

## PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2021, between the Kesava and Swayam Trust, a Michigan trust, whose address is 300 E. Grand River Street, Laingsburg, Michigan 48848 (the "Seller") and Laingsburg Community Schools, a Michigan general powers school district organized and operating under the provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 205 S. Woodhull Street, Laingsburg, Michigan 48848-9331 and the City of Laingsburg, a Michigan municipal corporation, whose address is 114 S. Woodhull Road, Laingsburg, Michigan 48848 (the "Purchasers"), for the transfer by the Seller to the Purchasers of real estate and structures located thereon, owned by the Seller located within the City of Laingsburg, Shiawassee County, Michigan.

**I. Property Transferred.** The Purchasers shall purchase and receive and the Seller shall sell a parcel of real property, along with any structures thereon situated, located at 300 East Grand River Street within the City of Laingsburg, Shiawassee County, Michigan, which real property is known as Tax Parcel No. 011-40-015-002-00, including all easements and all other interests and rights of the Seller which are appurtenant to the real estate, including, but not limited to, all rights, title, and interest, if any, of the Seller in and to any land lying in the street, road, or avenue in front of, within, adjacent to, or adjoining such land in their current as-is condition (collectively, the "Property"). The legal description of the Property is attached hereto made a part hereof as Exhibit A.

**II. Purchase Price.** The Property shall be purchased for the amount of Ninety-Five Thousand and 00/100 Dollars (\$95,000.00) (the "Purchase Price"). At closing, the Purchase Price shall be paid to, and the closing documents held by, the East Lansing, Michigan office of Transnation Title Company (the "Title Company"). As required by this Paragraph II and Paragraph XXVIII herein, the Purchase Price and the closing documents shall be held in escrow with the Title Company for a period of not to exceed ninety (90) days until Seller has terminated all tenant leases and has had all personal property removed from the Property.

**III. Closing.** The closing of the sale described herein shall take place at the office of the Title Company, which closing shall occur with ten (10) days from the date that all of the Purchasers' contingencies are satisfied. The Purchasers may, at their discretion, conduct a walk-through of the Property within twenty-four (24) hours prior to closing to confirm that the Property is in the same condition that it was in at the conclusion of the inspection period mentioned in Paragraph IX, below, reasonable wear and tear excepted.

**IV. Evidence of Title.** The Seller shall, at its expense, as soon as practical and in any event within fifteen (15) days from the Effective Date, obtain a commitment for an owner's policy of title insurance from the Title Company in the amount of the purchase price, with standard exceptions removed at closing, showing the Seller's title to be in the condition called for under this Agreement, except for mortgages, judgments, and other liens which can and will be satisfied out of the proceeds of sale. Within ten (10) days of receipt of the commitment for title insurance, the Purchasers shall notify the Seller of any restrictions, reservations, limitations, easements, liens, and other conditions of record (together hereinafter called "Title Defects"), disclosed in such commitment which would interfere with Purchasers' proposed use of the Property and are therefore objectionable to the Purchasers. Should the Purchasers notify the Seller of any such Title

Defects, the Seller shall have until the closing date to cure or remove same. If such Title Defects are not cured by closing date, the Purchasers may, at the Purchasers' option, terminate this Agreement, or alternatively set a date with the Seller to extend the closing date to a mutually agreed upon closing date so as to provide the Seller with an additional opportunity to cure said Title Defects. In the event such Title Defects are not cured by the date set for closing, or any extension thereof, and the Purchasers elect not to waive its title objections, the Purchasers may terminate this Agreement.

**V. Warranty Deed.** At closing, the Seller shall provide to the Purchasers a good and sufficient warranty deed. Said deed shall warrant title to the Property free and clear of all liens, encumbrances, and conflicting claims of ownership.

**VI. Survey.** The Purchasers may, at their expense, as soon as practical and in any event within thirty (30) days from the Effective Date, obtain a Survey of the Property (the "Survey"). Within five (5) days of receipt of the Survey, the Purchasers shall notify the Seller of any encumbrances, easements, or other conditions (together hereinafter called "Survey Defects"), disclosed in such Survey which would interfere with the Purchasers' proposed use of the Property and are therefore objectionable by the Purchasers. Should the Purchasers notify the Seller of any such Survey Defects, the Seller shall have until the closing date to cure or remove same. If such Survey Defects are not cured by the closing date, the Purchasers may, at the Purchasers' option, terminate this Agreement, alternatively set a date with the Seller to extend the closing date to a mutually agreed upon closing date so as to provide the Seller with an additional opportunity to cure said Survey Defects. In the event such Title Defects are not cured by the closing date, or any extension thereof, and the Purchasers elect not to waive its survey objections, the Purchasers may terminate this Agreement. If a Survey is obtained, the legal description contained therein shall be inserted into the title policy and warranty deed pursuant to Paragraphs IV and V, above.

**VII. Taxes, Assessments, and Utilities.** All property taxes and assessments, if any, which have been billed for the Property in the years prior to closing shall be paid by the Seller at or prior to closing. Property taxes and assessments which are billed in the year of closing, if any, shall be prorated so that the Seller shall be charged with taxes and assessments from the first of the year to the closing date, and Purchasers shall be charged with any taxes and assessments due for the balance of the year (as if paid in arrears). All other taxes, rents, utility charges, and similar items of income or expense shall be adjusted pro rata as of the date of closing.

**VIII. Real Estate Transfer Tax and Affidavit.** At closing, the Seller shall pay all required Michigan real estate transfer taxes on this transaction. The Purchasers shall pay the cost of preparing and filing required real estate transfer affidavits, if any, for this transaction.

**IX. Due Diligence and Zoning Approvals.** The Purchasers or their agents, representatives and/or independent contractors shall have the right and license to enter upon the Property upon reasonable advance notice to the Seller, for the purposes of making any and all surveys, appraisals, explorations, soil tests, inspections, environmental reports, wetlands and flood plain evaluations, water and perk tests, mechanical and electrical system inspections and the like, and zoning or rezoning approvals, all of which inspections, approvals and due diligence shall be completed within ninety (90) days from the Effective Date of this Agreement (the "Due Diligence Period"). The Purchasers shall then have five (5) days thereafter to determine whether it is satisfied

with the condition of the Property. The Purchasers shall advise the Seller within this five (5) day period if it is not satisfied with the condition of the Property. In the event that the Purchasers are not satisfied with the condition of the Property and so notifies the Seller in writing as set forth herein, the Agreement shall terminate and neither party shall have any further liability or responsibility thereunder. In the event that the Purchasers do not purchase the Property, it shall repair any damage to the Property and return the Property to the condition it was in prior to the due diligence inspections and other activities. The Seller shall also execute any documents that the Purchasers prepare or have prepared which are necessary for the Purchasers to obtain any zoning or rezoning approvals.

**X. Toxic or Hazardous Materials.** The parties acknowledge that there are recognized environmental conditions on the Property. The Purchasers may, at their expense, obtain Phase I and II environmental audits, a baseline environmental assessment and a due-care plan for recognized environmental conditions. At Closing, the Purchasers will take the Property “as-is” except that Seller shall remain liable to all local, state and federal authorities with regards to the recognized environmental conditions and other unknown environmental conditions on and/or in the Property.

**XI. Conditions Precedent to Performance.** In addition to any other conditions contained in this Agreement, the obligation of the parties to consummate the sale contemplated by this Agreement is subject to the fulfillment, on or prior to the closing date, of the following conditions:

- (a) Each of the representations or warranties of the parties shall be true and correct as though made again as of the closing date of this Agreement and no representations or warranties shall have been violated or breached prior to closing;
- (b) The parties shall perform and comply with all agreements and conditions required to be performed or complied with as of the date of closing;
- (c) There shall be no material adverse change in the Property, excepting normal wear and tear; and
- (d) No action or proceeding to restrain, prohibit, or declare illegal the transactions contemplated hereby shall be pending or threatened, nor shall any order restraining or prohibiting the transactions contemplated hereby have been issued by any public authority, governmental agency, or court, nor shall any attachments, garnishments, levies, liens, or other litigation have been filed or be in effect regarding the transactions contemplated by this Agreement or the Property.

If such conditions are not satisfied or waived in writing by the Purchasers by the date set for closing, the Purchasers may terminate this Agreement or alternatively, the Purchasers at its discretion may set extend closing to a mutually agreed upon date so as to provide the Seller with an additional opportunity to satisfy such conditions. In the event this Agreement is terminated, neither party shall have further liability or responsibility, except as expressly provided herein.

**XII. Execution of Other Necessary Documents.** The Purchasers and the Seller agree to execute any and all documents necessary or required to complete the transaction contemplated hereunder, as may be reasonably requested by the other party.

**XIII. Costs of Closing.** The Seller shall pay for transfer tax, fees for preparing the warranty deed, title insurance in the amount of the purchase price, taxes and assessments in accordance with Paragraph VII, above, real estate broker fees, any attorney's opinion and/or services on behalf of the Seller and any documents necessary to put the Seller's title in the condition required by this Agreement. The Purchasers shall pay the cost of fees for recording the warranty deed, survey, due diligence, preparation and filing of a Property transfer affidavit, taxes and assessments in accordance with Paragraph VII, above, if any, any attorney's opinion and/or services on behalf of the Purchasers, inspection costs, environmental reports, and appraisal fees. In addition, each party shall pay one-half (1/2) of the closing fee, if any, which may be imposed by the Title Company for assisting the parties in closing this transaction.

**XIV. Survival.** The Seller's and the Purchasers' obligations and warranties contained in this Agreement shall survive closing.

**XV. Litigation.** The Seller is not now engaged in, or to the best of the Seller's knowledge, threatened with any litigation or legal or other proceeding in connection with the ownership and operation of the Property or because of selling the Property pursuant to this Agreement.

**XVI. Government Action.** The Seller does not have knowledge of any condemnation, zoning, or other land use regulation proceedings, either instituted or planned to be instituted, which would detrimentally affect the use and operation of the Property for its intended purpose (school related uses), nor has the Seller received notice of any special assessment proceedings.

**XVII. Time of Essence.** Time is of the essence with respect to all dates and times set forth herein.

**XVIII. Notices.** Notices or consents of any kind required or permitted under this Agreement shall be in writing and shall be deemed duly delivered if delivered by person or if mailed by certified mail, return receipt requested, postage prepaid to the appropriate party as follows:

A. If to the Seller:

Kesava and Swayam Trust  
PO Box 48  
Haslett, Michigan 48840

B. If to the Purchasers:

Laingsburg Community Schools  
Attn: Matthew Shastal, Superintendent of Schools  
2055 Woodhull Street  
Laingsburg, Michigan 48848-9331

City of Laingsburg  
Attn: Paula Willoughby, Clerk/Treasurer  
114 S. Woodhull Road  
Laingsburg, Michigan 48848

With a copies to:

Thrun Law Firm, P.C.  
Attn: Gordon W. VanWieren, Jr., Esq.  
2900 West Road, Suite 400  
East Lansing, Michigan 48823

Richard Burlingame, Esq.  
831 E. Main Street  
Owosso, Michigan 48867

**XIX. Board of Education Approval.** This Agreement shall be contingent upon the approval of Purchaser, Laingsburg Community Schools' Board of Education.

**XX. Assignment.** This Agreement shall be binding and inure to the benefit of the successors and assigns of the respective parties.

**XXI. Merger Clause.** This Agreement contains the entire understanding between the parties and neither party has relied upon any verbal or written representations or understandings not set forth herein whether made by any agent or a party hereto.

**XXII. Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Michigan.

**XXIII. Headings.** The headings used herein are for convenience only and shall not govern the interpretation of any paragraph hereof.

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

**XXV. Effective Date.** This Agreement shall be effective as of the date upon which the Purchaser, Laingsburg Community Schools' Board of Education and the City of Laingsburg's City Council have approved this Agreement, whichever is later (the "Effective Date").

**XXVI. Execution in Counterparts.** The parties hereto acknowledge that this Agreement

may be executed in counterparts by the parties and will be effective upon receipt by the other party of the counterpart by personal delivery or facsimile transmission. If transmitted by facsimile, the party agrees to forthwith execute and return an original, executed copy of the Agreement to the other party.

**XXVII. Storage Units and Post-Closing Requirements.** There are currently storage units on the Property. The Seller has advised the Purchasers that all tenants are on month-to-month leases. Within ninety (90) days from the date of Closing, the Seller shall provide to the Purchaser and Title Company written confirmation that all leasehold interests have been terminated and tenants and all personal property have been removed from the Property. In the event that Seller has failed to terminate the leasehold interests and removed the tenants and all personal property within the One Hundred Twenty (120) day period, the Purchaser may either (1) take ownership and possession of the Property; or (2) terminate this Agreement, destroy the closing documents and the amount that is escrowed returned to the Purchaser. After the date of Closing, the Seller agrees to indemnify and hold-harmless the Purchaser from any claims or causes of action asserted by any tenant, including the payment of the Purchaser's actual attorneys' fees. The Seller and the Purchaser agree to enter into an Escrow Agreement with the Title Company that memorializes the terms and conditions contained in Paragraph II, above, and this Paragraph XXVIII.

**XXVIII. Real Estate Broker.** Matthew Wisniewski from Re/Max Commercial Group is the only real estate broker involved in this transaction. At Closing, the Seller shall be responsible for paying any amounts due Mr. Wisniewski.

***[SIGNATURES APPEAR ON FOLLOWING PAGE]***

**SELLER:**

**KESAVA AND SWAYAM  
TRUST,  
a Michigan Trust**

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

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

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

**PURCHASERS:**

**LAINGSBURG COMMUNITY SCHOOLS,  
a Michigan general powers school district**

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

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

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

**CITY OF LAINGSBURG,  
a Michigan municipal corporation**

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

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

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

**EXHIBIT A**

**Legal Description**

Real property within the City of Laingsburg, Shiawassee County, Michigan, legally described as follows:

Lot 7 except the South 5.00 feet, and the South 20.00 feet of Lot 6, and the North 6500 feet of Lots 8 and 9, Block 15, City of Laingsburg, being a part of Section 28, 62, R1#, Shiawassee County, Michigan, according to the recorded plat thereof.

Tax Identification No. 022-40-015-002-00 (the "Property")