

**Request For Proposals To Purchase
Real Property**

4.35 +/- Acres

297 Prospect Street

Village of Romeo, Michigan

Romeo Community Schools

GREAT NORTHERN CONSULTING GROUP
REAL ESTATE SERVICES AND CONSULTING

8005 Main Street, Suite 20
Dexter, MI 48130

Mobile (586) 703-9882
greatcgroup@aol.com

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The information contained in this Request For Proposals To Purchase Real Property is provided as an accommodation to the prospective purchasers. It is believed to be correct, but no representations or warranties as to its accuracy should be inferred or are made. Each party responding to this Request For Proposals should independently confirm the accuracy of the information contained herein.

I. Introduction – Proposal Process Description

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January 31, 2025

To: Prospective Purchasers

From: Great Northern Consulting Group

Re: **Request For Proposals To Purchase 4.35 +/- Acres north of Church Street between Chandler Street and Prospect Street in Downtown Romeo, Michigan.**

Thank you for your interest in submitting a Proposal to purchase the above-referenced vacant real property owned by Romeo Community Schools (the “School District”). The subject real property is a 4.35 +/- acre site located a few blocks north of 32 Mile Road and walking distance of Main Street (the “Property” or the “Site”) (See Survey **Section V** for further details). The Property contains three (3) separate parcels, consisting of two existing lots of record and one larger development parcel. The two lots of record are separated from the development parcel by the Village’s Thompson Road Easement. Purchasers should assume that the Thompson Road Easement will remain and not be available for development.

- The first lot of record is parcel # 01-35-302-010, being 0.36 +/- acres
- The second lot of record is Parcel # 01-35-302-020, being 0.49 +/- acres
- The large development site is Parcel # 01-35-351-001, being 3.50 +/- acres

The Property is zoned R-1 single family residential. The R-1 single family zoning allows single family residential lots with a minimum of 60 feet of frontage and a minimum of 7,200 square feet of lot area. Homes can be built on the lots of record after submitting plans for approval to the Village Building Department. The larger development site can be developed with single family lots directly off Prospect Street and Chandler Street. This will require submitting a site plan for approval to the Village of Romeo.

The School District desires the proposed development to be neighborhood/family friendly and requires all Proposals to include a concept plan proposed for the Site and elevations of the homes planned for the project Site. In the alternative, if an alternative recreational or other use is proposed for the project Site such Proposal must include a concept plan for that proposed use.

Great Northern Consulting Group is marketing this Property for Romeo Community Schools on a fee basis as consultants. The School District is seeking Proposals to purchase the Property that must be submitted to **Vicki Laseke, Executive Director of Business Services, Romeo Community Schools, 316 North Main Street, Romeo, Michigan 48065 on or before 3:00 P. M. Local Time on March 14, 2025. No phone, fax or electronic transmission Proposals will be accepted. If mailed, no responsibility is assumed for postal delays.**

NOTWITHSTANDING THE FOREGOING, THE SCHOOL DISTRICT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AT ANY TIME. THE SCHOOL DISTRICT ALSO RESERVES THE RIGHT TO WAIVE ANY IRREGULARITIES CONTAINED IN ANY PROPOSAL OR REQUIREMENTS OF THIS REQUEST FOR PROPOSALS.

The attached package includes the following information: (I) Introduction – Proposal Process Description; (II) Fact Sheet/Community Information; (III) Location/Site Maps; (IV) Zoning; (V) Survey; and (VI) Legal Documents.

The School District requires that all Proposals include a signed Proposal Form as set forth in **Section VI** of this RFP, along with a detailed description of the proposed concept plan/home elevations, or alternatives, if one is being proposed, for this Site. Please note that the Legal Documents represent the form of agreement acceptable to the School District. The Proposal Form must be completed prior to submittal to Romeo Community Schools. Proposals that include modified terms more favorable to the purchaser (and, hence, less favorable to the School District) may be rejected on that basis. Of course, modifications that are favorable to the School District would be preferred and may enhance a potential purchaser's position in the selection process. **An earnest money deposit of \$25,000 will be required within three (3) business days of acceptance of the Offer by the School District.**

While Romeo Community Schools reserves the right to accept or reject any and all Proposals, in whole or in part, a number of finalists may be selected and asked to provide

additional information, including financial qualifications and more detailed concepts plans for the development of the Property. The additional information will facilitate the final selection of the successful purchaser(s). Further, the additional information will allow the School District to select a purchaser financially able to perform on the contract and proceed with a development perceived to be positive for the School District as well as the community at large. It is important to note that the highest price may not necessarily represent the Proposal that the School District determines in its sole discretion to be, in its totality, in the best interest of the School District.

The finalists will be notified shortly after the deadline for submission of its Proposal. Romeo Community Schools may request the finalists to make revisions to their Proposals that the School District deems necessary to select a successful purchaser(s). This is a Request For Proposals only. Proposals will be treated as offers to enter into the Offer To Purchase Real Estate included in **Section VI** of this RFP. Once a Proposal is accepted by the School District it shall be known hereinafter as the “Offer.”

Upon final acceptance of the Offer(s) there will be a 90-day period allocated for physical due diligence (“Inspection Period”). There will then be an additional 90-days for Government Approvals, however the \$25,000 earnest money deposit shall become nonrefundable after the initial 90-day Inspection Period in accordance with the terms and condition of the Offer. Many standard contingencies are included so that the purchaser may satisfy itself as to the Property’s suitability for development during the 90-day Inspection Period. Closing is anticipated to occur within 10-days after the expiration of the Inspection Period, or if extended, the Extension (Government Approvals) Period.

Please note that we are making no representations regarding the suitability of this Property for any particular purpose. It is the purchaser’s sole responsibility to determine suitability during the Inspection Period. Within the constraints of this limitation, please address all questions regarding this Property to Great Northern Consulting Group.

Great Northern Consulting Group is representing Romeo Community Schools as a fee based consultant in this matter. As a result, there is no real estate commission to be paid. Brokers must look to their purchaser for compensation.

Please note again that all Proposals, including a signed Proposal Form on the form provided and an Affidavit of Compliance-Iran Economic Sanctions Act, must be submitted to Vicki Laseke, Executive Director of Business Services, Romeo

Community Schools, 316 North Main Street, Romeo, Michigan 48065 on or before 3:00 P.M. Local Time on March 14, 2025. Any proposed changes/modifications to the form of Offer To Purchase provided in this package under Section VI MUST be specifically enumerated and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of the RFP or form of Offer To Purchase cannot be met. No phone, fax or electronic transmission Proposals will be accepted. If mailed, no responsibility is assumed for postal delays.

Thank you again for your interest in this Property. We are looking forward to receiving your Proposal.

Respectfully,

Great Northern Consulting Group

William W. Bowman

II. Fact Sheet/Community Information

The information contained in this Request For Proposals To Purchase Real Property is provided as an accommodation to the prospective purchasers. It is believed to be correct, but no representations or warranties as to its accuracy should be inferred or are made. Each party responding to this Request For Proposals should independently confirm the accuracy of the information contained herein.

Romeo Community Schools

RFP Fact Sheet

PROPERTY: 01-35-302-010, 01-35-302-020, 01-35-351-001

LOCATION: NORTH OF CHURCH STREET BETWEEN PROSPECT STREET
AND CHANDLER STREET

MUNICIPALITY: VILLAGE OF ROMEO, MACOMB COUNTY, MICHIGAN

SIZE: 4.35 +/- ACRES

UTILITIES: ALL UTILITIES AVAILABLE. SEE SURVEY FOR DETAILS

ZONING: R-1 SINGLE FAMILY RESIDENTIAL

PRICE: NO PRICE HAS BEEN SET

TERMS: CASH NO SELLER FINANCING AVAILABLE

RIGHTS OF OWNER: **ROMEO COMMUNITY SCHOOLS RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS, IN WHOLE OR IN PART. THE SCHOOL DISTRICT ALSO RESERVES THE RIGHT TO WAIVE ANY IRREGULARITIES CONTAINED IN ANY PROPOSAL OR REQUIREMENTS OF THIS REQUEST FOR PROPOSALS.**

ALL PROPOSALS, INCLUDING A SIGNED PROPOSAL FORM, ON THE FORM PROVIDED, AND AN AFFIDAVIT OF COMPLIANCE- IRAN ECONOMIC SANCTIONS ACT, MUST BE SUBMITTED TO VICKI LASEKE, EXECUTIVE DIRECTOR OF BUSINESS SERVICES, ROMEO COMMUNITY SCHOOLS, 316 MAIN STREET, ROMEO, MICHIGAN 48065, ON OR BEFORE 3:00 P.M. LOCAL TIME ON MARCH 14, 2025. NO PHONE, FAX OR ELECTRONIC TRANSMISSION OFFERS WILL BE ACCEPTED. IF MAILED, NO RESPONSIBILITY IS ASSUMED FOR POSTAL DELAYS.

COMMISSION: NO REAL ESTATE COMMISSION TO BE PAID BY ROMEO COMMUNITY SCHOOLS. GREAT NORTHERN CONSULTING GROUP IS A FEE-BASED ADVISOR TO THE SCHOOL BOARD. BROKERS MUST LOOK TO PURCHASER FOR COMPENSATION.

Village of Romeo

Contacts

Clerk: Jaimie Lucero
E-mail: Clerk @villageofromeo.org
Phone: 586-752-3565

Treasurer: Caroline Miller
E-mail: treasurer@villageofromeo.org
Phone: 586-752-3565

Village President and Board Of Trustees

President: Meagan Poznanski
E-mail: President@villageofromeo.org

Trustee: Zach Fowler
E-mail: zfowler@VillageofRomeo.org

Trustee: Matt Edwards
E-mail: Medwards@villageofromeo.org

Trustee: Justin Parker
E-mail: Jparker@villageofromeo.org

Trustee: Shelly Rosso
E-mail: srosso@villageofromeo.org

Trustee: Nathan Bartholomew
E-mail: nbartholomew@villageofromeo.org

Trustee: Nolan Kare
E-Mail: nkare@villageofromeo.org

Department Phone Directory

Building Department

586-752-3565

Public Works

586-752-2684

Fire Department

586-752-2520

Police Department

586-752-3587-

Tax Information

Homestead

Non-Homestead

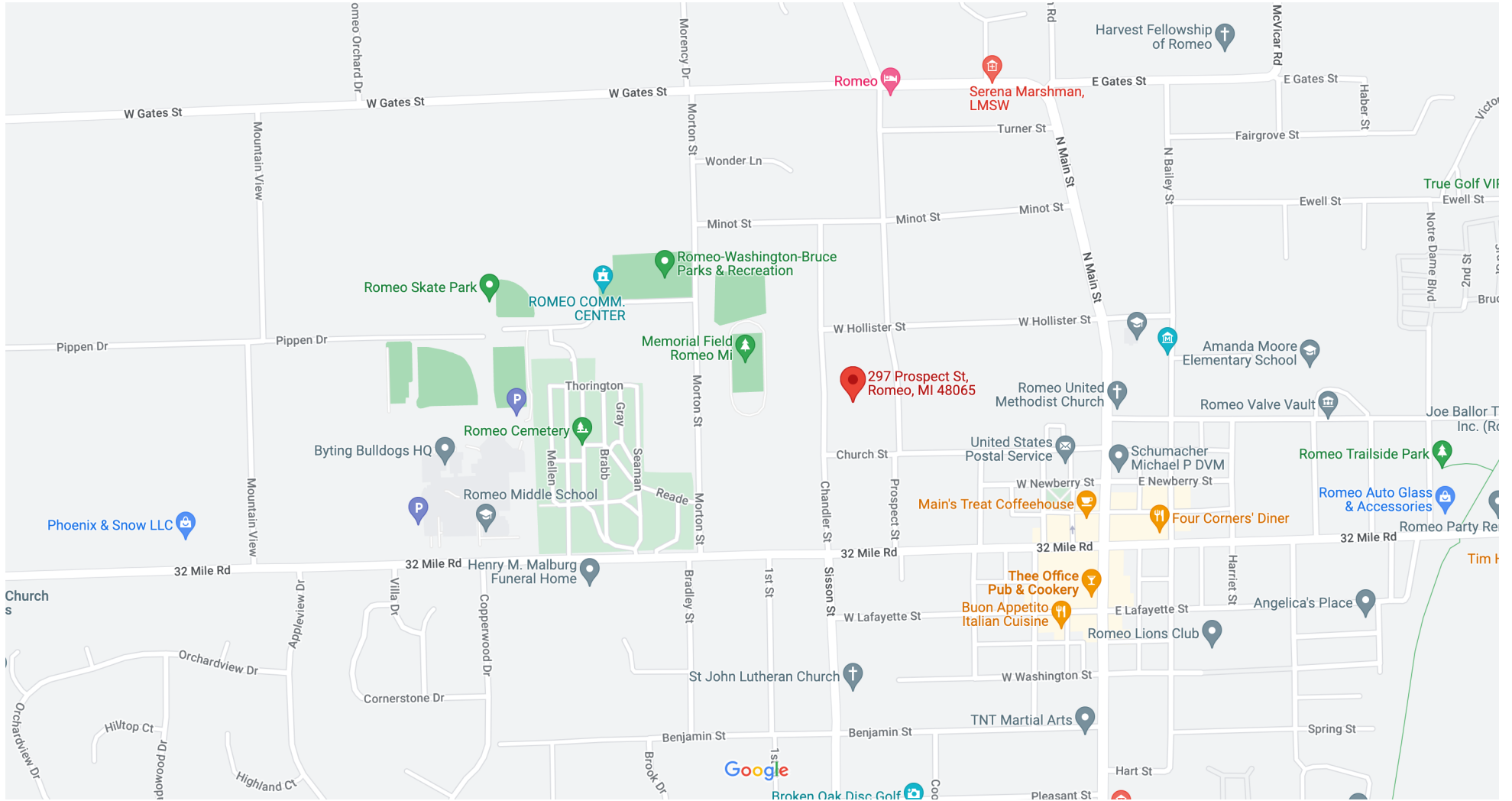
Total 2023:

42.3192

60.3192

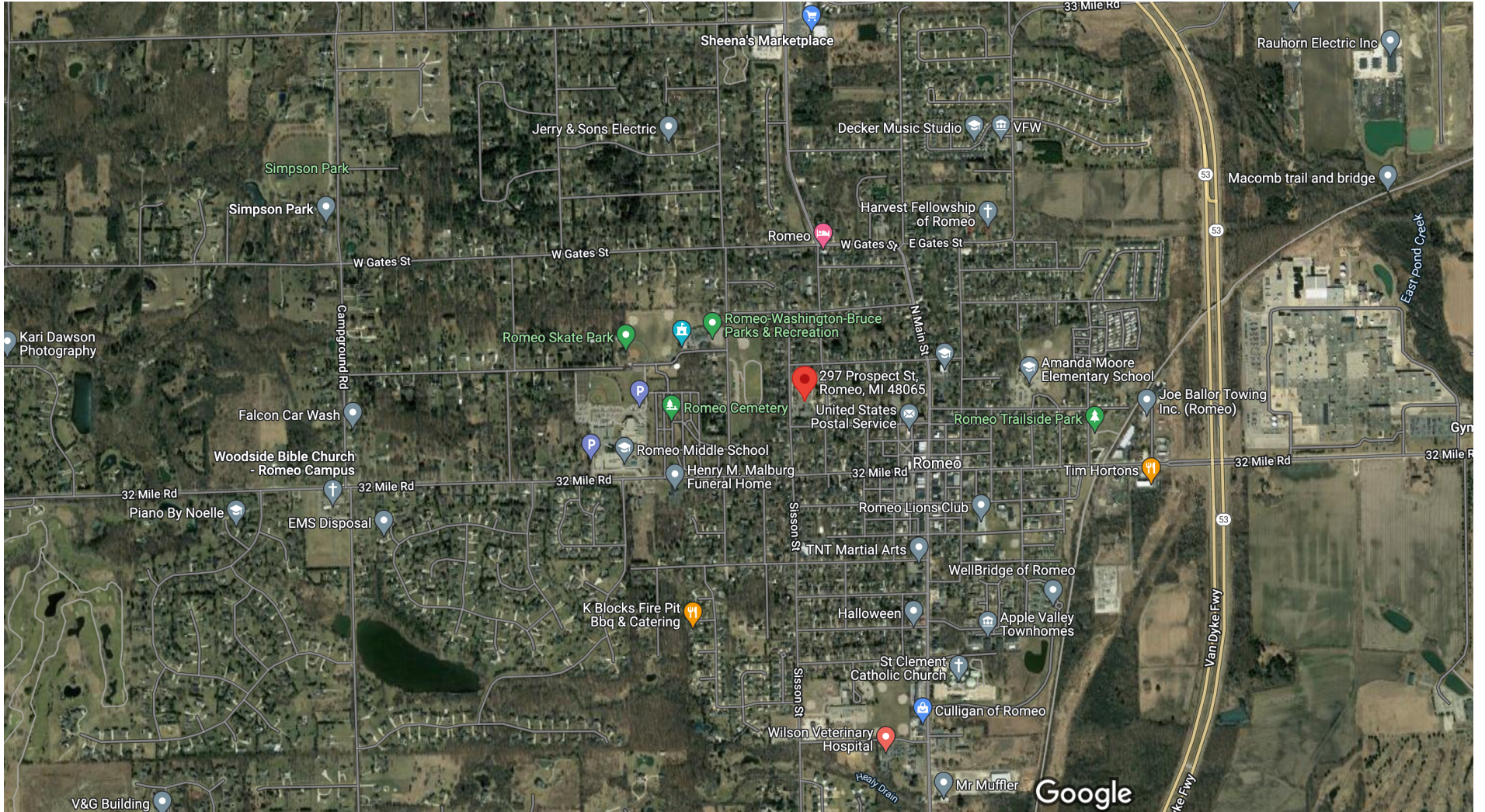
III. Location/Site maps

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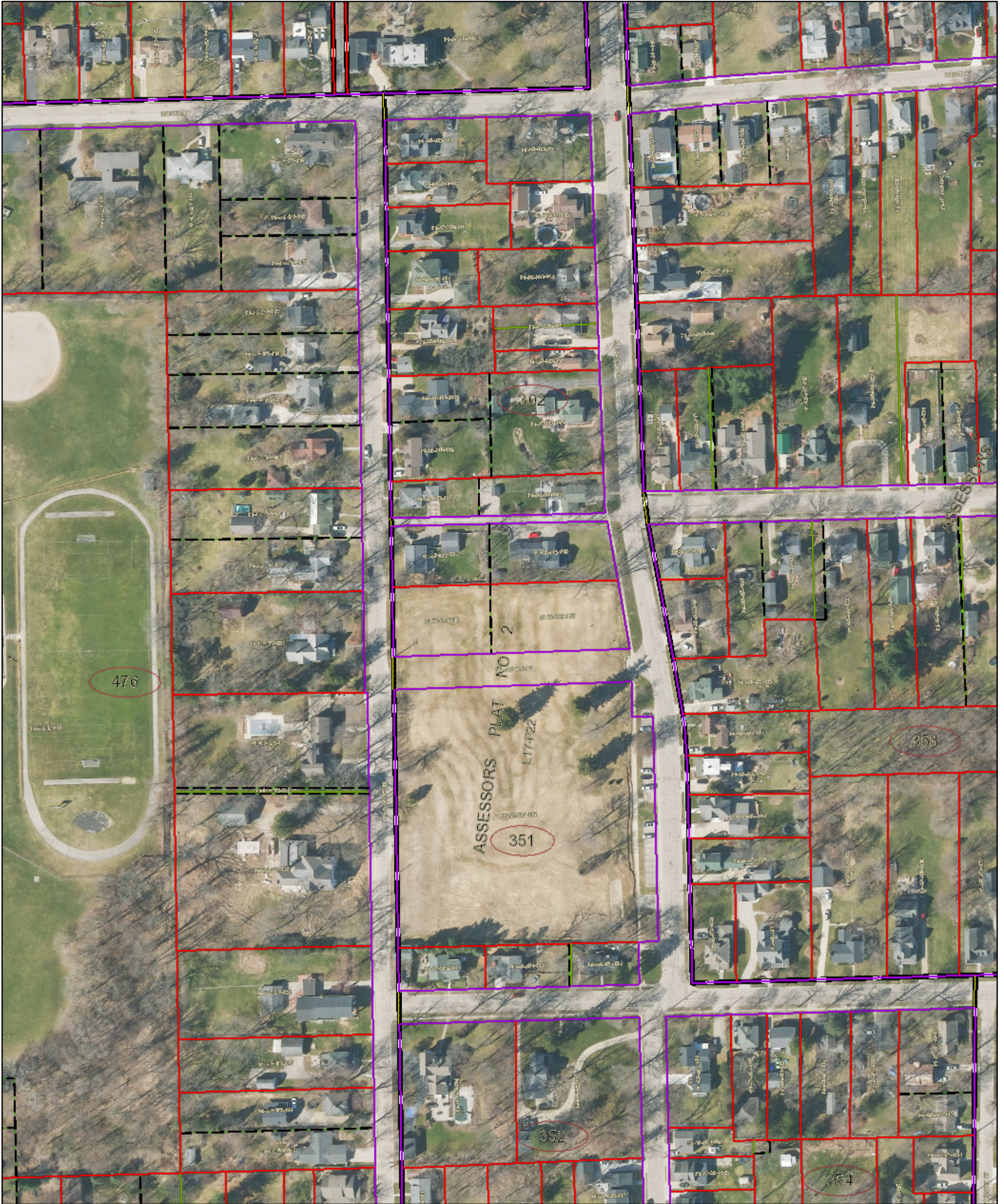
Map data ©2023 500 ft

Google Maps 297 Prospect St



Imagery ©2023 CNES / Airbus, Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2023 1000 ft

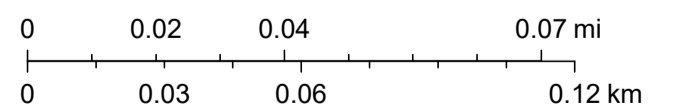
ArcGIS Web Map



1/12/2023, 8:26:53 AM

- | | | |
|----------------------------------|--------------------------|---------------------|
| Platted Area Boundaries | 306 - TraverseLines | 107 - ParcelWater |
| Property Area Boundaries | 307 - LeaderLines | 108 - ParcelCombine |
| Property Lines - Retired | 308 - ExtentTickMark | 109 - ParcelSplit |
| Property Lines - Drafting Detail | 314 - PrivateClaim | 201 - SubClosure |
| 300 - TickMark | Property Lines - Core | 202 - ParcelRoad |
| 301 - MiscOrUnknown | 100 - Parcel | 205 - TwpClosure |
| 303 - TextOvals | 101 - ParcelROW | |
| 304 - LandHooks | 106 - ParcelWaterCombine | |

1:2,257



IV. Zoning

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[DIVISION 46-III-2 R1 SINGLE-FAMILY RESIDENTIAL DISTRICT](#)

[Sec 46-151 Statement Of Purpose](#)

[Sec 46-152 Permitted Uses](#)

[Sec 46-153 Special Land Uses](#)

[Sec 46-154 Area, Height And Placement Requirements](#)

Sec 46-151 Statement Of Purpose

The R1 single-family residential district is established to provide primarily for detached single-family dwellings and supporting uses intended to serve these residential neighborhoods, but which do not detract from the predominantly residential character of the village. The specific intent of the district is to:

- (a) Encourage the construction and continued use of single-family dwellings and to prohibit the use of land which would substantially interfere with this objective;
- (b) Discourage any land use which, because of its size or character, would create requirements and costs for public services substantially in excess of those at the specified densities; and
- (c) Discourage any land use which would generate excess traffic on local streets.

(Ord. No. 482, § 9.00, 7-17-2000)

Sec 46-152 Permitted Uses

Permitted uses in the R1 single-family residential district are as follows:

- (a) Single-family detached dwelling units.
- (b) Home occupations, subject to the following requirements:
 - (1) No person other than members of the family residing on the premises shall be engaged in such occupation.
 - (2) The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, not more than 25 percent of the floor area of the dwelling unit shall be used for the purposes of the home occupation, and the home occupation shall be carried out completely within such dwelling.
 - (3) No home occupation shall be conducted in whole or in part in any accessory structure, attached or detached, including garages, breezeways, porches, patios and the like.
 - (4) There shall be no change in the outside appearance of the structure or premises or other visible evidence of the conduct of such home occupations, other than one sign meeting the requirements of section 46-578.

- (5) No traffic shall be generated by such home occupation in greater volume than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation shall be provided by an offstreet area.
 - (6) No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors or electrical interference detectable to the normal senses of persons off the lot. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference with any radio or television receivers off the premises or causes fluctuations in line voltage off the premises.
 - (7) Subject to compliance with the provisions of this subsection, a home occupation may include instructions in crafts or fine arts offered by the inhabitant and contained within the dwelling unit.
- (c) State-licensed residential facilities for six persons or less.
- (d) Family day care for six children or less.
- (e) Village buildings and libraries.
- (f) Accessory buildings, subject to the following standards:
- (1) Where an accessory building is structurally attached to a main building, it shall conform to all regulations of this chapter applicable to the main building.
 - (2) A detached accessory building incidental to the dwelling shall be located only in a rear yard.
 - (3) When an accessory building is located on a corner lot, the accessory building shall observe the required front yard setback from both streets.
 - (4) No more than one attached or detached accessory building shall be permitted for each lot, excluding garages, either attached or detached.
 - (5) Dwelling units with attached garages may be allowed not more than one detached accessory building not to exceed 250 square feet in total area. Dwelling units without an attached garage may be allowed not more than one detached accessory building not to exceed 790 square feet in total area.
 - (6) No detached accessory building shall be located closer than ten feet to any main building, nor shall it be closer than five feet to any side or rear lot line. In no instance shall an accessory building be located within a dedicated easement or right-of-way.
 - (7) Accessory buildings shall not exceed two stories or 25 feet in total height.
 - (8) A detached accessory building, when located on the same or adjoining lot, shall not involve any business, profession, trade or occupation. No accessory building shall be used for residential purposes.

(Ord. No. 482, § 9.01, 7-17-2000)

Sec 46-153 Special Land Uses

The following uses, and others similar to those cited in this division, may be permitted by the planning commission in the R1 single-family residential district, subject to the general standards of article IX of this chapter and any specific standards imposed for each use:

(a) Bed and breakfast establishments, subject to the following:

- (1) The rooms utilized for lodging purposes shall be part of the primary residential use and shall not have been specifically constructed for rental purposes.
- (2) There shall be no separate cooking facilities used for the bed and breakfast rooms.
- (3) The residence shall be occupied at all times.
- (4) Sufficient offstreet parking has been provided to meet the requirements of the existing single-family structure as specified in section 46-613, as well as one parking space per double-occupied room.
- (5) Signage shall comply with the requirements of section 46-578.
- (6) Adequate lavatory, bathing facilities and kitchen facilities for the lodging rooms shall be provided, as per the requirements of the county health department or other appropriate regulatory agency.

(b) Churches, subject to the following requirements:

- (1) Buildings of greater height than allowed by section 46-494 may be permitted, provided that front, rear and side yards are increased above the minimum yard requirements by one foot for each foot of building height that exceeds the maximum height allowed. The maximum height of the steeple shall not exceed 60 feet. The additional setback requirements shall not apply to the steeple.
- (2) All buildings shall maintain a minimum side and rear yard setback of at least 30 feet.
- (3) A front yard setback of 25 feet shall be provided.
- (4) No parking may be allowed within the required front yard setback.
- (5) The parking lot shall be screened from any adjoining single-family dwellings by a decorative masonry wall, greenbelt or landscaped berm, as specified in section 46-572.
- (6) Churches may include accessory community centers, provided that such centers are limited to activities sponsored by church members only. The facilities shall not be rented as banquet facilities for the general public.

(c) Group day care (seven to 12 children or adults), in conjunction with an existing single-family dwelling, subject to the following:

- (1) The proposed use shall not be located closer than 1,500 feet to any of the following facilities, as measured along a street, road or other thoroughfare, excluding an alley:
 - a. Another licensed group day care home.

- b. Another adult foster care small group home or large group home, licensed by the state.
- c. A facility offering substance abuse treatment and rehabilitation services to seven or more people, whether or not it is licensed by the state.
- d. A community correction center, resident home, halfway house, or other similar facility which houses an inmate population, under the jurisdiction of the state department of corrections or a similar governmental authority.

- (2) Front, rear and side yard minimums shall be the same as the residential district in which it is requested.
- (3) On-site parking shall be provided for all employees, in addition to the required offstreet parking for the residence. No offstreet parking shall be permitted in the required front yard space.
- (4) Fencing or screening shall be required adjacent to single-family residential uses or districts in accordance with section 46-572, and all outdoor play areas shall be enclosed.
- (5) The requested site and building shall be consistent with the visible characteristics of the neighborhood. The group day care home shall not require the modification of the exterior of the dwelling, nor the location of any equipment in the front yard.
- (6) The facility shall be licensed by the state family independence agency.
- (7) Adequate outdoor play area shall be provided in accordance with the requirements of the state family independence agency.

(d) Private and public recreation facilities, subject to the following:

- (1) All buildings and parking lots shall be set back a minimum of 50 feet from the boundaries of any abutting residential property line.
- (2) The maximum lot coverage of all buildings shall not exceed 35 percent.

(e) Public utility buildings (excluding wireless communication towers), including telephone exchange buildings and repeater stations, electric transformer substations and stations, and gas regulator stations (all without storage yards), when operation requirements necessitate their location within the district in order to serve the immediate area, subject to the following requirements:

- (1) Development features shall be enclosed within a building. Buildings which are complementary to the single-family residential use shall not require screening. The planning commission may permit substitutions of dense or opaque screening for the building requirement in cases of large site size and/or isolated locations.
- (2) The maximum height of any building or structure shall not exceed 25 feet.
- (3) Minimum yard requirements shall be as follows:
 - a. Front yard: 25 feet.

- b. Side yard: 30 feet each side, with one additional foot for each five feet the nonresidential structure exceeds 40 feet in length along the adjoining property line.
- c. Rear yard: 50 feet.
- d. Maximum lot coverage of all buildings: 35 percent.

(f) Public and private schools.

(g) Cemeteries.

(h) Funeral homes and mortuaries, but not including crematoriums, subject to the following conditions:

- (1) Sufficient offstreet automobile parking and assembly area shall be provided for vehicles to be used in a funeral procession. The assembly area shall be provided in addition to any required offstreet parking area. A circulation plan identifying the arrangement of the vehicular assembly area shall be provided as part of the required site plan.
- (2) The site shall be located so as to have one property line abutting a major thoroughfare, as indicated in the village master plan.
- (3) Adequate ingress and egress shall be provided to the major thoroughfare.
- (4) No building shall be located closer than 50 feet to the outer perimeter (property line) of the district when the property line abuts any single-family residential district.

(Ord. No. 482, § 9.02, 7-17-2000)

Sec 46-154 Area, Height And Placement Requirements

Area, height and placement requirements in the R1 single-family residential district shall be as follows:

- (a) Minimum lot area: 7,200 square feet.
- (b) Minimum lot width: 60 lineal feet.
- (c) Front yard setback: 25 lineal feet.
- (d) Minimum rear yard setback: 40 lineal feet.
- (e) Minimum side yards: nine feet each.
- (f) Maximum height: two stories/30 feet.
- (g) Maximum lot coverage: 35 percent.
- (h) Minimum floor area:

- (1) One story: 900 square feet.
- (2) One and one-half stories: 768 square feet for the first floor; 900 square feet total.
- (3) Two stories: 728 square feet for the first floor; 1,456 square feet total.

(i) One- and two-family dwelling standards shall be as follows:

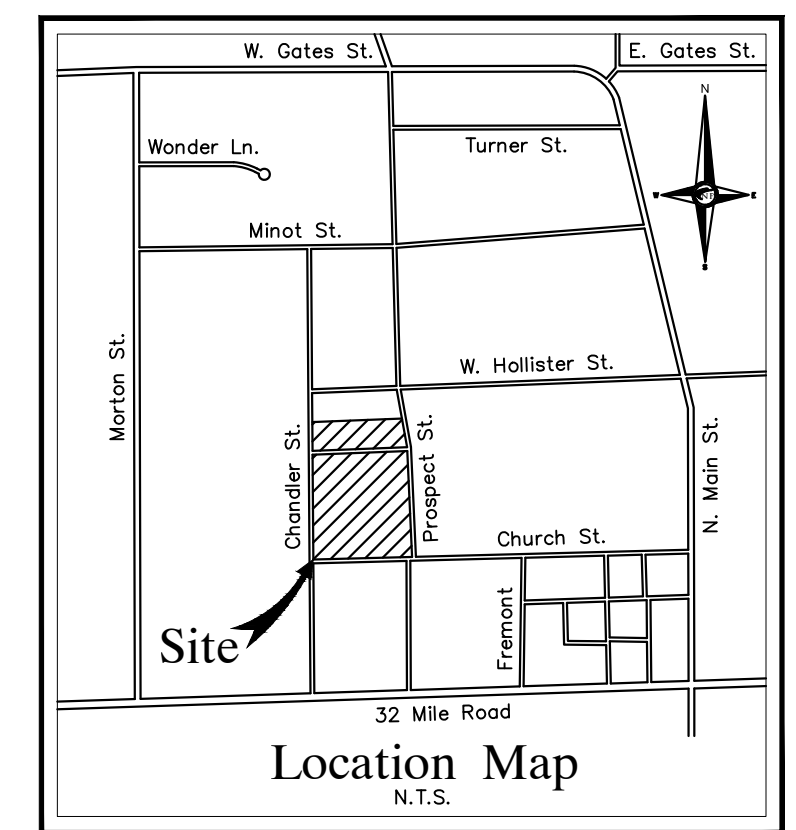
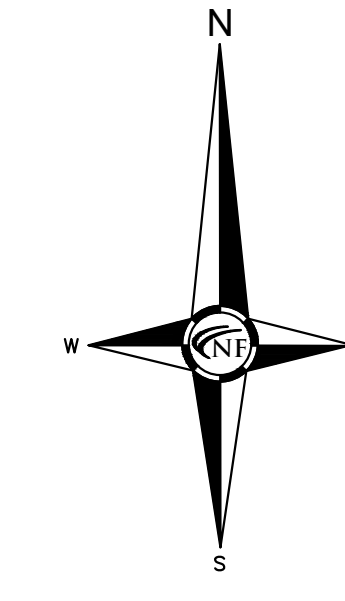
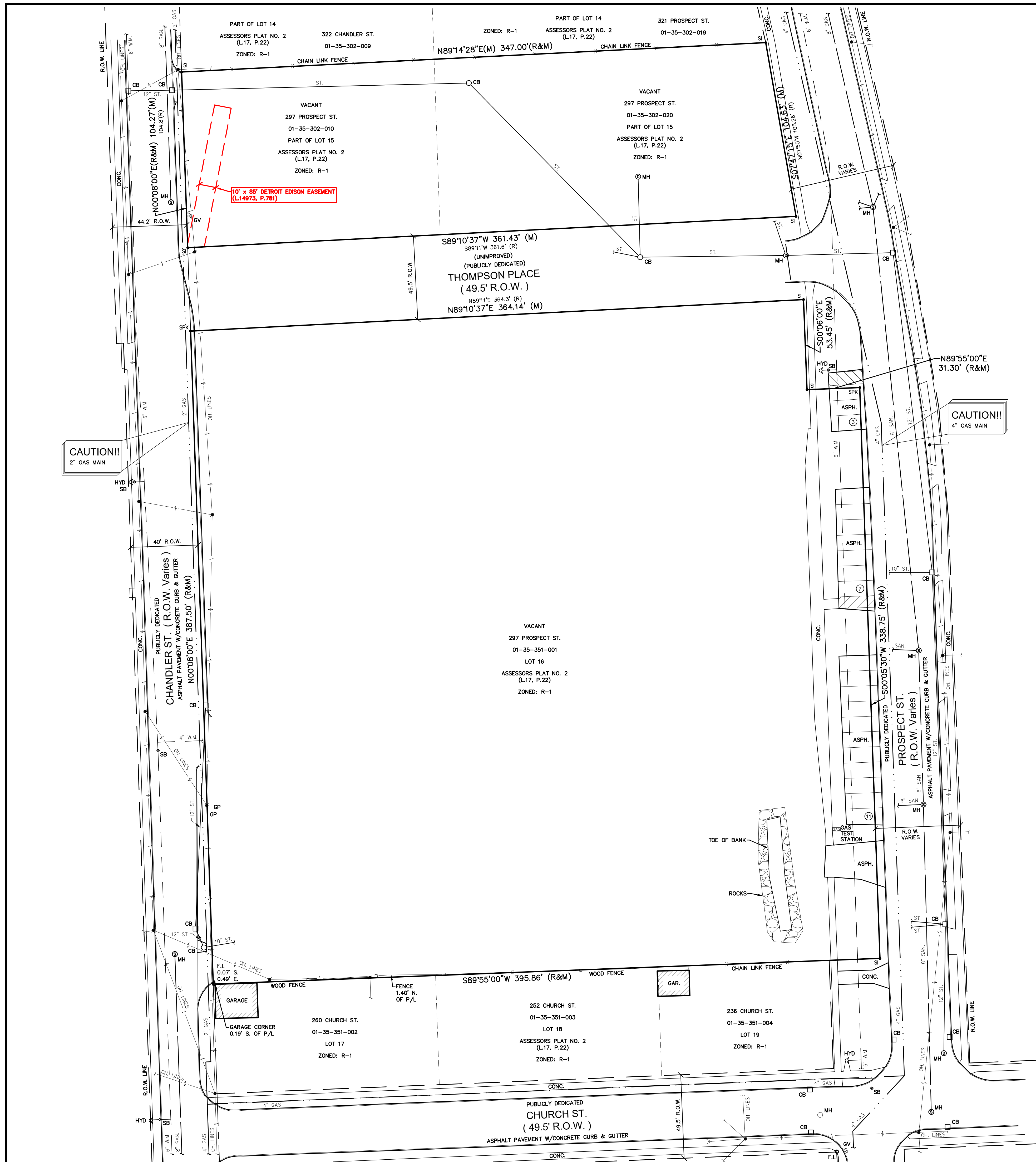
- (1) A building permit issued by the village must be obtained prior to construction, reconstruction, relocating, locating or moving the dwelling into or within the village. All dwelling units and additions thereto shall be able to meet or exceed the construction standards of the village building, electrical, plumbing, mechanical and fire codes.
- (2) Plans for modulars, prefabricated units and similarly constructed units shall be approved by the state construction code commission as meeting the single state construction code, Public Act No. 230 of 1972 (MCL 125.1501 et seq.), prior to the issuance of a building or occupancy permit. Mobile homes or trailers shall meet or exceed the requirements imposed by the United States Department of Housing and Urban Development Mobile Home Construction and Safety Standards (24 CFR 3280 and as, from time to time, such standards may be amended). The building official shall be furnished a certificate stating that such dwelling meets the minimum building code requirements applicable to such structure or shall include a seal attached to the unit. Any addition to such mobile home must be designed and constructed by the manufacturer of such mobile home or must be based upon an architectural plan deemed compatible with the overall design of the mobile home and approved by the building official.
- (3) All construction shall meet the minimum lot size, yard spaces, setbacks, parking and all other minimum site requirements applicable to residential dwellings within the zoning district in which the use will be located.
- (4) All dwelling units shall meet the minimum living area standards for one-family or two-family residential dwellings of the zoning district in which the home is to be located.
- (5) All one-family dwelling units shall have a minimum width across any front, side or rear elevation of 24 feet.
- (6) All dwelling units shall be attached to a permanent foundation constructed on the site in accordance with the building code and shall have a wall of the same perimeter dimensions of the dwelling and additions thereto and constructed of such materials and type as required in the building code. If the dwelling is a mobile home, such dwelling shall also be installed pursuant to the manufacturer's setup instructions and shall be secured to the premises by an anchoring system or device complying with the rules and regulations of the state mobile home commission and shall have a continuous perimeter wall, as required in this subsection.
- (7) Single-family dwellings shall be aesthetically compatible in design and appearance with other residences in the vicinity, with either a roof overhang of not less than six inches on all sides or, alternatively, with roof drainage systems concentrating roof drainage at collection points along the sides of the dwelling; has not less than two exterior doors, with the second one being in either the rear or side of the dwelling; and contains steps connected to the exterior door areas or to porches connected to the door areas where a difference in elevation requires such. In making such determination of compatibility, the building official may consider the following factors: total square footage; length-to-depth proportions; value and quality of construction; exterior building materials; architectural style and design and roofline; as well as the character, design and

appearance of a majority of the residential dwellings within 1,000 feet of the subject dwelling. The foregoing shall not be construed to prohibit innovative design concepts involving such matters as solar energy, view, unique land contour, or relief from the common or standard designed home.

(Ord. No. 482, § 9.03, 7-17-2000)

V. Survey

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LEGAL DESCRIPTION - PER TITLE COMMITMENT

LAND IN THE VILLAGE OF ROMEO, MACOMB COUNTY, MI, DESCRIBED AS FOLLOWS:
 LOT 15 AND 16 OF ASSESSOR'S PLAT #2, PART OF THE SOUTH WEST 1/4 OF SECTION 35, TOWNSHIP 5 NORTH OF RANGE 12 EAST, VILLAGE OF ROMEO, MACOMB COUNTY, MICHIGAN, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 17 OF PLATS, PAGE 22, MACOMB COUNTY RECORDS.
 TAX ID NUMBER(S):
 01-35-302-010, AS TO PART OF LOT 15
 01-35-302-020, AS TO PART OF LOT 15
 01-35-351-001, AS TO LOT 16
 ADDRESS: 297 PROSPECT STREET, ROMEO, MI 48065

SURVEY DATA

SITE AREA:
 PARCEL -010: 15,625 SQUARE FEET OR 0.359 ACRES
 PARCEL -020: 21,232 SQUARE FEET OR 0.487 ACRES
 PARCEL -001: 152,664 SQUARE FEET OR 3.505 ACRES
 TOTAL: 189,521 SQUARE FEET OR 4.351 ACRES
ZONED:
 R-1, SINGLE FAMILY RESIDENTIAL DISTRICT
PARKING SPACES:
 11 PARKING SPACES
 A SURVEYOR CANNOT MAKE A CERTIFICATION ON THE BASIS OF AN INTERPRETATION OR OPINION OF ANOTHER PARTY. A ZONING ENDORSEMENT LETTER SHOULD BE OBTAINED FROM THE VILLAGE OF ROMEO TO INSURE CONFORMITY AS WELL AS MAKE A FINAL DETERMINATION OF THE REQUIRED BUILDING SETBACK REQUIREMENTS.

BASIS OF BEARING NOTE

ALL BEARINGS ARE IN RELATION TO THE PREVIOUSLY ESTABLISHED EAST RIGHT-OF-WAY LINE OF CHANDLER STREET OF ASSESSORS PLAT NO. 2 AS RECORDED IN LIBER 17 OF PLATS, PAGE 22, MACOMB COUNTY RECORDS.

DTE DISCLAIMER NOTE

PLEASE NOTE THAT DTE HAS NEW REGULATIONS THAT MAY IMPACT DEVELOPMENT OUTSIDE THEIR EASEMENT OR THE PUBLIC RIGHT OF WAY. CLIENT SHALL CONTACT DTE TO DETERMINE THE "NEW STRUCTURES AND POWER LINE" REQUIREMENTS AS THEY MAY APPLY TO ANY FUTURE BUILDING OR RENOVATION OF A STRUCTURE. DTE ENERGY CAN BE CONTACTED AT 800-477-4747

FLOOD HAZARD NOTE

THE PROPERTY DESCRIBED ON THIS SURVEY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE PROPERTY LIES WITHIN ZONE X OF THE FLOOD INSURANCE RATE MAP IDENTIFIED AS MAP NO. 26099G0117G BEARING AN EFFECTIVE DATE OF 09-29-2006.

MISS DIG / UTILITY DISCLAIMER NOTE

A MISS DIG TICKET NUMBER 202210102972, PURSUANT TO MICHIGAN PUBLIC ACT 174 WAS ENTERED FOR THE SURVEYED PROPERTY. DUE TO THE EXTENDED REPORTING PERIOD FOR UNDERGROUND FACILITY OWNERS TO PROVIDE THEIR RECORDS, THE SURVEY MAY NOT REFLECT ALL THE UTILITIES AT THE TIME THE SURVEY WAS ISSUED ON OCTOBER 26, 2022. THE SURVEY ONLY REFLECTS THOSE UTILITIES WHICH COULD BE OBSERVED BY THE SURVEYOR IN THE FIELD OR AS DEPICTED BY THE UTILITY COMPANY RECORDS FURNISH PRIOR TO THE DATE THIS SURVEY WAS ISSUED. THE CLIENT AND/OR THEIR AUTHORIZED AGENT SHALL VERIFY WITH THE FACILITY OWNERS AND/OR THEIR AUTHORIZED AGENTS, THE COMPLETENESS AND EXACTNESS OF THE UTILITIES LOCATION.

TITLE REPORT NOTES

- REFERENCE FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NUMBER: NCS-1132052-MICH, COMMITMENT DATE: MAY 27, 2022.
 SCHEDULE B, PART II - EXCEPTIONS:
 EXCEPTIONS: 1, 4, 5, 6 AND 11 REFER TO THE OWNERSHIP OF THE PROPERTY AND/OR ARE NOT PLOTTABLE.
 2. ANY FACTS, RIGHTS, INTERESTS, OR CLAIMS THAT ARE NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY MAKING INQUIRY OF PERSONS IN POSSESSION OF THE LAND.
 3. EASEMENTS, ENCUMBRANCES, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS.
 7. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "DETROIT EDISON OVERHEAD AND UNDERGROUND EASEMENT (RIGHT OF WAY)" RECORDED JANUARY 30, 2004 AS LIBER 14973, PAGE 781 OF OFFICIAL RECORDS. [EASEMENT IS WITHIN THE SURVEYED LAND AND ITS LOCATION IS SHOWN]
 8. INTEREST OF OTHERS IN OIL, GAS AND MINERAL RIGHTS, IF ANY, WHETHER OR NOT RECORDED IN THE PUBLIC RECORDS.
 9. INTEREST, IF ANY, OF THE UNITED STATES, STATE OF MICHIGAN, OR ANY POLITICAL SUBDIVISION THEREOF, IN THE OIL, GAS AND MINERALS IN AND UNDER AND THAT MAY BE PRODUCED FROM THE CAPTIONED LAND.
 10. RIGHTS OF TENANTS UNDER UNRECORDED LEASES.

ALTA SURVEY NOTES

THERE IS NO VISIBLE EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
 THERE IS NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES AND THERE IS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIR.
 THERE IS NO VISIBLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
 THE SUBJECT PROPERTY HAS ACCESS TO PROSPECT STREET, CHANDLER STREET, AND THOMPSON PLACE, EACH BEING A PUBLICLY DEDICATED ROAD.

CERTIFICATE OF SURVEY

CERTIFIED TO:
 -SCHOOL DISTRICT NUMBER ONE OF THE TOWNSHIPS BRUCE AND WASHINGTON ALSO KNOWN AS ROMEO COMMUNITY SCHOOLS, A CONSOLIDATED AGRICULTURAL SCHOOL DISTRICT NO. 1 FRACTIONAL, ROMEO, MICHIGAN ALSO KNOWN AS SCHOOL DISTRICT NO. 1 FRACTIONAL, WASHINGTON AND BRUCE TOWNSHIPS, MACOMB COUNTY, MICHIGAN, PURSUANT TO DEEDS RECORDED IN LIBER 53, PAGE 291, LIBER 769, PAGE 146 AND LIBER 769, PAGE 148.
 -FIRST AMERICAN TITLE INSURANCE COMPANY
 THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDE ITEMS 1, 2, 3, 4, 6(b), 7(c), 7(d)(1), 7(c), 8, 9, 11(c), 13, 14, 16, 17, 18 AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON OCTOBER 18, 2022.
 KEVIN CHRISTOPHER NAVAROLI
 License No. 4001053503
 DATE OF PLAT OR MAP: 10-26-2022



LEGEND

MANHOLE(MH)	EXISTING SANITARY SEWER
CO	EXISTING SAN. CLEAN OUT
HYDRANT(HYD)	GATE VALVE(GV)
MANHOLE(MH)	CATCH BASIN(CB)
UTILITY POLE	EX. BEEHIVE CATCH BASIN
GUY WIRE	EX. UNDERGROUND (UG.) CABLE
LP	OVERHEAD LINES (OH. LINES)
LP	LIGHT POLE
+	SIGN
+	EXISTING GAS MAIN
ASPH.	ASPHALT
CONC.	CONCRETE
FD. / FND.	FOUND
RET. WALL	RETAINING WALL
R.O.W.	RIGHT-OF-WAY
SPK	SET PK NAIL
(TYP)	TYPICAL
(R)	RECORDED
(M)	MEASURED
C/L	CENTRLINE
P/L	PROPERTY LINE
GM	GAS METER
EM	ELECTRIC METER
L/S	LANDSCAPE
DS	DOWNSPOUT
GP	GUARD POST
GV	GAS VALVE

**CIVIL ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS**

NOWAK & FRAUS ENGINEERS
 46777 WOODWARD AVE.
 PONTIAC, MI 48342-5032
 TEL. (248) 332-7931
 WWW.NFE-ENGR.COM

PROJECT
 297 Prospect Street
 Village of Romeo, MI

CLIENT
 Romeo Community Schools

Contact: Vicki Laseke,
 Executive Director
 Business Services
 Phone: 586.752.0220
 Email:
 vicki.laseke@romeok12.org

PROJECT LOCATION
 Part of the SW 1/4
 of Section 35
 T.5N., R.12E.,
 Village of Romeo,
 Macomb County, Michigan

SHEET
 ALTA/NSPS
 Land Title Survey

Know whats below
 Call before you dig.

DATE	ISSUED/REVISED
10/26/22	SURVEY ISSUED

DRAWN BY:
 M. Carnaghi

DESIGNED BY:

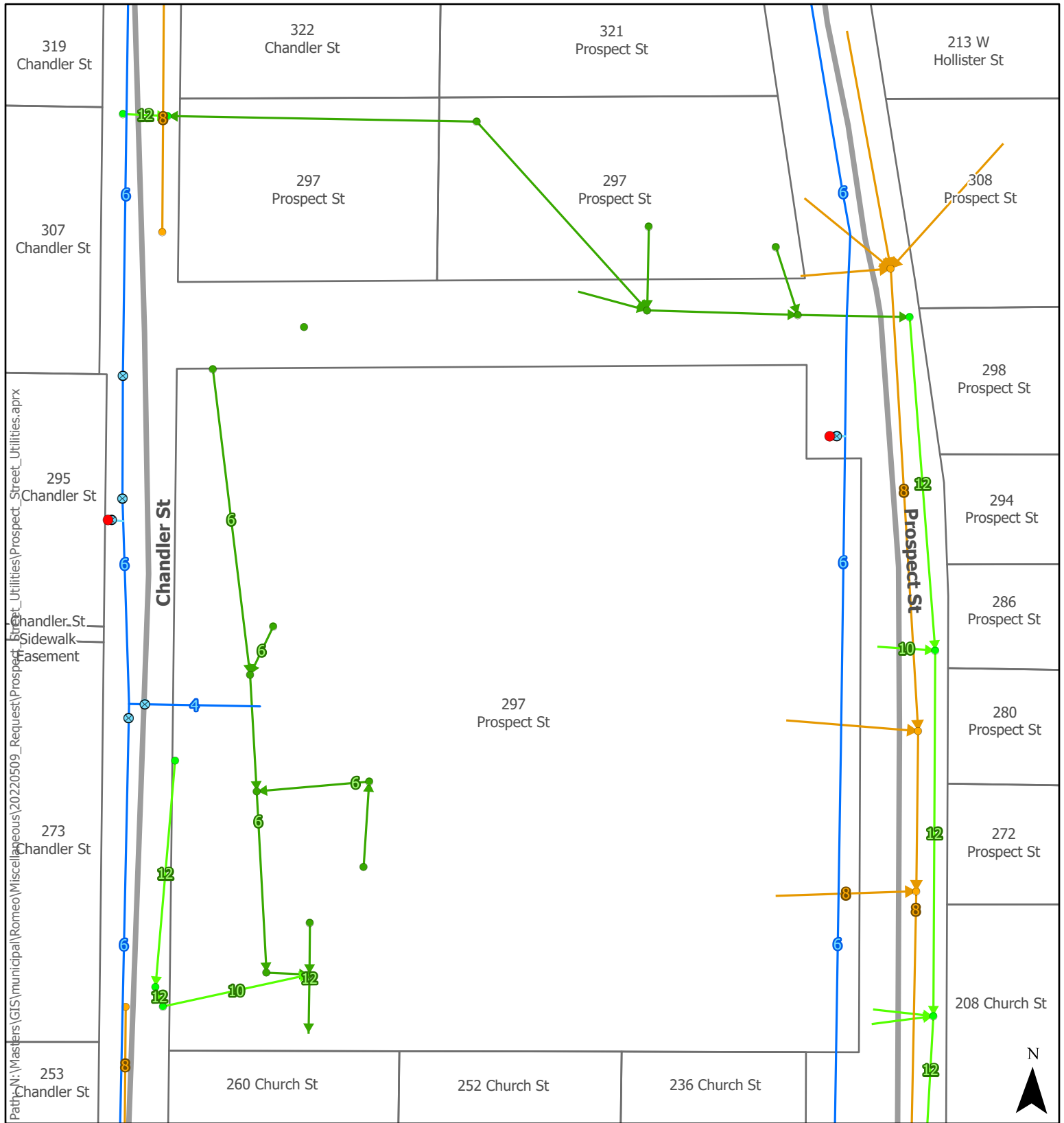
APPROVED BY:
 K. Navaroli

EMAIL CONTACT:
 knavaroli@nfe-engr.com

DATE:
 October 26, 2022

SCALE: 1" = 30'

NFE JOB NO. SHEET NO.
 N249 1 of 1

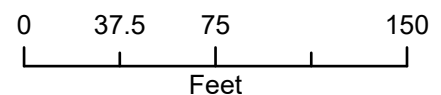


Path: N:\Masters\GIS\municipal\Romeo\Miscellaneous\20220509_Request\Prospect Street Utilities.aprx

297 Prospect Street Utilities

Legend

- Hydrants
- ⊗ Water Valve
- Water Service Lead
- Water Main
- Sanitary Manhole
- > Sanitary Main
- Storm Manhole
- > Storm Main
- Storm Manhole - Private
- > Storm Main - Private
- Parcels
- Roads



VI. Legal Documents

- Proposal Form
- Offer To Purchase
- Affidavit of Compliance- Iran Economic Sanctions Act

The information contained in this Request For Proposals To Purchase Real Property is provided as an accommodation to the prospective purchasers. It is believed to be correct, but no representations or warranties as to its accuracy should be inferred or are made. Each party responding to this Request For Proposals should independently confirm the accuracy of the information contained herein.

ROMEO COMMUNITY SCHOOLS
Request For Proposals To
Purchase Real Property
PROPOSAL FORM

Name of Prospective Purchaser: _____ Contact Person: _____

Address: _____ Phone: _____

E-Mail: _____

1. ***Earnest Money:*** Twenty-Five Thousand (\$25,000.00) Dollars to be submitted within three (3) days of the final execution of the Offer To Purchase Real Estate via certified check.
2. ***Purchase Price:*** \$ _____.
3. ***Exceptions or Special Conditions:*** The prospective purchaser acknowledges and agrees that it is submitting this Proposal with the understanding that unless the prospective purchaser sets forth specific exceptions to the terms and conditions of this RFP or the Offer To Purchase Real Estate, that the prospective purchaser will execute the Offer To Purchase Real Estate attached to the RFP with all of the terms and conditions as contained therein. Please set forth any exceptions or special considerations below.

(Attach Additional Sheets or mark-up copy of the Offer To Purchase with changes, if desired)

The undersigned represents and warrants to Romeo Community Schools that he/she/it has been duly authorized to execute this Proposal on behalf of the prospective purchaser and that if this Proposal is accepted by Romeo Community Schools that the same shall be binding upon and fully enforceable against the prospective purchaser. The prospective purchaser acknowledges that the School District may accept or reject any Proposal in whole or in part in its sole and absolute discretion.

Print Name of Prospective Purchaser

Print Name and Title of Authorized Agent

Signature of Authorized Agent

Dated: _____, 2023

OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED, _____ (“Purchaser”), hereby offers and agrees to purchase from the Romeo Community Schools (“Seller”) the following vacant real property situated in the Village of Romeo, Macomb County, Michigan, described as follows:

4.35 +/- acres of vacant real property north of Church Street between Chandler Street and Prospect Street in Downtown Romeo, Michigan, formerly known as Romeo Middle School, Sidwell Numbers 01-35-302-010, 01-35-302-020, 01-35-351-001, more particularly described on **Exhibit A** attached hereto (the “Premises”),

together with all improvements and appurtenances, if any, now on the Premises, subject to existing building and use restrictions, and easements, if any, and zoning ordinances upon the following conditions:

THE SALE TO BE CONSUMMATED BY CASH SALE: Delivery of the Warranty Deed attached hereto and marked as **Exhibit B** conveying marketable title at Closing to the Premises. The purchase price for the Premises shall be the sum of _____ and 00/100 (\$ _____) Dollars (the “Purchase Price”) payable by Purchaser at Closing in cash, certified check, or direct wire transfer at the option of Seller.

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

3. In the event of default of the terms and conditions of this Offer by the Purchaser hereunder, the Seller may, at its option, elect to enforce the terms hereof by specific performance or declare a breach hereunder, terminate this Offer and retain the Earnest Money Deposit as liquidated damages.

4. In the event of default of the terms and conditions of this Offer by the Seller hereunder, the Purchaser may, at its option, elect to enforce the terms hereof by specific performance or demand, and be entitled to, an immediate refund of its entire Earnest Money Deposit in full termination of this Offer.

5. If written objection to the title is made within ten (10) days of delivery of the Commitment, that the title is not in the condition required for performance hereunder, the Seller shall have thirty (30) days from the date it receives notice in writing of the particular defects claimed either to: (1) remedy the title defects set forth in said written notice, although Seller shall have no obligation to cure or to obtain insurance over such defects; or (2) terminate the Offer refund the Earnest Money Deposit in full termination of this Offer. Notwithstanding the above, Purchaser may, at any time during the thirty (30) day cure period, waive the conditions of this Paragraph 5 and accept the title in its "As Is" condition. If the Seller is able to remedy such defects within the time specified as evidenced by written notification, a revised Commitment or endorsement to the Commitment, the Purchaser agrees to complete the sale in accordance with the Closing date set forth in Paragraph 12.

6. All special assessments which have been levied and due and payable upon the Premises as of the Date of this Offer shall be paid by the Seller. All special assessments which are levied and due and payable after the Date of this Offer shall be paid by the Purchaser. All real property taxes on the Premises shall be prorated and adjusted as of the date of Closing in accordance with DUE DATE basis of the municipality or taxing unit in which the Premises is located, under the assumptions that taxes are paid in advance and that summer and winter taxes are due and payable July 1 and December 1 respectively. Water and other utility bills shall be prorated and adjusted as of the date of Closing. The Seller shall be responsible for the payment of any applicable transfer taxes associated with this transaction and the Purchaser shall be responsible for all applicable recording fees, including, but not limited to, the fees required for recording the Warranty Deed. All other Closing fees/costs will be split equally between Purchaser and Seller and reflected on the final Closing Statement.

7. It is understood that this Offer is irrevocable for forty-five (45) days from the date hereof. If this Offer is accepted by the Seller, the Purchaser agrees to complete the purchase of the Premises within the time indicated in Paragraph 12.

8. Within three (3) business days of the Date of this Offer, Purchaser shall deposit the sum of Twenty Five Thousand and 00/100 (\$25,000.00) Dollars (the "Earnest Money Deposit") to be held by the Seller and applied to the Purchase Price if the sale is consummated. The Seller shall not be responsible to the Purchaser for any interest associated with the subject Earnest Money Deposit.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

10. This Offer and all of Purchaser's obligations hereunder are contingent upon all of the following:

A. Purchaser's satisfaction with the Premises following Purchaser's testing, analysis, inspection and evaluation of the Premises ("Purchaser's Evaluations"). Purchaser shall have ninety (90) days after the Date of this Offer ("Inspection Period") in which to conduct such investigations, evaluations and testing of the Premises (both above ground and below ground) as Purchaser deems appropriate in order to determine if the Premises are satisfactory and suitable for Purchaser's intended use and enjoyment. Purchaser's Evaluations may include, but shall not be limited to: (i) a physical inspection of all aspects of the Premises; (ii) an environmental analysis and investigation of the Premises; (iii) an analysis of the availability of any federal, state or local tax abatements or property tax reductions for the Premises; (iv) a verification that there are no existing special assessments affecting the Premises; (v) investigating the availability and condition of utility and sewage services and systems including, but not limited to, gas, water, electricity, sanitary sewer, storm sewer and telephone services and systems; (vi) making soil tests, borings and other engineering, environmental and architectural tests and evaluations; (vii) reviewing and analyzing all applicable building and use restrictions, zoning ordinances, building codes and all other federal, state and local statutes, codes, ordinances, rules and regulations relating to the ownership, development or use of the Premises; and (viii) analyzing the results of any survey. Upon completion of Purchaser's Evaluations, Purchaser shall, at its sole cost and expense, restore the Premises to a condition as good as its condition prior to such Evaluations. During the term of the Inspection Period and at all times prior to Closing, Purchaser, its employees, agents, representatives, engineers, inspectors and surveyors (collectively "Representatives"), shall have the right of access to the Premises at all times for the purposes of performing Purchaser's Evaluations provided Purchaser has executed the attached Release and marked as **Exhibit C** and obtained such a Release from its Representatives. Purchaser shall indemnify, defend and hold Seller free and harmless from and against any liability arising therefrom except as caused by the acts or omissions of Seller or Seller's agents and employees.

B. In the event that Purchaser is dissatisfied with the results of Purchaser's Evaluations and Purchaser has notified Seller in writing prior to the expiration of said Inspection Period, Purchaser shall have the option to rescind and terminate this Offer and Seller shall return all of Purchaser's Earnest Money Deposit paid as of that time, provided that Purchaser delivers to the Seller, free of charge, a copy of, in both

electronic and hard copy formats, any and all documents, engineering plans, construction drawings, reports, assessments, surveys or site plans and any other work product prepared by, or on behalf of, Purchaser in accordance with this Paragraph 10 or for the development of the Premises (the “Documents”) and shall represent and warrant to the Seller that upon delivery of the Documents that the Documents are assigned to Seller and/or the Seller has permission from any and all other preparers of the Documents, to use the same in connection with the Premises. All of Purchaser’s Evaluations shall be performed at the Purchaser’s sole cost and expense. At any time during the Inspection Period, Purchaser may elect to purchase the Premises for the Purchase Price, less the Earnest Money Deposit, by notifying the Seller in writing, and the Closing shall take place in accordance with Paragraph 12.

C. At the expiration of the Inspection Period, there will be one (1) ninety (90) day extension period available to Purchaser (“Extension Period”). At the commencement of the Extension Period, and except as provided below, the Earnest Money Deposit shall become non-refundable to Purchaser, but shall be applied toward the Purchase Price in the event of Closing. This Extension Period shall be deemed automatically exercised by Purchaser unless Purchaser shall give written notice to Seller prior to the expiration of the Inspection Period, that Purchaser is electing its right to terminate this Offer. If Purchaser elects to exercise the Extension Period, Purchaser agrees to waive all contingencies enumerated in Paragraphs 10(A) and (B) above, except that Purchaser may solely use the Extension Period in which to continue to pursue all necessary governmental approvals from Village of Romeo or other governmental entities having jurisdiction over the Premises (hereinafter collectively referred to as the “Governmental Approvals”). Purchaser shall use its best efforts to obtain all necessary Governmental Approvals and agrees to commence the Governmental Approvals process and apply for all necessary Governmental Approvals within thirty (30) days of the Date of this Offer. As part of these Governmental Approvals, Purchaser agrees that it shall secure, at its sole cost and expense, all necessary site plans and other engineering drawings and documentation necessary for the Purchaser to submit to Village of Romeo or other governmental agencies having jurisdiction over the Premises to obtain the Governmental Approvals. In the event all Governmental Approvals have not been secured prior to the expiration of the Extension Period, Seller and Purchaser agree that if the Purchaser does not obtain the Governmental Approvals within the Extension Period after working in good faith to obtain the same, Purchaser may terminate this Offer and if terminated, Purchaser shall be entitled to a return of its Earnest Money Deposit, provided Purchaser shall provide to Seller, free of charge, the Documents in the form required in Paragraph 10(B) above.

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

11. Seller represents and warrants that to the best of its present knowledge there are no judicial or administrative proceedings pending or threatened against the Premises and Seller is not aware of any facts which might result in any action, suit or other proceeding.
12. If this Offer is accepted by Seller and if Title can be conveyed in the condition required within this Offer, Purchaser agrees to complete the sale and close within ten (10) days of the later of the satisfaction of the conditions listed in Paragraph 10 of this Offer or delivery of the Commitment to Purchaser (the "Closing"). By the execution of this instrument the Purchaser acknowledges the receipt of a copy of this Offer. The Closing of this sale shall take place at the office of Clark Hill PLC, or as otherwise agreed to by the parties.
13. Purchaser shall indemnify, defend and hold Seller including its Board of Education (in their official and individual capacities), administrators, employees and agents, harmless from any claims, suits, damages, costs, injuries, losses and any expenses resulting and arising from and out of Purchaser's or its officers, directors, agents and/or employees' occupancy, possession, use, evaluations and ownership of the Premises herein during the

time this Offer is in existence except for such matters arising from the acts or negligence of Seller or Seller's agents and employees.

14. Seller acknowledges that it has retained the services of Great Northern Consulting Group in negotiating the sale of the Premises and Seller acknowledges its responsibility to pay Great Northern Consulting Group any fees associated with Great Northern Consulting Group's participation in this transaction. Seller further represents and warrants that no other broker or real estate agency is involved in the negotiation or consummation of this transaction. Purchaser warrants and represents to Seller that it is not obligated to pay any fee or commission to any broker or real estate agency in the negotiation or consummation of this transaction. To the extent permitted by law, each party agrees to indemnify and defend the other and hold the other harmless from any expense, claim or cause of action arising out of the breach of the foregoing warranty.
15. From and after the Date of this Offer, Purchaser shall not initiate a zoning change or other proceeding affecting the Premises or do anything else which may tend to jeopardize or lessen Seller's interest in or the condition of the Premises without first obtaining prior written consent from Seller. If Seller approves of any such zoning change or proceeding affecting the Premises, Purchaser shall keep Seller informed of the progress of any such zoning change or proceeding and supply Seller with copies of any and all relevant approvals and documents applicable to such zoning change and/or proceeding.
16. For the purposes of the transaction contemplated by this Offer, the "Date of this Offer" is the date of acknowledgment of the signature of the last party to sign this Offer. Once the Seller accepts Purchaser's Offer, this Offer To Purchase Real Estate shall hereinafter be referred to as the "Offer."
17. Whenever in this Offer it is provided that notice must be given or an act performed or payment made on a certain date, and if such date falls on a Saturday, Sunday or holiday, the date of the notice of performance or payment shall be the next following business day.
18. No waiver of any of the provisions of this Offer shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
19. This Offer shall be governed by and construed in accordance with the laws of the State of Michigan regardless of whether any party may or hereafter become domiciled in another state. Venue shall be Macomb County, Michigan.

20. Purchaser shall not assign its rights or obligations under this Offer, without Seller's advance written consent, which consent is discretionary in Seller solely.
21. This Offer may be executed in one or more counterparts, all of which together will for all purposes constitute one agreement binding upon the parties.
22. This Offer along with all attachments constitutes the entire agreement of the parties regarding the subject matter herein and supersedes and terminates any and all prior or contemporaneous agreements, representations, understandings or dealings between the parties, either oral or written. This Offer may be amended only by a writing signed by the parties.
23. Notwithstanding anything contained herein to the contrary, Purchaser, at its sole cost and expense, shall be obligated to develop and use the Premises in accordance with the planned use and concept attached hereto and made a part hereof as **Exhibit D** (the "Concept Plan"). The Concept Plan, subject to municipal approval, is an indication of what Purchaser intends to develop and may be only altered based on municipal feedback and requirements as well as reasonable value engineering. To ensure Purchaser's development of the Premises in accordance with the Concept Plan, Purchaser shall provide Seller with copies of any and all documents that it plans to submit to Village of Romeo or any other governmental agency having jurisdiction over the Premises at least ten (10) days prior to such submission to allow Seller the opportunity to review such documents for compliance with this Paragraph and this Offer. These obligations of Purchaser shall survive the Closing. If the Concept Plan is modified substantially by the Purchaser, the Seller shall have a right to approve the modified concept plan or terminate this Offer and retain the Earnest Money Deposit.
24. The Seller's Request For Proposals For Purchase of Real Property dated _____, 2025 ("RFP") and the Purchaser's Proposal dated _____, 2025, are incorporated herein by this reference. The parties agree that where there is a conflict between the terms of this Offer and the Purchaser's Proposal, this Agreement shall take precedence.
25. Seller acknowledges receipt from the Purchaser of the Earnest Money Deposit above mentioned which will be returned forthwith if the foregoing Offer is not accepted within the time above set forth.

PURCHASER:

By: _____

Its: _____

Date: _____

SELLER:

ROMEO COMMUNITY SCHOOLS

By: _____

Its: Superintendent

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

Land situated in the Village of Romeo, Macomb County, Michigan, and described as follows:

Lot 15 and 16 of Assessor's Plat #2, part of the South West 1/4 of Section 35, Township 5 North of Range 12 East, Village of Romeo, Macomb County, Michigan, according to the plat thereof recorded in Liber 17 of Plats, page 22, Macomb County Records.

Sidwell Nos: Numbers 01-35-302-010, 01-35-302-020, 01-35-351-001

EXHIBIT B

WARRANTY DEED

This Indenture, made the ____ day of _____, 20__ between ROMEO COMMUNITY SCHOOLS (hereinafter called the "Grantor"), whose address is 316 North Main Street, Romeo, Michigan 48065 , and _____, (hereinafter called Grantee"), whose address is _____, The Grantor hereby conveys and warrants to the Grantee the following described premises situated in Village of Romeo, Macomb County, Michigan, described as:

Lot 15 and 16 of Assessor's Plat #2, part of the South West 1/4 of Section 35, Township 5 North of Range 12 East, Village of Romeo, Macomb County, Michigan, according to the plat thereof recorded in Liber 17 of Plats, page 22, Macomb County Records.

Together with all tenements, hereditaments, appurtenances and improvements thereunto belonging or in any way appertaining for the sum of _____ and 00/100 (\$ _____) Dollars paid to the Grantor.

Subject to:

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

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

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

EXHIBIT C

RELEASE AND HOLD HARMLESS

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

WITNESSES:

EXHIBIT D

PURCHASER'S CONCEPT PLAN