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1. INTRODUCTION

A. Overview

The Detroit Land Bank Authority (DLBA) requests proposals from qualified firms to provide the goods/services outlined in this bid. Please carefully read all parts of this bid, including:

- Bid Coversheet (or Bid Overview page, if viewing online)
- RFP Template – Part 1 of 2: Standard Bid Clauses
- RFP Template – Part 2 of 2: Bid Specific Clauses
- All required documents listed on the Bid Overview page in BidSync

The work contemplated is to be performed in a professional manner. The Respondent shall be financially solvent and each of its members (if a joint venture), its employees, agents or sub-consultants of any tier shall be competent to perform the services required under this RFP document.

Nothing in this RFP shall be construed to create any legal obligation on the part of the DLBA or any respondents. The DLBA reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage. In no event shall the DLBA be liable to respondents for any cost or damages incurred in connection with the RFP process, including but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No respondent shall be entitled to repayment from the DLBA for any costs, expenses or fees related to this RFP. All supporting documentation submitted in response to this RFP will become the property of the DLBA. Respondents may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known.

The DLBA follows the Detroit Land Bank Authority Policies and Procedures for Procurement process, a copy of which is attached as Exhibit A to this RFP.

For further information regarding this RFP, please contact Yolanda Gaines at:

Detroit Land Bank Authority
500 Griswold, Ste. 1200
Detroit, MI 48226
Phone: Office: 313.974-6869
Email: nonhhpprocure@detroitlandbank.org.

B. Time of Completion

Any contract awarded pursuant to this RFP solicitation shall provide services within a mutually agreed upon expedited timeframe.

C. Term of Contract

If a contract is awarded as a result of this RFP it will be a Detroit Land Bank Authority Contract Services Agreement. The term of the contract and renewal options are indicated
2. PROJECT MANAGEMENT

The Contractor will carry out this project under the direction and control of the DLBA.

The Contractor may be one of several Contractors that will provide services to the DLBA in this area and the number of persons and/or entities each Contractor will be requested to serve will depend on the business needs of the DLBA and the ability of the Contractor to manage the work requested. This will be an optional use contract; no minimum number of persons and/or entities are guaranteed to be assigned.

3. ADHERENCE TO TERMS OF PROPOSALS

A proposal once accepted by the Detroit Land Bank Authority, may become a binding contractual obligation of the respondent. The failure of a successful respondent to accept this obligation and to adhere to the terms of the respondent’s proposal may result in rejection of the proposal and the cancellation of any provisional award to the respondent.

4. REJECTION OF PROPOSALS

The Detroit Land Bank Authority expressly reserves the right to reject any and all proposals, waive any non-conformity, re-advertise for proposals, to withhold the award for any reason the DLBA determines and/or to take any other appropriate action that is in the best interest of the DLBA.

5. EVALUATION PROCEDURE

After evaluating the proposal, oral presentations may be scheduled with the respondents. A final determination will be made after the oral presentations are complete.

Following the receipt of proposals, a DLBA designated Evaluation Committee will evaluate each response. All PROPOSALS, which meet the required format of this RFP, will be evaluated. Any Proposals determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless the DLBA determines, in its sole discretion, that non-compliance is not substantial or that an alternative proposed by the Respondent is acceptable. The DLBA may also at its discretion, request oral presentations, make site visits at Respondent’s facility and may request a demonstration of Respondent’s operations. If scheduled, a final determination will be made after the oral presentations and/or demonstrations are complete. The DLBA may also at its sole discretion, elect to rank order the qualified proposals, and negotiate with some limited number of the highest scored qualified respondents. A final determination would include the cumulative inputs on the bid cover page. Any renewal option exercised under this contract is effective only after the approval of the DLBA approval body.
of this evaluation procedure. All decisions reached by the Evaluation Committee will be by consensus.

6. **SELECTION PROCESS**

The Selection Committee comprised of DLBA staff and others deemed appropriate by the DLBA Executive Director will review qualifications in accordance with the evaluation criteria set forth herein and in accordance with DLBA policies. Proposals that are submitted timely and comply with the mandatory requirements of the RFP will be evaluated in accordance with the terms of the RFP. Any contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest price. Instead, contract(s) shall be awarded to vendor(s) whose proposal received the highest score and is the most responsible bid, in accordance with criteria set forth in the RFP. This RFP will result in a pool of qualified vendors selected based on pricing and other criteria as defined within this RFP. There will be no guarantee of assignments to anyone in the qualified candidate pool. The of the assignment and cost proposals will determine the best candidate for any assignment.

The Detroit Land Bank Authority is an equal opportunity employer. No applicant shall be discriminated against on the basis of race, religion, color, age, gender, national origin, disability, or other criteria prohibited by the City, State or Federal law.

7. **CONTRACT APPROVAL**

Upon contract award, the DLBA and the respondent shall execute a Professional Services Contract, which shall contain all contractual terms and conditions in a form provided by the DLBA. No contract shall become effective until the contract has been approved and signed by the required DLBA signatories. Prior to the completion of this approval process, the respondent shall have no authority to begin work under the contract. The Chief Financial Officer shall not authorize any payments to the respondent prior to such approvals; nor shall the DLBA incur any liability to reimburse the respondent regarding any expenditure for the purchase of materials or the payment of services.

8. **SUBMITTAL INSTRUCTIONS**

RFP responses must be submitted via the BidSync system on or before the bid deadline indicated on the bid coversheet.

Each respondent shall submit one (1) copy of the full submittal, including all required documents, in a clear, legible, 12-point font, and 8.5 by 11 inch format. No hard copy responses are permitted. All documents must be legible or submittal will not be considered. Responses not submitted via BidSync by the due date will not be considered. Respondents are advised to adhere to the Submittal Instructions and Required Content. Failure to comply with the instructions of this RFP will be cause for rejection of submittals.
The DLBA reserves the right to seek additional information to clarify responses to this RFP. Each response must include a Cover Letter of Interest signed by a duly authorized officer or representative of the Respondent, not to exceed two pages in length. The Letter of Interest must also include the following information:

a. The principal place of business and the contact person, title, telephone/fax numbers and email address.

b. A brief summary of the qualifications of the Respondent and team.

c. Description of organization (i.e. Corporation, Limited Liability Company, or Joint Venture).

d. The names and business addresses of all Principals of the Respondent. For purposes of this RFP “Principals” shall mean persons possessing an ownership interest in the Respondent.
   - If the Respondent is a partially owned or fully-owned subsidiary of another organization, identify the parent organization and describe the nature and extent of the parent organization’s approval rights, if any, over the activities of the Respondent.
   - If the Respondent is a partially owned or fully-owned subsidiary of another organization, identify the parent organization and describe the nature and extent of the parent organization’s approval rights, if any, over the activities of the Respondent.

e. The Certification attached hereto at the end of this RFP and incorporated herein by reference must be signed by Respondent and attached to the Letter of Interest.

9. PREPARATION OF PROPOSAL

The proposal shall include all forms as specified in these instructions. Each proposal shall show the full legal name and businesses address of the prospective respondent, including street address if different from mailing address, and shall be signed and dated by the person or persons authorized to bind the prospective respondent. Proposals by a partnership or joint venture shall list the full names and addresses of all parties to the joint venture. The state of incorporation shall be shown for each corporation that is a party to the proposed joint venture.

Respondent shall provide notice in its proposal to take exception to any requirement of the RFP. Should a respondent be in doubt as to the true meaning of any portion of this RFP or find any patent ambiguity, inconsistency, or omission herein, the respondent must make a written request for an official interpretation or correction in accordance with the instructions for submitting questions as specified in this RFP.

Respondents are advised that no oral interpretation, information or instruction by an officer or employee of the Detroit Land Bank Authority shall be binding upon the Detroit Land Bank Authority.
10. REQUIRED CONTENT

Bid responses must include the following content:

Letter of Transmittal
The prospective respondent’s proposal shall include a letter of transmittal signed by an individual or individuals authorized to bind the prospective respondent contractually. The letter must state that the proposal will remain firm for a period of one hundred twenty (120) days from its due date and thereafter until the prospective respondent withdraws it, or a contract is executed, or the procurement is terminated by the Detroit Land Bank Authority, whichever occurs first.

Threshold Requirements
All information pertaining to the prospective respondent’s approach in meeting the requirements of the RFP shall be organized and presented in the prospective respondent’s proposal. The instructions contained in this RFP must be strictly followed.

Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and may be considered in the evaluation. Since all or a portion of the successful proposal may be incorporated into any ensuing contract, all prospective respondents are further cautioned not to make any claims or statements that cannot be subsequently included in a legally binding agreement.

These documents must be submitted and be deemed acceptable before the DLBA and its RFP Review Committee will review the evaluation criteria portion of the proposal:

- Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Department of Licensing and Regulatory Affairs (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)
- Evidence of License and Insurance: Evidence that insurance is in place or can be obtained if selected. Appropriate licenses to be provided.
- Evidence of Financial Stability: All Respondents shall include their most recent financial statements with the proposal response. This information will assist the DLBA in determining the Respondent’s financial condition. The DLBA is seeking this information to ensure that the respondents have the financial stability and wherewithal to assure good faith performance.
- Three (3) references of related projects, including date of project, contact person and phone number, and a brief description of the project.
- Conflict of Interest Statement & Supporting Documentation: Respondent shall disclose any professional or personal financial interests that may be a conflict of interest in representing the DLBA. In addition, all Respondents shall
further disclose arrangement to derive additional compensation from various investment and reinvestment products, including financial contracts.

11. REQUIRED COST PROPOSAL

Respondents are requested to make a firm cost proposal to the Detroit Land Bank Authority. If a contract is entered into as a result of this RFP, it will be a contract for fees as related to providing all requested services, with a price not to exceed the total price quoted in the proposal. The Detroit Land Bank Authority reserves the right to select proposals from the most responsible respondents with the most reasonable costs. The DLBA reserves the right to select one or more firms to perform all or separate parts of this function.

Indicate the fees you will charge to perform the services. Attach a schedule of fees or hourly rates broken out for each type of staff member and/or goods or services related to this RFP.

12. TECHNICAL APPROACH

Present a brief description of procedures to be followed, presented in a form which will best assist the DLBA is evaluating your firm’s ability to identify, evaluate and communicate while providing the requested services, e.g. fees.

13. QUESTION DEADLINE

All questions regarding the RFP shall be submitted via BidSync on or before the date indicated on the bid Cover Page. Respondents shall provide notice to take exception to any requirements of the Request for Proposals. Such exceptions may reflect negatively on the evaluation of the Proposal. The Detroit Land Bank Authority does not guarantee a response to questions submitted after the question deadline.

14. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically providing a straight forward, concise description of the contractor’s ability to meet the requirements of the RFP. Emphasis should be on the completeness and clarity of content.

15. PAYMENT

All properly executed invoices submitted by the successful respondent will be paid in accordance with the Detroit Land Bank Authority Payment Terms of net 30.

16. ORAL PRESENTATION/DEMONSTRATION
The DLBA reserves the right, at its own discretion, to request Oral Presentations regarding proposals submitted in response to the RFP. Failure to make an oral presentation will be grounds for rejection of your proposal. Proponents will be notified by the Finance Department, Procurement Division of the date, time and location for Oral Presentations.

17. ASSIGNMENT

The services to be performed by the respondent shall not be assigned, sublet, or transferred, nor shall the respondent assign any monies due or to become due to him under any contract entered into with the DLBA pursuant to these specifications, without prior written approval of the DLBA.

18. MISCELLANEOUS

It shall be the responsibility of the respondent to thoroughly familiarize themselves with the provisions of these specifications. After executing the contract, no consideration will be given to any claim of misunderstanding.

The respondent agrees to abide by the rules and regulations as prescribed herein by the DLBA as the same now exists or may hereafter from time-to-time be changed in writing.

19. MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL

The DLBA reserves the right to modify the services provided by the respondent awarded a contract. Any modification and resulting changes in pricing shall be made by amendment to the contract by the respondent and the DLBA.

20. CHANGES IN FACTS

Proposers shall advise the DLBA during the time the Proposal is open for consideration of any changes in the principal officers, organization, financial ability of, or any other facts presented in the proposal with respect to the proposer or the proposal immediately upon occurrence.

21. CONFIDENTIALITY OF PROPOSALS

Proposals shall be opened with reasonable precautions to avoid disclosure of contents to competing offers during the process of evaluation. Once proposals have been publicly recorded they are subject disclosure as per the requirements of the Michigan Freedom of Information Act.

22. NEWS RELEASE
News releases pertaining to these proposal specifications or the provisions to which they relate shall not be made without prior approval of the DLBA and then only in coordination with the DLBA.

23. REJECTIONS, MODIFICATIONS, CANCELLATIONS

The Detroit Land Bank Authority expressly reserves the right to: 1) accept or reject, in whole or in part, any, and all proposals received; 2) waive any non-conformity; 3) re-advertise for proposals; 4) withhold the award for any reason the DLBA determines; 5) cancel and/or postpone the request for proposals, in part or in its entirety, and/or, 6) take any other appropriate action that is in the best interest of the DLBA. This RFP does not commit the Detroit Land Bank Authority to award a contract, to pay any cost incurred in the preparation of a proposal under this request, or to procure or contract for services.

24. ETHICS HOTLINE REPORTING

The DLBA Board of Directors has hired Lighthouse Services to provide an ethics and compliance Hotline for all DLBA employees, vendors, customers and the general public, to ensure that all reports can be submitted anonymously and without fear of retribution. All reports will be delivered only to the Board, and all efforts will be made to protect the identity of the individual making the report when conducting the investigation. Reports may cover, but are not limited to: ethical violations, wrongful discharge, unsafe working conditions, internal controls, quality of service, vandalism and sabotage, sexual harassment, theft, discrimination, conduct violations, alcohol and substance abuse, threats, fraud, bribery and kickbacks, conflict of interest, improper conduct, theft and embezzlement, violation of company policy, violation of the law, misuse of company property, or falsification of contracts, reports or records. Lighthouse Services toll free number and other methods of reporting are available 24 hours a day, 7 days a week.

- Website: [www.lighthouse-services.com/detroitlandbank](http://www.lighthouse-services.com/detroitlandbank)
- Telephone:
  - English speaking USA and Canada: 844-446-0004
  - Spanish speaking North America: 800-216-1288
- E-mail: reports@lighthouse-services.com (MUST include “Detroit Land Bank” in report)
- Fax: (215) 689-3885 (MUST include “Detroit Land Bank” in report)

25. SUBMITTAL DUE DATE

Responses to this RFP are due on or before the time and date indicated on the cover page. Responses to this RFP must be submitted via the BidSync system.
EXHIBIT A: RFP SUBMITTAL REQUIREMENTS CHECKLIST

Please provide Checklist with response to RFP

☐ Letter of Interest

☐ Certification

Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Department of Licensing and Regulatory Affairs (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)

☐ Evidence of Insurance

☐ State License and or Certification

☐ Evidence of Financial Stability

☐ References

☐ Conflict of Interest Statement & Supporting Documentation

☐ Description of Company

☐ Capacity of Company

☐ Pricing Proposal

☐ MBE/WBE, Local Hiring, HUD Section 3, if applicable

☐ RFP Submittal Requirements Checklist
EXHIBIT B: CERTIFICATION FORM NOTE

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL CERTIFICATION

The undersigned hereby certifies, on behalf of the Respondent named in this Certification (the “Respondent”), that the information provided in this RFP submittal to the DLBA is accurate and complete, and I am duly authorized to submit same. I hereby certify that the Respondent has reviewed this RFP in its entirety and accepts its terms and conditions.

______________________________________________
(Name of Respondent)

______________________________________________
(Signature of Authorized Representative)

______________________________________________
(Typed Name of Authorized Representative)

______________________________________________
(Title)

______________________________________________
(Date)
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1. **SCOPE OF WORK & DELIVERABLES**

The Detroit Land Bank Authority ("DLBA") is seeking Non-Profit Partners, 501(c)(3), to participant in the DLBA’s Occupied Non-Profit ("ONP") Program.

The Occupied Non-Profit Program was created to engage Non-Profit Partners in assisting certain existing occupants owned by the Detroit Land Bank Authority to transition to homeownership, by transferring title to Non-Profit Organizations, which will then provide services that include renovation, supportive services, lease and purchase options.

The Non-Profit Partner must have the ability to fund and carry out the following:

- Purchase the designated occupied properties,
- Provide occupants the opportunity to participate, free of charge, in supportive services for home ownership, including financial counseling,
- Renovate the properties to satisfy applicable City codes and in accordance with the procedures in effect at the time of such Closing for buyers of property pursuant to the DLBA Own-It-Now Program (or any successor program thereto) as set forth on DLBA’s website,
- Offer the property to the occupant by using a range of options including the option to purchase, land contract, and rental arrangements, and
- Have the legal ability to remove ineligible occupants and replace them with eligible occupants.

2. **MINIMUM QUALIFICATIONS**

Proposals will only be accepted from those Non-Profit Organizations demonstrating a minimum of one (1) year of experience providing the services requested in the RFP for projects or services of similar scope and size. Proposals may not be accepted from a Non-Profit Partner that has had any properties reconveyed by the DLBA, has active or unpaid City of Detroit blight tickets or outstanding Wayne County property taxes, is involved in active DLBA Nuisance Abatement litigation or is not in accordance with BSEED Rental Compliance Zone requirements.

a) Describe relevant experience in rehabilitation of residential properties and providing supportive services

b) Proof of funds of $20,000 per property for rehabilitation

c) Statement of Qualifications

d) Existing DLBA Community Partner
3. DLBA OPERATIONAL INFORMATION

The primary goal of the ONP Program is to help existing occupants remain in their homes.

The DLBA has an inventory of several thousand occupied properties. Of those properties with existing occupants who do not qualify for the Buy Back Program, the DLBA seeks to provide Non-Profit Partners the opportunity to increase neighborhood stability.

The Non-Profit Partner will work with the DLBA to identify geographical areas in which the Non-Profit Partner will be given the opportunity to purchase occupied properties and renovate said properties under the ONP Program.

The respondent is expected to provide services in accordance with the terms of an agreement described below and under the rules, regulations, and supervision of the DLBA.

4. DLBA TECHNICAL INFORMATION

The DLBA’s standard Occupied Property Non-Profit Agreement (“Agreement”) is attached for reference and includes the following terms:

- The Non-Profit Partner can purchase up to 9 properties from the DLBA per Agreement term period, including any properties purchase by the Non-Profit Partner by any other DLBA Disposition Program.
  - Please note that if a Non-Profit Partner desires to exceed the 9 property limit and the DLBA is satisfied that it has complied in all respects with the terms of the Agreement and related agreements and has demonstrated that it has sufficient funds available to carry out its obligations with respect to additional properties, the DLBA will assist the Non-Profit Partner in going to the Detroit City Council to obtain approval for the sale of additional properties.
- The DLBA will provide the Non-Profit Partner with a proposed property list for the Non-Profit Partner to review.
- The Non-Profit Partner will have the opportunity to enter into a Temporary License Agreement for a period of 60 days to conduct occupant interviews and inspections of the occupied properties chosen off the proposed property list.
- Before the expiration of the inspection period, the Non-Profit Partner will choose which properties it desires to purchase.
- For each property sold to the Non-Profit Partner, at closing, the Non-Profit Partner shall pay to the DLBA $1,500.00 in the form of a promissory note.
- Each Promissory Note will be payable in full 180 days after the closing date.
The Purchase Price for any given Transferred Property will be adjusted from $1,500.00 to $500.00 if on the maturity date of the applicable promissory note, the purchased property is still occupied by the occupant identified by the Non-Profit Partner to DLBA on the date of closing.

The DLBA will not sell a property that does not have clear title. If title is not clear on a property, the DLBA will file and litigate a quiet title action in the Circuit Court of Wayne County, Michigan for a fee.

The Non-Profit Partner has six months immediately following the closing to rehabilitate each transferred property in a manner that brings the property in full compliance with all applicable City codes, including those for rental properties (if applicable).

- The Non-Profit Partner will perform tasks and provide to DLBA good faith evidence of progress on the rehabilitation of each property in accordance with the procedures in effect on the closing date for buyers of property pursuant to the DLBA Own-It-Now Program (or any successor program thereto) as set forth on DLBA’s website.

5. EVALUATION CRITERIA – 100 MAXIMUM POINTS.

PRICE: Price is not part of the evaluation criteria because it is already set. Please see Technical Information section.

40 Points – CAPACITY: Capacity to fund and carry out items outlined in the Scope of Work and Deliverables.

40 Points – EXPERIENCE: Demonstrated experience of successful residential property rehabilitation, providing supportive services, and community engagement and development.


15 Points- DETROIT HEADQUARTERED OR DETROIT BASED NON-PROFIT: Detroit Headquartered 15 Points and Detroit Based 5 points. Maximum points not to exceed 15 points.

100 Points Total
EVALUATION CRITERIA
Submission Checklist – Occupied Non-Profit

Submissions with missing or incomplete documents will be rejected. Use this form as a checklist to aid in the assembly of your proposal. This form does not need to be returned.

☐ CAPACITY (40 Points): Capacity to fund and carry out items outlined in the Scope of Work & Deliverables:
   1. Purchase the designated properties.
   2. Provide occupants the opportunity to participate, free of charge, in supportive services for homeownership, including financial counseling.
   3. Renovate the properties to satisfy applicable City codes and in accordance with the procedures in effect at the time of such Closing for buyers of property pursuant to the DLBA Own-It-Now Program (or any successor program thereto) as set forth on DLBA’s website.
   4. Offer the property to the occupant by using a range of options including the option to purchase, land contract, and rental arrangement, and
   5. Have the legal ability to remove ineligible occupants and replace them with eligible occupants.
   6. Proof of funds of $20,000 per property for rehabilitation.

☐ EXPERIENCE (40 Points):
   1. Demonstrated experience, which may include before/after photos, scopes of work/punch list, of successful residential property rehabilitation, providing supportive services, and community engagement and development.
   2. Statement of Qualifications.

☐ PROPOSAL SUBMISSION (5 Points): Quality/Completeness of Proposal Submission
   1. Demonstrated understanding of proposal questions by fully responding to the request for proposal.

☐ DETROIT HEADQUARTERED OR DETROIT BASED NON-PROFIT (15 Points):
   1. Detroit Headquartered 15 Points and Detroit Based 5 points. Maximum points not to exceed 15 points.
OCCUPIED PROPERTY NON-PROFIT PROGRAM AGREEMENT

This Occupied Property Non-Profit Program Agreement (this “Agreement”) entered into as of _________________, 2020 (the “Effective Date”) is by and between the Detroit Land Bank Authority, a Michigan body corporate (“DLBA”), whose address is 500 Griswold St., Suite 1200, Detroit, Michigan 48226 and __________________ (“Participant”). DLBA and Participant are referred to from time to time in this Agreement individually as a “Party” and, together, as the “Parties.”

RECITALS

WHEREAS, DLBA conducts an Occupied Property Non-Profit Program (the “ONP Program”), which was established to help stabilize certain neighborhoods in the City of Detroit (the “City”) by maintaining and increasing occupancy levels within those neighborhoods;

WHEREAS, DLBA would like to sell and Participant would like to purchase up to nine (9) occupied properties under the ONP Program; provided, that before any property is sold, DLBA is satisfied that Participant has complied in all respects with the terms of this Agreement and related agreements and has demonstrated that it has funds available to carry out its obligations with respect to that property; and

WHEREAS, Participant will continue to have the ability to fund and to carry out its obligations as required of participants in the ONP Program including, but not limited to: purchasing the designated occupied properties; providing to occupants supportive services for home ownership, including financial counseling; renovating the properties to satisfy the applicable City codes; offering a range of options to eligible occupants including purchase, land contract, and rental arrangements; and the ability to legally remove ineligible occupants and replace them with eligible occupants.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing Recitals and the covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DLBA and Participant agree as follows:

1. Property Identification. DLBA and Participant shall work cooperatively to identify properties that DLBA reasonably believes to be occupied (each, an “Occupied Property”) for Participant to consider for the ONP Program.

   (a) (i) From time-to-time throughout the Term (as defined below), after consulting with Participant and considering geographical areas of interest suggested by Participant, DLBA will identify geographical areas in which Participant will be given the opportunity to purchase Occupied Properties under the ONP Program.
(ii) Not less than once each month during the Term (defined below), DLBA shall provide to Participant a list of, to the extent available, a minimum of ten (10) Occupied Properties within one or more of those geographical areas (each, a “Proposed Property List”).

(b) DLBA will not include any Occupied Property on a Proposed Property List (i) for which DLBA has actual knowledge is dangerous, has an environmental problem that may cause an immediate health hazard to residents that cannot be remediated within a reasonable time frame, or that is not salvageable and cannot be rehabilitated at an economically viable cost within the standards required by DLBA; (ii) was included on a previous Proposed Property List, unless requested by Participant; or (iii) for which any occupants have not been fully evaluated by DLBA for inclusion in DLBA’s Buy Back Program.

(c) Within ten (10) business days after receiving a Proposed Property List, Participant shall make an initial assessment of the Occupied Properties on such Proposed Property List based on an exterior inspection and shall deliver to DLBA a list of Occupied Properties that Participant wishes to formally assess for purchase (the “Selected Property List”). At any point in time, Participant may not have more than nine (9) Occupied Properties on the Selected Property List (the “SPL Limit”).

(d) DLBA will hold for Participant all Occupied Properties that are on the Proposed Property List or the Selected Property List and not market nor sell them to anyone other than Participant. When an Occupied Property is no longer on either list for any reason, including it having been identified as not being part of the ONP Program by Participant or the time period for it being on such list having expired, the Parties agree that such Occupied Property will no longer be held for Participant, will automatically revert back to DLBA and DLBA may dispose of it in any manner determined by DLBA in its sole discretion.

2. Temporary License & Waiver of Liability Agreement

(a) Within ten (10) business days after receiving a Selected Property List, DLBA shall issue a Temporary License Agreement in substantially the form attached to this Agreement as Exhibit A (the “ROE License”) with respect to the Occupied Properties on such Selected Property List. Participant must deliver to DLBA a copy of the ROE License executed by Participant within five (5) business days after receiving it from DLBA. If Participant fails to meet this deadline, the DLBA will have the right, in its sole discretion, to remove from the Selected Property List, the Occupied Properties that are the subject of the ROE License. The ROE License provides Participant with access to an Occupied Property for a period of 60 days (the “Inspection Period”) so that Participant can conduct occupant interviews and an inspection of the Occupied Property to determine the eligibility of the occupants for the ONP Program and the scope of necessary rehabilitation. The ROE License also requires that Participant indemnify DLBA for certain claims and obtain insurance in connection with activities conducted under the ROE License.

(b) At the expiration of an Inspection Period, any Occupied Properties on such ROE License not accepted by Participant pursuant to Section 3(a) will be automatically removed from the Selected Property List.
(c) Prior to commencing its inspections, Participant shall submit to DLBA a certificate of insurance evidencing general liability insurance coverage with terms and in the amounts set forth in the ROE License, and naming DLBA as an additional insured.

(d) Participant shall not unreasonably interfere with an occupant’s lawful use of or access to an Occupied Property.

(e) Participant shall not conduct any invasive testing of any Occupied Property without the prior written approval of DLBA.

(f) Any and all testing and inspections conducted by Participant shall be at the sole cost and expense of Participant. If Participant does not purchase an Occupied Property for any reason, Participant shall restore that Occupied Property to substantially the same or better condition than existed prior to its testing and inspection.

3. **Acceptance/Rejection of an Occupied Property.**

(a) Prior to the expiration of the Inspection Period for any given ROE License, Participant shall provide written notice to DLBA of its acceptance or rejection of each Occupied Property on that ROE License.

(b) For each Occupied Property that is rejected, Participant will provide to DLBA at no cost to DLBA, the reason for rejecting the Occupied Property and information it has on such Occupied Property, including the condition of the Occupied Property, the necessary renovations, relevant information about the occupants, and documents, photographs, and other records Participant has gathered or prepared for such Occupied Property.

4. **Purchase Agreements.**

(a) When Participant notifies DLBA that it desires to include an Occupied Property from an ROE License in the ONP Program in accordance with Section 3, subject to the limitations set forth in Section 4(a)(iv)(B), DLBA will promptly prepare a Purchase Agreement in substantially the form attached hereto as Exhibit B (each, a “Purchase Agreement”), which shall include, among other things, the following terms and conditions.

(i) **Purchase Price.** For each Occupied Property sold to Participant (each, a “Transferred Property”), at the closing of the transactions contemplated by a Purchase Agreement (each, a “Closing”), Participant shall pay to DLBA as the purchase price (the “Purchase Price”) an amount equal to $1,500.00. Participant shall tender the Purchase Price to DLBA in the form of a promissory note (each, a “Promissory Note”). Each Promissory Note will be payable in full on the date that is 180 days after the date of the Promissory Note. In addition, at each Closing, if it is conducted by DLBA without the assistance of a title company, Participant will pay to DLBA in readily available funds, an amount for the closing costs attributable to each Transferred Property equal to $200.
(ii) **Purchase Price Adjustment.** The Purchase Price for any given Transferred Property will be adjusted from $1,500.00 to $500.00 if on the maturity date of the applicable Promissory Note, such Transferred Property is still occupied by the occupant identified by Participant to DLBA on the date of execution of the applicable Purchase Agreement (the “Existing Occupant”). If, and only if, the Purchase Price is so adjusted, the Promissory Note will be cancelled, and Participant will pay the adjusted Purchase Price to DLBA in readily available funds.

(iii) **Title Services.**

(A) Within 3 days after the Effective Date, Participant will remit payment of $90.00 for each of the Selected Properties so that DLBA may order a Title Commitment (as defined below) for each such Selected Property.

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

(C) **Title Commitment Period.** Within 10 business days of receipt of a Title Commitment, Participant will notify DLBA in writing that, with respect to each Selected Property:

a. Participant accepts the Title Commitment as delivered; or

b. there are Encumbrances or exceptions which, in the opinion of Participant or Participant's counsel, may interfere with the intended use, enjoyment, value, or marketability of the Selected Property. Participant will identify all such Encumbrances or exceptions, execute a Title Services Agreement substantially in the form attached to this Agreement as Exhibit E, and remit payment of $550.00 for each such Selected Property.

(D) The Parties acknowledge and agree that DLBA has the right in its sole discretion to increase the fee amounts set forth in this Subsection 4(a)(iii) to reflect increases in its costs related to providing Title Searches or Quiet Title Actions increase.

(iv) **Conveyance.**

(A) At each Closing, DLBA shall convey the applicable Transferred Property to Participant by a quit claim deed in substantially the form attached to this Agreement as Exhibit C (each, a “Deed”). For any Transferred Property for which the DLBA
seeks a judgment of expedited quiet title pursuant to Section 4(a)(iii)(C)(b), the Closing will be delayed until a judgment of expedited quiet title is obtained by DLBA.

(B) Participant will be responsible for paying any outstanding taxes, solid waste fees, water and sewer charges, or other recorded lien charges assessed against the Property.

(C) Without the written consent of DLBA, Participant may not at any time own more than an aggregate of nine (9) Transferred Properties in the ONP Program that have not achieved Rehab Completion (as defined in Section 6(b)).

(iv) Right of Re-Entry.

(A) Each Deed shall contain a right of re-entry, exercisable by DLBA in the event of a material breach by Participant of this Agreement or the applicable Purchase Agreement prior to Rehab Completion, as evidenced by a reconveyance deed in substantially the form attached to this Agreement as Exhibit D (each, a “Reconveyance Deed”). Each Reconveyance Deed will be executed by Participant and held in escrow by DLBA. In addition, DLBA will have the right to revert all Transferred Properties that remain in Participant ownership and that have not achieved Rehab Completion if Participant materially and repeatedly violates the terms of the Purchase Agreement for any Transferred Property.

(B) At each Closing, for each Transferred Property, DLBA will execute and hold in escrow a release (each, a “Release”) necessary and appropriate to extinguish its rights of re-entry and reconveyance and hold it in escrow until Rehab Completion for such Occupied Property. After Rehab Completion, DLBA will promptly submit the applicable Release with the Wayne County Register of Deeds for recording.

(b) Participant must deliver to DLBA a copy of the Purchase Agreement executed by Participant within five (5) business days after receiving it from DLBA. If Participant fails to meet this deadline, the DLBA will have the right, in its sole discretion, to deem such failure as Participant’s rejection of the Occupied Property that is the subject of the Purchase Agreement under Section 3.

(c) If Participant fails to comply with the material terms of this Agreement, an ROE License, a Purchase Agreement or any other agreement entered into in connection with this Agreement, DLBA may in its sole discretion preclude Participant from being eligible for continued participation in the ONP Program or any other DLBA program.

5. Existing Occupants. Following the execution of a Purchase Agreement, with respect to any Occupied Property, Participant shall promptly inform the Existing Occupant(s) that Participant has acquired control of that Occupied Property. Participant acknowledges that a primary goal of the ONP Program is to help Existing Occupants remain in their homes and; therefore, Participant will endeavor to achieve this goal by, among other things, offering Existing Occupants the opportunity to participate, free of charge, in a program with the following minimum requirements (the “Occupant Program”):
(a) it has the goal of converting willing and qualified Existing Occupants into homeowners;

(b) it provides financing for qualified Existing Occupants until they can qualify for and obtain conventional mortgage financing; and

(c) it provides education for Existing Occupants that includes having them (i) attend a homebuyer readiness course; (ii) undergo credit reviews and counseling; and (iii) receive mortgage readiness counseling.

6. **Rehabilitation of Transferred Properties.**

(a) Participant will begin rehabilitation of each Transferred Property promptly following the applicable Closing. Participant will rehabilitate each Transferred Property in a manner that brings that Transferred Property into full compliance with all applicable City codes, including those for rental properties (if applicable), within six (6) months immediately following the Closing. Participant will perform tasks and provide to DLBA good faith evidence of progress on the rehabilitation of each Transferred Property in accordance with the procedures in effect at the time of such Closing for buyers of property pursuant to the DLBA Own-It-Now Program (or any successor program thereto) as set forth on DLBA’s website. Furthermore, with each required report, Participant will provide updates regarding the Existing Occupants including whether they are participating in the Occupant Program, the likelihood that they will purchase or lease the Transferred Property and if they are being relocated during the rehabilitation.

(b) For any given Transferred Property, within five (5) days after Participant receives the appropriate Certificates of Occupancy or Acceptance or other inspection reports by appropriate City officials (each, a “City Certificate”), Participant will deliver a copy of such City Certificate to DLBA. For any given Occupied Property, the term “Rehab Completion” as used in this Agreement means that all rehabilitation required by this Section is complete and Participant has delivered to DLBA the appropriate City Certificate.

(c) Participant will deliver all evidence of compliance and reports required by subsection (a) using an Update Reporting Link (URL) that will be sent to Purchaser after closing on the property or in person or by first class mail at the following address.

Detroit Land Bank Authority  
Attn: Compliance Team  
500 Griswold St, Suite 1200  
Detroit, MI 48226

(d) In order to monitor compliance with this Section, with reasonable prior notice to Participant, Participant will grant to DLBA or its agents, employees or contractors access to the Transferred Properties until Rehab Completion has been achieved.

(e) DLBA makes no representation or warranty of any kind, including as to the physical condition of any Transferred Property or the existence or absence of any unsafe or hazardous conditions on, under or about such Transferred Property, including any latent and/or
7. **Disposition of Transferred Properties.**

(a) Following Rehab Completion of each Transferred Property, if there is an Existing Occupant who meets Participant’s standards to remain in such Transferred Property, then Participant may elect, at its sole discretion (while being cognizant of the goal of helping existing Occupied Property occupants to remain in their homes), to either, (i) sell the Transferred Property outright to the Existing Occupant; (ii) sell the Transferred Property on a land contract or rent-to-own basis to the Existing Occupant; or (iii) rent the Transferred Property to the Existing Occupant. In each case, at a price determined by Participant to be necessary and appropriate to recover the cost of Transferred Property rehabilitation and administration of the ONP Program.

(b) The Parties agree and acknowledge that Participant will use all reasonable efforts to keep Existing Occupants in their homes by adhering to Participant’s procedures for the Occupant Program. Following Rehab Completion of each Transferred Property if, after Participant has made reasonable efforts to work with the Existing Occupants through the Occupant Program, there is no Existing Occupant who meets Participant’s standards to remain in such Transferred Property, then Participant will (i) explore appropriate referrals to housing providers; and (ii) Participant may sell or rent such Transferred Property to a third party in lieu of an Existing Occupant through any of the means set forth in subsection (a), after legally removing any occupants.

(c) Under no circumstance will Participant remove any occupants from an Occupied Property until after DLBA has delivered to Participant a Deed formally transferring ownership of such Occupied Property to Participant. For the avoidance of doubt, if DLBA seeks a judgment of expedited quiet title for an Occupied Property pursuant to Section 4(a)(iii), Participant will not remove an occupant from such Occupied Property until DLBA has delivered a Deed to Participant for such Occupied Property.

(d) For any given Purchase Agreement, within eight (8) months following the applicable Closing, Participant shall have caused all of the applicable Transferred Properties to be occupied and shall provide a notice to DLBA with the names of all of the occupants of the Transferred Properties. If any Transferred Property is not occupied on that date, Participant shall provide to DLBA a description of the efforts it has taken, and the steps it intends to take, to cause it to be occupied and shall continue to deliver reports pursuant to Section 6 until it is occupied.

8. **Demolition of Transferred Properties.** Participant agrees it shall demolish, at its sole cost, any Transferred Property that meets the following criteria:

(a) the Transferred Property is abandoned by Participant prior to it being disposed of pursuant to Section 7, and

(b) the City of Detroit Building, Safety, Engineering and Environmental Department ("BSEED") determines that the Transferred Property is a dangerous building and orders it demolished.
Participant shall complete the demolition in accordance with all applicable laws and regulations no more than ninety (90) days following the BSEED order. If Participant fails to demolish or complete demolition of the Transferred Property within the time period specified, then Participant shall pay DLBA the sum of Fifteen Thousand Dollars ($15,000.00), and DLBA will cause the Transferred Property to be demolished (or the demolition completed).

9. **Representations, Warranties and Covenants.**

(a) **Participant.** Participant hereby represents, warrants, and where applicable, covenants to DLBA each of the following.

(i) Participant has all necessary power and authority to execute, deliver and perform under this Agreement, and the execution, delivery and performance of this Agreement by Participant have been duly and validly authorized by all necessary actions.

(ii) This Agreement constitutes a legally binding agreement of Participant, enforceable against it in accordance with its terms, except as limited by bankruptcy, insolvency, receivership or other similar laws relating to the rights of creditors generally.

(iii) Participant shall comply with all applicable laws in the performance of its obligations under this Agreement as well as the ROE Licenses and Purchase Agreements. Neither Participant nor any of its officers, directors or affiliates has (A) received notification of any material violations of blight-related or other City building or safety codes within the last three years; or (B) any outstanding unpaid property taxes for property located in the City.

(iv) Participant now has and will continue to have the financial resources and the internal or identified and retained external financial, technical, administrative and legal capabilities to fully perform its responsibilities under this Agreement, including the rehabilitation of all of the Transferred Properties. Participant has and will continue to maintain its 501(c)(3) tax-exempt status throughout the Term.

(v) Participant now meets and will continue to meet the eligibility criteria for participation in the ONP Program.

(b) **DLBA.** DLBA hereby represents, warrants, and where applicable, covenants to Participant each of the following.

(i) DLBA has all necessary power and authority required to execute, deliver and perform this Agreement, and the execution, delivery and performance of this Agreement by DLBA have been duly and validly authorized by all necessary actions.

(ii) This Agreement constitutes a legally binding agreement of DLBA, enforceable against it in accordance with its terms, except as limited by bankruptcy, insolvency, receivership or other similar laws relating to the rights of creditors generally.
(iii) DLBA shall comply with all applicable laws in the performance of its obligations under this Agreement. DLBA has or will have legal title to each Transferred Property at the time of its transfer to Participant.

(iv) DLBA makes no representations or warranties of any kind regarding the condition of the title to the Occupied Properties, including the existence of any judgments, liens, or other outstanding interests. Any determination made by DLBA that an Occupied Property may be salvageable or capable of rehabilitation does not constitute a representation or warranty by DLBA regarding the Occupied Property, its physical condition, its compliance with applicable codes, rules, laws or regulations or its actual ability to be rehabilitated.


(a) Release. Participant hereby releases and forever discharges DLBA from any claims, actions, liabilities, obligations, costs or expenses based upon or arising out of (i) the presence of any hazardous materials on, at, under or emanating from any Occupied Property; (ii) the condition of any Occupied Property; and/or (iii) the failure of any Occupied Property to comply with any applicable codes, laws, rules or regulations.

(b) Indemnification. Participant hereby agrees that it shall indemnify, protect, defend and hold harmless DLBA and its agents, directors, officers and employees from and against any and all liabilities, demands, actions, causes of action, suits, claims, losses, damages, costs and expenses (including, without limitation, reasonable attorneys’ and consultants’ fees, court costs and litigation expenses) suffered or incurred by DLBA as a result of or to the extent arising out of the presence of Participant or any of its employees, agents, contractors, or partners on an Occupied Property and activities conducted by or on behalf of Participant pursuant to this Agreement, including any bodily injury or property damage, whether arising during the Participant Inspection Period or otherwise prior to or following its transfer to Participant, or the decision not to transfer it to Participant.

(c) Damages. Anything in this Agreement to the contrary notwithstanding, in no event shall DLBA be liable for incidental, special, exemplary or consequential damages, including, without limitation to, loss of profits or revenue, interference with business operations, loss of tenants, lenders, investors, buyers, diminution in value of any Occupied Property, or inability to use any Occupied Property due to the condition of the same.

(d) Survival. The terms of this Section 10 shall survive the termination, expiration, or cancellation of this Agreement.

11. Notices. Each Party shall send all notices required to be sent to the other Party to the address listed below. The Parties agree and acknowledge that failure to send a required notice to the addresses below by the means set forth below will have the same effect as if the notice was never sent; specifically, failure to send a required notice to the addresses below shall negate, cancel and otherwise nullify any rights, obligations, privileges, claims and defenses contingent upon the notice being sent to the address designated in this Agreement. Either Party shall have the right to change or amend the notice address upon written notice to the other Party.
delivered to the addresses below. For convenience and ease of administration, the Parties may deliver information to each other by email, but an email shall not satisfy the requirement of a notice under this Agreement.

If to DLBA:

    Detroit Land Bank Authority
    Attn: Executive Director
    500 Griswold St., Suite 1200
    Detroit, MI 48226

    with a copy to:

    Detroit Land Bank Authority
    Attn: Douglas S. Parker
    500 Griswold St., Suite 1200
    Detroit, MI 48226

If to Participant:

_____________________
_____________________
_____________________

    with a copy to:

_____________________
_____________________
_____________________

Any notice required hereunder shall be in writing and shall be (a) personally delivered with a signed proof of delivery receipt acknowledging its delivery; (b) sent by certified U.S. mail with postage prepaid, return receipt requested; or (c) sent by Federal Express or other similar overnight air courier which provides positive confirmation of delivery. Notice shall be deemed given upon the date that delivery is acknowledged by any one of these methods.

12. **Agreement and Forms.** The Parties will work together in good faith to develop and execute such forms and procedures as will facilitate the transactions contemplated by this Agreement, including any escrow protocols, transfer documents, and closing statements.

13. **Term and Termination.**

   (a) The term of this Agreement (the “Term”) will begin on the Effective Date and continue until the date that is the first anniversary of the Effective Date unless it is terminated earlier pursuant to subsection (b).
(b) This Agreement may be terminated by either Party immediately if there has been a material breach of any representation, warranty, covenant or agreement on the part of the other Party set forth in this Agreement that has not been cured by the breaching Party within ten days after the non-breaching Party has notified the breaching Party of such breach.

(c) Unless otherwise instructed by DLBA, upon termination of this Agreement, Participant will complete its obligations under this Agreement for all Transferred Properties. In addition, if DLBA terminates this Agreement due to a breach by Participant, then DLBA reserves the right to exercise any and all remedies provided for in this Agreement and/or that are otherwise available under law.

14. Amendment. This Agreement may be extended, renewed, or amended only in writing and only with the consent of both Parties, as evidenced by their execution of any such written extension, renewal, or amendment.

15. Confidentiality. To the extent required by applicable law, neither Party will make any public announcement regarding this Agreement or the transactions contemplated by it or otherwise communicate with any news media without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed, and the Parties will cooperate as to the timing and contents of any such announcement.

16. Execution. This Agreement may be executed in a number of identical counterparts, all of which shall constitute one agreement, and such execution may be evidenced by signatures delivered by facsimile or email transmission of a PDF file format document.

17. Assignment. This Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective successors and permitted assigns. Participant may not assign this Agreement without DLBA’s prior written consent.

18. Choice of Law & Arbitration. This Agreement is executed in and shall be governed by, and construed under, the laws of the State of Michigan. In the event of any controversy or claim arising out of or relating to this Agreement, or a breach thereof, the Parties shall first attempt to settle the dispute by mediation, administered by the American Arbitration Association under its Mediation Rules. If settlement is not reached within ninety (90) days after service of a written demand for mediation, any existing claims shall be settled by arbitration administered by the American Arbitration Association. The number of arbitrators shall be three. The place of arbitration shall be Detroit, Michigan. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

19. Miscellaneous. Time is of the essence of this Agreement. Whenever this Agreement requires that something be done within a period of days, such period shall expire at 5:00 p.m. Detroit time on the date by which such thing is to be done, except when the final day of such period falls on a Saturday, Sunday or legal holiday in the State of Michigan, in such case the expiration date will extend until the first business day thereafter.

20. Merger & Integration. This Agreement contains the entire understanding of the Parties with respect to its subject matter and may not be modified except by an agreement in writing signed by each of the Parties, their successors, or permitted assigns. All Exhibits
attached to this Agreement are hereby incorporated herein by reference. This Agreement (including all Exhibits attached hereto) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, if any, with respect thereto. Each Party, hereby acknowledges that the Parties participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one Party than the other.

[Signatures are on the next page]
DLBA and Participant have caused this Occupied Property Non-Profit Program Agreement to be executed effective as of the date first set forth above.

**Detroit Land Bank Authority**

By: ____________________________
(print name)
Title: __________________________
Date: __________________________

[__________________________].

By: ____________________________
(print name)
Title: __________________________
Date: __________________________
EXHIBIT A

FORM OF ROE LICENSE

(See attached)
TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement (this "Agreement") is entered as of _______________ __, 2018 (the "Effective Date"), by and between the Detroit Land Bank Authority, a Michigan public body corporate ("DLBA"), whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan, 48226, and ___________________ ("Licensee"). DLBA and Licensee are referred to from time to time in this Agreement individually as a "Party" and, together, as the "Parties."

1. Program Agreement. The Parties are party to an Occupied Property Non-Profit Program Agreement, dated as of _______________ __, 2020 (the “Program Agreement”). This Agreement is one of the “ROE Licenses” that is contemplated by Section 2(a) of the Program Agreement.

2. Property Description. DLBA will license and Licensee will utilize real property located in the City of Detroit, County of Wayne, and State of Michigan, the legal descriptions of which are attached to this Agreement as Exhibit A (collectively, the "Property"), in accordance with the terms and conditions of this Agreement.

3. License. DLBA grants access to the Property to Licensee and its employee, agents, contractors, or partners to permit ingress, egress, performance of the Project (as defined below) (the "License").

4. Term of License. The term of the License (the "Term of License") shall commence as of the Effective Date of this Agreement and expire for each of the Properties on the earliest to occur of the following: (i) the date that is 60 days immediately following the Effective Date; (ii) the transfer of the deed to that Property; or (iii) upon a material breach by Grantee of any of the terms.

5. Purpose. Licensee shall exclusively use the Property for entering the Grantor’s property to conduct an occupant interview and a visual inspection to determine the scope of rehabilitation work needed on the property (the "Project"). Licensee shall not use the Property for any other purpose or use except the Project.

6. License Fee. There is no fee for the License.

7. Insurance. Licensee must obtain and, for the Term of License, maintain general liability insurance that provides full coverage for DLBA, its successors and assignees for all claims, demands, actions, suits, judgments and settlements for bodily injury or property damage arising out of Licensee's use of the Property pursuant to the License. Licensee will maintain minimum policy limits in the amount of $50,000.00 per occurrence for property damage, and $100,000.00 per occurrence for bodily injury, with a $1,000,000.00 aggregate. Prior to DLBA's execution of this Agreement, Licensee will provide DLBA a certificate of insurance listing DLBA as an additional insured, the receipt of which is acknowledged by DLBA's execution.

8. As Is. Licensee is entering upon and using the Property at its own risk and accepts the Property "As Is". DLBA makes no representation or warranty as to the status of title or the physical or environmental condition of the Property, or its fitness for any particular use.
9. Property Condition and Indemnification. DLBA hereby disclaims any warranty, guaranty or representation, express or implied, oral or written, past, present, or future, of, as to or concerning (a) the condition or state of repair of the Property, or the suitability thereof for any purpose, including, but not limited to, the Project; (b) the extent of any right-of-way, lease, possession, lien, encumbrance, easement, license, reservation, or condition in connection with the Property; (c) the compliance of the Property with any applicable laws, ordinances, or regulations of any government or other body, including, without limitation, compliance with any land use or zoning law or regulation, or applicable environmental, rules, ordinances or regulations; (d) title to or the boundaries of the Property; and (e) the physical condition of the Property, including, without limitation, the environmental condition of the Property and the structural, mechanical and engineering characteristics of the improvements to the Property.

Licensee will promptly pay and/or reimburse DLBA any and all costs or expenses incurred in defending against an action arising out of the Project or any activities of Licensee in connection with this License. Licensee shall provide notice to and incorporate the indemnification provision in agreements with all employees, successors, assigns, agents, and contractors working on Property subject to this Agreement.

10. Default; Termination. If at any time Licensee fails to timely comply with any material condition, covenant or obligation it has hereunder, and fails to cure such within 15 days after written demand by DLBA to correct, Licensee will be deemed to be in Default. Any such written demand shall include a statement as to DLBA's claimed material breach by the Licensee. Upon Default, DLBA, in addition to any other remedies available to it under law, will have the right to terminate this Agreement by providing written notice of termination to Licensee.

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

11. Notice; Updates. Except as otherwise expressly provided herein, all notices and communications hereunder must be in writing and will be deemed to have been given when either hand-delivered, sent by first class mail, sent by national overnight courier, or emailed. Notice to Purchaser should be sent to the address above set forth, or at such other address as Purchaser designates in writing to DLBA. Notice to DLBA shall be provided to:

Detroit Land Bank Authority  
Attn: Reginald B. Scott, II  
500 Griswold Street, Suite 1200  
Detroit, Michigan 48226  
rscott@detroitlandbank.org

12. Successors & Assigns. The terms and conditions of this License are binding upon the successors, employees, agents, and contractors of the Licensee. This License may not be assigned without the express written approval of DLBA.

13. Governing Law. This Agreement is governed by applicable Michigan law.
14. **Integration; Modification.**

   (a) This Agreement and the Program Agreement, together, contain both DLBA’s and Licensee's entire intentions and understandings in regard to the License. This Agreement supersedes any prior agreements, whether written or oral. If any term of this Agreement is deemed to conflict with a term of the Program Agreement, the Program Agreement term will supersede the term in this Agreement.

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

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

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

17. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument.

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

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

[Signatures commence on following page]
DLBA and Licensee have caused this Temporary License Agreement to be executed as of the Effective Date.

DETROIT LAND BANK AUTHORITY

Dated: ________________  By: ________________________________
Name: Reginald B. Scott, II.
Its: Director of Disposition
EXHIBIT A

The Property

[Remainder of page intentionally left blank]
EXHIBIT B

FORM OF PURCHASE AGREEMENT

(See attached)
PURCHASE AGREEMENT

This Purchase Agreement (this “Agreement”) is entered as of ___________ ___, 20__ (the “Effective Date”), by and between the Detroit Land Bank Authority, a Michigan public body corporate (“DLBA”), whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan, 48226, and __________________ (“Participant”) whose address is _______________. DLBA and __________________ are referred to from time to time in this Agreement individually as a “Party” and, together, as the “Parties.”

1. Program Agreement. The Parties are party to an Occupied Property Non-Profit Program Agreement, dated as of ___________ _______ (the “Program Agreement”). This Agreement is one of the “Purchase Agreements” that is contemplated by Section 4(a) of the Program Agreement.

2. Property Description; Sale. DLBA agrees to sell and Participant agrees to purchase real property located in the City of Detroit, County of Wayne, and State of Michigan, the legal descriptions of which are attached to this Agreement as Exhibit A (collectively, the “Property”), in accordance with the terms and conditions of this Agreement.

3. Purchase Price; Closing.
   (a) Subject to the purchase price adjustment described in subsection (b), the purchase price for each of the Properties is $1,500 (the “Per Property Purchase Price”) for an aggregate Purchase Price of $[price] (the “Purchase Price”). Participant shall tender the Purchase Price to DLBA via a promissory note substantially in the form attached to this Agreement as Exhibit B (the “Promissory Note”). The Promissory Note will be payable in full on the date that is 180 days after the date of the Promissory Note.
   (b) The Per Property Purchase Price for each of the Properties will be adjusted from $1,500 to $500 if, on the maturity date of the Promissory Note, such Property is still occupied by the person(s) identified by Participant as occupying the Property on the Effective Date (the “Existing Occupant”). If, and only if, one or more Per Property Purchase Price is so adjusted, the principal amount due pursuant to the Promissory Note will be modified accordingly and Participant will pay in full the adjusted outstanding balance of the Promissory Note to DLBA in readily available funds.

4. Responsibility for Taxes and Utilities; Quiet Title.
   (a) Participant will be responsible for paying any outstanding taxes, solid waste fees, water and sewer charges, or other recorded lien charges assessed against the Property.
   (b) Prior to Closing, DLBA may file and litigate a quiet title action in the Circuit Court of Wayne County, Michigan with respect to certain parts or all of a Transferred Property (the “Quiet Title Action”) to endeavor to remove any title defect or to eliminate certain liabilities. For any given Transferred Property that DLBA commences the Quiet Title Action, Participant will deliver to DLBA a fee of Five Hundred Fifty Dollars ($550.00) and an initial
title search prepared by a title insurance company. Participant will also be solely responsible for identifying the quiet title defendants and their service addresses. Barring exceptional circumstances, DLBA will commence a Quiet Title Action within one month of receiving the fee and the initial title search with the goal of completing the Quiet Title Action within two months of it being commenced. Participant will make reasonable efforts to request Quiet Title Actions for a number of Transferred Properties at any one time. Within three business days of commencing each Quiet Title Action, DLBA will provide Participant with the applicable case number.

5. **Responsibility for Closing Costs; Title Insurance.** DLBA, at its sole discretion, may elect to retain the services of a title company of its choice to complete the transfer of the Property. Participant will pay all Closing costs regardless of whether a title company is retained, which may include, but are not limited to, the preparation and filing of a Real Property Transfer Affidavit, costs of recording the Deed (as defined in Section 9) and recording, as applicable, the Reconveyance Deed (as defined in Section 9) or Release of Interest (as defined in Section 10), title search fee, any escrow fee, and any other charges customarily incurred in the sale of real property in Wayne County, Michigan. If the Closing is conducted by DLBA without the assistance of a title company, Participant will pay to DLBA in readily available funds, an amount for the closing costs attributable to each Transferred Property equal to $200.

6. **Property Condition and Indemnification.**

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

(b) **Indemnification.** Participant will indemnify and hold DLBA, and each of its officers, employees, agents and affiliates, and the successors, assigns, heirs and legal representatives of each of the foregoing (collectively, the “DLBA Indemnified Parties”) free and harmless from and against any and all claims, damages, liabilities, losses, costs and expenses (including reasonable attorneys’ fees and court costs incurred in connection with the enforcement of this indemnity) related to, resulting from, or in any way arising out of the physical condition
of the Property or the ownership or operation of the Property prior to, on and after Closing. Participant’s indemnification obligations set forth in this Section 6 will survive Closing and will not be merged with the Deed.

7. No Additional Inspection by Participant.

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

(b) DLBA will provide Participant with the Environmental Protection Agency pamphlet “Protect Your Family from Lead in Your Home” and the “Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards” (collectively, the “Lead Paint Disclosures”). At Closing, Participant will execute Lead Paint Disclosures.

8. Representations, Warranties and Additional Covenants of Participant. To induce DLBA to enter into this Agreement, Participant makes the following representations and warranties, which will be true and correct on the date of Closing (the “Closing Date”):

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

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

(c) Participant has been duly organized, is validly existing and is in good standing and is qualified to do business in the State of Michigan. This Agreement is, and all documents executed by Participant and delivered to DLBA at the Closing will be duly authorized, executed and delivered by Participant.
(d) No other action by Participant, no consent, approval, order or authorization of any person or entity that is not a party to this Agreement, and no permit, consent, approval, declaration or filing with any governmental authority is required for Participant to execute and deliver this Agreement or perform the transaction contemplated herein.

(e) Neither Participant nor any Affiliate (as defined below) has material unresolved blight or building code violations under the Detroit City Code, nor any outstanding unpaid property taxes for property located within the City.

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

(g) Participant shall comply with all applicable laws in the performance of its obligations under this Agreement.

(h) All representations and warranties made by Participant in the Program Agreement are true and correct as of the Effective Date and will be true and correct as of the Closing Date.

The representations and warranties of Participant set forth above and elsewhere in this Agreement will survive Closing for a period of two years (the “Survival Period”). If DLBA determines during the Survival Period that Participant was in breach of any of Participant’s representations and warranties in this Agreement as of the Closing Date, DLBA will have the right to retain the proceeds from the sale of the Property as liquidated damages and to pursue any of DLBA’s remedies set forth in Section 11.

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

9. Closing. At the Closing the following will occur:

(a) DLBA will deliver to Participant an executed Quit Claim Deed (the “Deed”), substantially in the form attached to the Program Agreement as Exhibit C;

(b) Participant will deliver to DLBA (i) the Promissory Note with a principal amount equal to the Purchase Price, and (ii) all Closing costs any other amounts required to be paid by Participant hereunder in readily available funds;

(c) Participant will deliver to DLBA an executed Reconveyance Deed (the “Reconveyance Deed”) substantially in the form attached to the Program Agreement as Exhibit D;
(d) Participant will deliver the executed Lead Paint Disclosures to DLBA; and
(e) Participant will take immediate custody of the Property.

The Closing will take place at DLBA’s offices. DLBA will notify Participant of the prospective
Closing Date not less than five calendar days in advance, unless otherwise agreed between the
Parties.

10. Participant’s Obligation to Return the Property to Productive Use.
Participant will repair and rehabilitate the Property according to the terms set forth in Section 6
of the Program Agreement.

11. DLBA’s Remedies upon Participant’s Breach of Agreement.
(a) If at any time Participant is found during the Survival Period to have been
in breach of any representation or warranty contained herein as of the Closing Date, DLBA will
have the right to terminate this Agreement by providing written notice of termination to
Participant and to retain the Purchase Price as liquidated damages. DLBA and Participant agree
that (i) it would be impractical and extremely difficult, if not impossible, to fix actual damages
that would be suffered by DLBA as a result of a breach of this Agreement by Participant; and (ii)
the aforesaid liquidated damages are a fair and reasonable amount to be retained by DLBA as
agreed and liqudated damages in light of DLBA’s removal of the Property from the market and
the costs incurred by DLBA and will not constitute a penalty or a forfeiture.

(b) In the event of a material breach by Participant of this Agreement or the
Program Agreement, DLBA will be able to terminate this Agreement and exercise its right of re-
entry as set forth in Section 4(a)(iv)(A) of the Program Agreement.

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

12. Limitation of Liability. Participant understands and acknowledges that
DLBA has acquired the Property through foreclosure or similar process, DLBA has never
occupied the Property, and DLBA has little or no direct knowledge about the physical
condition of the Property. Participant agrees that Participant is buying the Property “AS IS” (as more fully set forth in Section 6).

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

13. **Governing Law.** This Agreement is executed in and shall be governed by and construed under the laws of the State of Michigan.

14. **Integration; Modification.**

   (a) This Agreement and the Program Agreement, together, contain both DLBA’s and Participant’s entire intentions and understandings in regard to the sale of the Property. This Agreement supersedes any other agreements, whether written or oral. If any term in this Agreement is deemed to conflict with a term in the Program Agreement, the Program Agreement term will supersede the term in this Agreement.

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

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

16. **Notice; Updates.** Except as otherwise expressly provided herein, all notices and communications hereunder must be in writing and will be deemed to have been given when either hand-delivered or sent by first class mail or by national overnight courier. Notice to Participant should be sent to the address above set forth, or at such other address as Participant designates in writing to DLBA. Notice to DLBA should be provided to:

   Detroit Land Bank Authority
   Attn: Reginald B. Scott, III
   500 Griswold Street, Suite 1200
   Detroit, Michigan 48226

   Email: rscott@detroitlandbank.org

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

   Detroit Land Bank Authority
   Attn: Compliance Team
   500 Griswold Street, Suite 1200
   Detroit, Michigan 48226

   Email: documents@detroitlandbank.org

17. **Assignment; Notification upon Transfer of Property.** For any of the Properties, until Participant has completed its obligations under Section 10 and DLBA has confirmed and certified the completion of the obligations under Section 10, Participant may not assign, transfer
or convey its rights and/or obligations under this Agreement and/or with respect to such Property without the prior written consent of DLBA, which consent DLBA may withhold in its sole, absolute and subjective discretion.

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

19. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument.

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

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

[Signatures begin on the following page]
The Detroit Land Bank Authority and __________________________ have caused this Purchase Agreement to be executed as of the Effective Date.

DETROIT LAND BANK AUTHORITY

Dated: ______________

Saskia Thompson
Executive Director

[_________________________.]

Dated: ______________

Name: ____________________________
Title: ____________________________
EXHIBIT A

The Property
EXHIBIT B

Form of Promissory Note

(See attached)
PROMISSORY NOTE

$___________ ___________ ___, 20__

For value received, ______________________ a Michigan nonprofit corporation, whose address is ______________________ (“Borrower”), hereby promises to pay to the order of the Detroit Land Bank Authority, a Michigan public body corporate (“Lender”), the principal sum of ___________ ___, and 00/100 Dollars ($___________) without interest, except as provided below. This Promissory Note (this “Note”) is issued by Borrower in connection with its purchase of real property from Lender pursuant to a Purchase Agreement dated ___________ ___, 2020, and the principal amount of this Note is subject to adjustment pursuant to the terms of that Purchase Agreement. Interest shall not be charged under this Note, except as otherwise provided herein.

No payments shall be due under this Note until the date that is 180 days from the date of this Note (the “Maturity Date”), at which time Borrower shall pay Lender all outstanding principal and other amounts due hereunder, in accordance with the terms of the Purchase Agreement. Amounts due under this Note shall be payable in immediately available funds in lawful money of the United States of America at such address as may be designated from time to time by Lender.

If any payment required under this Note is not paid on the date it is due, interest shall accrue on all amounts due and unpaid at a default rate equal to Five Percent (5.0%) per annum until all due amounts are paid in full. Default interest payable hereunder shall be computed on the basis of 360-day year containing twelve 30-day months, provided that partial month interest shall be computed on the basis of the actual number of days principal is outstanding.

No delay by Lender of this Note shall be a waiver of the exercise of any right or remedy. No single or partial exercise by Lender of any right or remedy shall preclude any other or future exercise of that or any other right or remedy. No waiver by Lender of any default or of any provision of this Note shall be effective unless it is in writing and signed by Lender. No waiver of any right or remedy on one occasion shall be a waiver of that right or remedy on any future occasion.

Borrower waives demand for payment, presentment, notice of dishonor, and protest of this Note; and consents to any extension or postponement of time of its payment, to the addition of any party, and to the release, discharge, waiver, modification, or suspension of any rights and remedies against any person who may be liable for the indebtedness evidenced by this Note.

Following the occurrence of a default under this Note, Borrower shall pay all the costs and expenses of Lender or any other holder hereof incurred in the collection of any amounts due hereunder, including attorneys’ fees and court costs, whether or not litigation is commenced. The rights and remedies of Lender or any other holder of this Note under this paragraph shall be cumulative and shall be in addition to any other rights and remedies that Lender or such other
holder of this Note may have under this Note, any other documents being executed in connection herewith, at law or in equity.

This Note may be prepaid in whole or in part at any time without penalty.

This Note is made in, and shall be construed in accordance with, the internal laws of the State of Michigan without regard to conflict of laws principles.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Note.

**BORROWER:**

[______________________].

By: ____________________________

Name: ____________________________

Title: ____________________________
EXHIBIT C
FORM OF QUIT CLAIM DEED
(See attached)
QUIT CLAIM DEED

The Detroit Land Bank Authority ("DLBA"), a Michigan public body corporate, whose address is 500 Griswold, Suite 1200, Detroit, Michigan, 48226, quit claims to «Purchaser», a «State__Entity_Type__Marital» ("Grantee"), whose address is «Purchaser_Street», «Purch_City», «Purch_State» «Purch_Zip», the following premises in the City of Detroit, Wayne County, Michigan:

«Recordable_Description»

Parcel ID: «Parcel_ID»

Commonly known as: «Common_Street__», Detroit, Michigan «Common_Zip»

together with all and singular the tenements, hereditaments, fixtures, and appurtenances of that property, for the full consideration of «Price_in_Words» ($ «Price»). This conveyance is exempt from taxes pursuant to MSA 7.456(5)(h)(i); MCL 207.505(h)(i), MSA 7.456(26)(h)(i); MCL 207.526(h)(i).

Notice of Deed Restriction

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

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

Dated: _________________________

By: ___________________________

Reginald B. Scott II
Director, Disposition

STATE OF MICHIGAN

) ss

COUNTY OF WAYNE

This document was acknowledged, subscribed and sworn before me this _____ day of __________________, 20___, by Reginald B. Scott II, Director, Disposition, Detroit Land Bank Authority.

______________________________

Signature of Notary

Printed name of Notary

Notary Public, State of Michigan, County of: ___________; Acting in the County of: _______________.

My commission expires: _______________

When recorded return to: «Purchaser»

Send subsequent tax bills to: «Purchaser»

Drafted by: Robert G Spence

«DeedMailStreet»

«DeedMailStreet»

Detroit Land Bank Authority

«DeedMailZip»

«DeedMailZip»

500 Griswold, Suite 1200

Detroit, Michigan 48226

Tax Parcel ID: «Parcel_ID»

Recording Fee: $ «Price»

Revenue Stamps: $
EXHIBIT D
FORM OF RECONVEYANCE DEED
(See attached)
QUIT CLAIM DEED

«Purchaser», a «State_Entity_Type_Marital», ("Grantor"), whose address is «Purchaser_Street», «Purch_City», «Purch_State» «Purch_Zip», quit claims to the Detroit Land Bank Authority, a Michigan public body corporate ("DLBA"), whose address is 500 Griswold, Suite 1200, Detroit, Michigan, 48226, the following described premises located in the City of Detroit, County of Wayne, and State of Michigan:

«Recordable_Description»

Parcel ID: «Parcel_ID»

Commonly known as «Common_Street__», Detroit, Michigan «Common_Zip»

together with all and singular the tenements, hereditaments, fixtures, and appurtenances of that property, for the full consideration of One Dollar ($1.00). Such conveyance is in consideration of DLBA relinquishing its right to pursue an action based upon its right of reconveyance. This conveyance is exempt from taxes pursuant to MCL 207.505(a); MSA 7.456(5)(a), and MSA 7.456(26); MCL 207.526(a).

«PURCHASER»

Dated: ______________

By: ____________________________________________

Name: __________________________________________

Title: __________________________________________

State of Michigan )

Wayne County ) ss.

This document was acknowledged before me on _______________, 20__ by

___________________________________________. __________________________________ of «Purchaser».

__________________________________________

Signature of Notary

Printed name of Notary

Notary Public, State of Michigan, County of: __________: Acting in the County of: __________

My commission expires: ________________

When recorded return to: Detroit Land Bank Authority

Executive Director 500 Griswold, Suite 1200

Chief Financial Officer 500 Griswold, Suite 1200

Detroit, Michigan 48226 Detroit, Michigan 48226

Tax Parcel ID(s): «Parcel_ID»

Recording Fee: $ Drafted by: Robert G Spence

Revenue Stamps: $
EXHIBIT E

FORM OF RELEASE OF INTEREST

(See attached)
RELEASE OF INTEREST IN REAL PROPERTY

1. «Purchaser» ("Purchaser") purchased from the Detroit Land Bank Authority ("DLBA"), whose address is 500 Griswold Street, Suite 1200, Detroit, Michigan, 48226, the following real property (the "Property") in the City of Detroit, Wayne County, Michigan:

   «Recordable_Description»
   Parcel ID: «Parcel_ID»
   Commonly known as «Common_Street», Detroit, Michigan «Common_Zip»

2. Purchaser acquired the Property subject to the conditions of a Purchase Agreement as reflected in a Quit Claim Deed recorded as listed below

   Date Recorded: _______________ Liber: _______________
   Instrument Number: _______________ Page: _______________

3. DLBA hereby agrees that all conditions of the Purchase Agreement have been satisfied or waived, and DLBA hereby releases any and all interest in the Property and the recording of this instrument provides notice of such release.

Dated: _________________________

Detroit Land Bank Authority

By: __________________________
   Reginald B. Scott II
   Director, Disposition

STATE OF MICHIGAN
   )
   ) ss
COUNTY OF WAYNE

This document was acknowledged, subscribed and sworn before me this _____ day of ________________, 20__, by Reginald B. Scott II, Director, Disposition, Detroit Land Bank Authority.

________________________________________
Signature of Notary

______________________________
Printed name of Notary

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

My commission expires: ______________

Instrument Drafted By: Robert G Spence, Detroit Land Bank Authority
500 Griswold, Suite 1200, Detroit, Michigan 48226
EXHIBIT F
FORM OF TITLE SERVICES AGREEMENT

(See attached)
TITLE SERVICES AGREEMENT

THIS TITLE SERVICES AGREEMENT (this "Title Agreement") is made and entered into as of _______________________ (the "Effective Date"), by and between Detroit Land Bank Authority, a Michigan public body corporate, located at 500 Griswold, Suite 1200 Detroit, Michigan 48226 ("DLBA"), and ________________________________, whose address is ________________________________ ("Prospective Purchaser"). DLBA and Prospective Purchaser are referred to from time to time in this Agreement individually as a "Party" and, together, as the "Parties."

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

1. Due Diligence. In the course of performing its due diligence, Prospective Purchaser has requested title services with respect to land located in the City of Detroit, County of Wayne, and State of Michigan listed on Exhibit A attached to this Agreement (each, a "QT Parcel").

2. Identified Encumbrances. Upon receipt of a title commitment, Prospective Purchaser identified Encumbrances or exceptions which, in the opinion of Prospective Purchaser or Prospective Purchaser's counsel, may interfere with the intended use, enjoyment, value, or marketability of the QT Parcel. Prospective Purchaser has remitted payment of $550.00 for each such QT Parcel.

3. Litigation of Quiet Title Action.

   (a) Subject to the terms and conditions of this Agreement, DLBA shall file, litigate, and control the Quiet Title Action concerning the QT Parcels, provided that any attempt by DLBA to remove any Encumbrances in the course of such Quiet Title Action will not impose an obligation upon DLBA to remove any Encumbrances.

   (b) Prospective Purchaser agrees to cooperate with DLBA in the litigation of the Quiet Title Action and use reasonable efforts to make available to DLBA pertinent records, material, and other information in Prospective Purchaser's possession or under Prospective Purchaser's control relating to each QT Parcel. DLBA will, upon request, provide Prospective Purchaser with copies of (i) all documents filed in the Quiet Title Action; and (ii) all other records pertinent to the Quiet Title Action in DLBA's possession. DLBA will also provide Prospective Purchaser with an update on the status of the Quiet Title Action upon request. Documents required to be delivered by Prospective Purchaser pursuant to this Section shall be delivered in a manner consistent with the notice provisions set forth below.

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

5. Termination.

(a) This Agreement in its entirety shall be of no further force and effect if Prospective Purchaser is found to be in material breach of the terms of the Purchase Agreement, if applicable.

(b) This Agreement shall be of no further force and effect with respect to an individual QT Parcel upon the occurrence of any one of the following events (each a "Termination Event"):  

i. DLBA is unable to obtain a judgment of Quiet Title due to a lienholder successfully establishing a valid interest that cannot be extinguished;  

ii. The Quiet Title Action is successfully litigated, and a judgment of Quiet Title is obtained by DLBA; or  

iii. Prospective Purchaser delivers a Dismissal Notice to DLBA.

6. Notices; Updates. Except as otherwise expressly provided herein, all notices and communications hereunder must be in writing and will be deemed to have been given when either hand-delivered, sent by first class mail, sent by national overnight courier, or emailed. Notice to Prospective Purchaser should be sent to the address above set forth, or at such other address as Prospective Purchaser designates in writing to DLBA. Notice to DLBA should be provided to:

If to DLBA:

Detroit Land Bank Authority  
Attn: ___________________  
500 Griswold St., Suite 1200  
Detroit, MI 48226  
_______________@detroitlandbank.org
If to Prospective Purchaser:

7. **Integration; Modification.**
   
   (a) This Agreement contains both DLBA's and Prospective Purchaser's entire intentions and understandings in regard to the sale of the QT Parcel. This Agreement supersedes any prior agreements, whether written or oral.
   
   (b) DLBA and Prospective Purchaser may modify this Agreement only in a writing signed by both Parties. Any such modifications will become part of this Agreement by incorporation.

8. **Assignments.** Prospective Purchaser shall not assign, transfer or convey its rights and/or obligations under this Agreement without the prior written consent of DLBA, which consent DLBA may withhold in its sole, absolute and subjective discretion. Prospective Purchaser acknowledges that DLBA may hire subcontractors selected in its sole discretion to perform the Quiet Title Action.

9. **Miscellaneous.**
   
   (a) **Severability.** If any one or more of this Agreement's provisions is/are held invalid or unenforceable in any respect, all other provisions will remain valid and enforceable as stated in this Agreement.
   
   (b) **Captions.** The headings of the Sections and other subdivisions in this Agreement are for convenience only and shall not be used to construe or interpret the scope or intent of this Agreement or in any way affect the same.
   
   (c) **Governing Law; Jurisdiction; Venue.** This Agreement is governed by applicable Michigan law. Prospective Purchaser agrees, consents, and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action brought against it arising out of this Agreement. Prospective Purchaser agrees that service of process at the address and in the manner specified above will be sufficient to put Prospective Purchaser on notice. Prospective Purchaser also agrees that it will not commence any action against DLBA because of any matter whatsoever arising out of or relating to the validity, construction interpretation, and enforcement of this Agreement, in any courts other than those in the Wayne County, Michigan.
   
   (d) **Binding Effect.** This Agreement will be binding on the heirs, devisees, legal representatives, claimants, successors, and assignees of the Parties.
   
   (e) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original document but together shall constitute one instrument.
(f) **Waiver.** No waiver by either Party of any of its rights or remedies hereunder or otherwise will be considered a waiver of any other subsequent right or remedy. Except as expressly provided herein, no waiver by either Party of any of its rights or remedies hereunder or otherwise will be effective unless such waiver is evidenced in a written instrument executed by the waiving Party.

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

[Signatures begin on the following page.]
The Detroit Land Bank Authority and __________________ have caused this Title Services Agreement to be executed as of the Effective Date.

DETROIT LAND BANK AUTHORITY

Dated: _____________
By: __________________________
Name: _________________________
Title: _________________________

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Dated: _____________
By: __________________________
Name: _________________________
Title: _________________________
<table>
<thead>
<tr>
<th>«Recordable_Description»</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parcel ID: «Parcel_ID»</td>
</tr>
<tr>
<td>Commonly known as «Common_Street__», Detroit, MI «Common_Zip»</td>
</tr>
</tbody>
</table>

[Remainder of page intentionally left blank.]
«Purchaser»
«Purchaser_Street»
«Purch_City», «State_Abbrev» «Purch_Zip»

RE: NO RIGHT OF ENTRY FOR PROPOSED PROPERTY LIST PROPERTIES

Dear «Contact»:

The terms of the Occupied Property Non-Profit Program Agreement (the "Agreement") executed by the Detroit Land Bank Authority ("DLBA") and <PARTNER NAME ON AGREEMENT> ("ONP Partner") on <DATE> do not grant any right of entry to the ONP Partner until a formal Right of Entry License (the "ROE License") has been issued pursuant to Section 2 of the Agreement.

Specifically, the ONP Partner does not have any right to enter any property appearing only on a Proposed Property List or Selected Property List prior to receiving such ROE License. Any entry onto a property owned by the Detroit Land Bank Authority or third party is not otherwise authorized, and ONP Partner may constitute trespass.

Nicole Scott
Occupied Non-Profit Project Manager
Detroit Land Bank Authority

Robert Spence
Attorney
Detroit Land Bank Authority
**Occupied Non-Profit Overview**

The Detroit Land Bank Authority (“DLBA”) has an inventory of several thousand occupied properties. Of those properties with existing occupants who do not qualify for the Buy Back Program, the DLBA seeks to provide Non-Profit Partners (“Partners”), 501(c)(3), the opportunity to increase neighborhood stability.

The Occupied Non-Profit Program engages Partners in assisting certain existing occupants living in DLBA owned properties to transition to homeownership. The Partners will have the opportunity to purchase the occupied property in their identified geographical areas of interest, and then provide services that include renovation, supportive services, and lease and purchase options.

The Partners will maintain the same rights as any property owner.
They must have the ability to fund and carry out the following:

- Purchase the designated occupied properties.
- Provide occupants the opportunity to participate in supportive services for homeownership, including financial counseling.
- Renovate the properties to satisfy applicable City codes and in accordance with the procedures in effect at the time of such Closing for buyers of property pursuant to the DLBA Own-It-Now Program (or any successor program thereto) as set forth on DLBA’s website.
- Offer the property to the occupant by using a range of options including the option to purchase, land contract, and rental arrangements.
- Have the legal ability to remove ineligible occupants and replace them with eligible occupants.

The price of the property is set at a $1,500.00 promissory note. However, if the occupant remains in the property when the promissory note becomes due, then the price of the home is discounted to $500.

If a potential Partner has any questions, please contact the Occupied Non-Profit Project Manager, Nicole Scott at 313.261.9916 or nscott@detroitlandbank.org.
REQUEST FOR PROPOSAL OUTLINE
OCCUPIED NON-PROFIT PROGRAM

Letter of Interest

Table of Contents

Certification
If applicable.

Capacity
Purchasing the designated properties:

Providing occupant services:

Renovating the properties to satisfy city codes:

Offering the property for sale, land contract, or rent to occupant:

Having legal ability to remove ineligible occupants:
Proof of funds:
- Bank Statements
- Commitment Letters
- Etc.

Experience
- Demonstrate experience of successful residential property rehabilitation, providing supportive services, and community engagement and development.
- Provide before/after photos

Statement of Qualifications

Headquarters

Evidence of Insurance

Conflict of Interest Statements

Evidence of non-profit and 501©3