



# BAY MILLS

COMMUNITY COLLEGE  
CHARTER SCHOOLS OFFICE

July 5, 2018

Jill Thompson  
Michigan Department of Education  
608 West Allegan Street  
P.O. Box 30008  
Lansing, MI 48909

Dear Ms. Thompson:

Enclosed please find a CD containing Contract Amendment No. 1 for Crescent Academy. If you have any questions, please contact me at (906)248-8446.

Sincerely,

*Mariah Wanic*

\_\_\_\_\_  
Mariah Wanic, Special Assistant to the  
President in Charge of Charter Schools

Cc: Farrita Jackson, Crescent Academy

**CONTRACT AMENDMENT NO. 1**

**BETWEEN**

**BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS**  
**(AUTHORIZING BODY)**

**AND**

**CRESCENT ACADEMY**  
**(PUBLIC SCHOOL ACADEMY)**

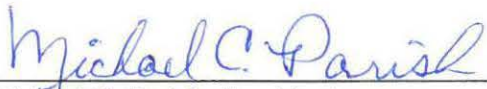
**CONTRACT AMENDMENT NO. 1**

**CRESCENT ACADEMY**

In accordance with Article IX of the Terms and Conditions, incorporated as part of the Contract to Charter a Public School Academy and Related Documents, issued by **BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS** ("College Board") to **CRESCENT ACADEMY** ("Academy") on **July 1, 2017** ("Contract"), the parties agree to amend the Contract as follows:

1. Amend Contract Schedule 6: Physical Plant Description, by updating Schedule 6 with the attached pages 6-1 and 6-2 and adding the purchase agreement for 17550 West 12 Mile Road, Southfield, Michigan, attached as Exhibit A.

This amendment is hereby approved by the College Board and the Academy through their authorized designees, and shall have an effective date of October 30, 2017.



By: Michael C. Parish, President  
Bay Mills Community College  
Designee of the College Board

Dated: 7-2-18



By: Farrita Jackson, President  
Crescent Academy  
Designee of the Academy Board

Dated: 6-19-18

## **Exhibit A**

## **PHYSICAL PLANT DESCRIPTION**

1. Applicable Law requires that a public school academy application and contract must contain a description of and the address for the proposed physical plant in which the public school academy will be located. See, MCL 380.502(3)(j); 380.503(5)(d).

2. The addresses of the proposed sites and physical plant (the “Proposed Site”) of Crescent Academy (“Academy”) are as follows:

### **A. Twelve Mile Site**

Address #1: 17570 and 17550 West Twelve Mile Road  
Southfield, Michigan 48076

Configuration of Grade Levels: Pre- Kindergarten, Kindergarten and First grade

Description: The Academy is comprised of two buildings, the original a 30,952 sq. ft. two-story building which contains sixteen classrooms, a food service area, a multipurpose room, library, two conference rooms, five offices, restrooms, and additional ‘open’ space for future expansion. The second building located next door is a newly remodeled (2011) 8,329 sq. ft. single story building which contains 9 classrooms (K) a food service area, 3 offices and adequate toilet facilities.

Name of School District and Intermediate School District:

Local: Southfield Public Schools  
ISD: Oakland Intermediate School District

### **B. Code Road Site**

Address #2: 25175 Code Road  
Southfield, MI 48034

Configuration of Grade Levels: Second through Fifth Grades

Description: Single story, multiple entrances, and brick construction. Approximately 22,000 square feet with 12 classrooms, a gym/multipurpose room, storage, offices and a food preparation room. There are ample ball fields and a playground with fall zone. The breezeway connecting the Academy wing to the rest of St. Michael’s building will be blocked with a 2-hour demise wall. The site also includes two modular classroom units. One unit is approximately 9,070 square feet with 8 classrooms and 9 bathrooms. The second unit is approximately 6,660 square feet with 4 classrooms and 3 bathrooms.

Name of School District and Intermediate School District:

Local: Southfield Public Schools  
ISD: Oakland Intermediate School District

**C. Christian Tabernacle Site**

Address #3: 26555 Franklin Road  
Southfield, MI 48034

Configuration of Grade Levels: Sixth through Eighth Grades

Description: This site includes two buildings. The first building is approximately 43,300 square feet which includes a first floor and lower level including classrooms, offices, restrooms, reception area and food preparation area. The second building is a one-story structure which includes a gymnasium, storage rooms and locker rooms with approximately 17,400 square feet. There is ample parking.

Name of School District and Intermediate School District:

Local: Southfield Public Schools  
ISD: Oakland Intermediate School District

3. It is acknowledged and agreed that the following information about these Proposed Sites are provided on the following pages, or must be provided to the satisfaction of the College Board, before the Academy may operate as a public school in this state.

- A. Narrative description of physical facility
- B. Size of building
- C. Scaled floor plan
- D. Copy of executed lease or purchase agreement

4. In addition, the Academy and the College Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school academy in this state until it has obtained the necessary fire, health and safety approvals for the above-described proposed physical facilities. These approvals must be provided and be acceptable to the College Board or its designee prior to the Academy operating as a public school. In cases of disagreement, the Academy may not begin operations without the consent of the College Board.

5. If the Proposed Sites described above are not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the College Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe and agree upon the Academy's physical facilities. The Academy must submit to the College Board or its designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot conduct classes as a public school in this state until it has submitted all the information described above, to the satisfaction of the College, and the amendment regarding the new site has been executed.

6. The Academy agrees to comply with the single site restrictions contained in this Schedule 6 for the configuration of grade levels identified at these sites. Any change in the configuration of grade levels at the site requires an amendment to this Schedule 6 pursuant to Article IX of the Terms and Conditions of Contract set forth above.

## OFFER TO PURCHASE REAL ESTATE

**CRESCENT ACADEMY**, a Michigan public school academy, whose address is 17550 West 12 Mile Road, Southfield, Michigan 48076 (hereinafter referred to as "Purchaser"), hereby offers and agrees to purchase from **BMH REALTY, L.L.C.**, a Michigan limited liability company, whose address is 775 North Second Street, Brighton, Michigan 48116 (hereinafter referred to as "Seller").

1. Seller hereby agrees to sell to Purchaser, the following real property situated in the City of Southfield, Oakland County, Michigan, described as follows:

Commonly known as 17550 West 12 Mile Road, Southfield, Michigan, Sidwell No. 24-12-341-014, more particularly described on **Exhibit A** attached hereto and subject to survey as provided for in Paragraph 5 hereof (the "Premises"),

together with all improvements and appurtenances, if any, now on the Premises, subject only to existing building and use restrictions and easements of record. The term "Premises" shall include all land and all buildings, improvements and structures thereon, including all access rights, appurtenances, tenements and hereditaments thereon, together with all petroleum and mineral interests, water rights and other intangibles owned or utilized by or for the benefit of Seller, if any, in connection therewith.

2. **THE SALE TO BE CONSUMMATED CASH SALE.** Delivery of the Warranty Deed attached hereto and marked as **Exhibit B** conveying marketable title at Closing. The purchase price for the Premises shall be the sum of One Million and 00/100 (\$1,000,000.00) Dollars (the "Purchase Price") payable by Purchaser at Closing by direct wire transfer.

3. Within five (5) business days of the Date of this Agreement, Purchaser shall deposit the sum of Twenty Five Thousand Dollars and 00/100 (\$25,000) Dollars (the "Earnest Money Deposit") to be held in escrow by Cisko Title Company (the "Title Company"), as escrow agent, pursuant to the form of Escrow Agreement attached hereto as **Exhibit C** and applied to the Purchase Price, if the sale is consummated.

5. As evidence of title, Seller agrees to furnish Purchaser within fifteen (15) days of the Date of this Agreement a Commitment for Title Insurance, without exceptions, together with copies of all underlying title exception documents described in such Commitment, issued by Old Republic National Title Insurance Company, through its agent, Cisko 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 (the "Commitment"). Purchaser, if required by the Title Company, and, at its sole cost and expense, shall order an ALTA survey which accurately describes and reflects the Premises and is sufficient for the Title Company to issue a Policy for Title Insurance without the standard exceptions. Once said survey is obtained and accepted by Purchaser, the legal description in the survey shall become the legal description of the Premises. Upon Closing, Purchaser shall pay for and order a title insurance policy consistent with the Commitment which Purchaser shall have updated to the date of Closing.

6. If written objection to the title and/or survey is made within fifteen (15) days of delivery of the Commitment and survey, that the title and/or survey is not in the condition required for performance hereunder, the Seller shall have thirty (30) days from the date it is notified in writing of the particular defects claimed either (1) remedy the defects set forth in said written notice, or (2) to refund the Earnest Money Deposit in full termination of this Agreement if unable to furnish satisfactory title. If the Seller is able to remedy such defects within the time specified as evidenced by written notification, revised commitment or endorsement to commitment, the Purchaser agrees to complete the sale within thirty (30) days after receipt thereof or upon the Closing date set forth in Paragraph 15. If the Seller is unable to furnish satisfactory title within the time specified, the Earnest Money Deposit shall be refunded to Purchaser forthwith in full termination of this Agreement and of any and all liability hereunder.

7. In the event of default by the Purchaser hereunder, the Seller may declare a forfeiture hereunder and retain the Earnest Money Deposit as liquidated damages. Said forfeiture and retention of Earnest Money Deposit by Seller shall be Seller's sole remedy in the event of default by Purchaser hereunder.

8. In the event of default 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 Agreement.

9. From and after the date hereof, Seller shall not physically alter the Premises in any way, 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 Purchaser.

10. All special assessments which have been assessed upon the Premises or constitute a lien on the Premises as of the date of Closing shall be paid by the Seller. All special assessments which arise after the date Closing shall be paid by the Purchaser. Seller will pay all prior years' real and personal property taxes and all interest and penalties on all taxes overdue. The current year's 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. Interest, rents and utilities shall be prorated and adjusted as of the date of Closing. The Purchaser shall be responsible for all transfer taxes, closing costs and recording fees, and applicable as of the date of Closing.

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



12. This Agreement and all of Purchaser's obligations hereunder are expressly contingent upon all of the following:

A. Purchaser's satisfaction, with the Premises following Purchaser's testing, analysis, inspection and evaluation of the Premises, the improvements thereon and Purchaser's use therefore ("Purchaser's Evaluations"). Purchaser shall have ninety (90) days after the Date of this Agreement ("Inspection Period"), as may be extended pursuant to Paragraph 12(c) below, 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 and all improvements thereon; (ii) an environmental analysis and investigation of the Premises; (iii) a verification that there are no existing special assessments affecting the Premises or any improvements thereon; (iv) investigating the availability and condition of utility and sewage services and systems including, but not limited to, gas, water, electricity, sanitary sewer, storm sewer, septic tank and field feasibility and telephone services and systems; (v) making soil tests, borings and other engineering, environmental and architectural tests and evaluations including, but not limited to, a Phase I or Phase II Environmental Site Assessment ("ESA"); (vi) reviewing and analyzing any leases, if any, that are applicable to the Premises in order to determine if the same are renewable, terminable, assignable, etc. and how the same may affect Purchaser's use of the Premises; (vii) reviewing and analyzing all applicable zoning laws, building and use restrictions, 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 the availability of the zoning the Premises for Purchaser's intended use; and (viii) analyzing the results of any survey.

B. 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. In the event that Purchaser determines, in Purchaser's sole discretion, that it is dissatisfied with the results of said Evaluations, Purchaser may rescind and terminate this Agreement without penalty or liability, and Seller shall return all of Purchaser's Earnest Money Deposit paid as of that time. All of Purchaser's evaluations shall be performed at the Purchaser's sole cost and expense. However, if Seller has in its possession any such tests, reports, analysis, leases or surveys relating to the subject Premises it shall provide a copy of the same to Purchaser within ten (10) days from the Date of this Agreement. 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 15.

C. At the expiration of the Inspection Period, there will be one (1) thirty (30) day extension period available to Purchaser ("Extension Period"). At the commencement of the Extension Period, the Earnest Money Deposit shall become non-refundable to Purchaser, except as provided below, 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 Agreement. If Purchaser elects to exercise the Extension Period, Purchaser

agrees to waive all contingencies enumerated in Paragraph 12(A) above, except that Purchaser may solely use the Extension Period in which to continue to pursue all necessary approvals outlined in Paragraph 12(D) below (hereinafter collectively referred to as the "Approvals"). Purchaser shall use its best efforts to obtain all necessary Approvals and agrees to commence the Approvals process and apply for all necessary Approvals during the Inspection Period. In the event all Approvals have not been secured prior to the expiration of the Extension Period, Seller and Purchaser agree that Purchaser may terminate this Agreement and if terminated, Purchaser shall be entitled to a return of its Earnest Money Deposit.

D. Purchaser receiving the following Approvals during the Inspection period:

- (i) Obtain financing for the Premises; and
- (ii) Obtain approval from Purchaser's authorizing body, the Bay Mills Community College;

Purchaser shall diligently and without delay, pursue the satisfaction of all contingencies and Approvals specified in this Paragraph 12. In the event that Purchaser is unable to obtain the above-referenced Approvals during the Inspection Period, or any Extension Period, if any, Purchaser may rescind and terminate this Agreement without penalty or liability, and Seller shall return all of Purchaser's Earnest Money Deposit paid as of that time. The Closing of this sale shall take place at Cislo Title Company or as otherwise agreed to by the parties.

13. The Seller represents, warrants and covenants to Purchaser the following as of the Date of this Agreement and as of the date of Closing:

A. Seller has the complete, requisite and unrestricted power and authority to sell the Premises, as contemplated in this Agreement.

B. This Agreement shall constitute the valid and legally binding obligation of Seller enforceable in accordance with its terms except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally. This Agreement does not violate any law or regulation and does not conflict with any other agreement affecting Seller.

C. Seller's interest in the Premises will be transferred to Purchaser on the Closing date free and clear of all mortgages, liens, security interests, pledges, charges, encumbrances and adverse claims, contractual or otherwise.

D. Seller is not in violation or default under any indenture, contract, lease or agreement to which it is a party or by which the subject Premises is bound or with respect to any law, regulation, rule, order, writ, injunction or decree of any court of any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, nor will the execution, delivery and performance of this Agreement cause or result in any such violation or default or result in the creation of any lien, claim, pledge or encumbrance of any kind upon the subject Premises.

E. The approvals and consents of all persons (including, but not limited to, governmental authorities and agencies, creditors of Seller, parties to leases and subleases or any other instruments or agreements to which Seller is a party or by which it is bound) whose approval or consent to the execution, delivery and performance of this Agreement by Seller is legally or contractually required has been duly obtained by Seller.

F. Seller will cooperate fully with Purchaser by executing consents, applications, petitions and other such documents which may be reasonably requested by the Purchaser in connection with Purchaser's efforts to bring the Premises to a condition such that Purchaser's desired development, improvement, renovation and/or use of the Premises may commence.

G. There are no condemnation or eminent domain proceedings pending or contemplated against the Premises or any part thereof, and the Seller has received no notice of the desire of any public authority or other entity to take or use the Premises or any part thereof.

H. There are no judicial or administrative pending suits or threatened suits or proceedings against or affecting the Seller or any part of the Premises which (i) do or could affect title to the Premises or any part thereof; or (ii) do or could prohibit or make unlawful the consummation of the transaction contemplated by this Agreement, or render Seller unable to consummate the same.

I. No hazardous substances, hazardous waste, pollutant, toxin or contaminant, including but not limited to, asbestos, PCB's or urea formaldehyde, has been used, generated, released into, stored or deposited over, upon or below the Premises into any water systems on or below the surface of the Premises, or in any structures located on the Premises from any source whatsoever. As used herein, the terms "hazardous substance", "hazardous waste", "pollutant", "toxin" and "contaminant" shall mean any substance, waste, pollutant, toxin or contaminant included within such terms under any federal, state or local statute, ordinance, regulation or code now existing. The Seller further represents, warrants and covenants that the Premises have not been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process hazardous substances.

J. 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 proceedings.

K. There are no tenancies, riparian rights, or agreements recorded or unrecorded, affecting the Premises, that Seller and no other person is in possession or entitled to the possession of the Premises, except that Seller acknowledges the following existing lease which affects the Premises: Purchaser currently occupies the Premises under a Lease Agreement dated May of 2011 (the "Lease"), which lease will automatically terminate upon Closing. If this Agreement is terminated for any reason, and the sale is not consummated, the Lease shall remain in full force and effect.

L. On the date hereof, Seller is not in default under any Mortgage or Land Contract encumbering the Premises and that during the period commencing on the day hereof and ending on the day of the Closing, it will make all the payments required to be made under such Mortgage or

Land Contract, if any, in the manner and at the times provided hereunder, during such period it will perform all of its other obligations thereunder as Mortgagor or Vendee, as the case may be and that there are no restrictions or encumbrances within the terms and conditions of the underlying Land Contract or Mortgage which could affect the development or utilization of the Premises.

M. There are no assessments, charges, pay backs, or obligations requiring payment of any nature or description against the Premises which remain unpaid, including but not limited to, those for sewer or water lines or mains, sidewalks, or curbs.

N. Seller is not a party to any agreement, contract, lease or commitment, nor otherwise bound under any commitment, contract, lease or obligation, with or in favor of any other person or party who has any interest in the Premises or the right to purchase or lease the Premises, except for the Lease referenced in (K) above.

O. Each and every warranty, covenant and representation herein shall survive the Closing.

At the Closing, Seller shall, in writing, reaffirm to the Purchaser the truth and correctness, as of the Closing date, of each of the warranties and agree to indemnify and hold Purchaser harmless from any loss or damage suffered by the Purchaser on account of the untruth or incorrectness of any such warranties, which shall survive the Closing for a period of one (1) year. Except as expressly set forth in this Paragraph 13, Seller makes no other warranties or representations, express or implied, as to the condition of the Premises and Purchaser is purchasing the Premises in its current, "as is" condition.

14. Indemnification.

A. Seller agrees to indemnify and hold harmless Purchaser, its successors, assigns, directors, officers and employees, from any and all claims, causes of action, damages, losses, liabilities, penalties, fines, expenses and costs (including actual attorney's fees) and suits of every kind, character and nature whatsoever, at law or in equity, whether known or unknown, disclosed or undisclosed, vested or contingent, resulting in any way from:

1) Any breach of any representation, warranty or covenant of Seller set forth in this Agreement, or any other agreement or document delivered pursuant hereto, or the untruth or inaccuracy thereof;

2) Any and all claims of any nature attributable to the Premises and arising or in existence prior to the date of Closing, including, but not limited to, any and all liabilities for federal, state or other taxes of any type or nature.

B. Upon discovery of a breach or representation, warranty or covenant, or of a debt, liability or other claim against which Purchaser would be entitled to be indemnified by Seller, Purchaser shall give notice thereof to Seller as soon as reasonably possible. In the event any suit or action is filed against Purchaser, Purchaser shall notify Seller as soon as reasonably possible after receipt of notice of the commencement of said action, and shall give Seller a reasonable opportunity to participate in the defense at its own expense. So long as Purchaser is maintained as a defendant

in any such suit, Purchaser shall, after consultation with Seller, have full and complete authority to defend and compromise said suit.

15. If title can be conveyed in the condition required within this Agreement, Purchaser agrees to complete the sale and close within thirty (30) days of the later of the satisfaction of the conditions listed in Paragraph 12 of this Agreement or delivery of the Commitment of Title Insurance to Purchaser in accordance with Paragraphs 5 and 6 hereof. At Closing, Seller shall execute and/or deliver or cause to be delivered to Purchaser each of the following instruments and documents: (A) a Closing Statement executed by Seller and Purchaser; (B) a FIRPTA certificate; (C) such proof of Seller's authority and authorization to enter into this Agreement and perform Seller's obligations under this Agreement as may be reasonably required by the Title Company; (D) a Title Affidavit covering the Closing date; (E) a Warranty Deed in the form attached hereto as **Exhibit B**; (F) a certificate from Seller stating that the representations and warranties set forth in this Agreement are true and correct as of the Closing Date; (G) possession of the Premises; (H) proof of payment of water/sewer bill and/or water and/or sewer escrow; and (I) such other documents and instruments as may be reasonably required by the Title Company or to carry out the terms and intent of this Agreement.

16. For the purposes of the transaction contemplated by this Agreement, the "Date of this Agreement" 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 shall hereafter be referred to as the "Agreement."

17. Whenever in this Agreement 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 Agreement 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 To Purchase Real Estate 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.

20. Seller and Purchaser each represent and warrant that no brokers or real estate agencies are involved 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.

21. This Offer shall be valid for five (5) days from the date of Purchaser's Offer.

22. This Agreement may be executed in one or more counterparts, all of which together will for all purposes constitute one Agreement binding upon the parties.

23. This Agreement 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 Agreement may be amended only by a writing signed by the parties.

IN THE PRESENCE OF:

Cathy Murkich  
Board Coordinator

PURCHASER:

CRESCENT ACADEMY

BY: Open Bullock

Its: Secretary

Date: 10/30/2017

IN THE PRESENCE OF:

Connie Bullock  
General Counsel

SELLER:

BMH REALTY, L.L.C.

BY: Michael B. Corrigan

Its: Member

Date: 11-7-17

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PREMISES**

(To be inserted once survey is approved by Purchaser)

**EXHIBIT B**

**WARRANTY DEED**

This Warranty Deed, made the \_\_\_\_ day of \_\_\_\_\_, 2017 between BMH REALTY, L.L.C., a Michigan limited liability company, (hereinafter called the "Grantor"), whose address is 775 N. Second Street, Brighton, Michigan 48116, and CRESCENT ACADEMY (hereinafter called Grantee"), whose address is 17550 West 12 Mile Road, Southfield, Michigan 48076. The Grantor hereby conveys and warrants to the Grantee the following described premises situated in the City of Southfield, Oakland County, Michigan, described as:

Commonly known as 17550 West 12 Mile Road, Southfield, Michigan, Sidwell No. 24-12-351-014, more particularly described on **Exhibit A** attached hereto and subject to survey (the "Premises"),

Together with all tenements, hereditaments, appurtenances and improvements thereunto belonging or in any way appertaining for the sum of One Million and 00/100 (\$1,000,000.00) Dollars paid to the Grantor.

Subject only to existing building and use restrictions and easements of record.

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.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first above written.

**GRANTOR:**

**BMH REALTY, L.L.C.,  
a Michigan limited liability company**

By: \_\_\_\_\_  
Michael B. Corrigan  
Its: Member



STATE OF MICHIGAN        )  
  )SS  
COUNTY OF LIVINGSTON )

On \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned notary public in and for said County, personally appeared Michael B. Corrigan, a member of BMH Realty, L.L.C., a Michigan limited liability company, to me known to be the same person who executed the within instrument on behalf of BMH Realty, L.L.C., and who acknowledges the same to be the free act and deed of BMH Realty, L.L.C..

\_\_\_\_\_  
CONNIE M. BUKOSKI, Notary Public  
Livingston County, Michigan  
Acting in Livingston County  
My commission expires: 03/08/2019

This Instrument Drafted By:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

When Recorded Return to:

Grantee

Recording Fee:              \$35.00      

Transfer Tax:        Exempt pursuant to MCL § 380.503(9)

Sidwell No:        24-12-351-014

**EXHIBIT C**

**ESCROW AGREEMENT**

No.: \_\_\_\_\_

Cislo Title Company  
7701 Grand River Road, Ste. 300  
Brighton, Michigan 48114

Re: "Seller": BMH Realty, L.L.C., a Michigan limited liability company  
"Purchaser": Crescent Academy, a Michigan public school academy  
"Property": See Description in Attached Offer To Purchase Real Estate Agreement.

Deposited with you herewith are the following:

1. Check in the amount of TWENTY FIVE THOUSAND and 00/100 (\$25,000.00) Dollars ("deposited monies"); and
2. Offer To Purchase Real Estate Agreement ("Offer"), dated \_\_\_\_\_, 2016 between the captioned Seller and Purchaser.

The deposited monies represent the Earnest Money deposit recited in the Offer.

The Offer recited above is hereby incorporated by reference. The deposited monies are to be held by you for delivery under the following terms and conditions:

You are authorized and directed to release the deposited monies to the SELLER when you are in receipt of a closing statement satisfactorily executed by SELLER and PURCHASER.

In the alternative, you are authorized and directed to release the deposited monies in accordance with the terms of the Offer To Purchase Real Estate Agreement or any other written instructions signed by SELLER and PURCHASER. It is understood and agreed that such written instructions shall clearly indicate the payee, method of delivery and amount.

In the event of a dispute as to the disposition of the deposited monies you are authorized and directed to follow one of the following courses of action, which action you shall take at your sole discretion:

1. You may hold the deposited monies until you are in receipt of either:
  - a) Written instructions signed by the SELLER and PURCHASER, which shall direct and authorize the disposition of the deposited monies.

- b) An Order of a Court of Competent Jurisdiction which constitutes a final determination as to the disposition of the deposited monies.

Upon making such delivery, and performance of any other services included above, you will thereupon be released and acquitted from any further liabilities concerning the deposit, it being expressly understood that such liability in any event is limited by the terms and conditions set forth herein. By acceptance of this agency, you are in no way assuming responsibility for the validity or authenticity of the subject matter of this Escrow Agreement.

In the event that your duties under this agreement shall conflict with any provision of the Offer, this Escrow Agreement shall control. The Earnest Money recited above shall be held by Cislo Title Company

In the event of litigation affecting your duties relating to this Escrow Agreement, we agree to reimburse you for any reasonable expenses incurred, including attorney fees.

Any changes in the terms or conditions hereof may be made only in writing signed by all parties or their duly authorized representatives.

**PURCHASER:**

**CRESCENT ACADEMY,**  
a Michigan public school academy

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

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

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

**SELLER:**

**BMH REALTY, L.L.C.**  
a Michigan limited liability company

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

Michael B. Corrigan

Its: Member

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

We hereby accept the above escrow deposit under the terms and conditions therein set forth.

**Cislo Title Company**

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

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

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

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