

NEWBURGH MILL PURCHASE AND DEVELOPMENT AGREEMENT

THIS PURCHASE AND DEVELOPMENT AGREEMENT (the "Agreement") is entered into and executed on or as of Dec. 2, 2019 by and between WAYNE COUNTY, ("Seller" or "County"), and NEWBURGH MILL, LLC, a Michigan limited liability company, with a registered address of 235 E. Main Street, PO Box 5380, Northville, Michigan 48167 ("Purchaser"). The Parties agree as follows:

MUTUAL UNDERSTANDINGS

- A. The County and the Purchaser have expressed a mutual desire to preserve and celebrate the cultural and architectural historic significance of the Property and the building located thereon known as "Newburgh Mill."
- B. Newburgh Mill is a historic building located in the City of Livonia, Michigan. It was originally built in 1933 and opened in 1935 to produce twist drills for the Ford Motor Company, as part of Henry Ford's Village Industries. The property was deeded to Wayne County in 1948. The property is a Michigan State Historic Site and is designated as a Local Historic District by the City of Livonia.
- C. County and the City of Livonia desire to put the building to productive use while preserving its historic character and complementing and enhancing the surrounding park setting.
- D. Purchaser has experience with developments involving rehabilitation of historic buildings for productive use and has made a development proposal that fits with the County and City's desired elements for the Property.
- E. The County, City, and Purchaser have expressed a desire, and the Purchaser's proposal includes a plan for improved access to Newburgh Lake, bicycle parking, and green space open to the public for park use from dawn until dusk.
- F. This Agreement lays out the terms of the purchase and development of the Property to ensure a successful development confirming to the proposal the Purchaser has made.

1. PURCHASE OF PROPERTY. Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller the property which consists of approximately 2 acres, including the Newburgh Mill Building, bearing the address of 37401 Edward N Hines Dr. Livonia, MI 48150 identified as Parcel ID #46-121-990-001-000

("Property"). The Property includes all buildings and fixtures but not equipment and personal property. The Property is more particularly described as follows:

SEE EXHIBIT A

2. PURCHASE PRICE/CONSIDERATION. As consideration for the Property, Purchaser shall convey or caused to be conveyed to Seller the property described in **EXHIBIT B ("Replacement Property")** and complete the improvements to the Replacement Property as specified in **EXHIBIT C ("Replacement Property Improvements")** collectively valued as the

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sum of **Four Hundred and Five Thousand Dollars (\$405,000.00)** ("**Purchase Price**"). The Parties also acknowledge that included in the consideration for sale of the Property, the Purchaser has agreed to redevelop the Property. The Parties acknowledge that the Property is currently a tax-exempt property.

3. CONVEYANCE OF REPLACEMENT PROPERTY. All interest in The Replacement Property shall be conveyed to Seller at the consummation of the transaction contemplated hereby (the "**Closing**") by a quit claim deed. The title conveyed to County shall be good and marketable fee simple title. Title shall be subject only to the lien for taxes and assessments not yet due and payable, matters of zoning and easements, restrictions, rights-of-way of record, and other matters approved by County. Purchaser, in consultation with the County, will conduct all necessary assessments of the condition of the Replacement Property to ensure that it is suitable for the purpose of completing the improvements in EXHIBIT C and for the purpose of shifting and maintaining the existing Wayne County Sheriff's operations on the Property to Replacement Property. Taxes and utilities for the Replacement Property will be treated in the same manner as in Sections 4 and 5 of this Agreement with respect to the County and seller of the Replacement Property. In the same manner as Section 8 of this Agreement, for the Replacement Property, Purchaser will cause a survey to be completed and a title commitment and an owner's policy of title insurance to be issued without standard exceptions in the full amount of the purchase price of the Replacement Property pursuant to the commitment insuring County's fee owner's interest in the Replacement Property. Upon Purchaser's completion of the Replacement Property Improvements within the allotted time, with any County-approved extensions, the deed in escrow for Property will be delivered to Purchaser upon written notice by Purchaser to the escrow company accompanied by the certificate of occupancy for the Replacement Property with Replacement Property Improvements ("**Purchaser Escrow Release**").

4. TAXES. All current taxes and current installments of assessments (general or special) shall be prorated and adjusted using the "advance" method of proration as of the date of Closing in accordance with the due date of the municipality or taxing unit in which the Property is located. This provision notwithstanding, the Seller, a non-profit governmental entity, will not be responsible for any portion of any tax that results from a transfer of Property to Purchaser, a private for-profit entity.

5. UTILITIES. Water, sewer, electricity, gas and other public utility bills shall be adjusted and prorated to the date of Closing. However, no proration shall be made for public utilities, if in lieu thereof, the respective utility companies are able to bill separately for the amount of utilities consumed through the morning of the date of Closing.

6. DEPOSIT. RESERVED

7. TITLE. Seller shall convey to Purchaser all of its interest in the Property, which to the best of its knowledge is good and marketable fee simple title, by the Quitclaim Deed provided in EXHIBIT D ("**Newburgh Deed**"). Title shall be subject only to the lien for taxes and assessments not yet due and payable, matters of zoning and easements, restrictions, rights-of-way of record, and other matters approved by Purchaser. Purchaser shall pay all state and county transfer taxes and/or revenue/documentary stamps due on this transaction. Purchaser shall also pay all recording fees. The Seller and the Purchaser have agreed to the form of deed listed in EXHIBIT D, of this Agreement. The Newburgh Deed will be held in escrow until Purchaser has completed the Replacement Property Improvements within the allotted time, with any County-

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approved extensions, and given written notice accompanied by the certificate of occupancy for the Replacement Property with Replacement Property Improvements to the mutually agreed upon entity holding the Newburgh Deed in escrow. Upon such completion and notice, the Newburgh Deed will be delivered to Purchaser and the right of entry that Seller has in Property will be extinguished.

8. EVIDENCE OF TITLE & BOUNDARY SURVEY. Purchaser, at Purchaser's expense, shall order an A.L.T.A. commitment for title insurance ("**Title Commitment**") issued by a title company of Purchaser's choice ("**Title Company**") in the amount of the Purchase Price naming Purchaser as the insured. Such Title Commitment shall guarantee Seller's title to the Property as required hereunder, and further guarantee that Seller's title is an unencumbered marketable fee simple title to the Property, free and clear of any and all easements (recorded, by use, prescription or otherwise), building and use restrictions, liens, encroachments, mortgages, rights of way and all other encumbrances of any kind, except those acceptable to Purchaser (the "**Permitted Exceptions**") and identified in the policy of title insurance. At Closing, as defined below, Seller shall cause to be issued, at Purchaser's expense, an owner's policy of title insurance issued without standard exceptions in the full amount of the Purchase Price pursuant to the Commitment insuring Purchaser's fee owner's interest in the Property ("**Title Policy**"). Updated Title Commitment(s) may be ordered by Purchaser from time to time during the term of this Agreement, at Purchaser's expense.

Purchaser, at Purchaser's expense, shall purchase an A.L.T.A./A.C.S.M. Land Title Survey, to be prepared by a surveyor of Purchaser's choice licensed in the State of Michigan, that shall be sufficient to cause the Title Company to delete the standard survey exception in the Title Policy.

Copies of all Title Commitment(s) and Survey(s) secured by the Purchaser shall be provided to the Seller.

9. DUE DILIGENCE. Purchaser shall have until one hundred and eighty (180) days after Wayne County Commission approval ("**Due Diligence Period**") to assess the Property's physical condition, secure financing commitments, review title, and obtain environmental reports. During the Due Diligence Period and subject to the terms hereof, Purchaser may inspect the Property and Replacement Property to verify their condition; inspect the blueprints, construction documents, records, and other relevant documents of Seller; and arrange for any inspections, audits, and ALTA survey and appraisals that Purchaser deems necessary. All inspections, audits, and appraisals that Purchaser requests shall be at Purchaser's expense, but Seller shall give reasonable assistance to Purchaser or Purchaser's agents in completing the inspections, audits, and appraisals. Purchaser shall not unreasonably disturb the tenants or employees of Seller on the Property, if any, in undertaking any inspections, audits, or appraisals.

In the event certain environmental and other inspections necessary to complete due diligence cannot be performed prior to the expiration of the Due Diligence Period, Purchaser may, prior to the expiration of the Due Diligence Period, request an extension of the Due Diligence Period for an additional thirty (30) days by delivering written notice to the Seller ("**Extended Due Diligence Period**").

At any time prior to the expiration of the Due Diligence Period or Extended Due Diligence Period, Purchaser shall have the right to elect to terminate this Agreement by written notice delivered to Seller within such Due Diligence Period. If such written notice is not so

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delivered, Purchaser shall be deemed to have accepted the Property in all respects and shall take the Property "AS IS", "WHERE IS" and "WITH ALL FAULTS".

If Purchaser does not close on the Property, it will provide Seller with all of the resulting studies and findings from its due diligence on the Property within 15 days of the deadline for Closing or termination of its election to close, whichever is earlier.

Purchaser's due diligence activities will not disrupt Seller's day to day operations on the Property without written permission to do so by Seller's authorized representative.

10. CLOSING. If all required conditions in this Agreement other than the completion of the Replacement Property Improvements are fulfilled and title can be conveyed as required hereunder, the Closing shall take place, and the Seller shall convey title to the Property to Purchaser in the manner and condition required in Section 7 of this Agreement, within 15 days of (i) the Purchaser providing written notification of its desire to close or (ii) the end of the Due Diligence Period, whichever is earlier. At the Closing, Purchaser shall cause the Replacement Property to be conveyed to Seller in the manner and condition provided in Section 3 of this Agreement.

11. POSSESSION. If Purchaser has fulfilled all conditions required of it in this Agreement, Purchaser shall be entitled to sole and exclusive possession and occupancy of the Property after Closing and completion of the Replacement Property Improvements.

12. CONDITION OF THE PROPERTY. Purchaser warrants and acknowledges to, and agrees with, Seller that Purchaser is a sophisticated purchaser, familiar with the Property, and that Purchaser is purchasing the Property "AS IS", "WHERE IS" and "WITH ALL FAULTS", with no right of set-off or reduction in the Purchase Price and, except as expressly provided herein to the contrary, specifically and expressly without reliance on any warranties, representations or guarantees, whether express, implied or statutory, of any kind, nature, or type whatsoever from or on behalf of Seller, including without limitation, warranties, representations or guarantees with respect to the quality, character, or condition of the Property (including the presence of any Hazardous Materials on, at, under or emanating from the Property, or any Hazardous Use on or about the Property), whether latent or patent, merchantability, habitability, utility, tenantability, workmanship, operations, state of maintenance or repair, compliance with statutory or other governmental, regulatory or industry standards or fitness for a particular use, or with respect to the value, profitability or marketability of any part of the Property, or with respect to any other matter or thing relating to or affecting the Property. Seller does hereby disclaim and renounce, and Purchaser acknowledges and agrees that it is not relying on, any such representations or warranties. Upon the Closing, Purchaser shall have no claim in common law, in equity or under Environmental Laws, and hereby releases, covenants not to sue and forever discharges Seller (and its officers, directors, managers, agents, brokers, employees, representatives, affiliated or related entities, successors and assigns) from any claims, actions, liabilities, obligations, costs or expenses based upon or arising out of (a) the condition of the Property, (b) the failure of the Property to comply with any laws or meet any standards, (c) the presence of any Hazardous Materials on, at, in, under or emanating to or from the Property, (d) any Hazardous Use on or about the Property, and/or (e) any violation of any Environmental Laws. Further, anything in this Agreement to the contrary notwithstanding, in no event shall Seller be liable for incidental, special, exemplary or consequential damages, including, without limitation, loss of profits or revenue, interference with business operations, loss of tenants,

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lenders, investors, buyers, diminution in value of the Property, or inability to use the Property, due to the condition of the Property. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ESTABLISHED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING.

13. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings:

- a. "Hazardous Materials" shall mean any substances, compounds, mixtures, wastes or materials that are defined to be, that are regulated as, that are listed as or that (because of their toxicity, concentration or quantity) have characteristics that are hazardous or toxic under any of the Environmental Laws, or any substances, compounds, mixtures, wastes or materials that are otherwise regulated under any of the Environmental Laws. Without limiting the generality of the foregoing, Hazardous Materials includes: (a) any article or mixture that contains a Hazardous Material; (b) petroleum or petroleum products; (c) asbestos, asbestos-containing materials and presumed asbestos-containing materials; (d) polychlorinated biphenyls; and (e) any substance the presence of which requires reporting, investigation, removal or remediation under any Environmental Laws.
- b. "Environmental Laws" shall mean all applicable statutes, statutory laws, common laws, ordinances, rules, regulations, codes, plans, injunctions, judgments, orders, decrees, agreements rulings, and charges thereunder: (a) of the United States of America; (b) of any state or local governmental subdivision within the United States of America, including but not limited to the State of Michigan; and (c) all agencies, departments, courts or any other subdivision of any of the foregoing, which has jurisdiction, concerning pollution or protection of the environment, public health and safety, or employee health and safety, including laws (x) relating to emissions, discharges, releases, or threatened releases of pollutants, contaminants, petroleum, petroleum-based materials, petroleum-based wastes, asbestos, asbestos-containing materials, presumed asbestos-containing materials, chemicals, industrial materials, solid wastes, Hazardous Materials, toxic substances or toxic wastes to, from, in, on or under ambient air, indoor air, surface water, ground water, soil, geologic formations, lands, equipment, structures or building materials, or (y) otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, petroleum, petroleum-based materials, petroleum-based wastes, chemicals, industrial materials, solid wastes, Hazardous Materials, toxic substances or toxic wastes.
- c. "Hazardous Use" shall mean the use, presence, disposal, storage, generation, leakage, treatment, manufacture, import, handling, processing, release or threatened release of Hazardous Materials, to, from, on or under the Property or any portion thereof by any individual, person or entity, including without limitation, any lessee, occupant, and/or user of the Property or any portion thereof, including without limitation, Seller or Purchaser, whether known or

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unknown, and whether occurring and/or existing prior to the Effective Date or on or at any time after the Effective Date, and at any time after Closing.

- d. "Project" shall mean the redevelopment of the Property pursuant to the Purchaser's proposal dated June 6, 2019 and entitled Newburg Mill Restoration & Re-use for Community Enrichment

14. PURCHASER'S REPRESENTATIONS AND WARRANTIES. Purchaser hereby represents and warrants to Seller that:

- a. Purchaser has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Purchaser's obligations hereunder to purchase the Property, and all requisite actions necessary to authorize Purchaser to enter into this Agreement and to carry out its obligations hereunder to purchase the Property have been, or by Closing will have been taken.
- b. Purchaser agrees to use good faith, reasonable, and diligent efforts in submitting plans for approval and continuing the same efforts until such plans are approved by the applicable government authorities.
- c. The Parties agree and acknowledge that part of the consideration being exchanged in the sale of the Property is the Purchaser's representations to redevelop the Property and complete the Project. Such a representation shall be treated as a material representation of this Agreement upon which the Seller has relied. In furtherance of this understanding, the Purchaser hereby represents and warrants to Seller the following with respect to County hiring, County business utilization, and compliance with County ordinances while completing the redevelopment of the Property:
 - i. Purchaser agrees to use commercially reasonable efforts to hire, and to cause its contractors and subcontractors to hire, union-tradesmen whenever possible and available.
 - ii. Purchaser also agrees to use commercially reasonable efforts to hire, and to cause its contractors and subcontractors to hire at least thirty (30%) percent of all contractors, subcontractors, vendors and suppliers who are businesses certified by the Wayne County Human Relations Division as "Wayne County Based Businesses," for the Project, pursuant to the requirements outlined in **Exhibit E. (The "County Based Businesses Goal")**.
 - iii. Purchaser also agrees to use commercially reasonable efforts to ensure that at least sixty (60%) percent of the construction workers shall be Wayne County residents (the "**County Residents Hiring Goal**"), pursuant to the requirements outlined in Exhibit C.
 - iv. If the Purchaser does not achieve the County Based Businesses Goal or the County Residents Hiring Goal required in sections 14(c)(ii) and 14(c)(iii), above, the County is entitled to liquidated damages from the Purchaser in the amount of One Thousand Dollars (\$1,000.00) per each whole percentage point where the actual percent of construction contracts awarded to Wayne County businesses or residents hired falls short of the Goal(s).

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- v. Purchaser agrees to comply with the Wayne County Storm Water Ordinance and its rules and regulations if applicable.
- d. Upon Purchaser Escrow Release, Purchaser assumes all responsibility and liability for the Property including all environmental and hazardous material and waste claims arising from the Property. Upon Purchaser Escrow Release, Purchaser will indemnify and hold Seller harmless from all claims and actions of any kind related to the Property.
- e. Purchaser shall indemnify and hold Seller and its agents harmless for any and all claims by third parties arising from or brought about by Purchaser's activities before the Closing and during the construction of the Replacement Property Improvements.
- f. Purchaser must commence excavation, construction or demolition activity related to the Project within six (6) months of the date that the County vacates the Property after Closing ("**Activity Deadline**").
- g. Purchaser shall make a minimum investment into the Project, Replacement Property, and Replacement Property Improvements of One Million Dollars (\$1,000,000) within eighteen (18) months of the date that the County vacates the Property after Closing ("**Minimum Investment**"). Purchaser may include the distinct investment into the Project of its tenant partners to contribute to the Minimum Investment. If Purchaser does not meet the Minimum Investment requirement, Seller has ninety (90) days to exercise, by giving written notice to Purchaser, an option to repurchase the Property for the Purchase Price plus the fair market value of Purchaser's improvements to the Property as of the date of default as determined by an appraisal by a mutually acceptable appraiser. Once the written notice has been provided to the Purchaser, the Purchaser will have six (6) months to cure the default and meet the Minimum Investment requirement. The County may additionally charge the Purchaser a penalty in the amount of damages the County incurs as result of the lost taxable value for Purchaser's failure to invest the Minimum Investment.
- h. Purchaser agrees that it will maintain the portions of Property that are designated as wetlands and/or floodplain as required by applicable laws, rules, and regulations. If any change is proposed for such portions of Property, Purchaser will notify Seller of such proposed change.
- i. Purchaser agrees to allow the Seller access to the Property as necessary for maintenance of its right of way or existing utilities and Seller will reserve an easement for any of its existing utilities traversing Property.
- j. Purchaser agrees to rehabilitate the Property in accordance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings as defined by the United States Department of the Interior.
- k. The Purchaser agrees to pursue listing the Property on the National Park Service's National Register of Historic Places within the deadline for Purchaser to make the Minimum Investment under this Agreement.

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- I. The Purchaser agrees to place the following restrictive covenants verbatim on the Property. These restrictive covenants will be expressly referenced in any subsequent deed or other legal instrument by which Purchaser divests itself of an interest in the Property or any part thereof, and Purchaser shall ensure that any lease or all or a portion of the Property shall not provide lessees with any rights to use the Property in any manner inconsistent with the following restrictions, stipulations, and covenants:
 - i. The exterior or façade of Newburgh Mill may not be altered, modified, or changed, including but not limited to all exterior walls, windows, doors, elevations, roofs, rooflines, chimneys, and all exterior structural features, unless in accordance and consistent with the Secretary of the Interior's Standards for Rehabilitation as defined by the United States Department of the Interior.
 - ii. Newburgh Mill may not be demolished, removed, deconstructed, or moved from its present location, unless such action is consistent with the Secretary of the Interior's Standards for Rehabilitation.
 - iii. Purchaser and subsequent owners of the Property shall notify the County in writing of any proposed sale or transfer of the Property.
 - iv. The Purchaser agrees to utilize the land as park property accessible to the public from dawn to dusk as outlined in the Purchaser's proposal.
- m. Purchaser, within twelve (12) months of Closing will build the Replacement Property Improvements and achieve a certificate of occupancy. The County shall be allowed to continue to use the barn on Property until the replacement barn is completed. Purchaser bears the risk of any cost in excess of the Purchase Price with respect to completion of the Replacement Property Improvements to the extent the excess is not attributable to County-approved change orders or County-approved increase in scope from that detailed in Exhibit C. All approvals of change orders or scope increase must be in writing, approved by the CEO of the County or his designee. Because the Replacement Property Improvements are a material condition of this Agreement and part of the Consideration for Property, if they are not completed within the allotted time, with any County-approved extensions, the Property Deed will be released from escrow to the County upon written notice by County and the County will have a right of re-entry on the Property that it will be able to exercise upon such default. This right of re-entry shall be extinguished upon successful completion of the Replacement Property Improvements by Purchaser within the allotted time, with any County-approved extensions.

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15. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller hereby represents to Purchaser that:

- a. Seller has the full right, power and authority to sell the Property as provided in this Agreement and to carry out Seller's obligations hereunder, and all requisite actions necessary to authorize Seller to enter into this Agreement and to carry out its obligations hereunder have been, or by Closing will have been, taken.

16. SELLER'S DEFAULT. In the event of a default by Seller hereunder, the Purchaser may, at its option, either (a) seek specific performance of the terms and conditions of this Purchase Agreement, or (b) terminate this Purchase Agreement by written notice delivered to the Seller at or prior to the Closing Date and obtain a refund as liquidated damages and the remedy elected shall constitute the sole and exclusive remedy of the Purchaser.

17. PURCHASER'S DEFAULT. In the event of a default by Purchaser, Seller may seek any of the remedies provided under this Agreement without waiving other remedies unless otherwise provided specifically in this Agreement.

18. INCENTIVES. Purchaser agrees that, in the event it seeks any form of tax incentives, it will obtain the advance consent of the Seller to seek any such tax abatement.

19. USE OF PROPERTY. Purchaser may develop the Property as it determines is in its best interest in compliance with the restrictions of this Agreement and all applicable laws, rules, and regulations. If Purchaser transfers the property it must do so with the transferee taking the Property subject to the requirements of this Agreement and with the restrictions placed on the Property by this Agreement.

20. LABOR USE. Purchaser will comply with Section 14 above with respect to labor use.

21. MISCELLANEOUS PROVISIONS.

- a. Notices. Any notice, request, demand, consent, approval or other communication given pursuant to this Agreement (hereinafter "Notice") shall be given in writing by (a) personal delivery, (b) expedited delivery service with proof of delivery, or (c) United States registered or certified mail, return receipt requested, postage prepaid, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of the first attempted delivery at the address and in the manner provided herein. Unless changed in accordance with the preceding sentence, the address for notices given pursuant to this Agreement shall be as follows:

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If to Seller:

Khalil Rahal
Assistant County Executive
500 Griswold, 28th Floor
Detroit, Michigan 48226

If to Purchaser:

Richard D. Cox
Newburg Mill, LLC
PO Box 5380
235 E. Main
Northville, MI 48167

And

Haaris Ahmad
Principal Attorney
500 Griswold, 30th Floor
Detroit, Michigan 48226

- b. Further Documents and Actions. The parties hereto agree that at any time or from time to time after the execution of this Agreement and the Closing, they shall, upon request of the other, execute and deliver such further documents and instruments and do such further actions and things as may be reasonably requested in order to carry out the intended purposes of this Agreement.
- c. Applicable Law. This Agreement shall be deemed to be executed, performed, governed, construed, applied, and enforced in accordance with the substantive laws of the State of Michigan (without regard to any conflict of laws principles) and the applicable laws of the United States of America. Seller and Purchaser irrevocably submit to the jurisdiction of any court of competent jurisdiction in the State of Michigan in connection with any proceeding out of or relating to this Agreement.
- d. Entire Agreement. This Agreement embodies the entire agreement and understanding by and between the parties relating to the subject matter hereof, and this Agreement may not be amended, waived or discharged, except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver, or discharge is sought.
- e. Counterparts. This Agreement may be executed in any number of counterparts, none of which has been executed by all of the parties hereto, each of which shall be deemed an original, and all of which when taken together, shall constitute one and the same instrument.
- f. Severability. Whenever possible, each provision of this Agreement and all related documents shall be interpreted in such a manner as to be valid under applicable law, but to the extent any provision is invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- g. Survivability. The terms in this Agreement that should reasonable survive the termination of this Agreement shall survive.
- h. Right of First Refusal. Purchaser grants to Seller a Right of First Refusal to repurchase from Purchaser the real property described herein by matching the

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purchase offer of any third party. Seller must be notified in writing of any offer to purchase or sell property by providing the Seller a Purchase Agreement signed by the offering or accepting party, and containing at a minimum

the following:

- b. Terms of payment;
- c. Condition of title;
- d. Closing date; and
- e. A list of closing documents.

The Purchase Agreement must be presented to Seller as part of the written notice of sale. Seller must exercise its Right of First Refusal by delivering to Purchaser a written notice of its election to exercise its right within thirty (30) days of Seller's receipt of the written notice of sale. Written notice delivered to the Purchaser must include a copy of Purchase Agreement presented to Seller fully executed by Seller. If Seller waives or shall fail to exercise its Right of First Refusal option, Seller's option to purchase the property from Purchaser shall be waived as to the Purchase Agreement presented to Seller. If Purchaser sells the property to a third party for terms other than those set out in the signed Purchase Agreement submitted to Seller as part of the written notice of sale, Purchaser shall first resubmit the revised Purchase Agreement as set out above to the Seller giving the Seller the option to exercise its Right of First Refusal pursuant to the new terms. Purchaser shall be allowed to sell the property to a third party for terms and conditions set out in the Purchase Agreement presented as part of the written notice of sale only after Seller waives its Right of First Refusal option or fails to respond within thirty (30) days of Seller's receipt of the written notice of sale. The Seller shall not have a Right of First Refusal to repurchase the real property described herein where the Purchaser sells or transfers said property to a trust or an immediate family member of the Purchaser.

This Right of First Refusal provision shall be binding upon the successors and assigns of the Parties.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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SELLER:

CHARTER COUNTY OF WAYNE

Subscribed and sworn to before me this ____ day
of _____, 2019.

Notary Public, _____ County, MI

My Commission Expires: _____

By: _____

Its: _____

PURCHASER:

NEWBURGH MILL, LLC

Subscribed and sworn to before me this 2nd day
of December, 2019.

Notary Public, Wayne County, MI

My Commission Expires: 9/02/2020

By: [Signature]

Its: MEMBER

LAURI A. WILKINS
Notary Public, State of Michigan
County of Wayne
My Commission Expires 09-02-2020
Acting in the County of Wayne

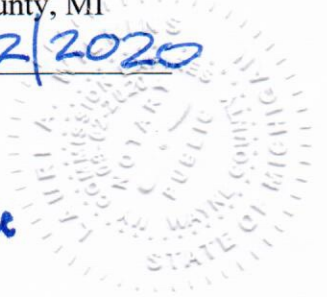


EXHIBIT A
PROPERTY DESCRIPTION

Legal Description of the Property

Land in the NE ¼ of the NE ¼ of Section 31, T1S, R9E, City of Livonia, more particularly described as follows:

Commencing at the point of intersection of the Southerly line of Middle Rouge Parkway Drive, so called, of 150.00 foot width and the westerly line of Newburgh Road, so-called, of 150.00 ft. width, said point being S 88°54'43" W, 75.00ft. along the Northerly line of said Sec. 31 from the NE corner of said Sec. 31; thence along the said southerly line of Middle Rouge Parkway Drive S 88°54'43" W, 50.27 ft. to a point of curve to the left; thence Southwesterly, 410.28 ft. measured along the arc of said curve, the chord of which bears S 76°21'41" W, 407.01 ft. from the last mentioned point; thence S 26°11'21" E, 171.00 ft. to its intersection with the 659.00 ft. contour (U.S.G.S. Datum); thence Northeasterly along the said 659.00 ft. contour as it wings and turns approximately 380.00 ft. to a point on the said Westerly line of Newburgh Road; thence N 0°33'28" W, 218.78 ft. along the said Westerly line to the point of commencement and containing 2.005 acres more or less.

Parcel ID No. 46-121-990-001-000

EXHIBIT B

REPLACEMENT PROPERTY DESCRIPTION

THAT PART OF LOT 568 DESCRIBED AS BEGINNING AT THE SW COR OF LOT 568 AND PROCEEDING THENCE S 89D 43M 30 SEC E ALONG THE S LINE OF SAID LOT 171.58 FT; TH N 2 D 13 M 20 SEC W, 405.68FT; TH S 69 D 10 M 10SE CW 180.87 FT TO THE W LINE OF LOT 568; TH S 2D 13M 20SEC E ALONG SAID LINE, 340.48 FT TO THE POINT OF BEGINNING; ACRES SUPERVISORS NANKIN PLAT NO 10, AS RECORDED IN LIBER 65, PAGE 83 OF PLATS, WAYNE COUNTY RECORD. ITEM NO. 56-010-01-0568-001

Commonly known as: 8004 N. Farmington Westland, MI

Parcel ID#: 56-010-01-0568-001

EXHIBIT C
REPLACEMENT PROPERTY IMPROVEMENTS

1. PROJECT DESCRIPTION

Pursuant to a sale of property at 11600 Newburgh Road Livonia, Michigan 48150, Purchaser will replace facilities currently on site on the Replacement Property. This includes an equestrian center, offices and storage facilities that provide the same function as existing facilities on Property.

2. GENERAL SCOPE OF PROJECT

Minimum to the Replacement Property Improvements, Purchaser must replicate the following specifications:

- Office Use:
 - Flexible office space, which will include at minimum 3 hard walled offices and 8 cubicle spaces, plumbing and electrical fittings.
 - Though it should be equipped for IT capabilities, the County will be responsible for IT connection;
 - Shower facility with fully functional bathroom
- Equestrian Facility (Horse Barn):
 - 8 adult horse stalls;
 - Drainage;
 - Ventilation fans;
 - Overhead LED lights.
- Additional Amenities if fundraising can be met
 - 2 heated wash stalls;
 - Four season heating/cooling capabilities;
 - 2,500 square feet for grain storage in a segregated room;
 - 5,000 square feet for hay storage in a segregated room;
 - 500 square feet for riding equipment storage;
 - Concrete slab covering the entire facility;

- Rolling doors on corral side;
- Indoor plumbing, including restroom facilities and hose hookup capabilities.
- Corrals:
 - 10,000 square feet;
 - Drainage to code;
 - Fencing around the corrals;
 - Direct access to the equestrian facility.

3. ARCHITECTURAL AND ENGINEERING SERVICES

All architectural and engineering services for the Replacement Property Improvements will be provided by the Purchaser. Moreover, the Purchaser is responsible for acquiring all permits to complete the project. The Charter County of Wayne must be presented and approve renderings before commencement of construction. The Replacement Property Improvements are not deemed complete until a certificate of occupancy is received.

4. PERMITS/FEES

Permit and fee costs for Building Construction, including M/E/P permit costs, are to be included in cost of Replacement Property Improvements.

EXHIBIT D
QUIT CLAIM DEED

The CHARTER COUNTY OF WAYNE, a public body corporate and politic, organized and now existing pursuant to Public Act 258 of 2003 of Michigan, as amended ("Grantor"), whose address is 500 Griswold, 31st Floor, Detroit, Michigan 48226, hereby sells, conveys, grants and bargains all its rights and interests which it may have and convey to [DEVELOPER NAME], a Michigan limited liability company ("Grantee"), whose address is [DEVELOPER ADDRESS] , the premises situated in the City of Livonia, Wayne County, Michigan, more specifically described as:

See Appendix A hereto

for the sum set forth in a Real Estate Transfer Valuation Affidavit filed herewith.

Subject to the restrictions in Appendix B.

Grantor grants to Grantee the right to make all division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

The Grantor, for itself, its successors and assigns, covenants, grants, bargains, and agrees to and with Grantee, its successors and assigns, that, subject to the exceptions set forth on Attachment A hereto, which Grantee expressly assumes, Grantor has not previously done or committed or willingly suffered to be done or committed any act, matter, or thing that would cause the premises hereby granted, or any part thereof to be charged or encumbered in title, estate, or otherwise.

Grantor will warrant and defend the property against the lawful claims and demands of all persons claiming through the Grantor, but against no other claims and no other person including predecessors in title.

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.

This conveyance is exempt from state and county transfer taxes under MCL 207.526(h)(i) and MCL 207.505(h)(i)), respectively.

GRANTOR:

Charter County of Wayne

By: _____

Warren C. Evans, Chief Executive Officer

Dated as of _____.

STATE OF MICHIGAN)

) SS.

COUNTY OF WAYNE)

This instrument was acknowledged before me in Wayne County, Michigan, on _____, by Warren C. Evans, Chief Executive Officer of the Charter County of Wayne, a Michigan corporate and public entity.

Print Name of Notary Public: _____

Notary Public, State of _____, County of _____.

My commission expires: _____.

Acting in the County of _____.

When recorded return to:	Send subsequent tax bills to:	Drafted by: Haaris Ahmad, Esq. Principal Attorney 500 Griswold, 30 th Floor Detroit, MI 48226
Parcel I.D. No: 46-121-990-001-000	Recording Fee: \$	Revenue Stamps: \$ 0

APPENDIX A

LEGAL DESCRIPTION

Land in the NE ¼ of the NE ¼ of Section 31, T1S, R9E, City of Livonia, more particularly described as follows:

Commencing at the point of intersection of the Southerly line of Middle Rouge Parkway Drive, so called, of 150.00 foot width and the westerly line of Newburgh Road, so-called, of 150.00 ft. width, said point being S 88°54'43" W, 75.00ft. along the Northerly line of said Sec. 31 from the NE corner of said Sec. 31; thence along the said southerly line of Middle Rouge Parkway Drive S 88°54'43" W, 50.27 ft. to a point of curve to the left; thence Southwesterly, 410.28 ft. measured along the arc of said curve, the chord of which bears S 76°21'41" W, 407.01 ft. from the last mentioned point; thence S 26°11'21" E, 171.00 ft. to its intersection with the 659.00 ft. contour (U.S.G.S. Datum); thence Northeasterly along the said 659.00 ft. contour as it wings and turns approximately 380.00 ft. to a point on the said Westerly line of Newburgh Road; thence N 0°33'28" W, 218.78 ft. along the said Westerly line to the point of commencement and containing 2.005 acres more or less.

Parcel ID No. 46-121-990-001-000

APPENDIX B

RESTRICTIONS

1. Grantor shall have a right of re-entry on the premises if the Grantee does not complete the Replacement Property Improvements in accordance with the Newburgh Mill Purchase and Development Agreement under which this instrument is conveyed. This right of re-entry will be immediately extinguished upon the successful and timely completion of the Replacement Property Improvements.
2. The exterior or façade of Newburgh Mill may not be altered, modified, or changed, including but not limited to all exterior walls, windows, doors, elevations, roofs, rooflines, chimneys, and all exterior structural features, unless in accordance and consistent with the Secretary of the Interior's Standards for Rehabilitation as defined by the United States Department of the Interior.
3. Newburgh Mill may not be demolished, removed, deconstructed, or moved from its present location, unless such action is consistent with the Secretary of the Interior's Standards for Rehabilitation.
4. Grantee and subsequent owners of the Property shall notify the County in writing of any proposed sale or transfer of the Property.
5. The Grantee agrees to utilize the land as park property accessible to the public from dawn to dusk as outlined in the Grantee's proposal to Grantor.

EXHIBIT C

COUNTY-BASED BUSINESSES AND COUNTY RESIDENTS HIRING REQUIREMENTS

I. Definitions

A. "County-Based Business"

To be identified as a "County-Based business" all of the following requirements must be met:

1. The company is headquartered or has been conducting business at a location with a permanent street address in the County, on an ongoing basis, for not less than one (1) year;
2. The company has been dealing for not less than one (1) year on a regular commercial basis in the kind of goods or services which is the subject of the bid, or in a closely or logically allied product line;
3. The company provides a commercially viable product or service to a governmental and private sector clientele; and,
4. At least 30% or more of the company's regular, full-time employees are based in Wayne County.

B. "County Resident"

A County Resident" means an individual who can demonstrate residency in Wayne County for not less than one hundred eighty (180) days prior to the date the person seeks to be employed for work on a project. Residency shall be established by the address listed on a State of Michigan identification card or State of Michigan driver's license. In addition, the person must provide, upon request from the Wayne County Human Relations Division, a Voter Registration Card, Motor Vehicle Registration, most recent federal or state tax returns or lease/rental agreement reflecting the same address. Other forms of proof-of-residence may be accepted under certain circumstances.

C. "Project"

See Section 13(d) of the Purchase and Development Agreement.

II. Businesses and County Residents Hiring Goals

A. Purchaser will use commercially reasonable to ensure that at least thirty percent (30%) of the total dollar value of construction contracts related to the Project are awarded to County-based businesses that are certified by the Wayne County Human Relations Division (the "County-Based Businesses Goal").

B. Purchaser will commercially reasonable to ensure that at least sixty percent (60%) of the workforce related to the construction of the Project are County Residents and that County Residents perform at least sixty percent (60%) of the hours worked on the construction of the Project. (the "County Residents Hiring Goal").

C. Purchaser will use commercially reasonable efforts to maximize post-construction employment opportunities with Purchaser for County residents. (collectively, sections II(A)-(C) are referred to as the "Businesses and Hiring Goals")