

OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED, Purchaser, ADAMS PARK DEVELOPMENT LLC, hereby offers and agrees to purchase the following vacant real property situated in the City of Livonia, Wayne County, Michigan, described as follows:

12.71 +/- acres of vacant land formerly known as Adams Elementary School, commonly known as 28201 Lyndon Street, Livonia, Michigan, Sidwell Numbers 46-096-99-0004-000 and 46-095-99-0011-000, 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 purchase price for the Premises shall be the sum of Eight Hundred Fifty-Two Thousand and 00/100 (\$852,000.00) 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 with a Commitment for Title Insurance with 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 standard exceptions," Purchaser shall be responsible to obtain a survey within ninety (90) days of the Date of this Offer and verify that said survey is sufficient to allow the Title Company to issue such a Commitment. At 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, and if such default has not been cured by Purchaser within ten (10) days following receipt of written notice from Seller (or longer if curing said default requires more than ten (10) days, Purchaser is diligently pursuing the same, and Seller and Purchaser agree on a specific time period for curing such default) outlining such default, the Seller may, as its sole remedy, declare a breach hereunder, terminate this Offer and retain the Earnest Money Deposit as liquidated damages and be entitled to the Documents outlined in Paragraph 10(B) below.

4. In the event of default of the terms and conditions of this Offer by the Seller hereunder, and if such default has not been cured by Seller within ten (10) days following receipt of written notice from Purchaser (or longer if curing said default requires more than ten (10) days, Seller is diligently pursuing the same, and Seller and Purchaser agree on a specific time period for curing such default) outlining such default, the Purchaser may, at its option, elect to enforce the terms

hereof by specific performance or demand, and be entitled to, an immediate refund of its entire Earnest Money Deposit in full termination of this Offer.

5. If written objection to the title is made within five (5) days of receipt of delivery of the Commitment, that the title is not in the condition required for performance hereunder, the Seller shall have thirty (30) days from the date it receives notice in writing of the particular defects claimed either to: (1) remedy the title defects set forth in said written notice, although Seller shall have no obligation to cure or to obtain insurance over such defects, or (2) refund the Earnest Money Deposit in full termination of this Offer. Notwithstanding the above, Purchaser may, at any time during the thirty (30) day cure period, waive the conditions of this Paragraph 5 and accept the title in its "As Is" condition. If the Seller is able to remedy such defects within the time specified as evidenced by written notification, a revised Commitment or endorsement to the Commitment, the Purchaser agrees to complete the sale in accordance with the Closing date set forth in Paragraph 13.

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 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. 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 13.

8. Within three (3) business days of the Date of this Offer, Purchaser shall deposit the sum of Twenty Five Thousand and 00/100 (\$25,000.00) Dollars (the "Earnest Money Deposit") to be held 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 Offer and all of Purchaser's obligations hereunder are contingent upon all of the following:

A. Purchaser's satisfaction with the Premises following Purchaser's testing, analysis, inspection and evaluation of the Premises ("Purchaser's Evaluations"). Purchaser shall have ninety (90) days after the Date of this Offer ("Inspection Period") in which to conduct such investigations, evaluations and testing of the

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

B. In the event that Purchaser is dissatisfied with the results of Purchaser's Evaluations, in Purchaser's sole discretion, and Purchaser has notified Seller in writing prior to the expiration of said Inspection Period, Purchaser shall have the option to rescind and terminate this Offer and Seller shall return all of Purchaser's Earnest Money Deposit paid as of that time, provided that Purchaser delivers to the Seller, free of charge, a copy of, in both electronic and hard copy formats, any and all documents, engineering plans, construction drawings, reports, assessments, surveys or site plans and any other work product prepared by, or on behalf of, Purchaser in accordance with this Paragraph 10 or for the development of the Premises (the "Documents") and shall represent and warrant to the Seller that upon delivery of the Documents that the Documents are assigned to Seller and/or the Seller has permission from any and all other preparers of the Documents, to use the same in connection with the Premises. All of Purchaser's Evaluations shall be performed at the Purchaser's sole cost and expense. At any time during the Inspection Period, Purchaser may elect to purchase the Premises for the Purchase Price, less the Earnest Money Deposit, by notifying the Seller in writing, and the Closing shall take place in accordance with Paragraph 13.

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 TO WARRANTY OF TITLE AND AS PROVIDED IN PARAGRAPHS 11 AND 12 BELOW, SELLER HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO, EXTERIOR (E.G., SOIL, SURFACE WATER AND GROUNDWATER) CONDITIONS OF THE PREMISES, EASEMENTS, BUILDING AND USE RESTRICTIONS, AVAILABILITY OF UTILITIES, OR ANY OTHER MATTER CONTEMPLATED IN THIS PARAGRAPH 10, AND THAT PURCHASER ASSUMES ALL RESPONSIBILITY FOR ANY INJURIES, CONDITIONS OR DAMAGES CAUSED BY ANY SUCH MATTERS UPON TRANSFER OF TITLE. EXCEPT AS SPECIFICALLY PROVIDED IN THIS OFFER, UPON CLOSING, PURCHASER WAIVES AND RELEASES SELLER FROM ALL CLAIMS OR CAUSES OF ACTION THAT PURCHASER MAY NOW OR HEREAFTER HAVE, KNOWN OR UNKNOWN, AGAINST SELLER RELATING TO THE PREMISES, THIS OFFER OR ARISING UNDER ANY FEDERAL, STATE, OR LOCAL LAW, REGULATION, ORDINANCE, OR CODE THAT RELATES TO THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PREMISES.

D. At the expiration of the Inspection Period, there will be one (1) one two hundred thirty (230) day extension period available to Purchaser ("Extension Period"). At the commencement of the Extension Period, the Earnest Money Deposit shall become non-refundable to Purchaser, except as provided below in this Paragraph, but shall be applied toward the Purchase Price in the event of Closing. This Extension Period shall be deemed automatically exercised by Purchaser unless Purchaser shall give written notice to Seller prior to the expiration of the Inspection Period, that Purchaser is electing its right to terminate this Offer. If the Extension Period is automatically exercised because Purchaser does not give a written notice to terminate as provided above, Purchaser agrees to waive all contingencies enumerated in Paragraphs 10(A), (B) and (C) above, except that Purchaser may solely use the Extension Period in which to continue to pursue all necessary governmental approvals from the City of Livonia or other governmental entities having jurisdiction over the Premises (hereinafter collectively referred to as the "Governmental Approvals"). Purchaser agrees to commence the Governmental Approvals process and shall use its best efforts to obtain all necessary Governmental Approvals within the Extension Period. As part of these Governmental Approvals, Purchaser agrees that it shall secure, at its sole cost and expense, all necessary site plans and other engineering drawings and documentation necessary for the Purchaser to submit to the City of Livonia or other governmental agencies having jurisdiction over the Premises to obtain the Governmental Approvals. Notwithstanding the forgoing, if Purchaser does not obtain rezoning and site plan approval within the Extension Period, provided that Purchaser worked in good faith to achieve the same, then prior to the expiration of the Extension Period Purchaser may terminate this Offer, and if terminated due to

failure to obtain all of the Governmental Approvals, Purchaser shall be entitled to a refund of the Earnest Money Deposit; provided that, Purchaser provides to Seller, free of charge, the Documents in the form required in Paragraph 10(B) above.

11. 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, (47 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.

12. 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

13. 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 earlier date of: i) Purchaser's satisfaction of the conditions listed in Paragraph 10 of this Offer; or ii) Purchaser obtaining the last of the Governmental Approvals as described in Paragraph 10 of this Offer (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.

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

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. 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. Seller shall reasonably cooperate with Purchaser, at no cost or expense to Seller, by executing applications and other such documents, as the owner of the Premises, which may be reasonably requested by the Purchaser in connection with Purchaser obtaining rezoning, site plan approval and any other Governmental Approvals hereunder.

17. 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."

18. 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.

19. 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.

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

21. 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.

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

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

24. The Seller's Request For Proposals For Purchase of Real Property dated November 19, 2019 ("RFP") and the Purchaser's Proposal dated January 21, 2020, and amended February 19, 2020, under the name of Windmill Homes/SDC Ventures (which Adams Park Development LLC is a joint venture between the aforementioned two entities) are incorporated herein by this reference. The parties agree that where there is a conflict between the terms of this Offer and the Purchaser's Proposal, this Agreement shall take precedence.

25. Purchaser acknowledges that a school building (the "Building") and related infrastructure had existed on the Premises and Seller has demolished the Building and related infrastructure pursuant to the Demolition Plan for the Premises which was included in the RFP. Purchaser acknowledges it has had the opportunity to review the Demolition Plan for the Premises. If the Purchaser closes the purchase of the subject Premises, it takes the Premises As-Is. Notwithstanding the foregoing, in the event Purchaser subsequently discovers during excavations

of the Premises that the demolition was not done in accordance with the Demolition Plan, the Purchaser shall immediately notify the Seller in writing of the discovery of the condition so that the Seller can contact its demolition contractor to inspect the Premises. Based on its inspection, Seller and/or its demolition contractor shall propose in writing a plan to Purchaser correct the work that was not done in accordance with the Demolition Plan. Seller shall use its best efforts to have the inspection take place as soon as possible, but not later than five (5) business days of Seller's receipt of Purchaser's written notification. Seller, or its demolition contractor, shall correct the work that was not done in accordance with the Demolition Plan as soon as reasonably possible, but not later than fifteen (15) business days of Seller and Purchaser agreeing upon the plan. In the alternative, Seller and Purchaser may mutually agree that Purchaser may correct the work that was not done in accordance with the Demolition Plan for an agreed upon price and Seller will pay Purchaser for such work within thirty (30) days after Purchaser completes the work and provides an invoice for such work to Seller.

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

PURCHASER:

ADAMS PARK DEVELOPMENT LLC

By: Windmill Adams Park LLC,
a Michigan limited liability company

Its: Manager

By: MM LLC,
a Michigan limited liability company

Its: Manager

By: _____
Stuart L. Michaelson, Manager

Date: _____

and

By: SDC Ventures, LLC.,
a Michigan limited liability company

Its: Manager

By: _____
Stuart Sherr,

Its: _____

Date: _____

SELLER:
LIVONIA PUBLIC SCHOOLS

By: _____
Andrea Oquist

Its: Superintendent

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

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

Parcel 1:

A parcel of land of part of the South $\frac{1}{2}$ of Section 24, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan being more particularly described as follows: Beginning at the center of said Section 24, thence South 89 degrees 58 minutes East, a distance of 660.26 feet along the East and West $\frac{1}{4}$ line; thence South 0 degrees 08 minutes 10 seconds East, along the West line of Buckingham Gardens Sub., a distance of 706.97 feet to a point; thence South 89 degrees 51 minutes 46 seconds West, a distance of 656.48 feet to a point; thence North 0 degrees 26 minutes 30 seconds West 708.91 feet, to a point of beginning.

Parcel 2:

A parcel of land in the South $\frac{1}{2}$ of Section 24, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, being described as follows: Beginning at the center $\frac{1}{4}$ corner of Section 24, Town 1 South, Range 9 East, and proceeding thence along the North and South $\frac{1}{4}$ line of said Section 24, South 0 degrees 00 minutes 35 seconds East 708.91 feet, thence South 68 degrees 32 minutes 10 seconds West, 43.63 feet, thence South 89 degrees 52 minutes 25 seconds West 80.85 feet, thence along the East line of Harrison Avenue, 86 feet wide, coincident with the East line of Compton Village Subdivision, as recorded in Liber 85 of Plats, Page 31, Wayne County Records, North 0 degrees 07 minutes 35 seconds West 726.07 feet, thence along the East and West $\frac{1}{4}$ line of said Section 24, South 89 degrees 31 minutes 28 seconds East 122.94 feet to the point of beginning.

Sidwell Nos: 46-096-99-0004-000 and 46-095-99-0011-000

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 ADAMS PARK DEVELOPMENT LLC, (hereinafter called Grantee"), whose address is 31333 W. Thirteen Mile Road, Suite 200, Farmington Hills, Michigan 48334. The Grantor hereby conveys and warrants to the Grantee the following described premises situated in the City of Livonia, Wayne County, Michigan, described as:

Parcel 1:

A parcel of land of part of the South ½ of Section 24, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan being more particularly described as follows: Beginning at the center of said Section 24, thence South 89 degrees 58 minutes East, a distance of 660.26 feet along the East and West ¼ line; thence South 0 degrees 08 minutes 10 seconds East, along the West line of Buckingham Gardens Sub., a distance of 706.97 feet to a point; thence South 89 degrees 51 minutes 46 seconds West, a distance of 656.48 feet to a point; thence North 0 degrees 26 minutes 30 seconds West 708.91 feet, to a point of beginning.

Parcel 2:

A parcel of land in the South ½ of Section 24, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, being described as follows: Beginning at the center ¼ corner of Section 24, Town 1 South, Range 9 East, and proceeding thence along the North and South ¼ line of said Section 24, South 0 degrees 00 minutes 35 seconds East 708.91 feet, thence South 68 degrees 32 minutes 10 seconds West, 43.63 feet, thence South 89 degrees 52 minutes 25 seconds West 80.85 feet, thence along the East line of Harrison Avenue, 86 feet wide, coincident with the East line of Compton Village Subdivision, as recorded in Liber 85 of Plats, Page 31, Wayne County Records, North 0 degrees 07 minutes 35 seconds West 726.07 feet, thence along the East and West ¼ line of said Section 24, South 89 degrees 31 minutes 28 seconds East 122.94 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 Eight Hundred Fifty-Two Thousand and 00/100 (\$852,000.00) Dollars paid to the Grantor.

Subject to:

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

Grantor grants to Grantee the right to make all applicable divisions under Section 108 of the Michigan Land Division Act, being Act No. 288 of the Public Acts of 1967, as amended.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

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

GRANTOR:

LIVONIA PUBLIC SCHOOLS

By: _____

Its: _____

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 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 Nos: 46-096-99-0004-000 and 46-095-99-0011-000

EXHIBIT C

RELEASE AND HOLD HARMLESS

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

WITNESSES:

EXHIBIT D
PURCHASER'S CONCEPT PLAN