final Completion, Seller shall, within two weeks, record a "Release of Interest in Real Property" with the Wayne County Register of Deeds, releasing any and all interest Seller holds in the Property. If Purchaser has not satisfied such obligations, Purchaser shall be in default of its obligations under this Agreement.

10.06 Notwithstanding Section 10.05, Purchaser may, at its discretion, submit a Final Completion Report for any component parcel of the Property upon which Final Completion has occurred. Within two weeks of such submission, Seller shall determine whether Purchaser has satisfied Final Completion with respect to that component parcel and provide Purchaser written notice of such determination. If Purchaser has satisfied Final Completion, Seller shall, within two weeks, record a "Release of Interest in Real Property" with the Wayne County Register of Deeds, releasing any and all interest Seller holds in that component parcel of the Property.

10.07 For purposes of Section 10.06, when assessing a Final Completion Report for a component unit of the Property, Seller shall determine Purchaser's compliance with Section 7.01 on a pro-rated basis. Stated otherwise, Purchaser shall be in compliance with Section 7.01 if it has invested in those component parcels an amount equal to \$25,000.00 times the number of parcels submitted in that Final Completion Report (the "Pro-Rated Minimum Investment"). In the event Purchaser has not satisfied the Pro-Rated Minimum Investment on a given Final Completion Report, Seller may, on a case-by-case basis and at its sole discretion, determine that Purchaser has nevertheless fulfilled its obligations under Section 7.01 with respect to those component parcels of the Property, provided, however, that Purchaser will be required to correct

its deficiency, and to demonstrate as such on a subsequent Final Completion Report, such that the Minimum Investment is satisfied by the date of Final Completion on the Property as a whole.

10.08 For all purposes of this Agreement, whether Purchaser has satisfied Final Completion shall be determined at Seller's sole discretion, based upon a good faith assessment of the Final Completion Report, in addition to Seller's own examination of the Property. Seller's determination that Purchaser has not satisfied Final Completion shall not constitute a default by Seller under this Agreement.

11. SELLER'S REPRESENTATIONS AND WARRANTIES

11.01 Seller hereby represents and warrants to make diligent, good faith efforts to accomplish the following, which shall be considered conditions precedent under this Agreement, in order to acquire the full right, power and authority to sell the Property as provided in this Agreement and to carry out Seller's obligations hereunder:

- a. Confirming that the Property is available, and remains available, for ROR purchase by the County from the Wayne County Treasurer ("Treasurer").
- b. Preparing and recording all necessary legal instruments, including conveyance documents.
- c. Facilitating the Property's transfer from the Treasurer to the County.
- d. Facilitating the Property's transfer from the County to Seller.

11.02 In the event any one of the conditions precedent under Section 11.01 do not occur such that Seller has acquired the full right, power and authority to sell the Property, or a component parcel thereof, prior to commencement of the Treasurer's auction sale under MCL 211.78m(2) in the present calendar year, Seller shall provide written notice to Purchaser and shall refund the Minimum Bid Deposit, or, if applicable, any pro-rated portion thereof, for the Property or for any such component parcel thereof.

11.03 Seller shall not be considered in default under this Agreement in the event one of the conditions precedent set forth under Section 11.01 do not occur despite Seller's diligent, good faith efforts to accomplish them. Regardless of whether these conditions precedent occur, or do not occur, Seller does not warrant the foreclosure judgment entered on the Property.

12. DEFAULT

12.01 In the event of a default by Seller hereunder, the Purchaser may, at its option, either (a) seek specific performance of the terms and conditions of this Agreement, or (b) terminate this Agreement by written notice delivered to the Seller at or prior to Closing and obtain a refund as liquidated damages and the remedy elected shall constitute the sole and exclusive remedy of the Purchaser.

12.02 In the event of a default by Purchaser prior to Closing, the Seller may, at its option, terminate this Agreement by written notice delivered to the Purchaser at or prior to the Closing

Date and collect from escrow the Minimum Bid Deposit as liquidated damages and the remedy elected shall constitute the sole and exclusive remedy of the Seller.

13. BROKERS' FEES

13.01 The Parties represent that neither have used the services of any broker.

14. MISCELLANEOUS PROVISIONS

14.01 Any notice, request, demand, consent, approval or other communication given pursuant to this Agreement (hereinafter "Notice") shall be given in writing by (a) personal delivery, (b) expedited delivery service with proof of delivery, (c) email, or (d) United States registered or certified mail, return receipt requested, postage prepaid, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time the email is sent, at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of the first attempted delivery at the address and in the manner provided herein. The parties agree to use email as the primary form of communication unless requested or indicated otherwise. The address for notices given pursuant to this Agreement shall be as follows:

If to Seller:

Kelly Beals
Executive Assistant
Wayne County Land Bank Corporation
500 Griswold, Fl 28
Detroit, MI 48226
kbeals@waynecounty.com

If to Purchaser:

14.02 The parties hereto agree that at any time or from time to time after the execution of this Agreement and the Closing, they shall, upon request of the other, execute and deliver such further documents and instruments and do such further actions and things as may be reasonably requested in order to carry out the intended purposes of this Agreement.

14.03 This Agreement shall be deemed to be executed, performed, governed, construed, applied, and enforced in accordance with the substantive laws of the State of Michigan (without regard to any conflict of laws principles) and the applicable laws of the United States of America. Seller and Purchaser irrevocably submit to the jurisdiction of any court of competent jurisdiction in the County of Wayne, State of Michigan in connection with any proceeding out of or relating to this Agreement.

14.04 This Agreement embodies the entire agreement and understanding by and between the parties relating to the subject matter hereof, and this Agreement may not be amended, waived or discharged, except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver, or discharge is sought.

14.05 This Agreement may be executed in any number of counterparts, none of which has been executed by all of the parties hereto, each of which shall be deemed an original, and all of which when taken together, shall constitute one and the same instrument.

14.06 Whenever possible, each provision of this Agreement and all related documents shall be interpreted in such a manner as to be valid under applicable law, but to the extent any provision is invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14.07 The terms in this Agreement that should reasonably survive the termination of this Agreement shall survive.

14.08 Neither party's failure or neglect to enforce any of its rights under this agreement will be deemed to be a waiver of that party's rights.

14.09 The section headings contained in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

14.10 Purchaser acknowledges and agrees that its obligations under this Agreement shall run with the Property and remain binding upon any subsequent owner or interest-holder thereof.

14.11 The parties do not intend to confer, and this Agreement shall not be construed to confer, any rights, benefits, or remedies to any third-party person or entity, and no such person or entity shall have any right to enforce any provision of this Agreement, even if indirectly benefited by it.

SELLER:
WAYNE COUNTY LAND BANK
CORPORATION

By: Bali Kumar
Its: Executive Director

Subscribed and sworn to before me this ___ day of _____, 2018.

Notary Public, _____ County, MI
My Commission Expires: _____
Acting in the County of _____.

PURCHASER:

By: _____
Its: _____

Subscribed and sworn to before me this ___ day of _____, 2018.

Notary Public, _____ County, MI
My Commission Expires: _____
Acting in the County of _____.

EXHIBIT A

DESCRIPTION OF PROPERTY

EXHIBIT B
QUIT CLAIM DEED

This instrument was acknowledged before me in Wayne County, Michigan, on _____, by Bali Kumar, Executive Director of the Wayne County Land Bank Corporation, a Michigan corporate and public entity.

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

When recorded return to:	Send subsequent tax bills to:	Drafted by: Daniel Rosenbaum 500 Griswold, 28 th Floor Detroit, MI 48226
Parcel I.D. No:	Recording Fee:	Revenue Stamps: