

**PURCHASE AGREEMENT FOR 590 PINE TREE ROAD**  
**("PINE TREE ELEMENTARY SCHOOL")**

1. THE UNDERSIGNED, **ORION TOWNSHIP**, a Michigan municipal corporation ("Purchaser"), hereby offers and agrees to purchase from **LAKE ORION COMMUNITY SCHOOLS** ("Seller"), the following real property situated in the Orion Township, Oakland County, Michigan, described as follows:

11.4 +/- acres containing a 55,800 +/- square foot building, located at 590 Pine Tree Road, formerly known as Pine Tree Elementary School, Sidwell Number 09-10-177-001, more particularly described on **Exhibit A** attached hereto (the "Premises"),

together with all improvements and appurtenances, if any, now on the Premises, subject to existing building and use restrictions, 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 term "Premises" shall include all land, and the building, improvements and structures located thereon. The purchase price for the Premises shall be the sum of Two Hundred Thousand and 00/100 (\$200,000.00) Dollars (the "Purchase Price") payable by Purchaser at Closing by direct wire transfer as otherwise mutually agreed upon by Purchaser and Seller.

2. As evidence of title, Seller agrees to furnish Purchaser within fifteen (15) days of the Effective Date of this Agreement with a Commitment for Title Insurance with the standard exceptions (the "Commitment"), issued by First American Title Insurance Company (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 Seller to furnish Purchaser with 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 seventy-five (75) days of the Date of this Agreement and, if desired, 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 Agreement 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 Agreement and retain the Earnest Money Deposit as liquidated damages.

4. In the event of default of the terms and conditions of this Agreement 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 Agreement.

5. If written objection to the title is made within fifteen (15) 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) terminate the Agreement and refund the Earnest Money Deposit in full termination of this Agreement. 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 Closing shall be paid by the Seller. All special assessments which are levied and due and payable after the Date of Closing 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 Agreement is irrevocable for forty-five (45) days from the date hereof. If this Agreement is accepted by the Seller, the Purchaser agrees to complete the purchase of the Premises within the time indicated in Paragraph 12.

8. Within seven (7) business days of the Date of this Agreement, Purchaser shall deposit the sum of Twenty Five Thousand and 00/100 (\$25,000.00) Dollars (the "Earnest Money Deposit") to be held by the Seller and applied to the Purchase Price if the sale is consummated. The Seller 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 Agreement 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 seventy-five (75) days after the Date of this Agreement ("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 site assessment ("ESA") and investigation of the Premises as set forth in this Paragraph 10; (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 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. In order to obtain access to the Premises to perform Purchaser's Evaluations, Purchaser shall contact the Seller's Wes Goodman, Director of Operations, at (248) 814-1798, for access to the Premises. 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. In the event that Purchaser's environmental consultant recommends a Phase II ESA be conducted on the Premises and Purchaser delivers to Seller its environmental consultant's (a) Phase I ESA Report; and (b) Phase II ESA proposal (which proposal shall include, but may not be limited to a scope of work or plan as to the Phase II ESA, a description of any proposed soil borings or invasive testing (including location thereof) and schedule for commencement and completion of the Phase II ESA), Purchaser shall be entitled to an additional sixty (60) days following expiration of the Inspection Period to conduct and complete such Phase II ESA. If Purchaser determines, in good faith, that the Phase II ESA cannot reasonably be completed within such sixty (60) day period, Purchaser may request an extension, which shall not be unreasonably denied by Seller, who shall consider the extension in accordance with Paragraph 16 of this Agreement. Seller agrees to provide to Purchaser within five (5) business days after the Date of this Agreement all surveys, building condition reports, plans and specifications, Phase I Environmental Assessment Reports and other environmental reports, and all other documents and materials within its possession.

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 Agreement 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. PURCHASER ACKNOWLEDGES THAT ONCE THE INSPECTION PERIOD EXPIRES 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 AGREEMENT, 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 AGREEMENT OR ARISING UNDER ANY FEDERAL, STATE, OR LOCAL LAW, REGULATION, ORDINANCE, OR CODE THAT RELATES TO THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PREMISES. THIS AS-IS WHEREAS PARAGRAPH SHALL SURVIVE CLOSING.

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 proceeding.

12. If this Agreement is accepted by Seller and if Title can be conveyed in the condition required within this Agreement, Purchaser agrees to complete the sale and close within ten (10) days of the

later of the satisfaction of the conditions listed in Paragraph 10 of this Agreement or delivery of the Commitment to Purchaser (the "Closing"). By the execution of this instrument the Purchaser acknowledges the receipt of a copy of this Agreement. The Closing of this sale shall take place at the office of Clark Hill PLC, or as otherwise agreed to by the parties.

13. At Closing, Seller shall execute a Bill of Sale and Assignment of the fixtures and other Personal Property located at the Premises. Such Bill of Sale and Assignment shall warrant only that Seller has the right to sell and assign the Personal Property described in the Bill of Sale and Assignment, such Personal Property is not subject to any encumbrance or lien, and that Purchaser has the right to use that Personal Property in connection with the Premises. At the time of Closing, all Personal Property transferred to Purchaser as part of this Agreement shall be by the Bill of Sale and Assignment, attached hereto and marked as **Exhibit D**, "AS-IS," with no warranty provisions. Purchaser acknowledges that all of the Personal Property currently located within the building or on the Premises will remain in the building or on the Premises at Closing. For purposes of this Agreement, "Personal Property" means all furniture, fixtures and equipment (FF&E) located in the building or on the Premises as of the Date of this Agreement including the playground equipment and digital sign both located on the Premises. "Retained Items" means the FF&E that Seller will retain and remove from the Premises prior to the Date of this Agreement, and any other Retained Items mutually agreed upon by Purchaser and Seller in writing prior to Closing; and "Excluded Items" means all other FF&E not so identified and shall be deemed Personal Property being transferred with the Premises under the Bill of Sale and Assignment. Seller shall deliver to Purchaser on or before Closing any available warranties, maintenance records, and manuals, if any, for the Personal Property transferred to Purchaser. Seller shall remove all Retained Items at Seller's expense no later than three (3) business days prior to Closing, unless the parties agree in writing to a different schedule (not to exceed 30 days post-Closing).

14. To the extent permitted by law, 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, injuries, losses or expenses (including reasonable attorneys' fees) to the extent arising out of Purchaser's or its officers, directors, employees, contractors, or agents' entry upon, inspection of, or other due diligence Evaluations/activities conducted on the Premises prior to Closing. Notwithstanding the foregoing, Purchaser shall not be required to indemnify Seller for claims arising out of the Sellers's negligence. Nothing herein shall be construed as a waiver of governmental immunity or as the assumption by Purchaser of any liability which it is prohibited from assuming by law.

15. Seller acknowledges that it has retained the services of Great Northern Consulting Group in negotiating the sale of the Premises and Seller acknowledges its responsibility to pay Great Northern Consulting Group any fees associated with Great Northern Consulting Group's participation in this transaction. Seller further represents and warrants that no other broker or real estate agency is involved in the negotiation or consummation of this transaction. Purchaser warrants and represents to Seller 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.

16. The parties acknowledge and agree that, upon approval of this Agreement by their respective governing bodies, the Lake Orion Community Schools Board of Education shall be deemed to have delegated to the Superintendent, and the Orion Township Board of Trustees shall be deemed to have delegated to the Township Supervisor, full authority to approve, in their mutual discretion, reasonable extensions of any dates, deadlines, time periods, or procedural requirements contained in this Agreement. Any such extension shall be mutually agreed to in writing by the Superintendent and the Township Supervisor, shall be binding on both Parties and shall not require further approval, ratification, or action by the Board of Education or the Township Board of Trustees. This delegated administrative authority is intended to facilitate efficient administration of this Agreement and shall not be construed as permitting either Party to modify substantive financial terms, the Purchase Price, or any material conveyance terms without governing body approval.

17. From and after the Date of this Agreement, 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. Purchaser's obligations under this Paragraph apply solely prior to Closing and shall not survive Closing

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

19. Whenever in this Agreement 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.

20. No waiver of any of the provisions of this Agreement 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.

21. This Agreement 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 Oakland County, Michigan.

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

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

24. This Agreement 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 Agreement may be amended only by a writing signed by the parties.

25. The Parties' agree that it is Purchaser's intention to utilize the Premises, including the real as a municipal park and/or for other public purposes.

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

**PURCHASER:**

**CHARTER TOWNSHIP OF ORION**

By: \_\_\_\_\_  
Chris Barnett

Its: Supervisor

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

**SELLER:**

**LAKE ORION COMMUNITY SCHOOLS**

By: \_\_\_\_\_  
Heidi Mercer

Its: Superintendent

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

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

Land in the Township of Orion, Oakland County, MI, described as follows:

Part of the Southeast 1/4 of the Northwest 1/4 of Section 10, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan and described as beginning at the Center of said Section 10, thence South 89 degrees 27 minutes West along the East and West 1/4 line of said Section 10 a distance of 599.80 feet, thence North 48 degrees 11 minutes West 278.75 feet, thence North 30 degrees 57 minutes 40 seconds East 520.70 feet, thence North 65 degrees 54 minutes East 595.33 feet to the North and South 1/4 line of said Section 10, thence South 0 degrees 15 minutes West along said North and South 1/4 line 869.71 feet to the point of beginning.

Sidwell Number: 09-10-177-001



## **EXHIBIT B**

### **WARRANTY DEED**

This Indenture, made the \_\_\_\_ day of \_\_\_\_\_, 202\_\_ between LAKE ORION COMMUNITY SCHOOLS, formerly known as Lake Orion Community School District (hereinafter called the "Grantor"), whose address is 315 North Lapeer Street, Lake Orion, Michigan 48362, and Orion Township (hereinafter called Grantee"), whose address is 2323 Joslyn Road, Lake Orion, Michigan, 48360. The Grantor hereby conveys and warrants to the Grantee the following described premises situated in Township of Orion, Oakland County, Michigan, described as:

Part of the Southeast 1/4 of the Northwest 1/4 of Section 10, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan and described as beginning at the Center of said Section 10, thence South 89 degrees 27 minutes West along the East and West 1/4 line of said Section 10 a distance of 599.80 feet, thence North 48 degrees 11 minutes West 278.75 feet, thence North 30 degrees 57 minutes 40 seconds East 520.70 feet, thence North 65 degrees 54 minutes East 595.33 feet to the North and South 1/4 line of said Section 10, thence South 0 degrees 15 minutes West along said North and South 1/4 line 869.71 feet to the point of beginning.

Together with all tenements, hereditaments, appurtenances and improvements thereunto belonging or in any way appertaining for the sum of \_\_\_\_\_ and 00/100 (\$ \_\_\_\_\_ .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.
4. The following covenant running with the land: For a period of ten (10) years from the date of this Warranty Deed, if the Grantee sells, assigns or otherwise transfer its interest in the Premises to an unaffiliated third party, then Grantee shall pay to Grantor half of the difference between the purchase price paid under this Warranty Deed and the purchase price paid to Grantee by said third party purchaser.

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:**

**LAKE ORION COMMUNITY SCHOOLS**

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

Its: \_\_\_\_\_

STATE OF MICHIGAN    )  
                                  )SS  
COUNTY OF OAKLAND )

On \_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, the undersigned notary public in and for said County, personally appeared \_\_\_\_\_, \_\_\_\_\_ of Lake Orion Community Schools, to me known to be the same person who executed the within instrument on behalf of Lake Orion Community Schools, and who acknowledges the same to be the free act and deed of Lake Orion Community Schools.

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

This Instrument Drafted By:

Dana L. Abrahams, Esq.  
CLARK HILL PLC  
151 S. Old Woodward Ave., Suite 200  
Birmingham, MI 48009

When Recorded Return to:

Grantee

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

Transfer Tax:    *Exempt pursuant to MCLA 207.505(h)(i) and 207.526(h)(i)*

Sidwell Number: 09-10-177-001

**EXHIBIT C**

**RELEASE AND HOLD HARMLESS**

The undersigned, in consideration of the permission of LAKE ORION COMMUNITY 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 reasonable attorney fees) and claims incurred by the undersigned resulting in any way from the undersigned’s entry upon and Inspections of the Premises, except to the extent caused by the acts, omissions, or negligence of Owner or Owner’s agents, employees, or contractors. This Release applies only to entries and Inspections conducted prior to Closing in connection with Purchaser’s Evaluations and shall not operate to waive or release any rights or remedies of Purchaser under the Purchase Agreement or applicable law.

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WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

## **EXHIBIT D**

### **BILL OF SALE AND ASSIGNMENT**

This BILL OF SALE ("Agreement") is made as of \_\_\_\_\_, 20\_\_\_\_, by and between LAKE ORION COMMUNITY SCHOOLS, a Michigan general powers school district, whose address is 315 North Lapeer Street, Lake Orion, Michigan 48362 (hereinafter "Seller") and ORION TOWNSHIP, a Michigan municipal corporation, whose address is 2323 Joslyn Road, Lake Orion, Michigan, 48360 (hereinafter "Purchaser").

#### **RECITALS:**

A. Seller and Purchaser entered into a certain Agreement To Purchase dated \_\_\_\_\_, 202\_\_\_\_ (the "Purchase Agreement") with respect to the sale of certain real property located at 590 Pine Tree Road, formerly known as Pine Tree Elementary School (the "Premises").

B. Seller desires to assign and transfer all of the Personal Property identified in Paragraph 13 of the Purchase Agreement owned by Seller and located in or on the Premises (the "Personal Property") to Purchaser.

C. All initially capitalized terms used herein but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby transfers, conveys, grants, and assigns to Purchaser the Personal Property.

1. Seller hereby represents and warrants to Purchaser that Seller owns the Personal Property free and clear of all liens, charges and encumbrances, Seller has sole right, power and authority to sell the Personal Property, and Seller will warrant and defend the title thereto to Purchaser, its successors and assigns, against the claims and demands of all persons.

2. Except for the warranties expressly set forth in Paragraph 1, the subject Personal Property is hereby conveyed to Assignee in AS IS, WHERE IS CONDITION, AND THAT THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PERSONAL PROPERTY.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

4. Purchaser hereby expressly remises, releases and forever discharges Seller, its Board of Education and each member thereof, its administrators, employees and agents, past, present, and future, of and from any and all obligations, claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, damages, injuries, costs, expenses, including actual attorney's fees and

actual expert witness fees, arising out of or in connection with Purchaser's use, operation, maintenance or resale of the above-described Personal Property or Purchaser's employees, contractors, agents, licensees or invitees use, operation, maintenance or resale of the above-described Personal Property.

5. Purchaser hereby agrees to indemnify, defend and hold harmless Seller, its Board of Education and each member thereof, its administrators, employees and agents, past, present, and future, from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, damages, injuries, costs, expenses, including actual attorney's fees and actual expert witness fees, arising out of or in connection with Purchaser's use, operation, maintenance or resale of the above-described Personal Property or Purchaser's employees, contractors, agents, licensees or invitees use, operation, maintenance or resale of the above-described Personal Property.

6. This Bill of Sale and Assignment shall be governed by the laws of the State of Michigan, with venue being Oakland County, Michigan. If a court of competent jurisdiction holds any section, subsection or provision of this Bill of Sale as unenforceable, the remaining sections, subsections and provisions will remain in full force and effect.

7. This Bill of Sale and Assignment is subject to the terms of the Purchase Agreement and does not supersede inconsistent obligations in the Purchase Agreement. This Bill of Sale and Assignment 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 Bill of Sale may be signed in counterparts, and delivered via electronic means, together which shall constitute an original.

**PURCHASER:**

**CHARTER TOWNSHIP OF ORION**

By: \_\_\_\_\_  
Chris Barnett

Its: Supervisor

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

**SELLER:**  
**LAKE ORION COMMUNITY SCHOOLS**

By: \_\_\_\_\_  
Heidi Mercer

Its: Superintendent

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