REQUEST FOR PROPOSALS
Sale of Appx 53.58 Acres of Real Property
Brockway Township, St. Clair County, Michigan

Yale Public Schools
198 School Drive
Yale, Michigan 48097

Mr. Kurt Sutton, Superintendent
Telephone: (810) 387-3231
Email: ksutton@ypsd.us

I. General Information

A. Introduction - Description of Proposal Process

Thank you for your interest in real property owned by Yale Public Schools ("District"). The property is located West of Emmett Road, North of Metcalf Road, South of Norman Road, and East of Mill Creek, in Brockway Township, St. Clair County, Michigan, and is more particularly described in Attachment "A," attached hereto. The property is approximately 53.58 acres and is primarily used for agricultural purposes. Adjacent properties are used for rural residential and agricultural purposes.

Proposals for the property must be received at the office of the Superintendent, on or before 10:00 a.m., October 30, 2026 ***No proposal under $7,000 per acre will be considered.*** Proposals may be withdrawn, but only with written notice given to the address on the cover page and received by the Superintendent prior to the submission deadline. The District may reject late proposals. All submitted proposals will become the property of the District and will not be returned. Submitted proposals that are not timely withdrawn or modified shall be irrevocable for a minimum period of ninety (90) calendar days following the submission deadline.

The proposals may or may not be opened by the District immediately after the deadline for submission, and such decision rests solely in the District's discretion. The District reserves the right to engage in further discussions with any or all proposers subsequent to the deadline for submission to negotiate financial terms or otherwise. Participation in subsequent negotiations by the proposer is not mandatory, and each proposer may rely solely on its submitted bid without modification, which shall remain firm for the time period identified above. However, participation in subsequent discussions may increase the proposer's chances of being selected. The District will select, if at all, the proposer whose proposal or negotiated proposal is deemed in the best interest of the District. The District shall have no obligation to select any proposal, even a proposal exceeding $100,000 per acre, and may reject any or all proposals at any time.

Promptly after being notified of selection, the selected proposer shall execute a purchase agreement in the form attached hereto as Attachment "B" (with relevant business terms to be inserted). Submission of a proposal will be deemed an acceptance of the terms in the attached purchase agreement, except to the extent the proposer specifically identifies all objections thereto in writing along with a suggested modification for each relevant provision.

If, for any reason, the property transfer is not closed per the terms of the purchase agreement (*e.g.*, title defects, environmental conditions) with the selected proposer, the District reserves the right to award to any other proposer in the best interests of the District.

All proposals should be marked "REAL PROPERTY BID" and include the following information:

1. Bidder Name
2. Bidder Address/City/State/Zip Code
3. Bidder Phone Number
4. Bidder Email Address
5. Amount of Offer, identified in dollars.
6. Any proposed modifications to the purchase agreement.

A certified or cashier's check in the amount of ten percent (10%) of the bid shall accompany each proposal as an earnest money deposit. The deposit amount will be credited to the purchase price at the closing of the sale of the Property. Should the winning bidder refuse to fulfill its bid obligations after an award has occurred, including but not limited to, entering into the purchase agreement, the entire deposit amount shall be retained by the school district and used to offset costs related to such refusal, including increased costs for administration and rebidding. The deposit amount will be returned to unsuccessful bidders within five (5) business days from the date the transaction closes, but no later than ninety (90) days from the date that the proposals are due.

The information contained in this RFP is believed to be accurate, but it is not warranted. The District makes no representation concerning the condition or suitability of the Property for any reason. Bidders should conduct any due diligence which they feel is necessary to confirm the status of the property. The Property shall be sold by quit claim deed, "**AS IS AND WITH ALL FAULTS**," in the form attached as Exhibit 1 to the Purchase Agreement attached hereto as Attachment "B". Questions about the Property and/or requests to inspect the Property may be directed to Mr. Kurt Sutton in accordance with the contact information provided on the cover page.

The District expressly reserves the right to accept or reject any and all proposals. The winning bid, if any, will be the bid determined by the Board of Education, in its sole discretion, to best serve the interests of the school district. A number of finalists may be selected and asked to provide additional information, including financial qualifications. The additional information may facilitate the final selection of the successful purchaser.

Very truly yours,

YALE PUBLIC SCHOOLS

_____

By: Kurt Sutton
Its: Superintendent

B. Fact Sheet

Address:	Emmett Road (Vacant Land)
Parcel No:	74-10-036-4001-001
Location:	West of Emmett Road, North of Metcalf Road, South of Norman Road, and East of Mill Creek
Municipality:	Brockway Township, St. Clair County, Michigan
School District:	Yale Public Schools
Price:	To be determined, not less than $7,000 per acre.
Terms:	Cash or certified funds at closing.
Commission:	No real estate commission will be paid by Yale Public Schools. Brokers must look to respondent for compensation.
Current Use:	Vacant
Nearby Uses:	Agriculture

II. RFP Submission Requirements

An original and two (2) copies of each proposal must be submitted to Mr. Kurt Sutton, on or before on or before 10 a.m. on, October 30th, 2026. The District, in its sole discretion, may reject any submission made after this time. Responses shall remain valid, active and firm for a period of ninety (90) days from the due date. Each respondent should submit the information requested herein in standard letter sized format. The outside of the package containing the proposal should be clearly marked "Real Property Bid."

A. Cover Letter

All proposals must include a cover letter with a statement that the individual signing the letter is authorized to obligate the entity to proceed with the purchase of the property.

B. Financial Reports

The District will only enter into a purchase agreement with a buyer that possesses the necessary financial qualifications to purchase the property. Proposers may be requested to provide financial reports, bank letters, or other documents to support the buyer's ability to purchase the property.

C. Municipal Approvals

Proposer shall identify its proposed use of the property, if known, and demonstrate a reasonable likelihood of receiving all applicable municipal approvals for such use.

D. Other Factors

Although there is no obligation to do so, each respondent should feel free to provide a description of other factors not accounted for in the RFP that the respondent believes underscores the respondent's qualifications to purchase the property.

III. Selection Process Overview and Selection Criteria

A. Process Overview

On or before 10 a.m., October 30, 2026, the respondent shall submit a proposal in response to this RFP. The proposals will be reviewed by the District's administrative team and thereafter evaluated by the Board of Education. If the District requires interviews or other additional information, it may request same from (a) all respondents; or (b) those respondents that the District determines appear most likely to be selected as finalists. Respondents selected to appear for an interview, to provide additional information, or to engage in subsequent negotiations as applicable, will be notified in writing, by mail, by facsimile transmission, by email, by telephone, or in person regarding the time and place of such interview/discussion. After reviewing and evaluating the proposal(s) and possibly conducting interviews/discussions, the District will (i) narrow the respondents to a short list to be invited to make a best and final submission; (ii) select a respondent; or (iii) withdraw the RFP at any time.

B. RFP Selection Criteria

The following criteria may be used to evaluate submitted proposals:

- The purchase price of the Property
- The proposed use of the Property, as permitted by law
- The degree to which the respondent demonstrates financial capability to acquire the Property
- The degree to which the respondent demonstrates a reasonable likelihood of obtaining applicable municipal approvals for its intended use of the Property
- Any other factor deemed relevant by the District

C. Award

Based on its evaluation of the proposals as described in this RFP, the District will determine proposals that are reasonably acceptable to the District or, alternatively, that none of the proposals are acceptable. The District may engage in further discussion with any or all proposers subsequent to the deadline for submission to negotiate financial terms or otherwise. The District will select, if at all, the proposer whose proposal or negotiated proposal is deemed in the best interest of the District.

Promptly after being notified of selection, the selected proposer shall execute a purchase agreement in the form attached hereto (with relevant business terms to be inserted). Each respondent should carefully review these legal documents, and the respondent's proposal should address any comments or concerns regarding same. Submission of a proposal will be deemed an acceptance of the terms in the attached purchase agreement, except to and to the extent the proposer specifically and expressly identifies objections thereto in writing and identifies a suggested modification for each such objection.

If the selected proposer refuses to enter into a purchase agreement upon the terms described above, the District may then, in its sole discretion and without incurring any liability, terminate or suspend negotiations with the respondent and proceed to finalize and execute a purchase agreement with another proposer.

If a purchase agreement is entered into with the selected proposer and for any reason the property transfer is not closed per the terms of the purchase agreement (*e.g.*, title defects, environmental conditions, other termination), the District reserves the right to award to any other proposer in the best interests of the District.

At closing, the District will transfer the Property by quit claim deed, the form of which is attached as Exhibit 1 to the Purchase Agreement attached hereto as Attachment "B".

D. District Schedule

The District intends to undertake this selection in the most expedient manner possible. At this time, the District anticipates that the process of selecting and designating the purchaser will be used as follows:

RFP Released	9-10-26
Proposal Documents due by 10 a.m., 10-30-26	RFP Due 10-30-26
Administrative Review and Proposer Negotiations	November 2026
Board Review and Award	TBD
Due Diligence Period	TBD
Closing	TBD

E. Rights of District

The District reserves, holds and may exercise, at its sole discretion, the following rights and options with regards to the RFP:

- To reject, for any reason, including non-compliance with the RFP, any and all responses and components thereof, and to eliminate any and all respondents to the RFP from further consideration for the selection.
- To supplement, amend or otherwise modify the RFP.
- To waive any technicality or non-conformance of the proposals, whether material or otherwise.
- To change or alter the schedule for any events called for in the anticipated selection schedule set forth herein.
- To conduct investigations of any or all of the respondents and/or their responses as the District deems necessary and convenient.
- To clarify the information provided as part of the response, including discussions with contact persons and any supplied or discovered references.
- To request additional information to support the information included in any response.

- To decline to select any respondent for any lawful purpose.
- To decline to enter into a purchase agreement for any lawful purpose.
- To abandon this selection process at the District's convenience at any time and for any reason.
- To select a qualified respondent and negotiate a purchase agreement and other documents based upon a response, that in the District's sole judgment, best serves the interest of the District, the residents of the District, or the region in general.

F. Cost of Preparation

Each response and all required information pursuant to the RFP shall be prepared at the sole cost and expense of the respondent. There shall be no claims whatsoever against the District, its staff, Board of Education or consultants for reimbursement for payment of costs or expenses incurred in the preparation of a response or other information related in any way to this RFP.

ATTACHMENT "A"

Legal Description

SECTION 36, T8N, R14E. BEG AT W 1/4 COR, TH S 00D 18M 42S E 238.55' TH ALONG CENTER OF MILL CREEK S 89D 54M 57S E 109.28', TH S 72D 54M 55S E 381.23', TH S 68D 26M 55S E 304.25', TH S 52D 22M 58S E 216.22', TH S 39D 02M 11S E 448.52', TH S 08D 33M 23S E 237.68', TH S 16D 01M 07 E 128.40', TH N 89D 40M 46S E 1356.80', TH N 00D 15M 33S W 1316.97' TO BEG.

Tax Parcel No. 74-10-036-4001-001

[Alternatively, the parties may mutually agree to use the legal description from any survey obtained by Purchaser pursuant to the proposed Purchase Agreement attached to this RFP.]

ATTACHMENT "B"

PURCHASE AGREEMENT

This Agreement is entered into this ____ day of _____, 20___, by and between the Yale Public Schools, a Michigan general powers school district organized and operating under the Revised School Code, MCLA 380.1, *et seq.*, as amended, whose address is 198 School Drive, Yale, Michigan 48097 ("Seller") and _____, whose address is _____ ("Purchaser"), for the transfer of real property described as follows:

SECTION 36, T8N, R14E. BEG AT W 1/4 COR, TH S 00D 18M 42S E 238.55' TH ALONG CENTER OF MILL CREEK S 89D 54M 57S E 109.28', TH S 72D 54M 55S E 381.23', TH S 68D 26M 55S E 304.25', TH S 52D 22M 58S E 216.22', TH S 39D 02M 11S E 448.52', TH S 08D 33M 23S E 237.68', TH S 16D 01M 07 E 128.40', TH N 89D 40M 46S E 1356.80', TH N 00D 15M 33S W 1316.97' TO BEG.

Tax Parcel No. 74-10-036-4001-001

[Alternatively, the parties may mutually agree to use the legal description from any survey obtained by Purchaser pursuant to the proposed Purchase Agreement attached to this RFP.]

("Property").

1. Property Transferred. The Purchaser shall purchase and receive and the Seller shall sell the Property, including all easements and other interests and rights of Seller which are appurtenant to the real estate, if any, including, but not limited to, all right, title, and interest of the Seller in and to any land lying in street, road or avenue in front of, within or adjacent to, or adjoining such land.

2. Purchase Price. The Property shall be purchased for the sum of _____ Dollars ($_____). The entire Purchase Price shall be paid in cash or certified funds by Purchaser to Seller at closing.

3. Closing and Possession. Closing of the sale described herein shall take place at the office of Seller's Superintendent of Schools, unless the parties agree to use a title company as set forth in Paragraph 10, upon which the closing may occur at such title company if the parties so agree. Closing shall occur within ten (10) days following the date that all documents are prepared and approved, but in no event shall the closing be held later than _____, 20___. Possession of the Property shall be given to Purchaser at closing.

4. Property Taxes. Seller shall be responsible for all property taxes, if any, on the Property which became due in the years before the year of closing. Purchaser shall be responsible for all property taxes on the Property which become due in the years following the year of closing. Property taxes during the year of closing shall be prorated on a calendar year basis. Any "recapture" property taxes and assessments resulting from the loss of a qualified tax exemption, including but not limited to a qualified agricultural property tax exemption, related to the transfer contemplated herein shall be paid by Purchaser.

5. Evidence of Title; Inspections. Purchaser may, at its expense, obtain a commitment for an owner's policy of title insurance. Within five (5) days of receipt of the commitment for title insurance, but in no event more than thirty (30) days after the Effective Date of this Agreement, the Purchaser shall notify the Seller of any restrictions, reservations, limitations, easements, liens and other conditions of record disclosed in such commitment which would unreasonably interfere with the Purchaser's proposed use of the Property and are therefore objectionable to the Purchaser ("Title Defects").

The Purchaser may also, at its expense, obtain a survey for the Property. Within five (5) days of receipt of any such Survey, but in no event more than thirty (30) days after the Effective Date of this Agreement, the Purchaser shall notify the Seller of any conditions disclosed in such Survey which would unreasonably interfere with the Purchaser's proposed use of the Property and are therefore objectionable by the Purchaser ("Survey Defects"). If the Purchaser obtains a survey pursuant to this paragraph, the parties may agree in writing to use the legal description included within such survey in this Purchase Agreement and in any other closing document.

The Purchaser may also, at its expense, conduct and conclude any other reasonable inspections of the Property for environmental conditions or otherwise. Within five (5) days of receipt of any such inspection results, but in no event more than thirty (30) days after the Effective Date of this Agreement, the Purchaser shall notify the Seller of any conditions disclosed in such Survey which would unreasonably interfere with the Purchaser's proposed use of the Property and are therefore objectionable by the Purchaser ("Inspection Defects").

Should the Purchaser timely notify the Seller of any such Title Defects, Survey Defects or Inspection Defects (collectively, the "Defects"), the Seller shall have until the closing date to cure or remove the Defects. Any Defects that are not timely raised shall be deemed waived. If timely-raised Defects are not cured by the date set for closing, the Purchaser may, at the Purchaser's option, terminate this Agreement, or alternatively set a mutually agreeable date with the Seller to extend the closing date so as to provide the Seller with an additional opportunity to cure the Defects. Further, at any time, the Seller may terminate this Agreement without penalty should it choose not to cure any such Defects.

Purchaser acknowledges that, by closing the transaction, all conditions of the Property are acceptable, including any previously identified Defects.

6. Disclosure and Disclaimer of Warranties. **AT CLOSING, PURCHASER SHALL CONFIRM IN WRITING TO THE SELLER, IN THE FORM ATTACHED HERETO AS EXHIBIT 1, THAT IT HAS INSPECTED THE PROPERTY AND AGREES TO TAKE THE PROPERTY "AS IS AND WITH ALL FAULTS, AND IN ITS PRESENT CONDITION" AND THAT THERE ARE NO OTHER OR ADDITIONAL WRITTEN OR ORAL UNDERSTANDINGS CONCERNING THE STATUS OF TITLE OF CONDITION OF THE PROPERTY. SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES ON THE PROPERTY.**

7. Environmental Matters. It is the intention and agreement of Seller and Purchaser that following conveyance of the Property to Purchaser, Seller shall have no liability or exposure with respect to any environmental remediation required on the Property or with respect to claims of third parties arising out of or based upon exposure, subsequent to such conveyance, to hazardous substances or other conditions known or unknown which may be in or about the Property, and as stated above, the Purchaser is accepting the Property in its "as is" condition with full liability therefor. The Seller and Purchaser agree as follows:

(a) Purchaser shall, at its sole expense, be responsible for and pay the cost of, any and all environmental assessments and remedial actions, if any, required pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 USC 9601, *et seq.*, as amended, the Michigan Natural Resources and Environmental Protection Act, MCL 324.101, *et seq.*, as amended, or any and all other applicable Federal, State or local statutes, laws, ordinances, codes, rules, regulations, and guidelines (including consent decrees and administrative orders) relating to public health and safety and the protection of the environment.

(b) Purchaser shall, at its sole expense, be responsible for and pay the cost of, investigation, repairs and modifications as are necessary to assure that the Property is safe and appropriate for its intended uses and that the Property complies with all applicable building codes or other applicable laws or regulations and is not in violation of any federal, state or local laws, regulations or orders pertaining to the environment or use of the Property.

(c) Purchaser further agrees that it shall, at its expense, defend against any claims asserted by third parties, including (not by way of limitation) Purchaser's employees and members of the general public, by reason of exposure in and about the Property after the date of closing to any hazardous substance as defined in MCL 324.20101, as amended, or as defined in any other applicable federal or state law, regulation, ruling, order, or as a result of any other allegedly dangerous conditions known or unknown existing in and about the Property as of the date of conveyance to Purchaser.

(d) Purchaser shall not look to Seller or its successors or assigns, for any reimbursement, apportionment, or contribution with respect to the liability assumed, and expenditures incurred by Purchaser pursuant to subparagraphs (a), (b) and (c) above, by reason of the existence of any hazardous substance (as above defined) or which may be assessed as response costs or investigative costs by any governmental agency, whether such right be pursuant to common law or by statute.

(e) Purchaser hereby agrees to indemnify and save harmless Seller, its successors and assigns from any and all damages, judgments, administrative orders, fines, civil and criminal penalties including, not by way of limitation, all reasonable attorneys' fees incurred by Seller in defending against such claims or in enforcing this subparagraph (e) or any other provisions of this Paragraph 7 which Seller may incur or be subject to by reason of the Purchaser's failure to perform promptly and adequately, their obligations under subparagraphs (a), (b) and (c) above, by reason of the existence of any hazardous substance (as above defined) or which may be assessed as response costs or investigative costs by any governmental agency.

(f) Seller shall promptly notify Purchaser in reasonable detail of any claim, demand, action or proceeding for which indemnification will be sought under this Agreement. Likewise, Purchaser shall promptly notify Seller in reasonable detail of any claim, demand, action or proceeding against Purchaser for which Seller would be entitled to indemnification under this Agreement. Seller shall have the right to participate, at its own expense, with respect to any claim, demand, action or proceeding. In connection with any such claim, demand, action or proceeding, Seller and Purchaser shall cooperate with each other and provide each other with access to relevant books and records in their possession and Purchaser shall provide Seller with reasonable access to the Property.

(g) The provisions of this Paragraph 7 shall, in the case any one or more of the same is deemed to be unenforceable, be severable, meaning that the unenforceability of any given provision shall not affect the enforceability of the remaining provisions.

(h) This Paragraph 7 shall be binding upon the Purchaser, its successors and assigns, including any party to whom any of the Property is conveyed or leased in whole or in part, by Purchaser.

(i) The provisions of subparagraphs (a) through (h), above, shall survive closing and shall not be merged into the transferring deed. At closing, the provisions of subparagraphs (a) through (h) shall be placed in recordable form, in the form attached hereto as Exhibit 2, signed and acknowledged by Purchaser and Seller and then recorded by Seller, at its expense, with the St. Clair County Register of Deeds.

8. Attorney's Opinion. Either party may retain an attorney at its sole cost to pass on the marketability of the title to the Property and to review the details of the sale before the closing.

9. Special Assessments. Special Assessments which are lien on the Property before the date of closing shall be paid by Seller. Special Assessments which are not a lien on the Property on or before the date of closing shall be paid by the Purchaser.

10. Title Company. If Purchaser obtains a title commitment as set forth in Paragraph 5, the parties may agree to use such title company for closing the transaction, as further described in Paragraph 3. Any and all costs related to the title company, including but not limited to closing costs, escrow costs, and recording costs, shall be paid by the Purchaser.

11. Quit Claim Deed. At the closing Seller shall deliver to Purchaser a quit claim deed in substantially the form attached hereto as Exhibit 3.

12. Time of Essence. Time is of the essence with respect to all dates and times set forth in this Agreement.

13. Whole Agreement . This Agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transactions herein contemplated. Except for the RFP and accepted portions of the Purchaser's response to same, which are incorporated herein by reference, none of the prior and contemporaneous negotiations, preliminary drafts or prior versions of this Agreement leading up to its execution and not set forth herein shall be used by any of the parties to construe or affect the validity of this Agreement. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party.

14. Closing Costs. Except for the Seller's attorney's fees, the Purchaser shall pay for all costs at closing, including any transfer tax (the Seller is exempt from transfer tax), preparation of closing documents, closing costs, costs of the title commitment and title insurance (if any), recording costs, costs related to surveys and inspections (if any), and Purchaser's attorney's fees.

15. Amendments. This Agreement may be amended or modified only by a document in writing executed by each of the parties named above.

16. Successors and Assigns. The Purchaser reserves his right to assign or otherwise transfer his interest in this Agreement. This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.

17. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

18. Effective Date. This Agreement shall become effective as of the date upon which the last of the parties listed below shall have signed this Agreement.

19. Counterpart Signatures. This Agreement may be executed in one or more counterparts, including facsimile copies and/or scanned/emailed copies, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

WITNESSES:

_____

_____

YALE PUBLIC SCHOOLS,

By: _____

Its: _____

Dated: _____

WITNESSES:

_____

_____

PURCHASER,

By: _____

Its: _____

Dated: _____

Exhibit 1 to Purchase Agreement

PURCHASER'S STATEMENT

_____, whose address is _____ ("Purchaser"), is purchasing from Yale Public Schools, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 198 School Drive, Yale, Michigan 48097 ("Seller"), an approximately 53.58-acre parcel of real property in Brockway Township, St. Clair County, Michigan, more particularly described as follows:

> SECTION 36, T8N, R14E. BEG AT W 1/4 COR, TH S 00D 18M 42S E 238.55' TH ALONG CENTER OF MILL CREEK S 89D 54M 57S E 109.28', TH S 72D 54M 55S E 381.23', TH S 68D 26M 55S E 304.25', TH S 52D 22M 58S E 216.22', TH S 39D 02M 11S E 448.52', TH S 08D 33M 23S E 237.68', TH S 16D 01M 07 E 128.40', TH N 89D 40M 46S E 1356.80', TH N 00D 15M 33S W 1316.97' TO BEG.

Tax Parcel No. 74-10-036-4001-001

(the "Property").

The Purchaser confirms, acknowledges and agrees that:

(1) The Purchaser has inspected the Property and agrees to take the Property "as is" and in its present condition.

(2) There are no other or additional written or oral understandings about the condition or nature of the Property outside of the parties' Purchase Agreement for the transaction referenced herein.

(3) Seller has expressly disclaimed any and all warranties of any kind with respect to the Property.

PURCHASER:

By: _____

Its: _____

Dated: _____

Exhibit 2 to Purchase Agreement

TRANSFER OF LIABILITY AND INDEMNIFICATION AGREEMENT

This Transfer of Liability and Indemnification Agreement (this "Agreement") is entered into this ____ day of _____, 20___. It is the intention and agreement of Yale Public Schools, a Michigan general powers school district, organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 198 School Drive, Yale, Michigan 48097 ("Seller"), and _____, whose address is _____ ("Purchaser"), that, following conveyance of real property to the Purchaser, legally described as follows:

SECTION 36, T8N, R14E. BEG AT W 1/4 COR, TH S 00D 18M 42S E 238.55' TH ALONG CENTER OF MILL CREEK S 89D 54M 57S E 109.28', TH S 72D 54M 55S E 381.23', TH S 68D 26M 55S E 304.25', TH S 52D 22M 58S E 216.22', TH S 39D 02M 11S E 448.52', TH S 08D 33M 23S E 237.68', TH S 16D 01M 07 E 128.40', TH N 89D 40M 46S E 1356.80', TH N 00D 15M 33S W 1316.97' TO BEG.

Tax Parcel No. 74-10-036-4001-001

(the "Property"),

the Seller shall have no liability or exposure with respect to any environmental remediation required on the Property or with respect to claims of third parties arising out of or based upon exposure, subsequent to such conveyance, to hazardous substances or other conditions known or unknown which may be in or about the Property, and that the Purchaser is accepting the Property in its "as is" condition with full liability therefor. The Seller and the Purchaser agree as follows:

(a) The Purchaser shall, at its sole expense, be responsible for and pay the cost of and indemnify the Seller from, including payment of Seller's actual attorneys' fees, any and all environmental assessments and remedial actions, if any, required pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980 (as amended), Act 451 of the Michigan Public Acts of 1994, as amended, or any and all other applicable Federal, State or local statutes, laws, ordinances, codes, rules, regulations, and guidelines (including consent decrees and administrative orders) relating to public health and safety and the protection of the environment.

(b) The Purchaser shall, at its sole expense, be responsible for and pay the cost of investigation, repairs and modifications as are necessary to assure that the Property is safe and appropriate for its intended uses and that the Property complies with all applicable building codes or other applicable laws or regulations; and are not in violation of any Federal, State or local laws, regulations or orders pertaining to the environment or use of the Property.

(c) The Purchaser further agrees that it shall, at its expense, defend against any claims asserted by third parties and indemnify the Seller, including payment of Seller's actual attorneys' fees from any exposure in and about the Property after the date of closing to any hazardous waste as defined in Section 11103(3) of Act 1994 PA 451, as amended, or as defined in any other applicable federal or state law, regulation, ruling, order, or as a result of any other allegedly dangerous conditions known or unknown existing in and about the Property as of the date of conveyance to the Purchaser.

(d) The Purchaser shall not look to the Seller or its successors or assigns, for any reimbursement, apportionment, or contribution with respect to the liability assumed, and expenditures incurred by Purchaser pursuant to Paragraphs (a), (b) and (c) above, by reason of the existence of any hazardous waste (as above defined) or which may be assessed as response costs or investigative costs by any governmental agency, whether such right be pursuant to common law or by statute.

(e) The provisions of this Agreement shall, in the case any one or more of the same is deemed to be unenforceable, be severable, meaning that the unenforceability of any given provisions shall not affect the enforceability of the remaining provisions.

(f) This Agreement shall inure to the benefit of Seller, be binding upon the Purchaser, including their respective successors and assigns.

SELLER:
YALE PUBLIC SCHOOLS

By: _____

Its: _____

Dated: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____, to me known to be the same person who executed the written instrument above on behalf of Yale Public Schools.

Subscribed and sworn before me in _____ County, Michigan, on the ___ day of _____, 20___.

_____(signature)
_____ (printed)
Notary public, State of Michigan, County of _____
My Commission expires on _____
Acting in the County of _____

PURCHASER:

By: _____

Its: _____

Dated: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____, to me known to be the same person who executed the written instrument above on behalf of _____.

Subscribed and sworn before me in _____ County, Michigan, on the ___ day of _____, 20___.
_____(signature)
_____ (printed)
Notary public, State of Michigan, County of _____
My Commission expires on _____
Acting in the County of _____

Exhibit 3 to Purchase Agreement

QUIT CLAIM DEED

The Grantor, Yale Public Schools, whose address is 198 School Drive, Yale, Michigan 48097, quit claims to the Grantee, _____, whose address is _____, for the sum of _____ Dollars ($_____), all of its rights in the following described property:

SECTION 36, T8N, R14E. BEG AT W 1/4 COR, TH S 00D 18M 42S E 238.55' TH ALONG CENTER OF MILL CREEK S 89D 54M 57S E 109.28', TH S 72D 54M 55S E 381.23', TH S 68D 26M 55S E 304.25', TH S 52D 22M 58S E 216.22', TH S 39D 02M 11S E 448.52', TH S 08D 33M 23S E 237.68', TH S 16D 01M 07 E 128.40', TH N 89D 40M 46S E 1356.80', TH N 00D 15M 33S W 1316.97' TO BEG.

Tax Parcel No. 74-10-036-4001-001

This conveyance is subject to all easements and building and use restrictions of record, including the building and use restrictions stated in Attachment A hereto.

This deed is exempt from transfer tax pursuant to Section 5(h)(i) of Public Act 134 of 1966, MCLA 207.505(h)(i), as amended, and Section 6(h)(i) of Public Act 330 of 1993, MCLA 207.526(h)(i), as amended.

The Grantor grants to the Grantee the right to make zero (0) division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended. This property may be located within the vicinity of a 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.

Dated this ____ day of _____, 20___

Signed by:

_____

Printed: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF ST. CLAIR)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____, to me known to be the same person who executed the written instrument above.

Subscribed and sworn before me in _____ County, Michigan, on the _____ day of _____, 20__
_____(signature)
_____ (printed)
Notary public, State of Michigan, County of _____
My Commission expires on _____
Acting in the County of _____

When recorded, return to:
Grantee

Drafted (without opinion) by:
Kirk C. Herald, Esq.
THRUN LAW FIRM, P.C.
P.O. Box 2575
East Lansing, Michigan 48826-2575
(517) 374-8819

Send subsequent tax bills to: Grantee

Tax Parcel No.	Recording Fees	Transfer Tax

Attachment A to Quit Claim Deed

[Building and Use Restrictions]