

**Enclosure: VI.D.**

**THE GROSSE POINTE PUBLIC SCHOOL SYSTEM  
Grosse Pointe Woods, Michigan  
November 14, 2022**

**AGENDA NUMBER & TITLE: VI.D.**

**Approval of Offer to Purchase  
Real Estate - Poupard**

**BACKGROUND INFORMATION:**

On April 1, 2022 the District issued a request for proposal to purchase real property for Poupard Elementary School. The District received three proposals on May 6, 2022. A committee convened on May 17, 2022 to interview the three prospective purchasers. Our committee included:

Jon Dean, GPPSS  
Amanda Matheson, GPPSS  
Dana Abrahams, Clark Hill

Ty Hinton, Harper Woods  
Steve Lindley, Harper Woods  
Bill Bowman, Great Northern Consulting Group

Following receipt of final and best offers, Dana Abrahams entered into contract negotiations with Robertson Brothers Co. to finalize the details of an offer to purchase real estate. The final offer is enclosed for your review and consideration.

Dana Abrahams will attend our meeting to answer any questions you may have regarding this offer.

**REQUEST:**

The Board of Education approve the Offer to Purchase Real Estate for the site formerly known at Poupard Elementary School, commonly known as 20655 Lennon, Harper Woods, Michigan.

Amanda M. Matheson  
Deputy Superintendent for Business Operations

## OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED Purchaser, Robertson Brothers Co., on behalf of an entity to be formed ("Purchaser"), hereby offers and agrees to purchase from Grosse Pointe Public School System ("Seller") the following real property situated in the City of Harper Woods, Wayne County, Michigan, described as follows:

6.49 +/- acres of real property, formerly known as Poupard Elementary School, commonly known as 20655 Lennon, Harper Woods, Michigan, Sidwell Number 42-010-07-0066-305 more particularly described on **Exhibit A** attached hereto (the "Premises"),

together with all improvements and appurtenances, if any, now on the Premises, subject to the Permitted Exceptions as defined in Paragraph 5 below, and zoning ordinances, together with: (a) All rights, if any, of Seller in and to all air, mineral and riparian rights, and all tenements, hereditaments, privileges and appurtenances belonging or in any way appertaining thereto; (b) Any land lying in the bed of any street, road or avenue adjoining the Premises to the center line thereof, but only to the extent of Seller's interest, if any, therein; (c) All easements, whether or not recorded, strips and rights-of-way abutting, adjacent, contiguous, or adjoining the Premises, but only to the extent of Seller's interest, if any, therein; (d) All rights of Seller, if any, to gas, oil, timber, water and/or other natural occurring resources from the Premises and any other rents and/or royalties related to the Premises; and (e) All divisions of the Premises permitted pursuant to the Land Division Act upon the following conditions:

THE SALE TO BE CONSUMMATED BY LAND CONTRACT: The purchase price for the Premises shall be the sum of Six Hundred Fifty Thousand and 00/100 (\$650,000.00) Dollars (the "Purchase Price"), provided that Governmental Approvals can be secured for a development containing a minimum of one hundred (100) attached townhome and stacked flat units ("Intended Use"). The Purchase Price shall be paid in accordance with the terms and conditions contained in the form of Land Contract attached hereto as **Exhibit B**, which Land Contract shall be executed and delivered by Seller and Purchaser at Closing.

2. As evidence of title, Seller agrees to furnish Purchaser, as soon as possible, a Commitment for Title Insurance with the standard exceptions (the "Commitment"), issued by First American Title Insurance Company (the "Title Company") in an amount not less than the Purchase Price bearing date later than the acceptance hereof with policy pursuant thereto to be issued insuring Purchaser. If Purchaser desires Seller to furnish Purchaser with a Commitment "without the standard survey exceptions," Purchaser shall be responsible to obtain an ALTA survey, at its sole cost and expense, which accurately describes and reflects the Premises and depicts the location of the Building on the Premises ("Survey") within ninety (90) days of the Date of this Offer and, if desired, verify that said Survey is sufficient to allow the Title Company to issue a Commitment without said standard exceptions. Once said Survey is obtained by Purchaser and reviewed and accepted by Seller, the legal description in the Survey shall be the updated **Exhibit A** and become the legal description of the

Premises. 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's sole remedy shall be to declare a breach hereunder, terminate this Offer and retain the Earnest Money Deposit paid, deposited or due under this Offer as of the time of the breach as liquidated damages. To the extent the Earnest Money Deposit is held in escrow by the Title Company, the Seller shall be entitled to an immediate release of such funds from escrow.

4. In the event of default of the terms and conditions of this Offer by the Seller hereunder, the Purchaser may, at its option, elect to enforce the terms hereof by specific performance or demand, and be entitled to, an immediate refund of its entire Earnest Money Deposit in full termination of this Offer. To the extent the Earnest Money Deposit is held in escrow by the Title Company, the Purchaser shall be entitled to an immediate release of such funds from escrow.

5. If written objection to the Commitment and Survey is made within ten (10) days of delivery of both the Commitment and the Survey, 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 and refund the Earnest Money Deposit, paid to and deposited with the Title Company under this Offer as of the time, in full termination of this Offer. Notwithstanding the above, Purchaser may at any time during the thirty (30) day cure period: (i) waive its objections to and accept title subject to such encumbrances or exceptions; or (ii) rescind this Offer, whereupon the entire Earnest Money Deposit, paid to and deposited with the Title Company under this Offer as of that time, shall be promptly returned to Purchaser, and this Offer shall thereafter be of no further force or effect. If the Seller is able to remedy such defects within the time specified as evidenced by either 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. Encumbrances or exceptions to title shown on the Commitment to which Purchaser does not object, or which with Purchaser's consent are waived and accepted or insured over are referred to as the "Permitted Exceptions".

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 in full by the Seller at or prior to Closing. 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, if any, shall be prorated and adjusted as of the date of Closing. The Seller shall be responsible for the payment of any applicable transfer taxes associated with this transaction and the Purchaser shall be responsible for all applicable recording fees, including, but not limited to, the fees required for recording the Warranty Deed. All other Closing fees/costs will be split equally between Purchaser and Seller and reflected on the final Closing Statement.

7. It is understood that this Offer is irrevocable for forty-five (45) days from the Date of this Offer. 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, subject to the other provisions in this Offer, and if not accepted by the Seller within that time frame, the Earnest Money Deposit shall be returned forthwith to the Purchaser.

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 Title Company in accordance with the escrow agreement attached hereto and incorporated herein by reference as **Exhibit E** (the "Escrow Agreement"). If the Purchaser elects to exercise the Governmental Approval Period under Paragraph 10.D below, the Purchaser agrees to increase the Earnest Money Deposit and shall deposit an additional sum of Ten Thousand and 00/100 Dollars (\$10,000.00) (an "Additional Deposit") with the Title Company prior to the end of the Inspection Period. If Purchaser elects to exercise the Extended Governmental Approval Period under Paragraph 10.E below, the Purchaser agrees to increase the Earnest Money Deposit and shall deposit an additional sum of \$5,000.00 with the Title Company for each such Extended Governmental Approval Period exercised (each an "Additional Deposit") prior to the expiration of either the Governmental Approval Period or the prior Extended Governmental Approval Period (the "Earnest Money Deposit" and all Additional Deposit, if made hereunder, shall all be collectively known as the "Earnest Money Deposit"). The Earnest Money Deposit is only refundable to the Purchaser in accordance with the terms and conditions of this Offer and the Earnest Money Deposit, shall be applied to the Purchase Price, if the sale is consummated. Neither the Seller nor the Title Company shall 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 shall have one hundred twenty (120) days after the Date of this Offer ("Inspection Period") in which to conduct such analysis, investigations, evaluations and testing of the Premises (both above ground and below ground and in the Building located on the Premises) 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"). 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) a verification that there are no existing special assessments affecting the Premises; (iv) 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; (v) making soil tests, borings and other engineering, environmental and architectural tests and evaluations and determining if located in a flood plain; (vi) 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 (vii) analyzing the results of any survey of the Premises. 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. 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 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. Within ten (10) business days from the Date of this Offer for items (a) through (e) identified below, and within ten (10) business days of the date of Purchaser's written request for item (f) identified below, Seller shall either deliver to Purchaser a copy of each of the following items, if in Seller's possession or control, or if the items are too large to deliver, Seller shall make the same available for Purchaser's inspection at Seller's Administration Building: (a) all plans and specifications relating to the Premises; (b) all soil boring tests relating to the Premises; (c) all reports, studies, tests and plans relating to the present condition of the Premises including, without limitation, any environmental problems relating thereto, or the redevelopment of the Premises; (d) any and all communications within the past four years to or from any governmental or quasi-governmental bodies or utility companies relating to the physical condition of the Premises, including without limitation any environmental problems relating thereto, the roads, storm water system and/or utilities servicing the Premises or the redevelopment of the Premises; (e) resolution confirming the individual who has authority to bind Seller under this Offer; and (f) such other items as the Purchaser may reasonably request.
- C. 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, 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, but excluding Purchaser's townhome and stacked flat units plans and elevations (the "Documents") and shall represent and warrant to the Seller that upon delivery of the Documents that the Documents are assigned to Seller to the extent permitted by the preparers and/or the Seller has permission from any and all other preparers of the Documents, to use the same in connection with the Premises; provided that the same are assignable and

Seller may use them as permitted by the Documents or otherwise by the preparers of the Documents. Purchaser shall request that the preparers of the Documents permit the assignment and use by Seller, but if refused, Purchaser shall have no further obligations to obtain the Documents for Seller's benefit or to warrant and represent as provided above. 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 paid to and deposited with Seller at that time, by notifying the Seller in writing, and the Closing shall take place in accordance with Paragraph 13.

- D. At the expiration of the Inspection Period, there will be a one (1) year period available to Purchaser to continue to pursue all necessary governmental approvals from any governmental entity(ies) having jurisdiction over the Premises for Purchaser's Intended Use of the Premises (the "Governmental Approval Period"), including without limitation an analysis of the availability of any federal, state or local tax abatements or property tax reductions for the Premises. In order to exercise the Governmental Approval Period, prior to the expiration of the Inspection Period, the Purchaser shall notify the Seller in writing and deposit an additional Ten Thousand and 00/100 Dollars (\$10,000.00) Additional Deposit with the Title Company in accordance with Paragraph 8 above. Upon exercising the Governmental Approval Period, the entire Earnest Money Deposit shall become non-refundable to Purchaser and shall be applied toward the Purchase Price in the event of Closing, except in the event that Purchaser does not receive its Governmental Approvals and/or the Transformational Brownfield (or equivalent) to Purchaser's sole satisfaction, and Tax Increment Financing for the Premises (and in which case the entire Earnest Money Deposit shall be returned to Purchaser). If the Purchaser does not elect to proceed with the Governmental Approval Period prior to the expiration of the Inspection Period, such failure shall be deemed Purchaser's election to terminate this Offer. If Purchaser elects to exercise the Governmental Approval Period, Purchaser agrees to waive all contingencies enumerated in Paragraph 10.A. above, except that Purchaser may solely use the Governmental Approval Period in which to continue to pursue all necessary governmental approvals from the City of Harper Woods or other governmental entities having jurisdiction over the Premises and review and analyze all applicable 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, including the approval of a Transformational Brownfield (or equivalent) Tax Increment Financing for the Premises (hereinafter collectively referred to as the "Governmental Approvals"). Purchaser shall use its best efforts to obtain all necessary Governmental Approvals. 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 Harper Woods or other governmental agencies having jurisdiction over the Premises to obtain the Governmental Approvals. In the event all Governmental Approvals have not been secured by Purchaser prior to the expiration of the Governmental Approval Period,

Purchaser may either: (i) terminate this Offer and if terminated, Purchaser shall be entitled to a return of its entire Earnest Money Deposit paid to and deposited with Seller at that time; provided Purchaser shall provide to Seller, free of charge, the Documents referenced in Paragraph 10.C above or (ii) elect to exercise the Extension Period, set forth in Paragraph 10.E. below.

E. If Purchaser has diligently pursued its Governmental Approvals, but has not obtained all requisite Governmental Approvals prior to the expiration of the Governmental Approval Period, Purchaser may elect to exercise up to two (2) consecutive forty-five (45) day extensions to continue to pursue all necessary Governmental Approvals (each being an "Extended Governmental Approval Period") by delivering to the Seller written notice of Purchaser's intention to exercise the Extended Governmental Approval Period, and depositing with the Title Company an additional Earnest Money Deposit of \$5,000.00 ("Additional Deposit") for each such Extension Period exercised prior to the expiration of either the Governmental Approval Period or the prior Extended Governmental Approval Period, whichever applies, which Additional Deposit be applicable as a credit against the Purchase Price, at Closing. Purchaser may solely use each Extended Governmental Approval Period in which to continue to pursue all necessary Governmental Approvals from the City of Harper Woods or other governmental entities having jurisdiction over the Premises. In the event all Governmental Approvals have not been secured by Purchaser prior to the expiration of the last Extended Governmental Approval Period exercised by Purchaser, Purchaser may terminate this Offer and if terminated, Purchaser shall be entitled to a return of its Earnest Money Deposit deposited with Seller at that time, provided Purchaser shall provide to Seller, free of charge, the Documents referenced in Paragraph 10.C above.

F. PURCHASER ACKNOWLEDGES THAT ONCE THE INSPECTION PERIOD, THE GOVERNMENTAL APPROVAL PERIOD AND THE EXTENDED GOVERNMENTAL APPROVAL PERIODS, IF ANY, EXPIRE, PURCHASER HAS ACCEPTED THE PREMISES PURSUANT TO THIS PARAGRAPH AND PURCHASER TAKES THE PREMISES "AS IS" EXCEPT TO ANY TITLE OBJECTIONS AS PROVIDED IN PARAGRAPH 5 ABOVE. EXCEPT AS PROVIDED IN PARAGRAPH 11 AND 12 BELOW OR IN ANY INSTRUMENT PROVIDED BY SELLER TO PURCHASER AT CLOSING, SELLER HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO, EXTERIOR (E.G., SOIL, SURFACE WATER AND GROUNDWATER) CONDITIONS OF THE PREMISES, EASEMENTS, BUILDING AND USE RESTRICTIONS, AVAILABILITY OF UTILITIES, OR ANY OTHER MATTER CONTEMPLATED IN THIS PARAGRAPH 10, AND THAT PURCHASER ASSUMES ALL RESPONSIBILITY FOR ANY INJURIES, CONDITIONS OR DAMAGES CAUSED BY ANY SUCH MATTERS UPON TRANSFER OF TITLE. EXCEPT AS SPECIFICALLY PROVIDED IN THIS OFFER, UPON CLOSING,

PURCHASER WAIVES AND RELEASES SELLER FROM ALL CLAIMS OR CAUSES OF ACTION THAT PURCHASER MAY NOW OR HEREAFTER HAVE, KNOWN OR UNKNOWN, AGAINST SELLER RELATING TO THE PREMISES, THIS OFFER OR ARISING UNDER ANY FEDERAL, STATE, OR LOCAL LAW, REGULATION, ORDINANCE, OR CODE THAT RELATES TO THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PREMISES.

11. Seller represents and warrants, 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 or material 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, and will keep the Premises in the same condition throughout the term of this Offer.

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 proceeding.

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 forty-five (45) days of the earlier date of: 1) Purchaser's satisfaction of the conditions listed in Paragraph 10 of this Offer; or 2) Purchaser obtaining all requisite Governmental Approvals (the "Closing"). By the execution of this instrument the Purchaser acknowledges the receipt of a copy of this Offer. The Closing of this sale shall take place at the office of Clark Hill PLC, or as otherwise agreed to by the parties.

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, and except as expressly provided for herein, 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. The foregoing notwithstanding Seller has approved Purchaser's Concept Plan attached as **Exhibit D**.

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. Purchaser shall have the right to assign its rights hereunder to an entity to be formed; provided that, such entity to be formed shall be managed or controlled by Purchaser. In the event of such assignment, Purchaser shall notify Seller in writing and complete such assignment no later than five (5) calendar days prior to the Closing, pursuant to the form of Assignment attached hereto as **Exhibit F**.

22. 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 or pdf.

23. 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.

24. 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 the site plan it plans to submit to the City of Harper Woods 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, but no prior approval is needed if the site plan substantially conforms with the Concept Plan. 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, which approval shall not be unreasonably withheld.

24. The Seller's Request For Proposals For Purchase of Real Property dated April 1, 2022, and the Purchaser's Proposal dated May 6, 2022, and its final and best Offer dated May 24, 2022, 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 Offer shall take precedence.

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.

27. Purchaser acknowledges that a school building and related infrastructure (the "Building") presently exists on the Premises. Purchaser shall be obligated to demolish the Building and related infrastructure, at its sole cost and expense, through the use of tax increment financing or Brownfield credits sought during the Inspection Period, Governmental Approval Period and Extended Governmental Approval Period, if any, pursuant to this Offer, as part of its development of the Premises in accordance with the Concept Plan. Purchaser shall demolish or cause to be demolished the Building and related infrastructure in compliance with all applicable local, state and federal laws, rules, regulations and ordinances. These obligations of Purchaser shall survive the Closing.

**PURCHASER:**  
**ROBERTSON BROTHERS CO.,**  
on behalf of an entity to be formed

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

  
James V. Clarke

Its: President

Date: 10/19, 2022

**SELLER:**  
**GROSSE POINTE PUBLIC SCHOOL SYSTEM**

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

Jon Dean

Its: Superintendent

Date: \_\_\_\_\_, 2022

## EXHIBIT A

### LEGAL DESCRIPTION

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

Lots 79 thru 122 inclusive, Harper Home Sites Subdivision, according to the plat thereof as recorded in Liber 53 of Plats, Page 23, Wayne County Records.

And Lot 66, except the Southerly 10 feet thereof, and Lots 67 through 72, inclusive, except the Southerly 10 feet thereof and including 1/2 of vacated Lennon Avenue immediately adjoining said Lots 67 through 72 at the North, of Harper Home-Sites Subdivision of Part of P.C. 156, Gratiot Township (now City of Harper Woods), Wayne County, Michigan, according to the plat thereof recorded in Liber 53 of Plats, Page 23, Wayne County Records. Except Commencing at the Northwesterly corner of Lot 66 Harper Home-Sites Subdivision as recorded in Page 23 Liber 53, Wayne County Records; thence on a curve to the right whose radius is 60.00 feet, subtending an angle of 31 degrees 53 minutes 26 seconds an arc distance of 33.40 feet the long chord of which bears South 55 degrees 3 minutes 17 seconds East, a distance of 32.98 feet; thence on a curve to the left whose radius is 46.0 feet subtended by an angle of 243 degrees 46 minutes 52 seconds a distance of 195.72 feet, the long chord of which bears North 19 degrees 00 minutes East, 78.12 feet; thence on a curve to the right the radius of which is 60.00 feet subtended by an angle of 31 degrees 53 minutes 26 seconds a distance of 33.40 feet the long chord of which bears North 86 degrees 56 minutes 43 seconds West 32.98 feet, to the Northerly side of Lennon Avenue as platted thence South 19 degrees 00 minutes West 60.00 feet to the place of beginning.

And All that part of Lots 78 and 123 of "Harper Home-Sites Subdivision" of part of Private Claim 156, City of Harper Woods, Wayne County, Michigan, as recorded in Liber 53 of Plats, Page 23, Wayne County Records, which lies Westerly of a line described as: Beginning at a point on the Southerly line of said Lot 78 which is 18.7 feet from the Southwest corner of said Lot 78; thence Northerly to a point on the Northerly line of said Lot 123 which is 2.1 feet from the Northwest corner of said Lot 123 and a point of ending.

And All that part of Lot 73 of Harper Home-Sites Subdivision, of part of Private Claim 156, City of Harper Woods, Wayne County, Michigan, as recorded in Liber 55 of Plats, Page 23, Wayne County Records, which lies Westerly of a line described as: Beginning at a point on the Southerly line of said Lot 73 which is 30.2 feet from the Southwesterly corner of said Lot 73; thence Northeasterly to a point on the Northerly line of said Lot 73 which is 22.0 feet from the Northwesterly corner of said Lot 73 and a point of ending. Also all right, title, and interest that may accrue by the vacating of Lennon Avenue.

Sidwell Number: 42-010-07-0066-305

Commonly known as 20655 Lennon Street, Harper Woods, Michigan



**EXHIBIT B**  
**LAND CONTRACT**

**EXHIBIT B**  
**TO OFFER TO PURCHASE REAL ESTATE**

**LAND CONTRACT**

THIS LAND CONTRACT, made on \_\_\_\_\_, 202\_\_ (the "Contract Date"), between **GROSSE POINTE PUBLIC SCHOOL SYSTEM**, a Michigan general powers school district, whose address is 20601 Morningside, Grosse Pointe Woods, Michigan 48236, hereinafter referred to as the "Seller," and \_\_\_\_\_, a Michigan, whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301, hereinafter referred to as the "Purchaser."

WITNESSETH that in consideration of the mutual covenants to be performed between the respective parties hereto as hereinafter expressed and the sum of Six Hundred Fifty Thousand and 00/100 (\$650,000.00) Dollars to be duly paid by the Purchaser to the Seller, as hereinafter specified, it is agreed between the parties hereto as follows:

1. DESCRIPTION OF LAND

The Seller hereby sells and agrees to convey unto the Purchaser all of that certain piece or parcel of land situated in City of Harper Woods, Wayne County, Michigan, described as:

6.49 +/- acres of real property, formerly known as Poupard Elementary School, commonly known as 20655 Lennon, Harper Woods, Michigan, Sidwell Number 42-010-07-0066-305 more particularly described on **Exhibit A** attached hereto (the "Premises")

together with all improvements and appurtenances, if any, now on the Premises, subject to the Permitted Exceptions (as such term is defined in the Offer) and any and encumbrances caused by the acts or omissions of Purchaser, or its assigns, or anyone else other than Seller at any time after the Contract Date, and zoning ordinances, together with: (a) All rights, if any, of Seller in and to all air, mineral and riparian rights, and all tenements, hereditaments, privileges and appurtenances belonging or in any way appertaining thereto; (b) Any land lying in the bed of any street, road or avenue adjoining the Property to the center line thereof, but only to the extent of Seller's interest, if any, therein; (c) All easements, whether or not recorded, strips and rights-of-way abutting, adjacent, contiguous, or adjoining the Premises, but only to the extent of Seller's interest, if any, therein; (d) All rights of Seller, if any, to gas, oil, timber, water and/or other natural occurring resources from the Premises and any other rents and/or royalties related to the Premises; and (e) All divisions of the Premises permitted pursuant to the Land Division Act, hereinafter collectively referred to as the "Premises," for the sum of Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00) paid to the Seller.

2. TERMS OF PAYMENT

Purchaser hereby purchases the Premises from Seller and agrees to pay the Seller therefore the sum of Six Hundred Fifty Thousand and 00/100 (\$650,000.00) Dollars (the "Purchase Price") in the following manner: Simultaneously with the execution of this Land Contract, the Purchaser shall deliver to Seller the sum of Fifty Thousand and 00/100 (\$50,000.00) Dollars, the receipt whereof is hereby acknowledged by the Seller, which sum constitutes the down payment on this Land Contract (the "Down Payment"). The remaining Six Hundred Thousand and 00/100 (\$600,000.00) (the "Principal"), which sum is secured by this Land Contract, together with interest on the outstanding balance that shall be from time to time unpaid at the rate of zero percent (0%) per annum, shall be paid in accordance with Paragraph 25. The Deposit of \_\_\_\_\_ and 00/100 (\$\_\_\_\_\_.00) Dollars held by Seller under the Offer To Purchase Real Estate dated \_\_\_\_\_, 2022, ("Offer") and shall reduce the final Principal payment due to Seller under this Land Contract. In the event that the entire Principal is not paid in accordance with Paragraph 25, interest will begin to accrue, upon the tenth (10<sup>th</sup>) day following said due date, at an annual rate of eight percent (8%) until such payment is made. Notwithstanding the foregoing, Purchaser shall have the right to pay the whole outstanding Principal balance unpaid on this Land Contract at any time without penalty, before the Principal, by the terms hereof, becomes due and payable.

3. PURCHASER'S OBLIGATION TO PAY TAXES, ASSESSMENTS, UTILITIES AND INSURANCE

Purchaser shall pay all taxes, assessments and utilities due after the Contract Date and will ensure that no penalties for non-payment attach thereto, beginning immediately with the execution of this Land Contract. Purchaser shall pay all Summer taxes and all Winter taxes on or before the due date each year, if any. During the term of this Land Contract, immediately following payment of the Summer taxes and the Winter taxes, Purchaser shall submit a copy of the tax bill and evidence of payment in full of the respective taxes to Seller. Throughout the term of this Land Contract, Purchaser shall procure and maintain commercial general liability insurance with limits of not less than One Million and 00/100 (\$1,000,000.00) Dollars per occurrence and Two Million and 00/100 (\$2,000,000.00) Dollars in the aggregate, and shall keep the Premises (including the land and all improvements and fixtures thereon) insured against loss and damage by fire and the perils covered by extended coverage insurance reasonably acceptable to Seller and against such other risks, in an amount not less than its full replacement value, with such insurer(s) as may from time to time be reasonably approved by Seller (except as provided in Paragraph 25 below). The Purchaser's insurance shall be primary to any insurance available to the Seller and the Seller's insurance, if any, shall not contribute to any loss or damage covered by Purchaser's insurance policies. Such policies shall not be cancelled or materially changed without at least thirty (30) days prior written notice to Seller.

Certificates of insurance or copies of the policies of all such insurance and all renewals thereof, together with receipts evidencing payment in full of the premiums thereon, shall be delivered to Seller on the Contract Date and thereafter as Seller requests. In the event of loss or damage (not including the demolition of the building and related on the Premises which Purchaser is entitled to remove from the Premises), the proceeds of said insurance shall be paid to repair damage caused to improvements if Purchaser is not in default of this Land Contract. If Purchaser is in default of this

Land Contract beyond any notice and cure period, then Seller is authorized to adjust and compromise such loss with prior notice to, but without the need for consent of, Purchaser, to collect on, receive such proceeds in the name of Seller and Purchaser and but not to endorse Purchaser's name upon any check in payment thereof. Anything herein to the contrary notwithstanding, any insurance proceeds shall be first applied toward reimbursement of all costs and expenses incurred by Seller in collecting said proceeds, and the balance of said proceeds, in Seller's discretion, may be used in any one or more of the following ways: (a) apply the same or any part thereof against amounts owned by Purchaser under this Land Contract, (b) use the same or any part thereof to fulfill any of the Purchaser's covenants contained in this Land Contract as Seller may determine, (c) use the same or any part thereof to replace or restore the improvements at the Premises to a condition satisfactory to Seller, (d) release the same to Purchaser, or I in any reasonable manner deemed necessary by Seller; except, that the proceeds shall be used to replace or restore improvements located on the Premises so long as Purchaser is not in default hereunder and Purchaser desires to have the improvements restored or repaired.

Additionally, the Purchaser shall ensure that any and all applicable policies are endorsed to name the Seller, including its Board of Education, Board members (in their official and individual capacities, if available), administration, employees and agents, as an additional insured under any and all applicable policies of insurance. In addition to any other remedies hereunder, if default is made by the Purchaser in the payment of any tax, special assessment, utility or insurance premiums or in the delivery of insurance as above provided, Seller may pay such tax, special assessment, utility or premiums or procure such insurance upon providing Purchaser with five (5) business days' notice and pay the premiums therefore, and any amount so paid shall be a further lien on the land, payable by Purchaser to Seller forthwith with interest at ten (10%) percent per annum.

#### 4. BUILDINGS, TREES AND OTHER IMPROVEMENTS

All buildings, trees or other improvements hereafter made or placed on the Premises, shall be a part of the security for the performance of this Land Contract and may not be removed without the written consent of the Seller. Notwithstanding the foregoing and except as provided in Paragraph 25 below, the Purchaser acknowledges that it shall not make any improvements on or to the Premises, nor shall it build or develop or remove trees from the Premises prior to the respective full release of the same from under this Land Contract.

#### 5. PURCHASER'S DEFAULT

The payment of all monies becoming due hereunder by the Purchaser and the performance of all covenants and conditions of this Land Contract to be kept and performed by the Purchaser are conditions precedent to the performance by the Seller of the covenants and conditions of this Land Contract to be kept and performed by the Seller.

Purchaser shall be deemed in default of this Land Contract, which is referred to as an "Event of Default," upon occurrence of any one or more of the following events:

- (1) the failure of Purchaser to make any payment of Principal and/or interest when due, whether due by acceleration, maturity, or otherwise, under this Land Contract; and/or
- (2) the occurrence of any breach or violation of any of the terms or conditions of this Land Contract; and/or

- (3) the occurrence of any one of the following:
- (i) Purchaser voluntarily or involuntarily applies for or is subject to the appointment of a custodian, trustee or receiver to take custody or dispose of any substantial portion of the assets of Purchaser including, but not limited to, the Premises; or
  - (ii) a court of competent jurisdiction appoints a custodian, trustee or receiver to take custody or dispose of any substantial portion of the assets of Purchaser including, but not limited to, the Premises pursuant to any involuntary proceeding and the same shall not be dismissed or discharged within thirty (30) days; or
  - (iii) Purchaser voluntarily seeks protection from creditors under any applicable State or Federal bankruptcy, liquidation or dissolution, insolvency, or debt reorganization laws; or
  - (iv) any of Purchaser's creditors institutes any proceeding against Purchaser under any applicable State or Federal bankruptcy, liquidation or dissolution, insolvency, or debt reorganization laws, and the same shall not be dismissed or discharged within thirty (30) days; or
- (4) the temporary or permanent liquidation, dissolution, or other discontinuance of the Purchaser's existence; the merger or consolidation of Purchaser; the sale or transfer of all or substantially all of Purchaser's assets; or the sale or transfer of not less than fifty (50%) percent of the outstanding shares of capital stock or other equity interests of the Purchaser; and/or
- (5) the desertion or abandonment of the Premises, or any portion thereof, by Purchaser.

Upon an Event of Default and after having notice thereof provided to Purchaser, as described herein, Seller immediately thereafter shall, among its remedies, have the right to declare this Land Contract forfeited and void, and retain whatever may have been paid hereon, and shall be entitled to retain any and all plans, specifications, building certifications or approvals, excluding Purchaser's townhome and stacked flat units plans and elevations, and all improvements that may have been made upon the land, together with additions and accretions thereto, and Seller shall be released from all obligations in law or in equity, to convey said Premises to the Purchaser. A proper written notice of forfeiture, giving Purchaser at least thirty (30) days to pay any monies required to be paid hereunder or to cure other material breaches of this Land Contract, shall be served on Purchaser, as provided by statute, prior to institution of any proceedings to recover possession of the Premises; Seller also retains the right upon the occurrence of an Event of Default which default remains uncured by Purchaser for a period of forty-five (45) days or more after the receipt of written notice, to foreclose this Land Contract in equity, through which Seller shall have, at the Seller's option, the right to collect the entire unpaid balance hereunder to be due and payable.

Nothing in this Land Contract shall be construed as a waiver by Seller of all of its rights and remedies in law and equity including, but not limited to, upon the occurrence of an Event of Default, declaring the entire unpaid Principal balance hereunder to be immediately due and payable. If, following a default by the Purchaser hereunder, the Seller elects to forfeit this Land Contract, and having done so seeks a writ of restitution in a court having jurisdiction, Purchaser's

interest shall continue hereunder following such forfeiture until a writ of restitution is entered by the court and all of Purchaser's rights to have this Land Contract reinstated have been extinguished.

6. USE AND CONDITION OF PREMISES

Purchaser shall not commit, or suffer any other person to commit, any waste or damage to the Premises or to any appurtenances and shall keep the Premises in as good condition as it is now and Purchaser shall use, maintain (including grass cutting of the entire Premises) and occupy the Premises in accordance with any and all applicable building and use restrictions, and police, sanitary or other regulations imposed by any governmental authority. Furthermore, until Purchaser satisfies all of its obligations pursuant to this Land Contract and pays the Principal balance in full, Purchaser shall not remove, change, modify or make improvements to the Premises without prior written consent from Seller or as permitted or required by Paragraph 25 below. The foregoing notwithstanding, Purchaser is permitted to remove the school building and related infrastructure and no such activity is considered waste hereunder.

7. PROHIBITION OF CONSTRUCTION LIENS

Purchaser shall not permit any construction liens to be filed against its interest under this Land Contract or any interest it holds in the Premises. If any such construction liens shall attach, Purchaser shall discharge, bond off, insure over or provide adequate security against any such construction lien(s) within sixty (60) days from the date such lien(s) is/are filed. Nothing in this Land Contract shall be deemed or construed to give the Purchaser the right or authority to contract for, or to authorize or permit the performance of, any labor or services or the furnishing of any material that would permit the attaching of a construction lien to the Seller's interest in the Premises.

8. ENVIRONMENTAL COMPLIANCE

A. Purchaser shall not use, generate, manufacture, transport, treat, store, process, dispose, discharge, emit, or release any Hazardous Materials at, on, under or from the Premises, except that Purchaser: (i) may use and store retail products that contain such substances in packaging and quantities consistent with typical residential use, and (ii) may remove or remediate any Hazardous Materials present at the Premises as of the Contract Date, all in strict compliance with applicable Environmental Laws. Purchaser also shall handle, transfer and dispose of any solid waste generated on the Premises in strict compliance with applicable Environmental Laws. "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 Michigan Natural Resources and Environmental Protection Act, MCL 324.101 *et seq.*, 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 or supplemented. Purchaser agrees to defend, indemnify, and hold Seller harmless at all times from (i) all fines, penalties, costs and/or expenses (including reasonable attorneys' fees and costs) incurred by Seller as a result of claims, demands, causes of action and actions, suits, rights and damages, whether in law or in equity ("Claim(s)"), made by any party in connection with any Hazardous Materials used, generated, manufactured, transported, treated, stored, processed, disposed, discharged, emitted, or released, at, on, under, or from the Premises, from and after the Contract Date by Purchaser, and (ii) for injuries sustained or other tort actions brought for claims arising out of Purchaser's failure to remove or remediate such Hazardous Materials caused or generated by Purchaser. Such indemnification shall include all costs of removal or remediation of such Hazardous Materials due to, or caused by, the Purchaser, its employees, agents or contractors.

B. Purchaser shall comply with all Environmental Laws relating to the Premises and demolition of the Poupard Elementary School Building located thereon. Purchaser shall immediately inform Seller of any federal or state investigation or notice relating to a release of any Hazardous Materials at, on, under or from the Premises into the environment. Purchaser shall immediately inform Seller of any violation or notice of an alleged violation of any Environmental Laws relating to the Premises.

C. Purchaser shall be strictly liable to the Seller for any release of Hazardous Materials caused or generated by Purchaser at, on, under, or from the Premises after the Contract Date and the indemnity provided by this Agreement shall be continuing. This liability shall be a separate obligation of the Purchaser and shall not be barred or extinguished by the issuance of a writ of restitution based upon any default in this Land Contract.

#### 9. SELLER'S DUTY TO CONVEY AND FURNISH EVIDENCE OF TITLE

Following demolition of the Poupard Elementary School Building in accordance with Paragraph 25 hereof and upon payment in full of the principal to Seller, Seller shall execute a warranty deed for the Premises in the form attached hereto marked as **Exhibit B**. It is agreed that the aforementioned **Exhibit B** warranty deed shall be limited so as to except acts or negligence of parties other than the Seller's subsequent to the Contract Date. At the time of execution of this Land Contract, Seller shall provide Purchaser with a policy of title insurance insuring Purchaser's interest in the Premises as Land Contract Vendee.

#### 10. POSSESSION

Possession of the Premises may be taken by Purchaser as of the Contract Date and retained by Purchaser for so long as no default is made by said Purchaser in any of the terms or conditions hereof.

#### 11. PURCHASER'S ASSIGNMENT

Except for right of assignment as is set forth in the Offer, Purchaser covenants that neither Purchaser's interest in this Land Contract nor Purchaser's interest in the Premises may be voluntarily or involuntarily transferred, sold, assigned, or conveyed without the prior written

consent of Seller. No transfer, assignment, sale, or conveyance shall release Purchaser from obligations under the provisions of this Land Contract unless Seller releases Purchaser in writing.

12. NOTICE TO SELLER OF ASSIGNMENT

No assignment or conveyance by Purchaser shall create any liability whatsoever against the Seller until a duplicate thereof duly witnessed, together with the address of such Assignee, shall be delivered to the Seller. However, in the event of assignment, pursuant to Paragraph 11 of this Land Contract, such notice to the Seller or acceptance of same by the Seller or acceptance of payment made by Assignee shall constitute a change of parties and privity of contract and a novation between the Seller and the Assignee and enable the Seller to maintain any suit or action for payment, specific performance, deficiency or summary proceedings for possession against the Assignee alone.

13. INTERPRETATION OF LAND CONTRACT

If more than one joins in the execution hereof as Seller or Purchaser, or be either of the feminine sex, or a corporation, the pronouns and relative words herein used shall be read as if written in plural, feminine or neuter respectively.

14. TIME OF THE ESSENCE

It is expressly understood and agreed by the parties hereto that time shall be deemed as of the very essence of this Land Contract and all stipulations and agreements herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

15. SELLER'S CONVEYANCE SUBJECT TO EASEMENTS, ORDINANCES, RESTRICTIONS AND RESERVATIONS

This Land Contract and the conveyance to be made in fulfillment hereof are made subject to all zoning ordinances, building and use restrictions, easements and reservations in the chain of title, or of record. Throughout the Term of this Land Contract, Purchaser shall not initiate a zoning change or other proceeding affecting the Premises or do anything else which may change Purchaser's Concept Plan for the Premises as approved by Seller, without first obtaining prior written consent from Seller, which consent shall not be unreasonably withheld, delayed or denied. However, Seller acknowledges that Purchaser will be making an application for site plan approval, which may include a zoning change or other changes to the current use, other modifications and possibly modifications of easements and restrictions. If Seller approves of any such changes, Purchaser shall keep Seller informed of the progress of any such zoning change proceedings, the site plan approval process and supply Seller with copies of any and all relevant approvals and documents applicable to such zoning change proceedings and site plan approval process. Seller shall reasonably cooperate with Purchaser, at no cost to Seller, with respect to executing any and all necessary application, which consent shall not be unreasonably withheld or delayed.



16. ENCUMBRANCES ON SELLER'S TITLE

Seller covenants that it shall never have an indebtedness outstanding against the title to the above-described Premises (for example, a mortgage).

17. PURCHASER'S ACCEPTANCE OF TITLE

Purchaser agrees that he has examined a title insurance commitment dated \_\_\_\_\_, 202\_\_\_, given by the Title Company (the "Commitment"), covering the Premises, and is satisfied with the marketability of title shown thereby. Delivery of such Commitment and the owner's title policy, showing Purchaser's interest in the Premises as Land Contract Vendee, issued pursuant to such Commitment to Purchaser, shall constitute fulfillment of Seller's agreement to furnish title evidence herein contained.

18. PURCHASER'S ACCEPTANCE OF PREMISES

Purchaser acknowledges that Purchaser has inspected the condition of the Premises prior to the execution of this Land Contract and that, except as expressly stated in this Land Contract, Seller makes no representations as to the condition of the Premises, including, without limitation, the environmental condition thereof. Purchaser further acknowledges that it is purchasing the Premises "As Is" and "with all faults," if any, and Purchaser hereby releases Seller from any claims, damages, liabilities, losses and costs of any nature that arise from the condition, including the environmental condition, of the Premises. The Purchaser further agrees, except for the Seller representations and warranties of Seller set forth in paragraph 12 of the Offer which are intended to survive the closing under the Offer, that the Seller and any and all agents of the Seller shall not be liable for or on account of any inducements, promises, representations, or agreements not contained in this Land Contract; that no agent or employee of the Seller is or has been authorized by the Seller to make any representations with respect to said property; and that if any such representations have been made, they are wholly unauthorized and not binding on the Seller.

19. RISK OF LOSS

Destruction of, or damage to, any building or other improvement now or hereafter placed on said Premises, or of any personal property, if any, described in this Land Contract, whether from fire or any other cause, shall not release the Purchaser from any of its obligations under this Land Contract, it being expressly understood that Purchaser bears all risk of loss to, or damage of, said property.

20. INDEMNIFICATION

A. Purchaser shall indemnify, defend and hold the Seller and the property of the Seller, including the Seller's interest in said Premises, free and clear from liability for any and all mechanics' and/or construction liens or other expenses resulting from any renovations, alterations, buildings, repairs, or other work placed on said Premises by the Purchaser.

B. Purchaser shall indemnify, defend and hold Seller, its Board of Education, Board members (in their official and individual capacities), administration, employees, agents, contractors, successors and assigns free and harmless from any and all losses, costs, damages, liabilities or expenses incurred (including but not limited to actual attorneys' fees and legal costs) arising out of or

related to any claim, suit, judgment or loss brought by, in favor of, asserted or claimed by any person or persons for damage, loss or expense due to bodily injury, including death, or property damage sustained by such person or persons which arises out of, is occasioned by or is in any way attributable to the Purchaser's use or occupancy of the Premises during the Land Contract, or the acts or omissions of Purchaser or its agents, employees, contractors, clients, invitees or subtenants during the Land Contract. Such loss or damage will include, but not be limited to, any injury or damage to, or death of, Seller's employees or agents or damage to the Premises. Notwithstanding the foregoing, Purchaser shall not be obligated to indemnify Seller for the acts and omissions of Seller. This indemnification protection will survive the expiration or earlier termination of this Land Contract.

21. REIMBURSEMENT OF COSTS AND EXPENSES

INTENTIONALLY DELETED.

22. WAIVER

The waiver of any breach of this Land Contract by either party shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this Land Contract. The delay or omission by Seller to exercise any right or power provided by this Land Contract shall not constitute a waiver of such right or power, or acquiescence in any default on the part of Purchaser. The acceptance of any payments made by the Purchaser in a manner or at a time other than as required by the terms and conditions of this Land Contract shall not be construed as a waiver or variation of such terms and conditions. Any default on the part of Purchaser shall be construed as continuous, and the Seller may exercise every right and power under the Land Contract at any time during the continuance of such default, or upon the occurrence of any subsequent default. Purchaser reserves the right to cure the event of any default in accordance with the provisions of Paragraph 5 of this Land Contract.

23. GOVERNING LAW

It is agreed by Seller and Purchaser that this Land Contract shall be governed by the laws of the State of Michigan. Venue shall be Wayne County, Michigan.

24. NOTICE

Any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this Land Contract shall be conclusively presumed to have been served upon Purchaser if such instrument was either enclosed in an envelope with first class postage fully paid, or in an envelope for over-night delivery and e-mail, addressed to Purchaser at the address set forth in the heading of this Land Contract or at the latest other address which may have been specified by Purchaser and receipted for in writing by Seller, and such envelope was deposited either in the United States Government mail or with a reputable over-night delivery service.

25. DEMOLITION OF PREMISES AND PAY OFF

Purchaser, at its sole cost and expense, shall be obligated to demolish the Poupard Elementary School building located on the Premises and remove all debris associated with said demolition in accordance with all applicable laws, rules, regulations, ordinances and approvals within six (6) months, weather permitting, of the date of this Land Contract. Purchaser agrees to pay off this Land Contract in full within thirty (30) days of Purchaser's complete demolition of the Poupard

Elementary School building and final clean-up. Notwithstanding the foregoing, Purchaser shall be obligated to develop the Premises in accordance with the Purchaser's planned use and concept for the Premises approved by the Seller, and attached hereto and incorporated herein by reference as Exhibit C, unless otherwise agreed to in writing by the Seller (the "Concept Plan"). Purchaser shall pay any costs associated with recording the warranty deed for the Premises. This Paragraph 25 shall remain in full force and effect following the termination, expiration or completion of this Land Contract.

26. BROWNFIELD REDEVELOPMENT PLAN

Purchaser either has, or is about to, enter into a Brownfield Plan with the City of Harper Woods Brownfield Redevelopment Authority for the demolition of the Poupard Elementary school Building and related improvements for the Premises (the "BR Plan") which provides for some or all of the funding needed for the demolition project. Purchaser agrees at Closing, as security to assure completion of the demolition project, to assign to Seller Purchaser's rights for funding pursuant to the BR Plan which assignment is to apply only in the event that Purchaser fails to complete the demolition project. The assignment shall automatically terminate upon payment in full of this Land Contract. Moreover, in the event of a default under this Land Contract, Purchaser shall assign to Seller, the Reimbursement Agreement the Purchaser has entered into, or is about to enter into, with City of Harper Woods Brownfield Redevelopment Authority and the City of Harper Woods.

27. ACCESS TO PREMISES During the Term of this Land Contract, Seller and Seller's agents and representatives shall have the right, upon twenty-four (24) hour notice to Purchaser, to enter and inspect the Premises at all reasonable hours for the purpose of verifying Purchaser's compliance with the terms of this Land Contract.

28. AUTHORIZED SIGNATORY

Purchaser and Seller each represent and warrant to the other that the individual executing this Land Contract on its behalf is duly authorized by, and has the authority to execute this Land Contract and bind, the respective party.

THE PURCHASER HEREBY CERTIFIES THAT IT HAS READ AND UNDERSTANDS THE DEFAULT PROVISIONS CONTAINED IN PARAGRAPH 5 ABOVE AND SELLER'S REMEDIES IN THE EVENT OF DEFAULT WHICH ENTITLES SELLER TO FORFEIT OR FORECLOSE THIS LAND CONTRACT.



**SELLER:  
GROSSE POINTE PUBLIC SCHOOL SYSTEM**

\_\_\_\_\_  
\_\_\_\_\_

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

Its: Superintendent

Date: \_\_\_\_\_, 202\_\_

STATE OF MICHIGAN     )  
  )SS  
COUNTY OF WAYNE     )

On \_\_\_\_\_, 202\_\_ , before me, the undersigned notary public in and for said County, personally appeared \_\_\_\_\_, Superintendent of Grosse Pointe Public School System, to me know to be the same person who executed the within instrument on behalf of Grosse Pointe Public School System, and who acknowledges the same to be the free act and deed of Grosse Pointe Public School System.

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF PREMISES**

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

Lots 79 thru 122 inclusive, Harper Home Sites Subdivision, according to the plat thereof as recorded in Liber 53 of Plats, Page 23, Wayne County Records.

And Lot 66, except the Southerly 10 feet thereof, and Lots 67 through 72, inclusive, except the Southerly 10 feet thereof and including 1/2 of vacated Lennon Avenue immediately adjoining said Lots 67 through 72 at the North, of Harper Home-Sites Subdivision of Part of P.C. 156, Gratiot Township (now City of Harper Woods), Wayne County, Michigan, according to the plat thereof recorded in Liber 53 of Plats, Page 23, Wayne County Records. Except Commencing at the Northwesterly corner of Lot 66 Harper Home-Sites Subdivision as recorded in Page 23 Liber 53, Wayne County Records; thence on a curve to the right whose radius is 60.00 feet, subtending an angle of 31 degrees 53 minutes 26 seconds an arc distance of 33.40 feet the long chord of which bears South 55 degrees 3 minutes 17 seconds East, a distance of 32.98 feet; thence on a curve to the left whose radius is 46.0 feet subtended by an angle of 243 degrees 46 minutes 52 seconds a distance of 195.72 feet, the long chord of which bears North 19 degrees 00 minutes East, 78.12 feet; thence on a curve to the right the radius of which is 60.00 feet subtended by an angle of 31 degrees 53 minutes 26 seconds a distance of 33.40 feet the long chord of which bears North 86 degrees 56 minutes 43 seconds West 32.98 feet, to the Northerly side of Lennon Avenue as platted thence South 19 degrees 00 minutes West 60.00 feet to the place of beginning.

And All that part of Lots 78 and 123 of "Harper Home-Sites Subdivision" of part of Private Claim 156, City of Harper Woods, Wayne County, Michigan, as recorded in Liber 53 of Plats, Page 23, Wayne County Records, which lies Westerly of a line described as: Beginning at a point on the Southerly line of said Lot 78 which is 18.7 feet from the Southwest corner of said Lot 78; thence Northerly to a point on the Northerly line of said Lot 123 which is 2.1 feet from the Northwest corner of said Lot 123 and a point of ending.

And All that part of Lot 73 of Harper Home-Sites Subdivision, of part of Private Claim 156, City of Harper Woods, Wayne County, Michigan, as recorded in Liber 55 of Plats, Page 23, Wayne County Records, which lies Westerly of a line described as: Beginning at a point on the Southerly line of said Lot 73 which is 30.2 feet from the Southwesterly corner of said Lot 73; thence Northeasterly to a point on the Northerly line of said Lot 73 which is 22.0 feet from the Northwesterly corner of said Lot 73 and a point of ending. Also, all right, title, and interest that may accrue by the vacating of Lennon Avenue.

Sidwell Number: 42-010-07-0066-305

Commonly known as 20655 Lennon Street, Harper Woods, Michigan

**EXHIBIT B**

**WARRANTY DEED**

This Indenture, made the \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ between GROSSE POINTE PUBLIC SCHOOL SYSTEM (hereinafter called the "Grantor"), whose address is 20601 Morningside, Grosse Pointe Woods, Michigan 48236, and \_\_\_\_\_, a Michigan limited liability company, (hereinafter called Grantee"), whose address is \_\_\_\_\_. The Grantor hereby conveys and warrants to the Grantee the following described premises situated in City of Harper Woods, Wayne County, Michigan, described as:

See **Exhibit 1** (the "Premises")

Subject to Permitted Exceptions attached as **Exhibit 2** hereto and any and all encumbrances caused by the acts or omissions of Grantee, or its assigns, or anyone else other than Seller any time after \_\_\_\_\_, 202\_\_\_\_, the date of the Land Contract, and zoning ordinances pursuant to which this deed is given.

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:**

**GROSSE POINTE PUBLIC SCHOOL SYSTEM**

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

Its: Superintendent





## EXHIBIT 1

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

Lots 79 thru 122 inclusive, Harper Home Sites Subdivision, according to the plat thereof as recorded in Liber 53 of Plats, Page 23, Wayne County Records.

And Lot 66, except the Southerly 10 feet thereof, and Lots 67 through 72, inclusive, except the Southerly 10 feet thereof and including 1/2 of vacated Lennon Avenue immediately adjoining said Lots 67 through 72 at the North, of Harper Home-Sites Subdivision of Part of P.C. 156, Gratiot Township (now City of Harper Woods), Wayne County, Michigan, according to the plat thereof recorded in Liber 53 of Plats, Page 23, Wayne County Records. Except Commencing at the Northwestern corner of Lot 66 Harper Home-Sites Subdivision as recorded in Page 23 Liber 53, Wayne County Records; thence on a curve to the right whose radius is 60.00 feet, subtending an angle of 31 degrees 53 minutes 26 seconds an arc distance of 33.40 feet the long chord of which bears South 55 degrees 3 minutes 17 seconds East, a distance of 32.98 feet; thence on a curve to the left whose radius is 46.0 feet subtended by an angle of 243 degrees 46 minutes 52 seconds a distance of 195.72 feet, the long chord of which bears North 19 degrees 00 minutes East, 78.12 feet; thence on a curve to the right the radius of which is 60.00 feet subtended by an angle of 31 degrees 53 minutes 26 seconds a distance of 33.40 feet the long chord of which bears North 86 degrees 56 minutes 43 seconds West 32.98 feet, to the Northerly side of Lennon Avenue as platted thence South 19 degrees 00 minutes West 60.00 feet to the place of beginning.

And All that part of Lots 78 and 123 of "Harper Home-Sites Subdivision" of part of Private Claim 156, City of Harper Woods, Wayne County, Michigan, as recorded in Liber 53 of Plats, Page 23, Wayne County Records, which lies Westerly of a line described as: Beginning at a point on the Southerly line of said Lot 78 which is 18.7 feet from the Southwest corner of said Lot 78; thence Northerly to a point on the Northerly line of said Lot 123 which is 2.1 feet from the Northwest corner of said Lot 123 and a point of ending.

And All that part of Lot 73 of Harper Home-Sites Subdivision, of part of Private Claim 156, City of Harper Woods, Wayne County, Michigan, as recorded in Liber 55 of Plats, Page 23, Wayne County Records, which lies Westerly of a line described as: Beginning at a point on the Southerly line of said Lot 73 which is 30.2 feet from the Southwesterly corner of said Lot 73; thence Northeasterly to a point on the Northerly line of said Lot 73 which is 22.0 feet from the Northwestern corner of said Lot 73 and a point of ending. Also, all right, title, and interest that may accrue by the vacating of Lennon Avenue.

Sidwell Number: 42-010-07-0066-305

Commonly known as 20655 Lennon Street, Harper Woods, Michigan

**EXHIBIT 2**

**Permitted Exceptions**

EXHIBIT C

PURCHASER'S CONCEPT PLAN

**EXHIBIT C**

**RELEASE AND HOLD HARMLESS**

The undersigned, in consideration of the permission of GROSSE POINTE PUBLIC SCHOOL SYSTEM ("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**



# GROSSE POINTE COMMUNITY SCHOOLS RFP RESPONSE

*May 6, 2022*

*Presented By*





# Index

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**Project Summary and Project Highlights**

**Project Vision**

**Site Concept Plan**

**Site Context**

**Product Design Examples**

**Robertson Offer**

**Similar Robertson Communities**

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# Project Summary

Development Area 6.49 Acres

Existing Zoning R-1B One Family Residential

Number of Homes Proposed 100+

Plan Type For-Sale Condominiums to Cater to Workforce Housing Buyers

Unit Size 700 to 1,400 Square Feet

# Project Highlights

High Quality, Owner-Occupied New Homes

Housing Option for Residents that are Vastly Underserved

Transformational Development Spurring Future New Development and Redevelopment  
Stabilized Taxable Value of Over \$15,000,000

Developer is a Highly Respected Regional Builder with over 75 Years of Experience





# Project Vision

Robertson Brothers Homes is pleased to provide this response to Grosse Pointe Public School's RFP for redevelopment of the former Poupard Elementary School, located in Harper Woods, Michigan. Our vision is to construct an attainable, for-sale development that will deliver workforce housing, which is a clear housing need in the community and Southeast Michigan region. Our experience tells us that by providing quality for-sale home options at a price point that is attainable to homeowners in the market, this home type will be in great demand as this homeowner has very limited new home options. In order to cover the rising costs of development and construction, several incentive streams will need to be secured. The State of Michigan's Transformational Brownfield program typifies the depth and breadth of incentives on which Robertson Homes offer would be contingent. We feel this is achievable at this location, and will lead to a new community that not only provides for an attainable new form of housing option for local homebuyers, but promises to restore the City's tax base and spur further development in the area.

Robertson Brothers will be the developer of the property and will contract out professional services and site work consulting to reputable third-party entities.



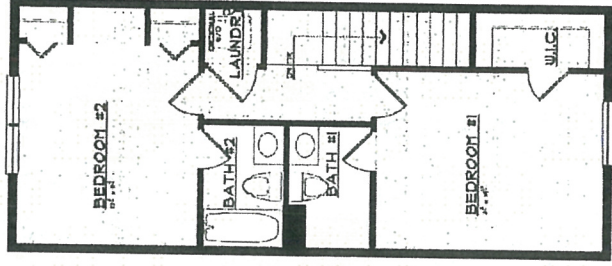
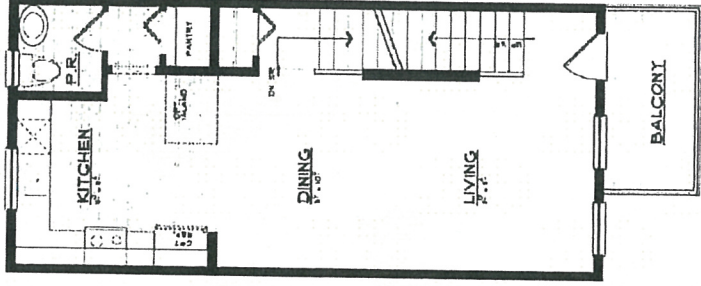
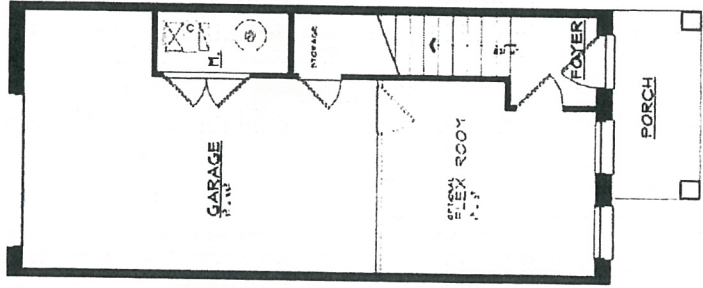
# Site Concept Plan



(60) 100's  
 (42) ASPED  
 (14) 2-CAR

116 UNITS - 17 DU/AC.





# Product Design Example







**EXHIBIT E**

**ESCROW AGREEMENT**

First American Title Insurance Company  
5445 Corporate Drive, Suite 175  
Troy, Michigan 48098-2617

**Commitment No.:** NCS-963351-1-MICH

Re:     “Seller”:     Grosse Pointe Public School System  
       “Purchaser”:  Robertson Brothers, Co., on behalf  
                      of an entity to be formed  
       “Property”:  See Description in Attached Offer To  
                      Purchase Real Estate

Deposited with you herewith are the following:

1.       Check in the amount of \$25,000.00; and
2.       Offer To Purchase Real Estate (“Offer”) dated October \_\_\_\_, 2022, between the captioned Seller and Purchaser.

The Deposit represent the Earnest Money Deposit (“Deposit”) recited in the Offer. Pursuant to Paragraph 8 of the Offer, Purchaser may deposit additional monies with you, representing an additional Deposits as recited in the Offer.

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

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

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

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

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

In the event that your duties under this Escrow Agreement shall conflict with any provision of the Offer, this Escrow Agreement shall control. The Deposit recited above shall be held by First American Title Insurance Company.

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

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

**SELLER:**

**GROSSE POINT PUBLIC SCHOOL SYSTEM**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

**PURCHASER:**

**ROBERTSON BROTHERS CO.,**  
on behalf of an entity to be formed

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

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

DATE: \_\_\_\_\_

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

**FIRST AMERICAN TITLE INSURANCE COMPANY**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT F**

**ASSIGNMENT AND ASSUMPTION OF PURCHASER'S INTEREST IN  
OFFER TO PURCHASE REAL ESTATE**

THIS ASSIGNMENT AND ASSUMPTION OF PURCHASER'S INTEREST IN OFFER TO PURCHASE REAL ESTATE ("Assignment") is made and entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between **ROBERTSON BROTHERS CO.**, on behalf of an entity to be formed, whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301 ("Assignor"), and \_\_\_\_\_, a Michigan limited liability company, whose address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301 ("Assignee").

**WITNESSETH:**

**WHEREAS**, Assignor as purchaser, entered into a certain Offer To Purchase Real Estate with the Grosse Pointe Public School System, dated \_\_\_\_\_, 2022 (the "Purchase Agreement"), to purchase 6.49 +/- acres of real property, formerly known as Poupard Elementary School, commonly known as 20655 Lennon, Harper Woods, Michigan, Sidwell Number 42-010-07-0066-305, as more fully described in the Purchase Agreement; and

**WHEREAS**, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, all of Assignor's rights, obligations, title, interest, duties, and responsibilities in and to the Purchase Agreement in accordance with the terms and conditions of this Assignment as well as Assignor's interest in the Earnest Money Deposit held by Grosse Pointe Public School System, in accordance with the terms and conditions of this Assignment.

**NOW, THEREFORE**, in consideration of the foregoing, One Dollar (\$1.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor does hereby convey, transfer, sell and assign to Assignee all of Assignor's rights, obligations, title, interest, duties and responsibilities in and to the Purchase Agreement and Earnest Money Deposit, and Assignee does hereby assume from Assignor all of Assignor's rights, obligations, title, interest, duties and responsibilities in and to the Purchase Agreement and the Earnest Money Deposit, and agrees to be bound thereby.

**ASSIGNOR:**

**ROBERTSON BROTHERS CO.**, on behalf of an entity to be formed

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

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

\_\_\_\_\_, AS ASSIGNEE, HEREBY ACKNOWLEDGES AND  
ACCEPTS THE FOREGOING ASSIGNMENT OF THE PURCHASE AGREEMENT:

**ASSIGNEE:**

\_\_\_\_\_, LLC, a  
Michigan limited liability company

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

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

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

**ACKNOWLEDGMENT OF SELLER:**

GROSSE POINTE PUBLIC SCHOOL SYSTEM hereby consents to the assignment by Assignor to Assignee of all of Assignor's rights, obligations, title, interest, duties and responsibilities in and to the Purchase Agreement and upon Closing, Assignor shall have no further liabilities or obligations under the Purchase Agreement.

**SELLER:**

**GROSSE POINTE PUBLIC SCHOOL SYSTEM**

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

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

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



