

**NOTICE OF BID SOLICITATION FOR PROPERTY SALE
STEPHENSON ELEMENTARY SCHOOL**

Notice Date: July 24, 2023

Sealed bids will be accepted by the Stephenson Area Public Schools (“District”) Board of Education (“Board”) for property located at W535 River Road, Stephenson, Michigan 49887. The Property consists of approximately 2.3 acres, contains a one-story school building, and is depicted as “Lot 2” in the Survey that is attached as Attachment 1 (the property as depicted in the Survey, the “Property”).

For those interested in placing a bid to purchase the Property, the bid conditions are:

1. Bids for the Property must be received on or before 4:00 p.m. on Friday, August 18, 2023, at the office of the District’s Superintendent, Susanne Carpenter, which is located at W526 Division Street, Stephenson, Michigan 49887. Bids must be submitted using the Bid Form Attached as Attachment 2, and documentation demonstrating financial capability to pay the bid amount must be attached to the Bid Form.

2. A certified or cashier’s check in the amount of Ten Percent (10%) of the bid amount shall accompany each Bid Form and shall be forfeited if a bid is accepted and the bidder fails to timely sign the Purchase Agreement discussed below or close the transaction in accordance with the Purchase Agreement. The deposit amount will be credited to the purchase price at closing of the sale of the Property to the selected bidder. The deposit amount will be mailed back to each unselected bidder to the bidder’s address listed on the Bid Form within ten (10) calendar days from the date the Board has accepted a bid for the Property or has rejected all bids for the Property.

3. Questions concerning the Property must be directed to Paul Starzynski, District Maintenance and Transportation Director, at 906-753-2221 (ext. 113) or

pstarzynski@stephenson.12.mi.us.

4. Please do not contact District staff to request Property documents. The District may provide copies of relevant Property documents during or after the Property walk-through referenced in the next paragraph.

5. Prospective bidders may participate in a walk-through of the Property on August 9, 2023. The walk-through will start at approximately 9:00 AM CST. Prospective bidders should arrive at the Property before 9:00 AM CST and wait at the front entrance until directed otherwise by a District representative.

6. The Board plans to review all timely and conforming bids at its August 28, 2023 regular meeting, which is scheduled to begin at 6:00 PM CST ("Meeting"). The District will not be accepting presentations to explain bids, but bidders are welcome to participate during the public comment portion of the Board's meeting.

7. The Board may schedule bidder interviews during the Meeting, which may be held on a date subsequent to the Meeting.

8. The Board may, in its discretion, accept a bid during the Meeting or at a subsequent meeting (the selected bidder, if any, the "Purchaser").

9. The Board expressly reserves the right to (a) reject any or all bids, (b) extend the bid deadline, (c) allow supplemental bids, (d) negotiate with any or all bidders, and (e) accept the bid which the Board, in its sole discretion, determines best serves the interests of the District.

The conditions of the Property sale are:

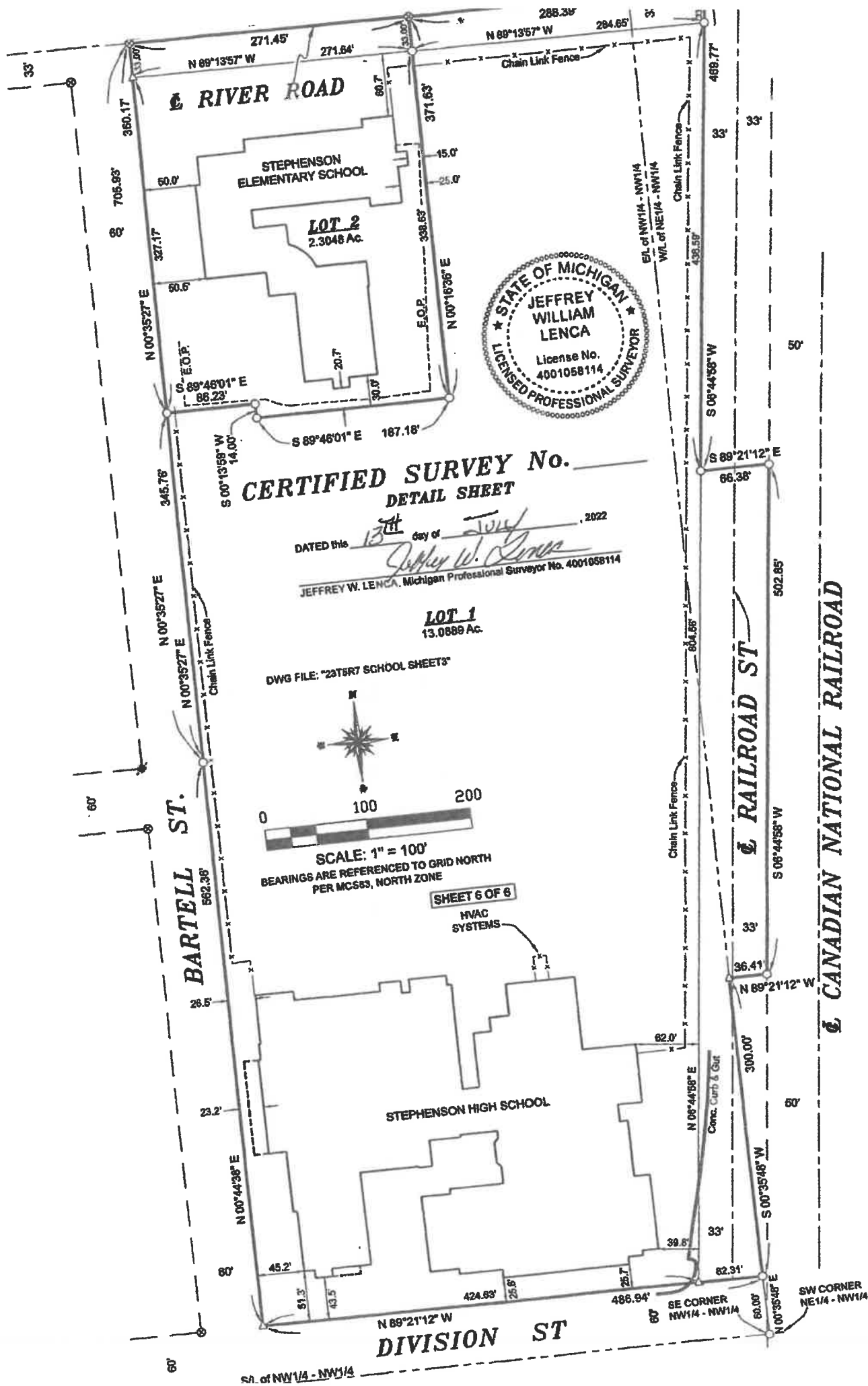
A. The Property will be sold "as is" and the District expressly disclaims any warranties with regards to the Property.

B. The Purchaser shall sign a purchase agreement containing the terms and conditions in

the Purchase Agreement attached as Attachment 3 within seven (7) days from the date that the Board accepts the Purchaser's bid. Failure to timely sign will result in the Purchaser forfeiting the deposit amount referenced in Section 2 above and in the sale being automatically terminated.

C. Following conveyance of the Property to the Purchaser, the District shall have no liability or exposure with respect to the condition of the Property. At closing, the Purchaser shall enter into an agreement with the District wherein the Purchaser shall indemnify and hold harmless the District from all liability arising out of the condition of the Property.

Notice of Bid Solicitation Attachment 1
Survey



RIVER ROAD

STEPHENSON
ELEMENTARY SCHOOL

LOT 2
2.3048 Ac.

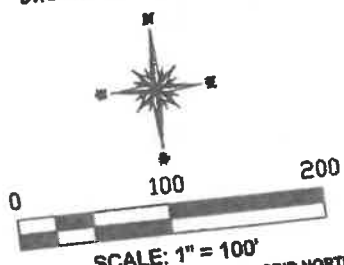


CERTIFIED SURVEY No.
DETAIL SHEET

DATED this 13th day of July, 2022
Jeffrey W. Lenca
JEFFREY W. LENCA, Michigan Professional Surveyor No. 4001058114

LOT 1
13.0889 Ac.

DWG FILE: "22T6R7 SCHOOL SHEETS"



SCALE: 1" = 100'
BEARINGS ARE REFERENCED TO GRID NORTH
PER MCS83, NORTH ZONE

SHEET 6 OF 6

HVAC
SYSTEMS

STEPHENSON HIGH SCHOOL

RAILROAD ST

CANADIAN NATIONAL RAILROAD

DIVISION ST

Notice of Bid Solicitation Attachment 2
Bid Form

Bid Form
Stephenson Elementary School, Stephenson, Michigan

Bid Amount: \$ _____

Bidder agrees to the Property sale terms and conditions stated in the Notice of Bid Solicitation for Property Sale dated July 24, 2023 and the Purchase Agreement attached to that Notice, which concern property located at W535 River Road, Stephenson, Michigan (the "Property"). The Bidder's representative signing below represents that the representative is duly authorized to sign on behalf of the Bidder.

Bidder Name: _____

Bidder Representative Name: _____

Bidder Street Address: _____

Bidder City, State, & Zip Code: _____

Bidder Telephone Number: _____

Bidder Proposed Use of the Property: _____

Bidder Representative Signature

Signature Date

Please send bids to:
Stephenson Area Public Schools
Attn: Susanne Carpenter, Superintendent
W526 Division Street
Stephenson, Michigan 49887

Bids must be received by the District on or before 4:00 p.m. on August 18, 2023, at the address specified above. Bids received after that time will not be accepted. All bids must be accompanied by documentation demonstrating financial capability to pay the bid amount and a certified or cashier's check in the amount of Ten Percent (10%) of the bid amount. The check shall be forfeited if a bid is selected and the bidder fails to timely execute the Purchase Agreement or close the transaction in accordance with the Purchase Agreement.

The Board of Education reserves the right to accept or reject any or all bids received, extend the bid deadline, allow supplemental bids, negotiate with any or all bidders, and accept the bid which the Board, in its sole discretion, determines best serves the interests of the District.

Notice of Bid Solicitation Attachment 3
Purchase Agreement

**PURCHASE AGREEMENT
STEPHENSON ELEMENTARY SCHOOL**

This Purchase Agreement ("Agreement") is entered into as of the date of the last signature below ("Effective Date"), by and between Stephenson Area 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 W526 Division Street, Stephenson, Michigan 49887 ("Seller") and _____, whose address is _____ ("Purchaser") (individually, a "Party" and collectively, the "Parties"), for the transfer by the Seller to the Purchaser of property commonly known as Stephenson Elementary School, located at W535 River Road, Stephenson, Michigan 49887 and depicted as "Lot 2" in the survey attached as Agreement Exhibit A (the "Property"), upon the following terms and conditions:

1. **Property Transferred.** The Purchaser shall purchase and receive and the Seller shall sell the Property, including the school building located on that property, and including all tenements, hereditaments, appurtenances, and improvements thereunto belonging or in any way appertaining.
2. **Consideration.** The Property shall be purchased for _____ (\$____) which shall be paid by the Purchaser to the Seller at Closing ("Purchase Price"). The bid amount submitted by Purchaser pursuant to the July 18, 2023 Property Notice of Bid Solicitation ("Deposit") shall be credited to the Purchase Price at Closing.

As further consideration, the Purchaser agrees to take the Property subject to the disclaimer of warranties and transfer of environmental liability provisions contained in Paragraphs 8 and 9 below. The Seller has determined that the consideration in this paragraph is full and fair value for the Property, including because of ongoing maintenance expenditures for the Property building.

3. **Closing.** Closing of the sale described herein shall take place on a date mutually agreed to by the Seller and Purchaser in writing, but shall be no later than 5 calendar days after the expiration of the Inspection Period ("Closing"). The Closing shall take place at the office of the Seller's Superintendent or, at the Seller's option, the title company that provides the title commitment described in Paragraph 6 below.
4. **Deed.** Seller will sign a deed to the Property at Closing and the transfer of Property title is subject to the terms of that deed. Unless otherwise agreed to by the Parties in writing, the Seller will convey the Property to the Purchaser using the same deed type as the deed used to convey the Property to the Seller (e.g., warranty deed or quitclaim deed). The deed that the Seller anticipates to sign at Closing is attached as Agreement Exhibit B.
5. **Property Taxes and Assessments.** The Purchaser shall be responsible for all property taxes and assessments on the Property that become due after Closing, if any.
6. **Evidence of Title.** The Seller shall, at Purchaser's expense, as soon as practical and in any event within 10 calendar days from the Effective Date, place an order for a title insurance owner's policy commitment; the amount of coverage for the policy shall be

determined by the Purchaser and communicated to the title company by the Purchaser before Closing. Within 10 calendar days of receipt of the commitment for title insurance, the Purchaser 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 unreasonably interfere with the Purchaser's proposed use of the Property. Should the Purchaser so notify the Seller of any such Title Defects, the Seller shall have until Closing to cure or remove same. If such objections are not cured by Closing, either Party may terminate this Agreement, or the Parties may extend the Closing date so as to provide the Seller with an additional opportunity to cure said Title Defects. In the event such reasonable objections are not cured by Closing, or any extension thereof, either Party may terminate this Agreement, the Deposit will be returned to the Purchaser, and neither Party shall have any further liability to the other under this Agreement. If Purchaser fails to notify the Seller of Title Defects within 10 calendar days as provided in this Paragraph, Purchaser shall purchase the Property with the Title Defects.

7. **Inspections, Surveys, Tests, and Zoning Approvals.** The Purchaser, its agents, or its 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 or obtaining any and all surveys, appraisals, explorations, soil tests, inspections, environmental reports, wetlands and flood plain evaluations, water and perk tests, site plan and zoning approvals and the like, all of which inspections and approvals shall be completed within 60 calendar days of the Effective Date (the "Inspection Period"). If the Purchaser has exercised its best efforts to conduct inspections of the Property and obtain any approvals but has not finalized same within the Inspection Period, then Purchaser and Seller may agree in writing to extend the Inspection Period and change the Closing date. If Purchaser is reasonably not satisfied with the condition of the Property or has not obtained all necessary site plan and zoning approvals because of factors beyond Purchaser's control and the Purchaser notifies the Seller of same within the Inspection Period or any extension thereof agreed to by the parties, then this Agreement shall terminate, the Deposit will be returned to the Purchaser, and neither Party shall have any further liability or responsibility hereunder.

Notwithstanding anything to the contrary in this Agreement, Purchaser, its agents, and its independent contractors shall use all reasonable efforts to minimize any damage to the Property in the performance of tasks pursuant to the preceding paragraph. In the event any portion of the Property is disturbed or altered by virtue of such tasks, the Purchaser shall promptly, at its sole expense, restore the Property to substantially the same condition that existed prior to such disturbance or alteration and shall indemnify and hold the Seller harmless from any loss, cost, or damage to the Property, including without limitation the Seller's actual attorneys' fees, caused by such tasks.

Purchaser acknowledges that the title company providing the title commitment for this transaction may require a survey to close the transaction contemplated by this Agreement; to the extent the survey in Agreement Exhibit A is not satisfactory to the title company, Purchaser shall – at the Purchaser's cost – update the survey or obtain a new

survey to the satisfaction of the title company.

8. **Disclaimer of Warranties.** AT CLOSING, PURCHASER WILL EXECUTE THE PURCHASER'S STATEMENT THAT IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT C ("PURCHASER'S STATEMENT"). THE PURCHASER'S STATEMENT CONFIRMS IN WRITING THAT (A) THE SCHOOL BUILDING ON THE PROPERTY IS IN A STATE OF DISREPAIR AND CONTAINS ASBESTOS; (B) PURCHASER HAS INSPECTED THE PROPERTY AND AGREES TO TAKE THE PROPERTY "AS IS" AND IN ITS PRESENT CONDITION AND THAT THERE ARE NO OTHER OR ADDITIONAL WRITTEN OR ORAL UNDERSTANDINGS; AND (C) SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND WITH REGARD TO THE PROPERTY. THE PROVISIONS CONTAINED IN THE PURCHASER'S STATEMENT SHALL SURVIVE CLOSING.
9. **Environmental Matters.** It is the intention and agreement of Seller and Purchaser that following conveyance of the Property to the Purchaser, Seller shall have no liability or exposure to Purchaser with respect to any environmental remediation required on the Property. Purchaser is accepting the Property in its "as is" condition with full liability therefor. Seller and Purchaser agree, if a conveyance of the Property occurs:
 - (a) 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; that the Property complies with all applicable building codes or other applicable laws or regulations; and that the Property is not in violation of any federal, state, or local laws, regulations, or orders pertaining to the environment or use of the Property.
 - (b) Purchaser shall not look to and shall indemnify and hold harmless the Seller or its successors or assigns, including without limitation actual attorneys' fees incurred by 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 Paragraph (a) above by reason of the existence of any hazardous waste or which may be assessed as response costs or investigative costs by any governmental agency, whether such right be pursuant to common law or statute.
 - (c) The provisions of this Paragraph 9 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.
 - (d) This Paragraph 9 shall inure to the benefit and 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 the Purchaser.
 - (e) The provisions of subparagraphs (a) through (d), above, shall survive Closing. At Closing, the provisions of subparagraphs (a) through (d) shall be placed in

recordable form, signed, and acknowledged by Purchaser and Seller and then recorded by Seller, at Purchaser's expense, with the Menominee County, Michigan, Register of Deeds. A copy of the Transfer of Liability Agreement is attached hereto and made a part hereof as Exhibit D.

10. **Land Divisions.** The Parties acknowledge that the Property is currently part of a larger parcel (and potentially an additional parcel), and that one or more land divisions will need to be completed before Closing to separate the Property from that larger parcel (and potentially from that additional parcel). The Seller and the Purchaser will cooperate during the land division process. The Parties acknowledge and agree that this Agreement is conditioned on the land divisions being granted to the satisfaction of the Seller, which shall not be unreasonably withheld, before the time of Closing. If the land divisions are not approved to such satisfaction before the time of Closing, then the Seller may terminate this Agreement and neither Party shall have any liability or responsibility to the other under this Agreement.
11. **Further Assurance.** Each Party shall execute and deliver such other and further documents or perform such acts as may be reasonably requested by the other to confirm and consummate the transaction that is the subject of this Agreement.
12. **Attorney's Opinion.** Purchaser acknowledges that Seller has recommended that Purchaser retain an attorney to pass on the marketability of the title to the Property and to review the details of the sale before Closing.
13. **Time of Essence.** Time is of the essence with respect to all dates and times set forth in this Agreement.
14. **Cost of Closing.** At Closing, Purchaser shall pay for (i) the title insurance policy described in Paragraph 6 above; (ii) the entire closing fee imposed by the title company facilitating the closing this transaction; (iii) recording of the deed in Exhibit B, the Purchaser's Statement in Exhibit C, and the Transfer of Liability Agreement in Exhibit D; and (iv) any inspections, zoning approvals, and any attorney's opinion and services on behalf of Purchaser.
15. **Default and Termination.** In the event Seller fails or refuses to comply with the terms of this Agreement, for any reason other than the Purchaser's default hereunder, the Purchaser may, in its sole discretion, elect to terminate this Agreement and proceed with its legal and equitable remedies. In the event Purchaser fails or refuses to comply with the terms of this Agreement, for any reason other than the Seller's default hereunder, the Seller may, in its sole discretion, elect to terminate this Agreement and proceed with its legal and equitable remedies.
16. **Real Estate Brokers.** Purchaser agrees to indemnify and hold harmless Seller for any real estate brokers who Purchaser has retained for this transaction.
17. **Notices.** All notices required or given under this Agreement shall be in writing and either delivered personally or mailed by certified mail, return receipt requested, addressed to the

parties as follows:

If to the Seller:

Stephenson Area Public Schools
Attn: Superintendent
W526 Division Street
Stephenson, Michigan 49887

With a Copy to:

Thrun Law Firm P.C.
Attention: Piotr M. Matusiak, Esq.
PO Box 2575
East Lansing, Michigan 48826

If to the Purchaser:

or to such other person or address as the Party receiving such notice shall hereafter have requested in writing. Notices shall be effective on the date of mailing.

18. **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 transaction herein contemplated. 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.
19. **Amendments.** This Agreement may be amended or modified only by a document in writing executed by each of the parties named above.
20. **Headings.** The headings used herein are for convenience only and shall not govern the interpretation of any paragraph of this Agreement.
21. **Successors and Assigns.** This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.
22. **Assignment.** Neither Party shall have the right to assign its rights under this Agreement to any person or entity without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
23. **No Construction Against Drafting Party.** This Agreement shall not be more strictly construed against, nor shall any ambiguities within this Agreement be resolved against, a Party because of that Party's participation in the drafting of this Agreement.

24. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.
25. **Counterpart Signatures.** This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.
26. **Authorized Signatures.** Each individual signing below represents that the individual is duly authorized to sign on behalf of that individual's respective party as listed below.

SELLER:

**STEPHENSON AREA PUBLIC SCHOOLS,
a Michigan general powers school district**

Signature: _____

Printed Name: Susanne Carpenter

Its: Superintendent

Dated: _____, 2023

PURCHASER:

Signature: _____

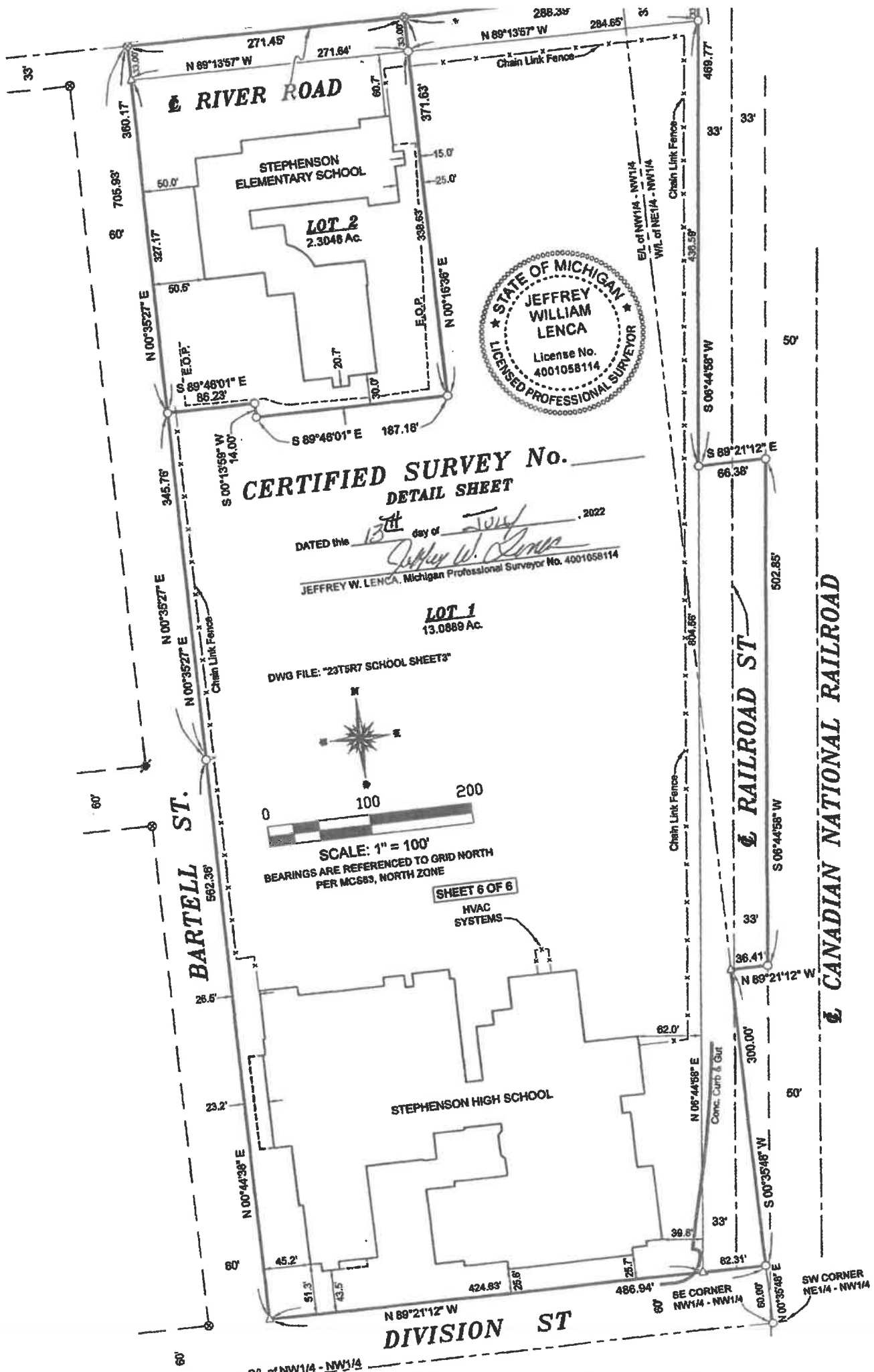
Printed Name: _____

Its: _____

Dated: _____, 2023

EXHIBIT A

SURVEY



RIVER ROAD

STEPHENSON
ELEMENTARY SCHOOL

LOT 2
2.3048 Ac.

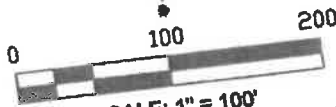


CERTIFIED SURVEY No.
DETAIL SHEET

DATED the 13th day of July, 2022
Jeffrey W. Lenca
JEFFREY W. LENCA, Michigan Professional Surveyor No. 4001058114

LOT 1
13.0889 Ac.

DWG FILE: "23T5R7 SCHOOL SHEETS"



SCALE: 1" = 100'
BEARINGS ARE REFERENCED TO GRID NORTH
PER MCS83, NORTH ZONE

SHEET 6 OF 6

HVAC
SYSTEMS

STEPHENSON HIGH SCHOOL

BARTELL ST.

RAILROAD ST

CANADIAN NATIONAL RAILROAD

DIVISION ST

EXHIBIT B

WARRANTY DEED

Stephenson Area 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 W526 Division Street, Stephenson, Michigan 49887 ("Grantor") conveys and warrants to _____, whose address is _____ ("Grantee"), property commonly known as Stephenson Elementary School, located at W535 River Road, Stephenson, Michigan 49887 and legally described as follows:

[Insert Legal Description]

(the "Property"), which is Parcel No. [Insert Parcel Number], including the school building located on that property, and including all tenements, hereditaments, appurtenances, and improvements thereunto belonging or in any way appertaining for the sum of _____ (\$ ____).

This conveyance is subject to:

1. Building and zoning laws, ordinances, and regulations;
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;
3. recorded and existing building and use restrictions, or other restrictions relating to the use or improvement of the Property;
4. all other rights, restrictions, reservations, easements, and other matters of record disclosed in the Commitment for Title Insurance issued by _____, Commitment No. _____, dated _____ at _____ a.m./p.m.

Grantor grants to Grantee the right to make all permitted divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

The 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, MCL 286.471, et seq., as amended.

This transaction is exempt from real estate transfer tax pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i).

GRANTOR:

**STEPHENSON AREA PUBLIC SCHOOLS,
a Michigan general powers school district**

Dated: _____, 2023

By: (For Execution at Closing)
Susanne Carpenter

Its: Superintendent

Acknowledged before me in Menominee County, Michigan, this ____ day of _____, 2023 by Susanne Carpenter, Superintendent, Stephenson Area Public Schools, a Michigan general powers school district.

_____ (signature)

_____ (printed)

Notary Public, _____ County, MI

My Commission Expires: _____

Acting in the County of: _____

When Recorded Return To:	Send Subsequent Tax Bills To:	Prepared By (Without Opinion):
Grantee	Grantee	Piotr M. Matusiak, Esq. Thrun Law Firm, P.C. P.O. Box 2575 East Lansing, MI 48826-2575

EXHIBIT C

PURCHASER'S STATEMENT

_____, whose address is _____, (“Purchaser”), is purchasing from Stephenson Area 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 W526 Division Street, Stephenson, Michigan 49887 (“Seller”), property commonly known as Stephenson Elementary School, located at W535 River Road, Stephenson, Michigan 49887, and legally described as follows:

[Insert Legal Description]

(the “Property”), which is Parcel No. [Insert Parcel Number].

The Purchaser confirms, acknowledges, and agrees that:

1. The school building on the Property is in a state of disrepair and contains asbestos.
2. It has inspected the Property and agrees to take the Property “as is” with all personal property and debris and in its present condition.
3. The Seller expressly disclaims any and all warranties of any kind with regards to the Property.
4. Except as provided in the Purchase Agreement between these Parties dated _____ 2023, there are no written or oral understandings between the Seller and the Purchaser regarding the Property.

The provisions stated above shall survive closing.

[Signature on the Following Page]

PURCHASER:

Signature: **(For Execution at Closing)**

Printed Name: _____

Its: _____

Dated: _____, 2023

The foregoing was acknowledged before me in Menominee County, Michigan, this ____ day of _____, 2023, by _____, the _____ of _____.

_____ (signature)

_____ (printed)

Notary Public, _____ County, MI

My Commission Expires: _____

Acting in the County of _____

**Prepared by and after
recording return to:**

Piotr M. Matusiak, Esq.
Thrun Law Firm, P.C.
P.O. Box 2575
East Lansing, Michigan 48826-2575

EXHIBIT D

TRANSFER OF LIABILITY AGREEMENT

This Transfer of Liability Agreement (this "Agreement") is entered into as of the date of the last signature below. It is the intention and agreement of Stephenson Area 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 W526 Division Street, Stephenson, Michigan 49887 ("Seller") and _____, whose address is _____ ("Purchaser"), that following conveyance by the Seller to the Purchaser of property commonly known as Stephenson Elementary School, located at W535 River Road, Stephenson, Michigan 49887 and legally described in Attachment A to this Agreement ("Property"), the Seller shall have no liability or exposure to Purchaser with respect to any environmental remediation required on the Property. The Purchaser is accepting the Property in its "as is" condition with full liability therefor. Seller and the Purchaser agree as follows:

- (a) 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; that the Property complies with all applicable building codes or other applicable laws or regulations; and that the Property is not in violation of any federal, state, or local laws, regulations, or orders pertaining to the environment or use of the Property.
- (b) Purchaser shall not look to and shall indemnify and hold harmless the Seller or its successors or assigns, including without limitation actual attorneys' fees incurred by 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 Paragraph (a) above by reason of the existence of any hazardous waste or which may be assessed as response costs or investigative costs by any governmental agency, whether such right be pursuant to common law or statute.
- (c) 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.
- (d) This Agreement shall inure to the benefit and be binding upon the Purchaser and its successors and assigns, including any party to whom any of the Property is conveyed or leased in whole or in part by the Purchaser.
- (e) The provisions of subparagraphs (a) through (d), above, shall survive closing. This Agreement shall be signed and acknowledged by the Purchaser and the Seller, and recorded by the Seller, at Purchaser's expense, with the Menominee County, Michigan, Register of Deeds.

SELLER:

**STEPHENSON AREA PUBLIC SCHOOLS,
a Michigan general powers school district**

Signature: **(For Execution at Closing)**

Printed Name: Susanne Carpenter

Its: Superintendent

Dated: _____, 2023

The foregoing was acknowledged before me in Menominee County, Michigan, this ____ day of _____, 2023, by Susanne Carpenter, Superintendent, Stephenson Area Public Schools, a Michigan general powers school district.

_____ (signature)

_____ (printed)

Notary Public, _____ County, MI

My Commission Expires: _____

Acting in the County of: _____

PURCHASER:

Signature: **(For Execution at Closing)**

Printed Name: _____

Its: _____

Dated: _____, 2023

The foregoing was acknowledged before me in Menominee County, Michigan, this ____ day of _____, 2023, by _____, the _____ of _____.

_____ (signature)

_____ (printed)

Notary Public, _____ County, Michigan

My Commission Expires: _____

Acting in the County of _____

**Prepared by and after
recording return to:**

Piotr M. Matusiak, Esq.
Thrun Law Firm, P.C.
P.O. Box 2575
East Lansing, Michigan 48826-2575

Attachment A to Transfer of Liability Agreement:

Legal Description of Property

Real property commonly known as Stephenson Elementary School, located at W535 River Road, Stephenson, Michigan 49887, and legally described as follows:

[Insert Legal Description]

(the “Property”), which is Parcel No. [Insert Parcel Number].

