

OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED Purchaser hereby offers and agrees to purchase the following land situated in the City of Livonia, Wayne County, Michigan, described as follows:

6.14 +/- acres of vacant land, more particularly described on **Exhibit A** attached hereto subject to survey as provided for in Paragraph 9(D) below (the "Premises"),

subject to the existing building and use restrictions, easements, and zoning ordinances, if any, 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. The purchase price for the Premises shall be the sum of One Hundred and Eighty Thousand and 00/100 (\$180,000.00) 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, Seller agrees to furnish Purchaser as soon as possible a Commitment for Title Insurance (the "Commitment"), through 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. 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 elect to enforce the terms hereof or declare a breach hereunder and terminate this Offer upon written notice to Purchaser providing Purchaser with five (5) days' notice to cure the default described in said written notice.

4. In the event of default of the terms and conditions of this Offer by the Seller hereunder, the Purchaser may elect to enforce the terms hereof or declare a breach hereunder and terminate this Offer upon written notice to Seller providing Seller with five (5) days' notice to cure the default described in said written notice.

5. If written objection to the Title is made within thirty (30) 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 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 within ten (10) days of receipt thereof or upon the Closing date set 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. Other Closing 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. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

9. 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 sixty (60) 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 as a church, and its related activities, except for the restriction contained in Paragraph 22 hereof ("Intended Purpose"). 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 without penalty or liability, 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 9 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 by notifying the Seller in writing, and the Closing shall take place in accordance with Paragraph 12.

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 PARAGRAPHS 10 AND 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 9, 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.

C. Purchaser, at its sole cost and expense shall be obligated to obtain: (1) any and all land use approvals required by the City of Livonia, the County of Wayne, or the State of Michigan for the development and use of the Premises for Purchaser's Intended Purpose; and (2) the approval and consent of the City of Livonia to split the Premises from the approximately 35.53 +/- acre parent parcel and obtaining a new Sidwell number for the Premises (the "Lot Split"). In the event the Purchaser has not received both the land use approvals required by the City of Livonia, the County of Wayne, or the State of Michigan for the development of its Intended Purpose and the Lot Split by the expiration of the Inspection Period, then the Purchaser may elect to extend this Agreement for up to one additional period of thirty (30) days to provide more time to receive those approvals (which extended time period is referred to in this Agreement as the "Approval Period") by delivering written notice of its election to extend to the Seller (the "Extension Notice"). In order for the Extension Notice to be effective, it shall include with the Extension Notice a written waiver by the Purchaser of all other issues and contingencies relating to the Premises (as contemplated by Paragraph 9 above) with regard to the purchase of the Premises, and following such election to exercise the Approval Period, the Purchaser shall not be permitted to terminate this Agreement for any reason except for the failure of the City of Livonia, the County of Wayne, or the State of Michigan to grant any land use approvals requested by Purchaser for the Purchaser's development of the Premises or for failure to obtain the Lot Split. Purchaser shall use reasonable commercial efforts to obtain any such rezoning, site plan approvals, the Lot Split and other land approvals. Seller shall reasonably cooperate with Purchaser, at no cost or expense to Seller, in obtaining such rezoning, site plan approvals, Lot Split and land approvals.

D. The Purchaser, at Purchaser's sole cost and expense, shall order and obtain an ALTA survey of the Premises during Purchaser's Inspection Period (the "Survey") from a registered surveyor of its choosing for delivery to the Seller and the Title Company, which Survey shall establish the acreage and legal description for the Premises, and of Seller's remaining parent parcel as necessary to obtain the Lot Split, if required by the City of Livonia, and said legal description in the Survey shall be attached to this Agreement as **Exhibit A** and become the legal description of the Property. If Purchaser is not satisfied with the results of the Survey for any reason related to title, marketability, or Purchaser's use of the Premises, for its Intended Purpose or if, for any reason, the Survey is insufficient to cause the Survey exception to be deleted from the standard exceptions to the policy of title insurance, Purchaser shall so notify Seller in writing and the Seller shall have thirty (30) days from the date it receives notice in writing of the particular defects claimed to remedy the defects set forth in said written notice, although Seller shall have no obligation to cure or to obtain insurance over such defects. If the Seller cannot remedy said defects in the Survey within the allotted time, this Agreement shall be terminated and of no further force and effect. If Seller is not satisfied with the results of the Survey as true and accurate, Seller shall notify Purchaser in writing to request

modification, and Purchaser shall procure, at its sole cost and expense, a revised land Survey. Seller shall approve the Survey prior to it becoming the legal description for the Premises.

10. Seller represents and warrants, and this representation shall survive the Closing for a period of six (6) months only, that, to the best of its present knowledge, without any independent inquiry, investigation or testing for Hazardous Materials or any other matter:

A. The Premises are free of Hazardous Materials to the extent that any such presence of Hazardous Materials would have a material adverse effect on the Premises, Purchaser understands and acknowledges that Seller has not conducted, nor shall Seller be obligated to conduct, Phase I or Phase II investigations of the Premises. "Hazardous Materials" shall mean (i) any hazardous or regulated substance as defined by Environmental Laws (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. "Environmental Laws" shall mean all federal, state and local environmental laws, including, but not limited to, The Hazardous Materials Transportation Act, (49 USC §§ 1801 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 *et seq.*) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*), Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 *et seq.*) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 *et seq.* ("EPCRA"), the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended; and

B. Seller has not used the Premises for the purpose of using, generating, manufacturing, transporting, treating, storing, processing, disposing, discharging, emitting or releasing Hazardous Materials, except for Hazardous Materials which are used in the ordinary course of the Seller's business in a manner which is in material compliance with Environmental Laws.

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 thirty (30) days of the later of the satisfaction of the conditions listed in Paragraph 9 of this Offer 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 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 agrees to indemnify and hold Seller harmless from any claims, suits, damages, costs, losses and any expenses resulting and arising from and out of Purchaser's or their 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. Seller represents and warrants that no 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.

15. Except as expressly set forth herein, 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.

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. This Offer may be executed by the parties and may be effective when sent by facsimile.

21. 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.

22. The parties agree and acknowledge that the Purchase Price for the Premises was agreed to by the Seller based upon the Seller's assessment that the sales price is commensurate with the Intended Purpose of the Premises proposed by Purchaser. However, were another use contemplated which is not included in the uses identified below, the Seller would conduct its assessment of the Purchase Price in that context and not agreed to the Purchase Price stated herein. To ensure Purchaser's development of the Premises in accordance with its Intended Purpose, Purchaser shall provide Seller with copies of any and all documents that it plans to submit to the City of Livonia 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.

Accordingly, in light of \$100.00 of separate valuable consideration from Seller to Purchaser, the receipt of which is hereby acknowledged, which shall form an additional contractual agreement between the parties, the parties agree as follows: Purchaser acknowledges and agrees that the Premises shall not be used for any K-12 elementary and/or secondary non-public or private school purposes after the date of Closing. This restriction shall not preclude use of the Premises for Purchaser's Intended Use, including religious, general community education and recreation activities, including, but not limited to the following: non-public, private pre-school (pre-K) education; children's play areas, athletic fields and parking; Bible Study, Sunday and Vacation Bible Schools; youth, parenting/family and senior programs; computer training; foreign language education; physical, mental/emotional health classes and career training/counseling. If the Premises are ever used in violation of this restriction (i.e. for any K-12 elementary and/or secondary non-public or private school purposes), then in that event, Seller shall notify Purchaser and give Purchaser thirty (30) days to investigate the alleged violation and either refute the alleged violation or acknowledge the violation and propose a remedy to cure the violation within a reasonable period of time (the "Cure Period") as mutually agreed by the parties. In the event that such violation is not cured within the Cure Period, then the Premises shall automatically revert to Seller. If a dispute arises between Seller and Purchaser after Closing as to whether Purchaser is using the Premises in violation of this Paragraph, then Purchaser and Seller agree to submit such dispute to a third-party independent arbitrator mutually acceptable to both Seller and Purchaser. Said arbitrator shall be limited to determining whether Purchaser's use of the Premises is in violation of this Paragraph and such proceedings shall take place in accordance with the rules of the American Arbitration Association. Such arbitration shall take place in the State of Michigan, County of Wayne. If the arbitrator determines Purchaser's use is in violation of this Paragraph, the aforementioned reversion shall automatically be effective and Purchaser shall immediately execute any and all documents necessary to effectuate such reversion. These obligations of Purchaser and Seller shall survive the Closing. However, it is understood that Seller or its successors may, in the future, consider

extinguishing this restriction/right of reverter, if circumstances change, without the need for additional consideration from Purchaser by recording a termination of said restriction/right of reverter with the Wayne County Register of Deeds.

IN THE PRESENCE OF:

PURCHASER:

**ST. MARY ANTIOCHIAN ORTHODOX
CHURCH**

By: _____

Its: _____

Date: _____

IN THE PRESENCE OF:

SELLER:

LIVONIA PUBLIC SCHOOLS

By: _____

Its: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

(See Depiction of the Premises attached)

The land is situated in the City of Livonia, County of Wayne, State of Michigan, and described as follows:

(To be attached pursuant to Paragraph 9(D) below)

EXHIBIT B

WARRANTY DEED

This Indenture, made the ____ day of _____, 201__ between LIVONIA PUBLIC SCHOOLS (hereinafter called the "Grantor"), a Michigan general powers school district, whose address is 15125 Farmington Road, Livonia, Michigan 48154, and ST. MARY ANTIOCHIAN ORTHODOX CHURCH, (hereinafter called Grantee"), a Michigan non-profit corporation, whose address is 18100 Merriman Road, Livonia, Michigan 48152. The Grantor hereby conveys and warrants to the Grantee the following described premises situated in the City of Livonia, Wayne County, Michigan, described as:

(the "Premises"),

Together with all tenements, hereditaments, appurtenances and improvements thereunto belonging or in any way appertaining for the sum of _____ and 00/100 (\$_____) 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 right of reverter running with the land: The Premises shall not be used for any K-12 elementary and/or secondary non-public or private school purposes from the date hereof, and if the Premises are used in violation of this restriction, then the Premises shall automatically revert to Grantor. Notwithstanding the foregoing, if the Premises are ever used in violation of this restriction (i.e. for any K-12 elementary and/or secondary non-public or private school purposes), then in that event, Seller shall notify Purchaser and give Purchaser thirty (30) days to investigate the alleged violation and either refute the alleged violation or acknowledge the violation and propose a remedy to cure the violation within a reasonable period of time (the "Cure Period") as mutually agreed by the parties. In the event that such violation is not cured within the Cure Period, then the Premises shall automatically revert to Seller, subject to the terms and conditions of Paragraph 22 of the Offer to Purchase Real Estate between Grantor and Grantee dated _____, 2017 (the "Offer To Purchase"). This restriction shall not preclude use of the Premises for Purchaser's Intended Use as a church, and its related activities, as the same is defined in Paragraph 9(A) of the Offer To Purchase including religious, general community education and recreation activities, including, but not limited to the following: non-public, private pre-school (pre-K) education; children's play areas, athletic

fields and parking; Bible Study, Sunday and Vacation Bible Schools; youth, parenting/family and senior programs; computer training; foreign language education; physical, mental/emotional health classes and career training/counseling. However, it is understood that Grantor or its successors may, in the future, consider extinguishing this restriction/right of reverter, if circumstances change, without the need for additional consideration from Grantee by recording a termination of said restriction/right of reverter with the Wayne County Register of Deeds.

Grantor grants to Grantee the right to make zero (0) 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: _____

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

On ____ day of _____, 201__, before me, the undersigned notary public in and for said County, personally appeared _____, _____ of Livonia Public Schools, to me known to be the same person who executed the within instrument on behalf of Livonia Public Schools, and who acknowledges the same to be the free act and deed of Livonia Public 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 No: _____

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:

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