

**REQUEST FOR PROPOSAL
TO PURCHASE
APPROXIMATELY 4.43 ACRES OF DEVELOPED PROPERTY
KNOWN AS THE ROCHESTER COMMUNITY SCHOOLS ADMINISTRATION
BUILDING, 501 W. UNIVERSITY DRIVE, ROCHESTER, MICHIGAN**

A. OVERVIEW OF PROPOSAL PROCESS

1. Solicitation of Proposal

Rochester Community Schools (“Owner”) is the owner of approximately 4.34 acres of real property situated in the City of Rochester, Oakland County, Michigan and improved with a series of structures that collectively comprise the building currently known as the Rochester Community Schools Administration Building, with a postal address of 501 W. University Drive, Rochester, Michigan (the “Property”). The Owner is requesting proposals from interested parties to purchase the Property in accordance with the terms of this Request for Proposal (“RFP”).

2. The Property

The subject property is an existing three-story building in fair condition containing approximately 89,716 square feet of gross building area situated on approximately 4.33 acres. The original building, initially known as Avon School District #5 Schoolhouse (or Rochester School) and then renamed the William S. Harrison School, was built in 1889 on Fourth Street and Wilcox. Rochester High School was built on the same site in 1916. Rochester High School was then connected to the Harrison School building with an addition in 1928. The expanded complex housed classrooms until approximately 1973; the building was then repurposed to accommodate administration offices. The building was last renovated in 1988.

3. Historical Information

The Avon School District #5 Schoolhouse was listed in the State Register of Historic Places in 1987 by the State of Michigan with significance noted: “The Avon School District #5 Schoolhouse has historical significance for its association with early educational development in Avon Township and Rochester. It has architectural note as an early work of Claire Allen, who specialized in the design of institutional buildings throughout Michigan. This building sits on the site of the first private school in Avon Township, constructed in 1847. This school was deeded over to Avon School District #5 in 1857.”

The historical designation may allow some restoration work and adaptive reuse expenditures to qualify for the Michigan historic preservation 25 percent tax incentive. Additionally, National Register designation may be possible to avail use of the 20% Federal Historic Tax Credit for qualified expenditures in the redevelopment of this property. All research, National Register nomination forms and the necessary tax filings are the sole responsibility of the purchaser.

4. Property Condition

In December 2018, the district awarded a contract to Kingscott & Associates to assess the Property structure and outline deficiencies. Inspections and evaluations of the Property revealed substantial improvements that will be required to remedy building defects and to bring the structures on the Property up to current building school code standards. Such improvements may exceed \$20,000,000 in cost. Different proposed uses and redevelopment plans may result in different anticipated rehabilitation costs. It will be the responsibility of the purchaser to determine any and all costs associated with their rehabilitation plans. A copy of such review will be made available to those persons submitting a proposal that is accepted for consideration by the Owner.

5. Contact Information

This RFP is provided for your consideration and contains standard terms of an offer to purchase for the Property. Please confirm your intent to purchase the Property by completing the Proposal Form attached as **Appendix A**, along with a proposed offer to purchase which contains the material terms set forth in the attached standard form Purchase Agreement (“Purchase Agreement Form”) attached as **Appendix B** (collectively referred to as “Proposal”) and deliver the same to the Owner’s legal counsel (“Seller’s Counsel”) identified as follows:

Collins & Blaha, PC
Rochester Community Schools RFP
31700 Middlebelt Road Suite 125
Farmington Hills, MI 48334

6. Due Date of Proposal

Your Proposal must be fully completed and delivered either by hand delivery, U.S. Mail or by overnight delivery through a nationally recognized delivery service, to be received by Seller’s Counsel no later than **March 28, 2022 at 5:00 p.m.** (“Deadline”). The Proposal must be signed by the individual proposed purchaser or by an authorized agent of any entity purchaser (the “Purchaser”) and submitted to Seller’s Counsel for review by the Owner and Seller’s Counsel. Proposals may be submitted by electronic mail to Seller’s Counsel at gcollins@collinsblaha.com

7. Questions and Correspondence

All questions regarding this Request for Proposal must be submitted to Seller’s Counsel. Material questions submitted by any prospective purchaser will be answered in writing by Seller’s Counsel and delivered to all persons who have obtained a copy of this RFP from Seller’s Counsel.

B. EVALUATION AND ACCEPTANCE OF PROPOSAL

1. Validity of Proposal

A Proposal shall remain a valid offer to purchase the Property for a period of ninety (90) days after the Deadline and shall be legally binding and enforceable upon the person who submits a Proposal (the “Purchaser”) and his/her/its successors and assigns upon acceptance by the Owner of the same, subject to prompt execution of an Approved Contract (as the term “Approved Contract” is defined below herein) that contains the material terms of the Purchase Agreement Form, including, but not limited to, the representations, covenants, and obligations of Purchaser and the remedies of Seller. For convenience, the Proposal Form and Purchase Agreement Form are available in Word format upon e-mail request from Seller’s Counsel at or at the address set forth above to facilitate preparation of a Proposal and Purchase Agreement in the recommended form.

2. Evaluation Criteria

Although the purchase price of the Property will be an important factor, the Owner is not obligated to sell the Property to the prospective Purchaser submitting the highest purchase price arising from this RFP to purchase and develop the Property. The Owner intends to evaluate each Proposal based on a variety of factors, including, but not limited to, the following: (1) purchase price; (2) the terms of any offer to purchase submitted by Purchaser, and any material deviations from the terms of that Purchase Agreement Form provided by Seller; (3) the financial wherewithal of Purchaser to purchase the Property and to complete the Anticipated Improvements; (4) the Purchaser’s knowledge and experience with adaptive reuse projects; and (5) The purchaser’s proposed use and rehabilitation plans for the property as determined to be in the best interest of Rochester Community Schools and the community. In addition, the Owner is interested in creative or unique proposals for alternative use or redevelopment of the Property that respects the history of the Property and its place in the community. The Proposal which is determined by the Owner, in its sole and absolute judgment, to be in the overall best interest of the Owner will be selected. The Owner may elect to withdraw this RFP in the event no Proposal submitted by a prospective purchaser is accepted by the Owner, in its sole discretion.

3. Acceptance of Offer

The Owner will evaluate the Proposals to determine, on a preliminary basis, which proposals are deemed to be the best proposals for further consideration. The Owner and Seller’s Counsel may negotiate with one or more prospective purchasers whose proposals were preliminarily determined to be the best proposals to reach a final Proposal and the Purchase Agreement to be submitted to the Owner for final consideration and/or approval. If the Owner approves a Proposal and final negotiated Purchase Agreement, the Owner’s authorized representative shall execute the final negotiated Purchase Agreement upon the terms approved by the Owner and Seller’s Counsel (the “Approved Contract”).

In all instances, the Owner reserves the right to accept or reject any or all Proposals, in whole or in part, and/or to negotiate with any prospective purchaser to reach terms and conditions determined to be in the best interest of the Owner.

C. TIMELINE OF PURCHASE

The anticipated timeline for the offering and sale of the Property is as follows:

Release of Request for Proposals:	January 17, 2022
Deadline for Proposal Submission:	March 28, 2022

These timelines may be adjusted by the Owner if the need arises.

D. STANDARD CONDITIONS OF OFFERS

1. Cash Sale

The full amount of the purchase price shall be paid by the successful Purchaser to the Owner by wire transfer at the time of closing.

2. “As Is” Condition

The Property shall be purchased in its “as is, where is” condition without any representations or warranties, express or implied, by the Owner.

E. DESCRIPTION AND DEVELOPMENT OF PROPERTY

1. Description of Property

The legal description of the property is described as follows:

Land situated in the City of Rochester, County of Oakland, State of Michigan, described as follows:

Lot 35 of "Supervisor's Plat No. 4" being a replat of outlots 1 to 13 including of original plat of Village of Rochester, Section 15, [T.3 N., R.11 E., Avon Township, Oakland County, Michigan (Liber 34, Page 39 Oakland County Records), beginning at the Northwest corner of Lot 35; thence S 89°59'35" E, 424.03 feet; thence S 00°47'47" W, 447.84 feet; thence S 89°58'06" W, 419.37 feet; thence N 00°12'00" E, 448.08 feet to the Point of Beginning, containing 4.34 Acres and subject to easements and restrictions of record.

Tax Parcel ID Number: 15-15-203-001
Commonly known as: 501 W. University Drive

2. Title of Property.

The Owner is the fee simple title owner of the Property, subject to only those rights, liens, easements and other encumbrances of record.

F. APPENDICES

- A. Proposal Form
- B. Standard Purchase Agreement Form (to be provided)
- C. Advertisement Copy
- D. Property photos

**APPENDIX A
Proposal Form**

**PROPOSAL
TO PURCHASE APPROXIMATELY 4.43 ACRES OF DEVELOPED PROPERTY
KNOWN AS THE ROCHESTER COMMUNITY SCHOOLS ADMINISTRATION
BUILDING, 501 W. UNIVERSITY DRIVE, ROCHESTER, MICHIGAN**

PURCHASER'S INFORMATION:

1. Name of Purchaser: _____
2. If an entity, list type of entity and state of formation: _____
3. Person completing information: _____
4. Address of Purchaser: _____
5. City: _____ State _____ Zip _____
6. Telephone Number: _____
7. Facsimile Number: _____
8. Email Address: _____

REQUIRED INFORMATION:

Please describe the plan that Purchaser has regarding the Rochester High School building located on the subject property if Purchaser acquires the subject property:

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TERMS OF OFFER:

1. Purchase Price: \$_____

3. Additional Conditions: Purchaser submits this Proposal with the understanding that if Rochester Community Schools (RCS) accepts this Proposal that Purchaser will execute the Purchase Agreement attached as **Appendix A** with all of the terms and conditions as contained therein, except as specifically modified and/or amended as follows:

(Attach Additional Sheets or mark up copy of Appendix A with changes, if desired)

The undersigned represents and warrants to RCS that he/she/it has been duly authorized to execute this Proposal on behalf of Purchaser and that if this Proposal is accepted by RCS that the same shall be binding upon and fully enforceable against Purchaser.

Print Name of Purchaser

Print Name and Title of Authorized Agent

Signature of Authorized Agent

Dated: _____, 2022

APPENDIX B
Standard Purchase Agreement Form

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this “**Agreement**”) is hereby made effective as of the ____ day of _____, 2022 (the “**Effective Date**”), between _____, a Michigan _____ (“**Seller**”), whose address is _____, and _____, a Michigan _____ (“**Purchaser**”), whose address is _____.

RECITALS

A. Seller is the owner of approximately 4.43 acres of land improved by a building containing approximately 89,716 square feet of gross building area and located in the City of Rochester, County of Oakland, and State of Michigan, with a postal address of 501 W. University Drive, and more particularly described on Exhibit “A” attached hereto (the “**Property**”):

B Seller has offered to sell the Property.

C. Seller has requested proposals for the purchase and development of the Property and has accepted a proposal submitted by Purchaser dated _____, 2022.

D. Seller and Purchaser desire to enter into this Purchase Agreement to establish the terms and conditions under which the Property will be acquired by Purchaser from Seller.

NOW THEREFORE, in consideration of the foregoing recitals which are deemed to be incorporated into and made a part of this Agreement, the Seller and Purchaser hereby agree as follows:

1. DEFINITIONS

In addition to certain terms defined in the Recitals and in other sections of this Agreement, Seller and Purchaser agree that the following definitions shall apply to this Agreement:

A. “**City**” means the City of Rochester, Michigan.

B. “**City Ordinances**” means all ordinances, enactments, rules, regulations and policies of the City, including, but not limited to, zoning and land use ordinances and requirements; building codes and use requirements; safety and health ordinances and requirements; site plan and building plan review and approval guidelines, procedures, requirements and conditions; ordinances, rules and regulations governing utilities, roads, curb cuts, Site Improvements, sidewalks, lighting and similar improvements; ordinances and rules assessing tap-in fees, connecting charges, use fees and any other fees, charges and expenses; and police, safety and traffic rules and regulations.

C. **“Closing”** means payment of the Purchase Price and conveyance of the Property pursuant to the terms of this Agreement.

D. **“Closing Date”** means the earlier of (i) ten (10) days after expiration of the Due Diligence Period; or (ii) ten (10) days after Notice by Purchaser to Seller that Purchaser is prepared to complete the Closing.

E. **“Deposit”** means the earnest money deposit of TWO (2%) PERCENT of the Purchase Price to be held by a title insurance company selected by Seller as escrow agent (**“Escrow Agent”**) to be delivered by Purchaser to said Escrow Agent upon Purchaser signing the Approved Contract as defined in this Agreement.

F. **“Encumbrance”** means any mortgage, security interest, lien, construction lien or encumbrance whether arising voluntarily or involuntarily, by grant, operation of law, execution, levy, transfer, assignment or otherwise.

G. **“Investigative Reports”** means all surveys, drawings, environmental reports, soil reports, plans, working drawings and all due diligence reports related to the Property.

H. **“Laws”** means all laws, statutes, orders, ordinances, codes, rules, regulations and standards of any federal, state and other governmental authorities applicable to the Property including, without limitation, building and use codes and requirements, handicap, safety and health laws, and environmental laws, rules and regulations.

I. **“Party”** or **“Parties”** mean either Seller or Purchaser individually or Seller and Purchaser, collectively.

J. **“Person”** means an individual, corporation, partnership (either general or limited), trust, limited liability company, limited liability partnership, entity or other form of organization, or one or more of them, as the context may require.

K. **“Purchase Price”** shall be as defined under Section 2 of this Agreement.

2. **PURCHASE PRICE.** Seller shall sell and Purchaser shall purchase from Seller the Property for the sum of _____ (\$_____.00) Dollars which shall be payable by confirmed wire transfer on the Closing Date.

3. **CONVEYANCE.** On the Closing Date, Seller shall transfer and convey the Property to Purchaser by Covenant Deed, free of all mortgages and liens, but subject to all easements and other restrictions of record, municipal regulations and zoning ordinances (the **“Covenant Deed”**).

4. **DUE DILIGENCE PERIOD.** Purchaser shall have not more than (a) ninety (90) days from the Effective Date (**“Due Diligence Period”**) to complete its due diligence investigation of the Property, which shall include without limitation, an investigation of (a) the availability of utility services, drainage, detention, sanitary sewer, storm sewer, applicable zoning ordinances, regulations and building codes, soil borings and other engineering and architectural tests,

environmental condition and determining the availability of governmental approvals (“**Site Conditions**”). Also, within the initial thirty (30) days from the beginning of the Title Examination Period as defined in Section 6 below, Purchaser shall review the condition of title to determine whether there are any Title Defects (as defined in Section 6 of this Agreement). Purchaser may conduct such other investigations as Purchaser deems necessary. If Purchaser disturbs the Property in connection with its investigation and does not purchase the Property, it shall, at its own expense, restore the Property to its prior condition.

Seller shall allow Purchaser reasonable access to the Property to review the Site Conditions during the Due Diligence Period. In addition, Seller shall extend all reasonable cooperation to Purchaser, its agent and employees, to facilitate such tests, surveys and inspections during the Due Diligence Period. Purchaser shall arrange that inspection through Owner’s representative or Seller’s Counsel. All tests, surveys and inspections shall be completed by Purchaser at its sole cost and expense.

If at any time prior to the expiration of the Due Diligence Period, Purchaser shall determine, in its reasonable discretion, that it does not wish to purchase the Property for one of the following reasons: (a) Title Defects, (b) unacceptable Site Conditions, or (c) lack of available financing, then Purchaser shall deliver written notice to Seller specifying the basis for not being able to Develop the Property, thereby terminating this Agreement (“**Termination Notice**”). Upon delivery of a Termination Notice, Purchaser shall be entitled to an immediate return of any Deposit made. If Purchaser fails to timely deliver the Termination Notice to Seller as required under this Agreement, Purchaser shall be deemed to be satisfied with the condition of the Property and shall be obligated to perform Purchaser’s obligations under this Agreement.

5. **RELEASE OF DEPOSIT.** The Deposit shall be given by Purchaser to Escrow Agent at the time Purchaser and Owner execute the final approved form of this Agreement, which said Deposit shall be held by Escrow Agent for release in accordance with the following terms and conditions:

A. At the time of Closing, the Deposit shall be applied against the Purchase Price.

B. If no Closing takes place as a result of Purchaser’s delivery of a Termination Notice and Purchaser is not in default under this Agreement, the Deposit shall be disbursed by Escrow Agent to Purchaser and neither Seller nor Purchaser shall have any further rights or remedies against the other Party under this Agreement, at law or in equity.

C. Upon the occurrence of an Event of Default (as defined under this Agreement), the Deposit shall be disbursed in accordance with Section 17 of this Agreement.

6. **TITLE INSURANCE.** Within fifteen (15) days after the Effective Date, Seller shall deliver to Purchaser an updated commitment for an ALTA current form of owner’s policy of title insurance (the “**Title Commitment**”) covering the Property issued by the Title Insurer, along with copies of all recorded encumbrances identified on the Title Commitment. At Closing, Seller shall cause the Title Insurer to issue a marked-up commitment for an owner’s policy of title insurance in the amount of the Purchase Price to be issued to and for the benefit of Purchaser, without

standard exceptions (the “**Title Policy**”). The cost of the Title Policy shall be paid by Seller out of proceeds from the sale of the Property at Closing. The cost of any endorsements required by Purchaser shall be the obligation of Purchaser. Seller shall cooperate to execute Seller’s disclosure documents as may reasonably be required by the Title Insurer to cause endorsements required by Purchaser to be issued as part of the Title Policy, provided, however, that Seller shall have no obligation to pay and/or incur any costs and expenses in connection with the issuance of such endorsements.

Purchaser shall have fifteen (15) days from and after its receipt of the Title Commitment and copies of all recorded encumbrances identified on the Title Commitment (the “**Title Examination Period**”) to approve or to object to the condition of title disclosed in the Title Commitment as determined by Purchaser in its reasonable discretion (“**Title Defects**”). If Purchaser provides Seller with written notice of Title Defects prior to the expiration of the Title Examination Period, Seller shall within fifteen (15) days after such written notice, (1) remedy the Title Defects, (2) cause the Title Insurer to provide insurance over the Title Defects, or (3) provide Purchaser with written notice that Seller will not remedy such Title Defects. If such Title Defects are not remedied by Seller or such notice of refusal to remedy such Title Defects is given by Seller to Purchaser, then Purchaser shall have the option of terminating this Agreement and receiving a return of the Deposit or continuing to pursue the purchase of the Property under this Agreement despite the Title Defects.

The Title Commitment shall be updated for the Closing and in the event such updated Title Commitment (“**Updated Title Commitment**”) discloses any new exceptions or conditions to title rendering the Property unsatisfactory as determined by Purchaser in its reasonable discretion (“**New Title Defects**”), Purchaser shall have the option to either waive such New Title Defects or terminate this Agreement by written notice to Seller on or before the Closing Date, in which event the Deposit shall be returned to Purchaser and thereafter the Parties shall have no further liability under this Agreement.

All Closing related fees charged by the Title Insurer other than the policy cost for an owner’s policy of title insurance in the amount of the Purchase Price shall be paid by Purchaser. Any state or county transfer taxes applicable at the Closing shall be payable by Seller. Purchaser shall pay all recording fees. The Parties shall pay their respective legal counsel fees.

7. PRORATION OF TAXES AND ASSESSMENTS. Seller is currently exempt from all real estate taxes and there will be no proration of any taxes or assessments.

8. BROKER COMMISSION. Seller and Purchaser represent to each other that neither Party has entered into a brokerage agreement.

9. AS-IS CONDITION. Purchaser acknowledges that it will during the Due Diligence Period have an opportunity to investigate the condition of the Property. Purchaser acknowledges and agrees that it will either exercise and/or waive such opportunity and Purchaser agrees not to make any claim against Seller in connection with such investigation. Purchaser hereby acknowledges and agrees to the following:

A. Purchaser is responsible for making all investigations (above ground and below ground) deemed necessary by Purchaser to determine whether the Property (1) contains any toxic or hazardous waste or materials (as defined or regulated by federal, state or local laws), (2) contains wetlands or is subject to adverse conditions, (3) contains adequate soil conditions, (4) is in satisfactory condition, and (5) is suitable for Purchaser's intended use;

B. Seller has made no representations or warranties of any kind with regard to the condition (above ground or below ground) of the Property;

C. Seller is offering and Purchaser shall be purchasing the Property under the terms of this Agreement in an "AS- IS" condition without any representations or warranties whatsoever of Seller regarding the Property;

D. Purchaser hereby waives any right to bring any claim against Seller of any nature whatsoever with regard to the physical condition of the Property unless Seller has affirmatively caused the condition of the Property to materially deteriorate after the date of this Agreement and prior to Closing; and

E. Upon delivery of the Covenant Deed to Purchaser, the Purchaser thereafter assumes all responsibility for any damages arising from an event or occurrence after the Closing Date caused by the physical conditions existing on the Property as of the Closing Date.

10. REPRESENTATIONS AND COVENANTS OF SELLER. Seller hereby makes the following representations and covenants to Purchaser, which representations and covenants shall be true and correct as of the date hereof, shall be deemed to have been renewed and restated as of the Closing Date and shall survive the Closing:

A. The undersigned representative of Seller has authority to enter into this Agreement and to perform and carry out all obligations, covenants and provisions hereof. Seller shall provide a resolution of authority for the Closing.

B. Seller has not entered into any other agreements for the sale or transfer of the Property or any part thereof and there are no lawsuits pending or to the best of the knowledge of Seller, threatened against Seller or the Property which may affect the transaction contemplated hereby.

C. Neither the execution nor delivery by Seller of this Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, charter or governing documents, or any agreement to which Seller is a party or by which Seller is bound.

11. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser hereby makes the following representations and warranties to Seller, which representations and warranties shall be true and correct as of the date hereof, shall be deemed to have been renewed and restated as of the Closing Date, and shall survive the Closing and shall continue until all of the obligations of Purchaser under this Agreement have been fully performed:

A. Purchaser is an entity duly organized and validly existing, in good standing under the laws of the State of Michigan, qualified to do business under the laws of the State of Michigan and has all requisite power and authority to own and operate its assets and properties, to carry on its business as now being conducted, and to enter into and perform the terms of this Agreement. Purchaser has provided Seller with an accurate and complete copy of its organizational documents ("**Organizational Documents**") in effect as of the date of this Agreement, and agrees to provide accurate and complete copies of any revisions or modifications to the Organizational Documents or replacement Organizational Documents effecting any change in members or management rights or transfers subject to the terms of this Agreement until Purchaser's obligations with respect thereto have terminated.

B. The execution and delivery by Purchaser of this Agreement and consummation of the transactions contemplated hereby have been duly authorized by all necessary action of the entity Purchaser and a resolution in form reasonably required by Seller evidencing such action by the undersigned representative of Purchaser shall be provided to Seller.

C. To the best of Purchaser's knowledge, neither the execution nor delivery of this Agreement nor the consummation of the transactions contemplated hereby by Purchaser is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, Purchaser's Organizational Documents or any agreement to which Purchaser is a party or by which it is bound.

D. No representation or warranty by Purchaser, or any written statement or certificate furnished to Seller pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or will omit to state any fact necessary to make the statements contained herein or therein not misleading.

E. Purchaser has no notice of and there is no pending or, to the best of Purchaser's knowledge, threatened litigation, administrative action or examination, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof which would affect Purchaser or its principals from carrying out the covenants and promises made herein.

12. CLOSING AND CONVEYANCE OF PROPERTY. Seller and Purchaser shall complete the Closing on the Closing Date. The Closing shall be held at the offices of Seller's Counsel or such other location as is mutually acceptable to the Parties. Seller shall convey the Property to Purchaser by Covenant Deed. Purchaser shall be entitled to sole and exclusive possession and occupancy of the Property on the Closing Date, free and clear of all tenancies, occupancies or other rights to possession.

13. CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE. Notwithstanding anything to the contrary set forth in this Agreement, the obligations of Seller to consummate the sale and purchase of the Property shall be subject to and conditioned upon the satisfaction of the following conditions precedent:

A. The representations and warranties of Purchaser are true and correct in all material respects as of the date of this Agreement and the Closing Date.

B. There shall be no Event of Default by Purchaser under the terms of this Agreement.

C. There shall be no injunctions or similar legal orders affecting the Property nor shall there be pending any litigation against Seller or Purchaser which would prevent Seller from conveying the Property to Purchaser or prevent Purchaser from purchasing the Property or would prevent Seller or Purchaser from performing their respective obligations under this Agreement.

D. Receipt by Seller of funds via wire transfer in the amount of the Purchase Price, subject to adjustments at Closing as shall be required under this Agreement.

14. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION TO CLOSE. The obligation of Purchaser to Close shall be subject to and conditioned upon the satisfaction of the following conditions precedent:

A. The representations and covenants of Seller are true and correct in all material respects as of the date of this Agreement and the Closing Date; and

B. Purchaser shall receive a Title Policy marked up at the Closing.

15. INDEMNITY. Purchaser hereby indemnifies, defends and holds Seller and its board, board members, commissions, authorities, elected and appointed officials, employees and volunteers, attorneys, consultants and advisors, agents and representatives ("**Indemnified Parties**") harmless from and against any and all claims, causes of action, in law or in equity, suits, arbitrations, administrative or governmental proceedings, demands, rights, contracts, agreements, promises, liens, encumbrances, liabilities, personal injuries and deaths, damages, losses, costs or expenses of any nature whatsoever (collectively "**Indemnified Claims**") which may be imposed upon, incurred by or asserted against the Indemnified Parties arising during the Due Diligence Period or otherwise arising out of the investigation, construction, ownership, maintenance and operation of Purchaser and its shareholders, directors, officers, members, managers, employees, contractors, subcontractors, agents and representatives ("**Related Parties**") on the Property.

16. EVENTS OF DEFAULT AND REMEDIES.

A. **Default by Purchaser.** Each of the following events shall constitute an Event of Default by Purchaser under this Agreement:

1. Any representation or warranty of Purchaser under this Agreement or contained in any document provided by Purchaser to Seller proves to be untrue or misleading in any material respect when made or shall become untrue prior to Closing.

2. Purchaser's failure to close on the acquisition of the Property, except for failure of the Conditions Precedent to Closing to be satisfied under the terms of this Agreement.

B. **Default Remedies of Seller.** Upon an occurrence of an Event of Default of Purchaser, the Seller shall be entitled to the following rights and remedies:

1. Terminate this Agreement by written notice to Purchaser;
2. Retain the forfeited Deposit; and
3. Enforce Purchaser's obligation to provide and convey to Seller the Investigative Reports to the extent such have not been provided by Purchaser.

C. **Default by Seller and Remedies of Purchaser.** It shall be an Event of Default by Seller under this Agreement if Seller fails or neglects to perform a covenant or obligation on its part to be performed under this Agreement, after notice and opportunity to cure as required by this Subsection 16(C) has been given to Seller. Upon the occurrence of such Event of Default, Purchaser's sole and exclusive remedies shall be the right to seek the recovery of Damages (as defined herein) and the right to receive an immediate refund of the Deposit. Seller shall not be in default in any covenant or obligation under this Agreement unless and until Purchaser has provided Seller with written notice that Seller has failed to comply with any obligations under this Agreement and Seller has failed to cure within thirty (30) days of receipt of such written notice, unless the nature of the noncompliance is such that it cannot be cured with due diligence within such thirty (30) day period; in which event, Seller has failed to commence to cure such default within such thirty (30) day period and thereafter diligently pursue the cure of such default. The term "**Damages**" shall mean only those reasonable and direct third party expenses actually paid by Purchaser from and after the Effective Date until the date of default by Seller, for surveying expenses, architectural fees and expenses, reasonable legal fees and application and loan commitment fees, but in no event in excess of the amount of Five Thousand (\$5,000.00) Dollars in the aggregate. The following shall be conditions precedent to Purchaser's right to seek recovery of Damages against Seller: (a) all of the conditions precedent in Section 14 required by the Purchaser have been satisfied other than the advance of net sales proceeds; and (b) Purchaser's financing is otherwise available for Closing, subject to removal of Seller's Event of Default.

17. DELIVERY AND CONVEYANCE OF INVESTIGATIVE REPORTS. Upon the occurrence of an Event of Default by Purchaser described in Subsection 16A above, Purchaser shall, within three (3) business days of request by Seller and without any charge to Seller, convey and deliver to counsel for Seller all Investigative Reports pertaining to the Project in the possession of or owned by Purchaser.

18. NOTICES. All notices, consents, approvals, requests and other communications herein collectively called "**Notices**" required or permitted under this Agreement shall be given in writing, signed by an authorized representative of Seller or Purchaser and mailed by certified or registered mail, return receipt requested, personally delivered, sent by overnight courier or sent by confirmed e-mail transmission to a party as follows:

To Seller:

Attn: _____

E-Mail: _____

To Purchaser:

Attn: _____

E-Mail: _____

All such Notices shall be deemed served upon the date of personal delivery, the day after delivery to a recognized overnight courier, the date of the transmission by e-mail is confirmed to be received by the intended recipient or two days after mailing by registered or certified mail. Any Party may by written Notice given under this Agreement designate any further or different addresses or recipients to which subsequent notices, certificates or communications hereunder shall be sent.

19. MISCELLANEOUS.

A. Effect. This Agreement shall be effective upon execution by Seller and Purchaser and receipt by Seller of the Deposit. This Agreement shall continue in full force and effect with respect to the Property and the Parties until Closing or until this Agreement is terminated by either Party as provided for herein.

B. Entire Agreement. This Agreement sets forth all of the covenants, agreements, stipulations, promises, conditions and understandings between Purchaser and Seller concerning the sale of the Property. Neither the Seller, nor any of its respective board and commission members, elected and appointed officials, employees and volunteers, attorneys, consultants, advisors, agents and representatives, and board, commissions and authorities, have made any covenant, agreement, stipulation, promise, condition or understanding, warranty or representation, either oral or written, other than set forth herein.

C. Amendment. This Agreement shall not be modified, altered or amended except by written agreement duly executed by Seller and Purchaser.

D. Third-Party Beneficiaries. No terms or provisions of this Agreement are intended to be, or shall be, for the benefit of any person not a party hereto, and no such person shall have any right or cause of action hereunder.

E. Invalidity of Particular Provision. The invalidity of any article, section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, subsections, clauses or provisions hereof which shall remain valid and be enforced to the fullest extent permitted by law.

F. Captions. The captions in this Agreement are inserted only as a matter of convenience and in no way define, limit, enlarge or describe the scope or intent of this Agreement or in any way shall affect this Agreement or the construction of any provision hereof.

G. **Waivers.** A Party may not waive any default, condition, promise, obligation or requirement applicable to the other Party hereunder, unless such waiver is in writing signed by an authorized representative of such Party and expressly stated to constitute such waiver. Such waiver shall only apply to the extent given and shall not be deemed or construed to waive any such or other default, condition, promise, obligation or requirement in any past or future instance. No failure by Seller or Purchaser to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy in the Event of Default, shall constitute a waiver of such default in such covenant, agreement, term or condition.

H. **Time is of the Essence.** Time is of the essence with respect to all time and notice deadlines set forth in this Agreement.

I. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan. Purchaser agrees, consents and submits to the personal jurisdiction of any competent court of jurisdiction in Oakland County, Michigan, for any action brought against it arising out of this Agreement. Purchaser also agrees that it will not commence any action against Seller because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this Agreement in any courts other than those in the County of Oakland, State of Michigan or any Federal Court with jurisdiction in the County of Oakland, State of Michigan.

J. **Successors and Assigns.** The covenants, conditions and agreements in this Agreement shall be binding upon and inure to the benefit of Purchaser and Seller. Purchaser agrees that it shall not assign any of its rights under this Agreement without the prior written consent of Seller.

K. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute one and the same instrument.

L. **Survival.** Purchaser hereby acknowledges and agrees that all of the obligations of Purchaser under this Agreement shall survive the Closing and shall be covenants running with the land and binding upon Purchaser, its successors and assigns for the benefit of Seller until and to the extent such obligations are expressly terminated in accordance with the provisions of this Agreement.

The undersigned Parties, by and through their duly authorized representatives, have executed this Purchase Agreement as of the day and year identified below their respective signatures, to be effective as of the Effective Date referenced herein.

“Seller”

_____,
a Michigan _____

By: _____

Its: _____

Date: _____, 2022

“Purchaser”

_____,
a Michigan _____

By: _____

Its: _____

Date: _____, 2022

APPENDIX C
Advertisement Copy

LAND AND BUILDINGS FOR SALE
4.43 ACRES OF PROPERTY
KNOWN AS THE ROCHESTER COMMUNITY SCHOOLS ADMINISTRATION
BUILDING
501 W. UNIVERSITY DRIVE, ROCHESTER, MICHIGAN

Collins & Blaha, PC. represents an owner that is interested in receiving offers for the purchase of a parcel of land containing approximately **4.43 acres** zoned 401 Residential.



A proposal package that contains the terms and conditions which the property owner requires for consideration of a proposal to purchase this parcel may be obtained by written request to:

Collins & Blaha, PC
RE: Rochester Community Schools Administration Building
31700 Middlebelt Road Suite 125
Farmington Hills, MI 48334

All proposals to purchase this site must be submitted in writing in substantially the form required by the proposal package by **March 28, 2022 at 5:00 p.m.** to be considered.

APPENDIX D
Property Photos



University Drive Entrance



Fourth Street



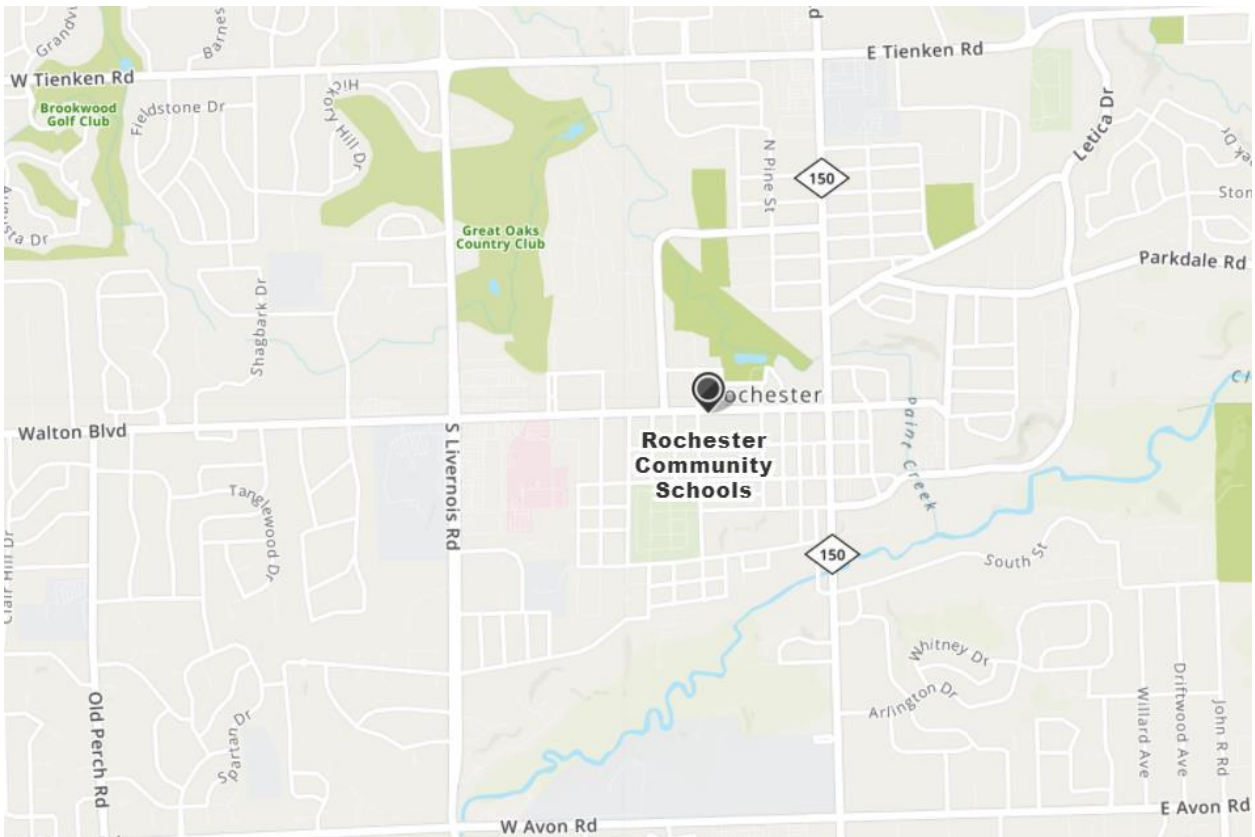
Wilcox Street



University Drive



Aerial



Area Map