

OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED, Leo Soave Building Inc. (“Purchaser”) hereby offers and agrees to purchase from Livonia Public Schools (“Seller”) the following vacant real property situated in the City of Westland, Wayne County, Michigan, described as follows:

10.33 +/- acres of vacant land located on the South side of Ann Arbor Trail, West of N. Merriman Road, Westland Michigan, Sidwell Number 56-012-99-0017-001, more particularly described on **Exhibit A** attached hereto, subject to Survey (the “Premises”),

together with all improvements and appurtenances, if any, now on the Premises, subject to existing building and use restrictions, and easements, if any, and zoning ordinances upon the following conditions:

THE SALE TO BE CONSUMMATED BY CASH SALE: Delivery of the Warranty Deed attached hereto and marked as **Exhibit B** conveying marketable title at Closing to the Premises. The purchase price for the Premises shall be the sum of Four Hundred Seventy Thousand and 00/100 (\$470,000.00) Dollars (the “Purchase Price”) payable by Purchaser at Closing in cash, certified check, or direct wire transfer at the option of Seller.

2. As evidence of title, Purchaser agrees to furnish Seller within fifteen (15) days of the Date of this Offer with a Commitment for Title Insurance with the standard exceptions (the “Commitment”), issued by First Centennial Title Agency, Inc. of Mid-America (the “Title Company”) in an amount not less than the Purchase Price bearing date later than the acceptance hereof with policy pursuant thereto to be issued insuring Purchaser. If Purchaser desires a Commitment “without the standard survey exceptions,” Purchaser shall be responsible to obtain an ALTA survey, at its sole cost and expense, which accurately describes and reflects the Premises (“Survey”) within ninety (90) days of the Date of this Offer and verify that said Survey is sufficient to allow the Title Company to issue a Commitment without said standard exceptions. Once said Survey is obtained by Purchaser and reviewed and accepted by Seller, the legal description in the Survey shall update **Exhibit A**. The Survey shall be certified to the Seller, the Purchaser and the Title Company. Upon Closing, Seller shall pay for and order a title insurance policy consistent with the Commitment which Seller shall have updated to the date of Closing.

3. In the event of default of the terms and conditions of this Offer by the Purchaser hereunder, the Seller may, at its option, elect to enforce the terms hereof by specific performance or declare a breach hereunder, terminate this Offer and retain the Earnest Money Deposit as liquidated damages. To the extent the Earnest Money Deposit is held in escrow by the Title Company, the Seller shall be entitled to an immediate release of such funds from escrow.

4. In the event of default of the terms and conditions of this Offer by the Seller hereunder, the Purchaser may, at its option, elect to enforce the terms hereof by specific performance or demand, and be entitled to, an immediate refund of its entire Earnest Money Deposit in full termination of this Offer.

5. If written objection to the title is made within ten (10) days of delivery of the Commitment, that the title is not in the condition required for performance hereunder, the Seller shall have thirty (30) days from the date it receives notice in writing of the particular defects claimed either to: (1) remedy the title defects set forth in said written notice, although Seller shall have no obligation to cure or to obtain insurance over such defects, or (2) refund the Earnest Money Deposit in full termination of this Offer. Notwithstanding the above, Purchaser may, at any time during the thirty (30) day cure period, waive the conditions of this Paragraph 5 and accept the title in its "As Is" condition. If the Seller is able to remedy such defects within the time specified as evidenced by written notification, a revised Commitment or endorsement to the Commitment, the Purchaser agrees to complete the sale in accordance with the Closing date set forth in Paragraph 12.

6. All special assessments which have been levied and due and payable upon the Premises as of the Date of this Offer shall be paid by the Seller. All special assessments which are levied and due and payable after the Date of this Offer shall be paid by the Purchaser. All real property taxes on the Premises shall be prorated and adjusted as of the date of Closing in accordance with DUE DATE basis of the municipality or taxing unit in which the Premises is located, under the assumptions that taxes are paid in advance and that summer and winter taxes are due and payable July 1 and December 1 respectively. Water and other utility bills shall be prorated and adjusted as of the date of Closing. The Seller shall be responsible for the payment of any applicable transfer taxes associated with this transaction and the Purchaser shall be responsible for all applicable recording fees, including, but not limited to, the fees required for recording the Warranty Deed. All other Closing fees/costs will be split equally between Purchaser and Seller and reflected on the final Closing Statement.

7. It is understood that this Offer is irrevocable for forty-five (45) days from the date hereof. If this Offer is accepted by the Seller, the Purchaser agrees to complete the purchase of the Premises within the time indicated in Paragraph 12.

8. Within three (3) business days of the Date of this Offer, Purchaser shall deposit the sum of Twenty Five Thousand and 00/100 (\$25,000.00) Dollars (the "Earnest Money Deposit") to be held in escrow by the Title Company, as escrow agent, pursuant to the form of Escrow Agreement attached hereto as **Exhibit E** and applied to the Purchase Price if the sale is consummated. The Title Company shall not be responsible to the Purchaser for any interest associated with the subject Earnest Money Deposit.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

10. This Offer and all of Purchaser's obligations hereunder are contingent upon all of the following:

A. Purchaser's satisfaction with the Premises following Purchaser's testing, analysis, inspection and evaluation of the Premises ("Purchaser's Evaluations"). Purchaser shall have ninety (90) days after the Date of this Offer ("Inspection Period") in which to conduct such investigations, evaluations and testing of the Premises (both above ground and below ground) as Purchaser deems appropriate in order to determine if the Premises are satisfactory and suitable for Purchaser's intended use and enjoyment. Purchaser's Evaluations may include,

but shall not be limited to: (i) a physical inspection of all aspects of the Premises; (ii) an environmental analysis and investigation of the Premises; (iii) an analysis of the availability of any federal, state or local tax abatements or property tax reductions for the Premises; (iv) a verification that there are no existing special assessments affecting the Premises; (v) investigating the availability and condition of utility and sewage services and systems including, but not limited to, gas, water, electricity, sanitary sewer, storm sewer and telephone services and systems; (vi) making soil tests, borings and other engineering, environmental and architectural tests and evaluations; (vii) reviewing and analyzing all applicable building and use restrictions, zoning ordinances, building codes and all other federal, state and local statutes, codes, ordinances, rules and regulations relating to the ownership, development or use of the Premises; and (viii) analyzing the results of any survey. Upon completion of Purchaser's Evaluations, Purchaser shall, at its sole cost and expense, restore the Premises to a condition as good as its condition prior to such Evaluations. During the term of the Inspection Period and at all times prior to Closing, Purchaser, its employees, agents, representatives, engineers, inspectors and surveyors (collectively "Representatives"), shall have the right of access to the Premises at all times for the purposes of performing Purchaser's Evaluations provided Purchaser has executed the attached Release and marked as **Exhibit C** and obtained such a Release from its Representatives. Purchaser shall indemnify, defend and hold Seller free and harmless from and against any liability arising therefrom except as caused by the acts or omissions of Seller or Seller's agents and employees.

B. In the event that Purchaser is dissatisfied with the results of Purchaser's Evaluations and Purchaser has notified Seller in writing prior to the expiration of said Inspection Period, Purchaser shall have the option to rescind and terminate this Offer and Seller shall return all of Purchaser's Earnest Money Deposit paid as of that time, provided that Purchaser delivers to the Seller, free of charge, a copy of, in both electronic and hard copy formats, any and all documents, engineering plans, construction drawings, reports, assessments, surveys or site plans and any other work product prepared by, or on behalf of, Purchaser in accordance with this Paragraph 10 or for the development of the Premises (the "Documents") and shall represent and warrant to the Seller that upon delivery of the Documents that the Documents are assigned to Seller and/or the Seller has permission from any and all other preparers of the Documents, to use the same in connection with the Premises. All of Purchaser's Evaluations shall be performed at the Purchaser's sole cost and expense. At any time during the Inspection Period, Purchaser may elect to purchase the Premises for the Purchase Price, less the Earnest Money Deposit, by notifying the Seller in writing, and the Closing shall take place in accordance with Paragraph 12.

C. At the expiration of the Inspection Period, there will be two (2) one hundred thirty (130) day extension periods available to Purchaser (each an "Extension Period" and collectively the "Extension Periods"). Each Extension Period shall be deemed automatically exercised by Purchaser unless Purchaser shall give written notice to Seller prior to the expiration of the Inspection Period, or the first Extension Period, whichever is applicable, that Purchaser is electing its right to terminate this Offer. However, prior to each Extension Period being exercised, Purchaser shall update Seller as to the status of its progress with respect to Governmental Approvals (defined below). If Purchaser elects to exercise any of the Extension Periods, Purchaser agrees to waive all contingencies enumerated in Paragraphs 10(A) and (B) above, except that Purchaser may solely use the Extension Periods in which to continue to pursue all necessary governmental approvals from the City of Westland or other governmental

entities having jurisdiction over the Premises (hereinafter collectively referred to as the "Governmental Approvals"). Purchaser shall use its best efforts to obtain all necessary Governmental Approvals and agrees to commence the Governmental Approvals process and apply for all necessary Governmental Approvals within thirty (30) days of the Date of this Offer. As part of these Governmental Approvals, Purchaser agrees that it shall secure, at its sole cost and expense, all necessary site plans and other engineering drawings and documentation necessary for the Purchaser to submit to the City of Westland or other governmental agencies having jurisdiction over the Premises to obtain the Governmental Approvals. In the event all Governmental Approvals have not been secured prior to the expiration of the Extension Period, Seller and Purchaser agree that if the Purchaser does not obtain the Governmental Approvals within the Extension Periods, after working in good faith to obtain the same, Purchaser may terminate this Offer and if terminated, Purchaser shall be entitled to a return of \$18,000.00 of its \$25,000.00 Earnest Money Deposit, as the Seller shall retain \$7,000.00 to cover its costs relative to this Offer; provided Purchaser shall provide to Seller, free of charge, the Documents in the form required in Paragraph 10(B) above.

D. PURCHASER ACKNOWLEDGES THAT ONCE THE INSPECTION PERIOD AND THE EXTENSION PERIODS, IF ANY, EXPIRE PURCHASER HAS ACCEPTED THE PREMISES PURSUANT TO THIS PARAGRAPH AND PURCHASER TAKES THE PREMISES "AS IS". EXCEPT AS PROVIDED IN PARAGRAPH 11 BELOW, SELLER HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO, EXTERIOR (E.G., SOIL, SURFACE WATER AND GROUNDWATER) CONDITIONS OF THE PREMISES, EASEMENTS, BUILDING AND USE RESTRICTIONS, AVAILABILITY OF UTILITIES, OR ANY OTHER MATTER CONTEMPLATED IN THIS PARAGRAPH 10, AND THAT PURCHASER ASSUMES ALL RESPONSIBILITY FOR ANY INJURIES, CONDITIONS OR DAMAGES CAUSED BY ANY SUCH MATTERS UPON TRANSFER OF TITLE. EXCEPT AS SPECIFICALLY PROVIDED IN THIS OFFER, UPON CLOSING, PURCHASER WAIVES AND RELEASES SELLER FROM ALL CLAIMS OR CAUSES OF ACTION THAT PURCHASER MAY NOW OR HEREAFTER HAVE, KNOWN OR UNKNOWN, AGAINST SELLER RELATING TO THE PREMISES, THIS OFFER OR ARISING UNDER ANY FEDERAL, STATE, OR LOCAL LAW, REGULATION, ORDINANCE, OR CODE THAT RELATES TO THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PREMISES.

11. Seller represents and warrants that to the best of its present knowledge there are no judicial or administrative proceedings pending or threatened against the Premises and Seller is not aware of any facts which might result in any action, suit or other proceedings.

12. If this Offer is accepted by Seller and if Title can be conveyed in the condition required within this Offer, Purchaser agrees to complete the sale and close within ten (10) days of the earlier of: 1) Purchaser's satisfaction of the conditions listed in Paragraph 10 of this Offer; or 2) Purchaser obtaining all requisite Governmental Approvals (the "Closing"). By the execution of this instrument the Purchaser acknowledges the receipt of a copy of this Offer. The Closing of this sale shall take place at the office of Clark Hill PLC, or as otherwise agreed to by the parties.

13. Purchaser shall indemnify, defend and hold Seller including its Board of Education (in their official and individual capacities), administrators, employees and agents, harmless from any claims, suits, damages, costs, injuries, losses and any expenses resulting and arising from and out of Purchaser's or its officers, directors, agents and/or employees' occupancy, possession, use, evaluations and ownership of the Premises herein during the time this Offer is in existence except for such matters arising from the acts or negligence of Seller or Seller's agents and employees.

14. Purchaser acknowledges that it has retained the services of Rob Donovic of Platinum Real Estate in negotiating the sale of the Premises and Purchaser acknowledges its responsibility to pay Platinum Real Estate any and all fees associated with Platinum Real Estate's participation in this transaction. Purchaser further represents and warrants that no other broker or real estate agency is involved in the negotiation or consummation of this transaction. Seller warrants and represents to Purchaser that it is not obligated to pay any fee or commission to any broker or real estate agency in the negotiation or consummation of this transaction. To the extent permitted by law, each party agrees to indemnify and defend the other and hold the other harmless from any expense, claim or cause of action arising out of the breach of the foregoing warranty.

15. From and after the Date of this Offer, Purchaser shall not initiate a zoning change or other proceeding affecting the Premises or do anything else which may tend to jeopardize or lessen Seller's interest in or the condition of the Premises without first obtaining prior written consent from Seller. If Seller approves of any such zoning change or proceeding affecting the Premises, Purchaser shall keep Seller informed of the progress of any such zoning change or proceeding and supply Seller with copies of any and all relevant approvals and documents applicable to such zoning change and/or proceeding.

16. For the purposes of the transaction contemplated by this Offer, the "Date of this Offer" is the date of acknowledgment of the signature of the last party to sign this Offer. Once the Seller accepts Purchaser's Offer, this Offer To Purchase Real Estate shall hereinafter be referred to as the "Offer."

17. Whenever in this Offer it is provided that notice must be given or an act performed or payment made on a certain date, and if such date falls on a Saturday, Sunday or holiday, the date of the notice of performance or payment shall be the next following business day.

18. No waiver of any of the provisions of this Offer shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

19. This Offer shall be governed by and construed in accordance with the laws of the State of Michigan regardless of whether any party may or hereafter become domiciled in another state. Venue shall be Wayne County, Michigan.

20. This Offer may be executed in one or more counterparts, all of which together will for all purposes constitute one agreement binding upon the parties.

21. Purchaser shall not assign its rights or obligations under this Offer, without Seller's advance written consent, which consent is discretionary in Seller solely.

22. This Offer along with all attachments constitutes the entire agreement of the parties regarding the subject matter herein and supersedes and terminates any and all prior or contemporaneous agreements, representations, understandings or dealings between the parties, either oral or written. This Offer may be amended only by a writing signed by the parties.

23. Notwithstanding anything contained herein to the contrary, Purchaser, at its sole cost and expense, shall be obligated to develop and use the Premises in accordance with the planned use and concept attached hereto and made a part hereof as **Exhibit D** (the "Concept Plan"). The Concept Plan, subject to municipal approval, is an indication of what Purchaser intends to develop and may be only altered based on municipal feedback and requirements as well as reasonable value engineering. To ensure Purchaser's development of the Premises in accordance with the Concept Plan, Purchaser shall provide Seller with copies of any and all documents that it plans to submit to the City of Westland or any other governmental agency having jurisdiction over the Premises at least ten (10) days prior to such submission to allow Seller the opportunity to review such documents for compliance with this Paragraph and this Offer. These obligations of Purchaser shall survive the Closing. If the Concept Plan is modified substantially by the Purchaser, the Seller shall have a right to approve the modified concept plan or terminate this Offer and retain the Earnest Money Deposit.

24. Seller acknowledges receipt from the Purchaser of the Earnest Money Deposit above mentioned which will be returned forthwith if the foregoing Offer is not accepted within the time above set forth.

PURCHASER:
LEO SOAVE BUILDING INC.

By: _____

Its: _____

Date: _____

SELLER:
LIVONIA PUBLIC SCHOOLS

By: _____

Its: Superintendent

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

Land situated in the City of Westland, Wayne County, Michigan, described as follows:

03V2A1 3A1 PT OF THE SE 1/4 OF SEC 3 T2S R9E BEG S88DEG 40M 32S W 1721.51FT
AND S02DEG 02M 40S E 60FT FROM E 1/4 COR OF SEC 3 TH S88DEG 40M32S W 704.74FT
TH S01DEG 17M 18SE 559.52FT TH S58DEG 18M 04S E 482.22FT TH N20DEG 42M 32S E
226.60FT TH N43DEG 18M 38S E 290.73 FT TH N29DEG57M 20S E 80FT TH N02DEG 02M
40S W 205FT TH S88DEG 40M 32S W 25FT TH N02 DEG 02M 40S W 133FT POB

Sidwell No: 56-012-99-0017-001

EXHIBIT B

WARRANTY DEED

This Indenture made the ____ day of _____, 20____ between LIVONIA PUBLIC SCHOOLS (hereinafter called the "Grantor"), whose address is 15125 Farmington Road, Livonia, Michigan 48154, and LEO SOAVE BUILDING INC., a Michigan corporation (hereinafter called Grantee"), whose address is 7771 W Seven Mile Road, Livonia, Michigan 48152. The Grantor hereby conveys and warrants to the Grantee the following described premises situated in the City of Westland, Wayne County, Michigan, described as:

10.33 +/- acres of vacant land located on the South side of Ann Arbor Trail, West of N. Merriman Road, Westland Michigan, Sidwell Number 56-012-99-0017-001, subject to survey (the "Premises"),

Together with all tenements, hereditaments, appurtenances and improvements thereunto belonging or in any way appertaining for the sum of Four Hundred Seventy Thousand and 00/100 (\$470,000.00) Dollars paid to the Grantor.

Subject to:

1. Easements and building and use restrictions, if any;
2. Rights of the public, and any governmental authority in any part of the land taken, deeded, or used as a street, road or highway; and
3. Restrictions imposed by zoning ordinances or as part of a general plan.

Grantor grants to Grantee the right to make all applicable divisions under Section 108 of the Michigan Land Division Act, being 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.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first above written.

GRANTOR:

LIVONIA PUBLIC SCHOOLS

By: _____

Its: _____

EXHIBIT C

RELEASE AND HOLD HARMLESS

The undersigned, in consideration of the permission of LIVONIA PUBLIC SCHOOLS (“Owner”) to enter upon the Premises owned by the Owner for purposes of inspecting the subject Premises in the furtherance of the undersigned’s relationship with any prospective purchaser of real property of the Owner, does hereby release and hold the Owner harmless from any and all damages, losses, liabilities, expenses, costs (including attorney fees) and claims incurred by the undersigned resulting in any way from the undersigned’s entering upon and inspecting any real property owned by the Owner except as may arise from the acts or omissions of Owner or Owner’s agents or employees.

WITNESSES:

EXHIBIT D

PURCHASER'S CONCEPT PLAN

EXHIBIT E
ESCROW AGREEMENT

No.: _____

First Centennial Title Agency, Inc. of Mid-America
14891 Farmington Road, Suite 100
Livonia, Michigan 48154

Re:	“Seller”:	Livonia Public Schools
	“Purchaser”:	Leo Soave Building Inc.
	“Property”:	See Description in Attached Offer To Purchase Real Estate - Sidwell Number 56-012-99-0017-001

Deposited with you herewith are the following:

1. Check in the amount of \$25,000.00; and
2. Offer To Purchase Real Estate (“Offer”) dated _____, 2023 between the captioned Seller and Purchaser.

The deposited monies represent the Earnest Money Deposit recited in the Offer.

The Offer recited above is hereby incorporated by reference. The deposited monies are to be held by you for delivery under the following terms and conditions:

You are authorized and directed to release the deposited monies in accordance with the terms of the Offer or any other written instructions signed by SELLER and PURCHASER and to accept additional deposits required to be paid by Purchaser under the Offer. It is understood and agreed that such written instructions shall clearly indicate the payee, method of delivery and amount.

In the event of a dispute as to the disposition of the deposited monies you are authorized and directed to follow one of the following courses of action, which action you shall take at your sole discretion:

1. You may hold the deposited monies until you are in receipt of either:
 - a) written instructions signed by the SELLER and PURCHASER which shall direct and authorize the disposition of the deposited monies.
 - b) an Order of a Court of Competent Jurisdiction which constitutes a final determination as to the disposition of the deposited monies.

Upon making such delivery, and performance of any other services included above, you will thereupon be released and acquitted from any further liabilities concerning the deposit, it being expressly understood that such liability in any event is limited by the terms and conditions set forth herein. By acceptance of this agency, you are in no way assuming responsibility for the validity or authenticity of the subject matter of the deposit.

In the event that your duties under this Escrow Agreement shall conflict with any provision of the Offer, this Escrow Agreement shall control. The Earnest Money Deposit recited above shall be held by First Centennial Title Agency, Inc. of Mid-America.

In the event of litigation affecting your duties relating to these deposits, we agree to reimburse you for any reasonable expenses incurred, including attorney fees.

Any changes in the terms or conditions hereof may be made only in writing signed by all parties or their duly authorized representatives.

SELLER:

LIVONIA PUBLIC SCHOOLS

BY: _____
Andrea Oquist

ITS: Superintendent

DATE: _____

PURCHASER:

LEO SOAVE BUILDING INC.

By: _____

ITS: _____

DATE: _____

We hereby accept the above escrow deposit under the terms and conditions therein set forth.

**FIRST CENTENNIAL TITLE AGENCY, INC. OF
MID-AMERICA**

BY: _____

ITS: _____

DATE: _____