

## PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement") is entered into as of March \_\_\_\_, 2011 (the "Effective Date"), by and between **Livonia Public Schools**, a Michigan general powers school district, whose address is 15125 Farmington Road, Livonia, Michigan 48154 (the "Seller"), and **St. Mary Antiochian Orthodox Church**, a Michigan non-profit corporation, whose address is 18100 Merriman Road, Livonia, Michigan 48152 (the "Purchaser").

1. Background. Seller is the owner of a parcel of vacant real property located in the City of Livonia, County of Wayne, State of Michigan consisting of approximately 5.52+/- acres of land as described on the attached **Exhibit A**, subject to survey as provided for in Paragraph 7(b) hereof (the "Premises"). The Purchaser is a Michigan non-profit organization which desires to purchase the Premises. This Agreement sets forth the terms and conditions upon which the Purchaser agrees to purchase the Premises from the Seller.
2. Purchase and Sale. The Seller agrees to sell the Premises to the Purchaser and the Purchaser agrees to purchase the Premises from the Seller, together with all easements, rights, hereditaments, and appurtenances, and subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the terms and conditions of this Agreement.
3. Purchase Price. The sale of the Premises is to be consummated by CASH SALE, delivery of the Warranty Deed attached hereto marked as **Exhibit B** conveying marketable title. At Closing (as defined in this Agreement), the Purchaser shall pay the Seller a purchase price of One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00) for the Premises (the "Purchase Price"). The entire Purchase Price shall be paid in immediately available funds by either cash, certified check or direct wire transfer, at Seller's option, at Closing.
4. Due Diligence and Approval Time Periods. The Purchaser shall have the right to conduct a due diligence review of the Premises as follows:
  - a. Purchaser's satisfaction with the Premises following Purchaser's Due Diligence Period. The term "Due Diligence Period" shall mean the one hundred and twenty (120) day period beginning on the Effective Date. During the Due Diligence Period, subject to Paragraph 5 below, Purchaser shall have the opportunity to conduct Purchaser's investigations, evaluations and testing of the Premises (both above ground and below ground) as Purchaser deems appropriate in order to determine if the Premises is satisfactory and suitable for Purchaser's intended use and enjoyment (the "Purchaser's Evaluations"). Purchaser's Evaluations may include, but shall not be limited to: (i) a physical inspection of all aspects of the Premises; (ii) perform any 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, 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 the Survey or any other survey(s). 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 Purchaser's Evaluations.

- b. In the event that on or before the expiration of the Due Diligence Period the Purchaser shall give written notice to the Seller, that Purchaser elects to terminate this Agreement, for any reason as determined in its sole discretion (the "Notice of Termination"), this Agreement shall automatically terminate, and neither the Seller nor the Purchaser shall have any further rights or obligations under this Agreement, except that Purchaser shall deliver 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 or surveys prepared by, or on behalf of, Purchaser in accordance with this Paragraph 4 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. In the event that the Purchaser shall fail either to give Seller a written Notice of Termination or an Extension Notice (as defined in Paragraph 4(c) below) within the Due Diligence Period, the Purchaser shall be obligated to close upon the terms stated in this Agreement without further extensions. Furthermore, if Purchaser does not terminate this Agreement by providing the required Notice of Termination within the Due Diligence Period, irrespective of Purchaser's election to exercise the Approval Period provided in Paragraph 4(c) below, PURCHASER ACKNOWLEDGES THAT IT HAS ACCEPTED THE PREMISES AND PURCHASER TAKES THE PREMISES "AS IS." EXCEPT AS PROVIDED IN THIS AGREEMENT, SELLER HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO, SOIL CONDITIONS OF THE PREMISES, EASEMENTS, BUILDING AND USE RESTRICTIONS, AVAILABILITY OF UTILITIES, OR ANY OTHER MATTER CONTEMPLATED IN THIS PARAGRAPH 4, AND THAT PURCHASER ASSUMES ALL RESPONSIBILITY FOR ANY 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 AGAINST SELLER RELATING TO THE PREMISES AND ARISING UNDER ANY ENVIRONMENTAL LAWS.
- 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 of a Community Activity/Senior Center on the Premises; and (2) the approval and consent of the City of Livonia to split the

Premises from the approximately 40+/- 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 a Community Activity/Senior Center on the Premises and the Lot Split by the expiration of the Due Diligence Period, then the Purchaser may elect to extend this Agreement for up to one additional period of ninety (90) 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 4(b) 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.

5. Purchaser's Access to Premises. During the Due Diligence Period and the Approval Period, the Purchaser and its employees, agents, contractors, and invitees shall have reasonable access to the Premises for purpose of performing Purchaser's Evaluations on the Premises, provided that Purchaser has executed the attached Release and marked as Exhibit C and obtained such a Release from its Representatives. Purchaser shall indemnify and hold Seller free and harmless from and against any liability arising from Purchaser's Evaluations or Purchaser's or its Representatives access to the Premises. During such time as the Purchaser, its employees, agents, contractors, or invitees are on the Premises, such employees, agents, contractors, or invitees shall not unreasonably interfere with any use of the Premises by the Seller.
6. Closing Conditions, Closing Date and Possession. This Agreement, the Closing and all of Purchaser's and Seller's obligations hereunder are contingent upon the following (collectively the "Closing Conditions"):
  - a. Purchaser acknowledges that Seller requires access over a portion of the Premises and that at Closing the parties shall execute and record the form of Storm Sewer Easement Agreement, attached hereto and incorporated herein by reference as Exhibit D.
  - b. Purchaser and Seller entering into a Post-Closing Obligation Agreement at Closing to address Seller's and Purchaser's understanding and obligations regarding the Seller granting Purchaser an easement over a portion of Seller's remaining property to permit Purchaser to install, at its sole cost and expense, a new sanitary sewer line

to service the Premises and Seller's remaining property, provided that as a condition precedent to such agreement, Seller and Purchaser shall have the opportunity to investigate, during the Due Diligence Period, the availability and condition of sanitary sewerage services and systems including, any requirements or conditions of the City, or limitations on the sanitary sewerage services, and if the Seller or Purchaser are not satisfied with the results of such investigations, in their sole and absolute discretion, either party has the right to terminate this Agreement during the Due Diligence Period, without penalty or liability, or the parties can agree to close without the requirement of entering into said Post-Closing Obligation Agreement with respect to said sanitary sewer easement.

The Post-Closing Obligation Agreement shall include, but shall not be limited to, the following:

- i. The City must approve any connection plan and consider accepting dedication of the sanitary sewer line installed by Purchaser.
- ii. Purchaser agrees that it shall install, at its sole cost and expense, the new sanitary sewer line in a location acceptable to the Seller, in its sole and absolute discretion, and said new sanitary sewer line will be of a capacity to accommodate the activities of Purchaser on the Premises, and any potential future use of the property being retained by Seller.
- iii. Purchaser shall be responsible for maintaining, at its sole cost and expense, the new sanitary sewer line, except to the extent caused by the acts or omissions of Seller. Notwithstanding the above, if Seller taps into the new sanitary sewer line, the parties agree that an easement shall be entered into by the parties to address maintenance, repair and replacement as well as restoration obligations relating to the sanitary sewer line. To that end, the easement agreement will clarify that each party shall be responsible for liabilities and costs incurred arising out of their own acts or omissions.
- iv. At the time Purchaser begins construction on the Premises, Purchaser agrees, at its sole cost and expense, to cap the existing sanitary sewer line currently located on Seller's property and partially on the Premises along the new property line between the Premises and Seller's remaining property, as mutually agreed to by Seller and Purchaser. Within five (5) years from the date of Closing, in the event that the existing sanitary sewer line on the Premises is not capped because the same does not interfere with Purchaser's intended use as defined in Paragraph 19 below, Purchaser shall grant an easement to Seller for access to and use of the existing sanitary sewer line on the Premises. Prior to an easement being entered into by and between the parties and prior to any such capping, Seller shall have the right to enter onto the Premises in order to maintain the existing sanitary sewer line. In that event, Seller, at its sole cost and expense, shall have the obligation to restore the Premises upon completion of said construction to a condition as good as its condition

prior to such work.

- v. Purchaser and Seller agree that at the time of capping of the existing sanitary sewer line, Purchaser shall have the right to enter upon Seller's remaining property in order to cap the same. In that event, Purchaser, at its sole cost and expense, shall have the obligation to restore Seller's property upon completion of said construction to a condition as good as its condition prior to such work.
- vi. Purchaser shall grant to Seller the right to use Purchaser's parking lots in existence now or if later constructed, for overflow parking related to school events and activities of the Seller, only when such parking lots are not in use by Purchaser. The right to use Purchaser's parking lots shall only apply and be operative when Seller, or a successor public school district is operating a school building on the adjacent property (former-Bryant School site). If Seller, or a successor public district, later transfers ownership of the former-Bryant School site to a private owner, the right to use Purchaser's parking lots shall be extinguished. The Post-Closing Obligation Agreement shall require Seller to maintain general liability insurance and name Purchaser as an additional insured on said policy prior to any use of said parking lots by Seller.

The Purchaser and the Seller shall close the sale and purchase of the Premises from the Seller to the Purchaser (the "Closing") within 30 days after the end of the Due Diligence Period, or the Approval Period, if exercised. If at a date beyond the execution of this Agreement, the Purchaser and Seller elect to close the sale before the expiration of the Due Diligence Period, or the Approval Period, then the parties may set a revised closing date by mutually signed written agreement. The Closing shall take place at the office of the title insurance company involved in the transaction or at such other location as shall be mutually agreeable to the Seller and the Purchaser.

7. Delivery of Documents. Promptly following the execution of this Agreement by Seller and Purchaser:

- a. The Seller shall provide to Purchaser, at Seller's sole cost and expense, a Commitment for Title Insurance for an owner's policy of title insurance for the Premises, without standard exceptions (except for the "survey" exception, which shall be removed only if Purchaser provides the Title Company with the appropriate survey in accordance with Paragraph 7(b) below) in the amount of the Purchase Price issued by the William T. Sheahan Title Company (the "Title Company") and deliver a copy of the Commitment to the Purchaser and the surveyor of the Premises upon receipt of the Commitment, which shall include copies of recorded documents evidencing easements, restrictions, or matters affecting Seller's title to or use of the Premises. If written objection to the Title is made within five (5) days of delivery of the Commitment for Title Insurance, 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 (1) to remedy the title defects set forth in said written notice

or (2) terminate this Agreement. Notwithstanding the above, Purchaser may, at any time during the thirty (30) day cure period, waive the conditions of this Paragraph and accept the Title defects and accept the title "As Is." If the Seller is able to remedy such defects within the time specified as evidenced by written notification, revised commitment or endorsement to the Commitment, the Purchaser agrees to complete the sale within the later of ten (10) days of receipt thereof or upon the Closing date set forth in Paragraph 6 above.

- b. The Purchaser, at Purchaser's sole cost and expense, shall order an ALTA survey of the Premises 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, 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. 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's designee is not satisfied with the results of the survey as true and accurate, Seller's designee 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, provided however, if Seller's designee does not provide Purchaser with written approval or notification objecting to the survey following a 14 day period after its receipt of the same, then Purchaser shall consider the survey to be true and accurate based upon Seller's acceptance and will proceed to Closing.
  - c. The Purchaser shall present to the Seller an environmental certificate for the Seller to complete and return to Purchaser within 30 days with regard to the Seller's present knowledge, without any independent inquiry or investigation, concerning the environmental condition of the Premises. To the extent there is any change in the Seller's knowledge of the Premises during the term of this Agreement the Seller shall promptly inform the Purchaser of that change and shall recertify as to the correctness of the certificate at the Closing.
8. Assessments. All special assessments, deferred assessments, hook up charges or other fees, assessments, or charges imposed against the Premises which exist as of the Effective Date of this Agreement shall be paid by the Seller at or before Closing. All special assessments which are assessed after the Effective Date shall be paid by the Purchaser. All real property taxes on the land 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 are 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 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.

9. Condemnation. In the event that all or any portion of the Premises shall be taken by the exercise of eminent domain or condemnation proceedings prior to Closing, the Purchaser may, at its option, terminate this Agreement by giving written notice to the Seller. In the event of such a termination, this Agreement shall be null and void and the parties shall have no further rights or obligations under this Agreement.
10. Seller's Default. In the event of any default by the Seller which continues without cure for a period of 10 days after delivery by the Purchaser of written notice to the Seller, the Purchaser shall have the right (but not the obligation) to terminate this Agreement by notice to the Seller within 15 days after the occurrence of the default, or to enforce Purchaser's rights through specific performance.
11. Purchaser's Default. In the event of any default by the Purchaser which continues without cure for a period of 10 days after the delivery by the Seller of written notice to the Purchaser, the Seller shall have the right (but not the obligation) to terminate this Agreement by notice to the Purchaser within 15 days after the occurrence of the default, or enforce Seller's rights through specific performance.
12. Closing. 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 4 of this Agreement ("Closing").
13. Real Estate Broker. The Seller and the Purchaser represent and warrant to each other that no real estate broker or any other person or entity has been involved in or is entitled to a commission as a result of the sale and purchase of the Premises contemplated by this Agreement. To the extent a commission or fee is claimed by any individual or entity as a result of its contacts with either the Seller or the Purchaser, that party against and through whom the commission or fee is claimed shall, to the extent permitted by law, indemnify the other party and be responsible for the payment of all costs of defending that claim, and to the extent it is to be paid, the liability for the payment of that commission or fee.
14. Notices. Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or facsimile transmission, and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Either party may change its address by giving notice of the change or a facsimile transmission number to the other as provided in this Paragraph.
15. Entire Agreement. This Agreement and all exhibits constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and all prior

agreements with respect to the Premises between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by the Seller and the Purchaser.

16. Applicable Law. This Agreement shall be applied, construed, and enforced in accordance with the laws of the State of Michigan, without giving effect to conflicts of laws principles. Venue for any disputes under this Agreement shall lie in Wayne County, Michigan.
17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party shall assign nor otherwise transfer its interest under this Agreement to any other third party without the prior approval of the other party to this Agreement, which approval shall not be unreasonably withheld.
18. Counterparts. This Agreement may be executed in one or two counterparts, each of which will be an original, and all of which together shall constitute one and the same document.
19. Intended Use of the Premises. Notwithstanding anything contained herein to the contrary, 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 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 used in violation of this restriction, then the Premises shall automatically revert to Seller. This obligation of Purchaser 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.

The Parties hereto have executed and delivered this Purchase Agreement as of the Effective Date.

**SELLER:**  
**Livonia Public Schools**

Dated: \_\_\_\_\_

By: /s/ \_\_\_\_\_  
**Randall Liepa, Ph.D.**

Its: **Superintendent**



**PURCHASER:**  
**St. Mary Antiochian Orthodox Church**

Dated: \_\_\_\_\_

By: /s/ \_\_\_\_\_  
**Maha Khalil**

Its: **President, St. Mary Parish Council**

**EXHIBIT A**

**LEGAL DESCRIPTION OF PREMISES**

**TO BE ATTACHED PURSUANT TO PARAGRAPH 7(b)**

## **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 ST. MARY ANTIOCIAN ORTHODOX CHURCH, (hereinafter called Grantee"), whose address is 18100 Merriman Road, Livonia, Michigan 48152. The Grantor hereby conveys and warrants to the Grantee the following described Property situated in the City of Livonia, Wayne County, Michigan, described as:

A 5.52+/- acre parcel, more particularly described on **Exhibit A** attached hereto, subject to survey as provided for in Paragraph 7.b. of the Purchase Agreement (the "Property"),

Together with all tenements, hereditaments, appurtenances and improvements thereunto belonging or in any way appertaining for the amount of consideration set forth on the Real Estate Transfer Valuation Affidavit being filed simultaneously herewith.

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;
3. Restrictions imposed by zoning ordinances or as part of a general plan; and
4. The following right of reverter running with the land: The Property 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 Property shall automatically revert to Grantor. This restriction shall not preclude use of the Property for 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 \_\_\_\_\_, 20\_\_, 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 Lapeer 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 No: \_\_\_\_\_

**EXHIBIT C**

**RELEASE AND HOLD HARMLESS**

The undersigned, in consideration of the permission of THE 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**

**STORM SEWER EASEMENT AGREEMENT**

**ATTACHED**

## **STORM SEWER EASEMENT AGREEMENT**

THIS STORM SEWER EASEMENT AGREEMENT ("Easement Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between **ST. MARY ANTIOCHIAN ORTHODOX CHURCH**, a Michigan Non-Profit Corporation, whose address is 18100 Merriman Road, Livonia, Michigan 48152 (hereinafter referred to as "Grantor"), and the **LIVONIA PUBLIC SCHOOLS**, a Michigan General Powers School District, whose address is 15125 Farmington Road, Livonia, Michigan 48154 (hereinafter referred to as "Grantee").

### **RECITALS**

A. The Grantor is the owner of certain real property as shown in the sketch and legally described on **Exhibit A**, which is attached hereto and incorporated herein by reference (hereinafter referred to as the "Premises"); and

B. The Grantee is the owner of certain real property adjacent to the Premises as shown in the sketch and legally described on **Exhibit B**, which is attached hereto and incorporated herein by reference (hereinafter referred to as the "Grantee's Property"), and uses a portion of the Premises to drain storm water from Grantee's Property over, under, across and through the Premises into \_\_\_\_\_; and

C. This Easement Agreement is being executed in furtherance of the Purchase Agreement dated \_\_\_\_\_, 2011 by and between Grantor and Grantee wherein Grantee sold the Premises to the Grantor ("Purchase Agreement"); and

D. As such, there was no drainage easement of record, since the Grantee was draining storm water over, under, across and through its own property; and

E. The Grantee conveyed the Premises to the Grantor of even date herewith; and

F. The Grantee desires to acquire from the Grantor certain rights to the Premises in order to continue to operate, maintain, repair and/or replace its storm sewer lines and related appurtenances (the "Storm Sewer System") thereon, so that storm water from Grantee's Property drains into the Storm Sewer System.

### **IT IS THEREFORE AGREED:**

1. **Grant of Easement.** In consideration of the sum of One and 00/100 (\$1.00) Dollar, and other valuable consideration, Grantor hereby grants to Grantee, its successors, assigns, employees, agents, contractors, guests and invitees (hereinafter "Grantee") a perpetual, nonexclusive surface and subsurface Storm Sewer System easement over, under, across and through a portion of the Premises as hereinafter described.

2. **Character of Easement.** The easement granted herein is appurtenant to the Premises.

3. **Purpose of Easement.** The easement granted herein shall be used for the purpose of the operation, maintenance, repair and/or replacement of the Storm Sewer System.

4. **Location and Description of Easement.** The location and legal description of the Storm Sewer System easement granted herein is shown in the sketch and legally described on **Exhibit C**, which is attached hereto and incorporated herein by reference (hereinafter referred to as the "Easement Area"). This Easement Agreement shall also allow Grantee a right of ingress and egress to the Easement Area through Grantor's Premises and within the Easement

Area described above for the purpose of the operation, maintenance, repair and/or replacement of the Storm Sewer System.

5. Maintenance, Repair and Replacement. The maintenance, repair and replacement of the Storm Sewer System shall be at the sole cost and expense of the Grantee. Notwithstanding the above, to the extent practicable, Grantee shall provide Grantor with thirty (30) days advanced notice prior to commencement of any maintenance, repair and replacement of the Storm Sewer System, except in emergency situations.

6. Restoration. If upon completion of maintenance, repair and replacement of the Storm Sewer System, the Premises have been affected in any manner by such work, Grantee shall, at its sole cost and expense, restore the Premises to a condition as good as its condition prior to such work.

7. Grantor's Rights. Grantor agrees not to construct or convey to others the right to construct any permanent structures in the above-described Easement Area.

8. Relocation. The parties acknowledge that Grantor's planned construction on the Premises may require the Grantor to relocate the Easement Area to a new location and/or require the Grantor to tap into and utilize the Grantee's Storm Sewer System. The parties further acknowledge that upon ninety (90) days advance written notice to Grantee, Grantor may, at its sole cost and expense, relocate the Easement Area to a new location on the Premises acceptable to Grantee (whose approval shall not be unreasonably withheld, delayed or conditioned) so long as: (A) Grantor is responsible for and pays all costs and expenses associated with relocating the Storm Sewer System located within the Easement Area to the new location; (B) Grantor obtains all required governmental permits and authorizations required for the relocation of the Storm Sewer System located in the Easement Area; (C) Grantor performs all work to relocate the Storm Sewer System located in the Easement Area (including all disconnection and hook-up) in a good and workmanlike manner and in compliance with all applicable laws; and (D) in such event, the parties shall execute and record a new easement agreement in a form reasonably acceptable to Grantor and Grantee under which Grantor grants to Grantee an easement (on terms substantially similar to the terms herein) with respect to the new Storm Sewer System. At that time, in the event that Grantor desires to tap into and utilize the Grantee's Storm Sewer System the parties agree that the new easement agreement will address maintenance, repair and replacement as well as restoration obligations relating to the Storm Water System. To that end, the new easement agreement will clarify that each party shall be responsible for liabilities and costs incurred arising out of their own acts or omissions.

9. Covenants to Run with Land. The covenants contained in this Easement Agreement shall run with the land and shall be binding upon the parties and their respective heirs, representatives and successors.

10. Recording of Easement. This Easement Agreement shall be executed in recordable form and shall be recorded with the Wayne County Register of Deeds.

11. Entire Agreement. This Easement Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Easement Agreement must be in writing and must be signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the day and year first above written.

**GRANTOR:**

**WITNESSES:**

**ST. MARY ANTIOCHIAN ORTHODOX CHURCH**

By: \_\_\_\_\_  
Maha Khalil

Its: President, St. Mary Parish Council



**GRANTEE:**

**WITNESSES:**

**LIVONIA PUBLIC SCHOOLS**

\_\_\_\_\_

By: \_\_\_\_\_  
Randall Liepa, Ph.D.

\_\_\_\_\_

Its: Superintendent

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF WAYNE )

On this \_\_\_\_ day of \_\_\_\_\_ 2011, before me personally appeared Maha Khalil, President of the St. Mary Parish Council, of ST. MARY ANTIOCHIAN ORTHODOX CHURCH, a Michigan Non-Profit Corporation, to me known to be the same person who executed the within instrument on behalf of ST. MARY ANTIOCHIAN ORTHODOX CHURCH and who acknowledges the same to be the free act and deed of ST. MARY ANTIOCHIAN ORTHODOX CHURCH.

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

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF WAYNE )

On this \_\_\_\_ day of \_\_\_\_\_ 2011, before me personally appeared Randall Liepa, Ph.D., Superintendent of LIVONIA PUBLIC SCHOOLS, a Michigan General Powers School District, 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, Michigan  
My commission expires:

Part of Sidwell No. \_\_\_\_\_

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

Drafted by:

When recorded return to:

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

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

This instrument is exempt from state and county transfer taxes pursuant to MCL 207.526(a) and MCL 207.505 (a).

**EXHIBIT A**  
**PREMISES SKETCH AND LEGAL DESCRIPTION**

**EXHIBIT B**  
**PROPERTY SKETCH AND LEGAL DESCRIPTION**

**EXHIBIT C**

**EASEMENT AREA SKETCH AND LEGAL DESCRIPTION**