

## **FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT**

(7631 Mack Avenue)

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT (“**Amendment**”) is made as of February 12, 2024, by and between the CITY OF DETROIT, a Michigan municipal corporation (the “**City**”), acting by and through its Planning and Development Department, and HEATHER HURLEY (“**Purchaser**”).

### **RECITALS:**

A. City and Purchaser are parties to that certain Purchase and Sale Agreement dated December 20, 2023 (the “Purchase Agreement”), regarding the purchase and sale of property commonly known as 7631 Mack Avenue, Detroit, Michigan 48214, as more particularly described in the Purchase Agreement.

B. City and Purchase hereby desire to amend the Purchase Agreement pursuant to the terms, provisions and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledges, the parties hereby agree as follows:

1. Recitals. The above recitals are incorporated into this Amendment as if fully set forth herein.
2. Defined Terms. Capitalized terms used in this Amendment that are not otherwise defined herein shall have the same meaning ascribed to such terms in the Purchase Agreement.
3. Form of Deed. The form of Quit Claim Deed attached as Exhibit B of the Purchase Agreement is hereby deleted and replaced with the form of Quitclaim Deed attached to this Amendment as Exhibit B
4. Effect of Amendment. Except as expressly amended hereby, all of the terms, covenants and conditions of the Purchase Agreement remain in full force and effect. In the event of any conflict between the terms of this Amendment and of the Purchase Agreement, the terms of this Amendment shall control.
5. Counterpart Originals; Electronic Execution and Delivery. This Amendment may be executed by the parties in counterparts and they shall be considered as one fully executed agreement. Executed copies of this Amendment may be delivered between the parties via electronic means including electronic mail. The parties intend that this Amendment may be executed by either or both of the parties by means of the affixing of a digital signature or by other electronic means, in accordance with the Michigan Uniform Electronic Transactions Act (MCL 450.831 *et seq.*).
6. Authority of City. Notwithstanding anything in this Amendment, in law, in equity, or otherwise to the contrary, this Amendment shall be of no force or effect and may not in any way be enforced against the City, and the City shall not be authorized or obligated to sell the Property

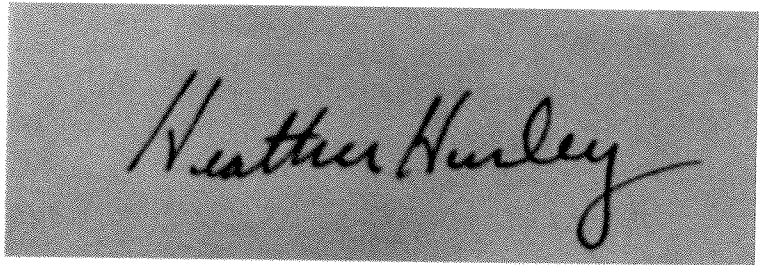
to Purchaser, unless and until the Purchase Agreement and this Amendment have been fully executed by the duly authorized representative of the City pursuant to the resolution of the Detroit City Council as approved by the Mayor of the City of Detroit, and approved by the City of Detroit Law Department.

[Signature page follows.]

**[SIGNATURE PAGE TO FIRST AMENDMENT TO PURCHASE AND SALE  
AGREEMENT]**

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

**PURCHASER:**

A rectangular box containing a handwritten signature in cursive script that reads "Heather Hurley".

Caption

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Name: Heather Hurley

[Signatures continue on following page]

[SIGNATURE PAGE TO FIRST AMENDMENT TO PURCHASE AND SALE  
AGREEMENT]

CITY:

CITY OF DETROIT,  
a Michigan municipal corporation

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

Name: Antoine Bryant

Its: Director, Planning and Development  
Department

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

  
C.A. Corporation Counsel

EXHIBIT B

DEED

QUIT CLAIM DEED

The CITY OF DETROIT, a Michigan municipal corporation (“**Grantor**”), whose address is 2 Woodward Avenue, Detroit, Michigan 48226, QUIT CLAIMS to HEATHER HURLEY, an individual (“**Grantee**”), whose address is 1430 Somerset, Grosse Pointe, Michigan 48230, the premises located in the City of Detroit, Wayne County, State of Michigan, described as:

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

(the “**Property**”), for the sum of two thousand eight hundred seventy and 00/100 dollars (\$2,870.00).

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

AND FURTHER SUBJECT TO the restrictive covenant that Grantee and its successors and assigns shall not use the Property or any part thereof for any purpose in connection with the cultivation, growing, processing, storage of, transportation of, distribution of, or sale of entheogenic plants or their extracted compounds containing indole, amines, tryptamines, or phenethylamines. The foregoing restrictive covenant shall be a covenant running with the land and shall be binding on Grantee and each of its successors and assigns. The foregoing covenant is made for the benefit of the City of Detroit and may not be released, modified or amended except pursuant to a duly adopted resolution of the City Council of the City of Detroit

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

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

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

**[SIGNATURE PAGE TO QUIT CLAIM DEED]**

CITY OF DETROIT,  
a Michigan municipal corporation

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

STATE OF MICHIGAN     )  
  )ss.  
COUNTY OF WAYNE     )

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

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

Pursuant to § 17-5-4 of the Detroit City Code, I hereby certify that proper and fair consideration has been received by the City pursuant to this instrument.  _____ Deputy CFO/Finance Director	Approved by Corporation Counsel pursuant to §7.5-206 of the 2012 Charter of the City of Detroit.  _____ Corporation Counsel	Approved by the City Council on: _____  Approved by the Mayor: on _____
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**Drafted by:**  
Bryan L. Coe  
City of Detroit, Law Department  
2 Woodward Avenue, Suite 500  
Detroit, Michigan 48226

**When recorded return to:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Send Subsequent Tax Bills to: Grantee

Recording Fee: \_\_\_\_\_

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

**EXHIBIT A**

Legal Description

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

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Common Address:

Parcel ID: