American Title

COMPANY of JACKSON

LAND CONTRACT REPORTING

Purchaser and Seller acknowledge that the interest paid by the Purchaser on this Land Contract must be reported to the Internal Revenue Service by the Seller to enable the Purchaser to claim said interest as a deduction on their Federal Income Tax Return.

Both parties acknowledge that it is their responsibility to exchange this information with each other to enable the proper with the Internal Revenue Service for Income Tax purposes.

In the event that this information is lost the parties acknowledge that American Title Company of Jackson is allowed to disclose the necessary information to the parties in this transaction.

Dated: December 29, 2023	
LEONI TÓWNSHIP January Purchaser: HOWARD LINNABARY	Tax ID: <u>38-6005801</u>
POLISH FALCONS ALLIANCE, NEST NO. 336 OF JACKSON MICHIGAN VINELA J. LONGY J. Seller: VINCENT KONIECZKI	Tax ID: <u>38-0934585</u>

WARRANTY DEED

The Grantor, Polish Falcons Nest Number 336 a/k/a Polish Falcons of America, Nest 336 n/k/a Polish Falcons Alliance, Nest No. 336, of Jackson, Michigan, a Michigan nonprofit corporation, by Vincent Konieczki, in their capacity as President, of 1423 Joy Avenue, Jackson, Michigan 49203, conveys and warrants to Grantee, the Leoni Township, a Michigan municipal corporation, of 913 5th Street, Michigan Center, Michigan 49254, the following described premises situated in the Township of Leoni, County of Jackson, State of Michigan, described as follows, towit:

PARCEL 1:

The Northwest 1/4 of the Northwest 1/4 of Section 16, Town 3 South, Range 1 East, Leoni Township, Jackson County, Michigan. EXCEPT: Land in the Northwest 1/4 of the Northwest 1/4 of Section 16, Town 3 South, Range 1 East, Leoni Township, Jackson County, Michigan, described as follows: Commencing at the Northwest corner of Section 16, Town 3 South, Range 1 East; thence Easterly along the North line of Section 16 to a point 247.15 feet Westerly of the Northeast corner of the Northwest 1/4 of the Northwest 1/4 which is the point of beginning of this description; thence Easterly 247.15 feet along the North line of Section 16 to the Northeast corner of the Northwest 1/4 of the Northwest 1/4; thence Southerly 355.0 feet along the East line of the Northwest 1/4 of the Northwest 1/4; and thence Northwesterly to the place of beginning of this description.

PARCEL 2:

Beginning at the East line of Section 17, Town 3 South, Range 1 East, Leoni Township, Jackson County, Michigan and the Southeast corner of Lot 11, Flansburgh Subdivision Waterway Extension, a recorded Plat; thence North 1 degree 26' 45" West 39.42 feet; thence North 25 degrees 33' 15" West 163.79 feet; thence North 6 degrees 50' 15" West 244.81 feet; thence North 56 degrees 22' 30" West 409.42 feet along the Easterly and Northerly/sides of said plat and along the centerline of boat canal to the Northeast corner of Lot 1 of said Plat; thence Northeasterly along the centerline of said canal 360 feet to a point in the Southerly shore line of Round Lake distant 191.67 feet bearing North 53 degrees 46' East from the Northeast corner of Lot 46, Flansburgh Subdivision No. 1, a recorded plat; thence Easterly along the Southerly shore line of Round Lake to the East line of said Section 17; thence South along the East Section line to beginning. EXCEPTING: A certain island known as Bernie's Island and extending 25 feet from the shore line of said Bernie's Island.

Commonly Known As: 638 Round Lake Drive

Michigan Center, Michigan 49254 (Parcel 1); and

Vacant Land, Round Lake Drive,

Michigan Center, Michigan 49254 (Parcel 2)

Parcel Identification Nos.: 000-14-16-100-002-00 (Parcel 1); and

000-14-17-227-004-00 (Parcel 2)

for the sum of Seven Hundred Eighty Thousand and 00/100 (\$780,000.00) Dollars, subject to easements, reservations, encumbrances and all restrictions of record and further subject to liens for taxes and special assessments which are not delinquent, and further subject to any encumbrances that may have accrued by or through the act or neglect of second party, his heirs and assigns, while holding under a land contract dated December 29, 2023, for which this Deed is given and accepted in full satisfaction.

The Grantor grants to the 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, Grantor makes no warranties or representations as to the availability of such divisions.

This property may be located within the vicinity of farmland or 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 subject to Act 261 of the Public Acts of 1999.

Dated this 25 day of December, 2023

a/k/a Polish Falcons of America. Nest 336 n/k/a Polish Falcons Alliance, Nest No. 336, of Jackson,

Michigan J.

By: Vincent Konieczki

Its: President

COUNTY OF JACKSON) ss.)		
On this 25+ day of Polish Falcons of America.	Nest 336 n/k/a Polish Falo	_, Polish Falcons Nest No	Number 336 a/k/s

On this day of day of 2023, Polish Falcons Nest Number 336 a/k/a Polish Falcons of America, Nest 336 n/k/a Polish Falcons Alliance, Nest No. 336, of Jackson, Michigan, by Vincent Konieczki, its President, appeared before me and signed and acknowledged this deed as his free act and deed.

, Notary Public

County of Jackson, State of Michigan

My Commission Expires:

Acting in Jackson County, Michigan

Prepared Without Opinion By:
Corey J. McCord, Esquire
Corey J. McCord, PLC
300 West Washington Avenue, Suite 400
Post Office Box 4259
Jackson, Michigan 49204
(517) 784-2121

When Recorded Return to:

STATE OF MICHIGAN

Send Subsequent Tax Bills to:

Grantee

Grantee

CLOSING AGREEMENT

In reference to a sale between POLISH FALCONS ALLIANCE, NEST NO. 336 OF JACKSON MICHIGAN Seller(s) and LEONI TOWNSHIP Purchaser(s)), for the property commonly known as 638 ROUND LAKE DR AND VACANT LAND ROUND LAKE DR, Michigan Center, MI 49254.

- 1. Purchaser(s) acknowledge and accept title commitment number 187659 issued by American Title Company of Jackson.
- 2. The purchaser(s) and seller(s) hereby acknowledge that all inspections, conditions and/or contingencies which were the obligations of the Seller(s) and/or Purchaser(s) to close have been removed, satisfied, or waived.
- 3. Seller(s) agrees to give possession of the property to Purchaser(s) no later than _____ am/pm on _____ . And to remove all personal belongings, except those included in the sale, to leave the property broom clean, to pay for all trash removal that may be necessary, and to contract utility companies to request final readings.

BILL OF SALE

The following items of personal property have been sold to Purchaser(s) and are included in the purchase price:

N/A

Seller(s) agrees to warrant and defend the sale of the above personal property against the claims and demands of all persons whatsoever. Seller further states that the consideration given was adequate and that the same was given in good faith and not for the purpose of security or defrauding creditors of Seller(s) or subsequent purchaser(s).

POLISH FALCONS ALLIANCE, NEST NO. 336

OF JACKSON MICHIGAN

VINCENT KÓNIECZKI

PRESIDENT

LEON! TOWNSHIP

HOWARD LINNABARY

SUPERVISOR

Hold Harmless No Purchase Agreement

Date: December 29, 2023

RE: 638 Round Lake Rd., and Vacant Land Round Lake Rd.

We, the undersigned Buyer(s) and Seller(s), acknowledge that there is not a formal Purchase Agreement for the above property. American Title Company of Jackson has prepared closing statements based on information provided by us.

We agree to hold harmless American Title Company of Jackson from any and all disputes, claims, actions, suits, liens, judgments and/or expenses that may arise after closing due to the above statement

Acknowledged and agreed to this day of December 2023 by:

Buyer Leoni Township

Howard Linnabary, Supervisor

Seller Polish/Falcons

Vincent Konieczki, President

STATE OF MICHIGAN) COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 12-25 day of December 2023, by Howard Linnabary, Supervisor of Leoni Township and Vincent Konieczki, President of the Polish Falcons.

Notary Public

My Commission Expires:

STATE OF MICHIGAN) -
) ss.
COUNTY OF JACKSON) .

On this day of day of , 2023, Polish Falcons Nest Number 336 a/k/a Polish Falcons of America, Nest 336 n/k/a Polish Falcons Alliance, Nest No. 336, of Jackson, Michigan, by Vincent Konieczki, its President, appeared before me and signed and acknowledged this deed as his free act and deed.

, Notary Public

County of Jackson, State of Michigan My Commission Expires:

Acting in Jackson County, Michigan

Prepared Without Opinion By:
Corey J. McCord, Esquire
Corey J. McCord, PLC
300 West Washington Avenue, Suite 400
Post Office Box 4259
Jackson, Michigan 49204
(517) 784-2121

When Recorded Return to:

Send Subsequent Tax Bills to:

Grantee

Grantee

LAND CONTRACT

THIS LAND CONTRACT, made this Alabaday of December, 2023, by and between Polish Falcons Nest Number 336 a/k/a Polish Falcons of American, Nest 336 n/k/a Polish Falcons Alliance, Nest No. 336, of Jackson, Michigan a/k/a Polish Falcons Alliance, Nest No. 336, of Jackson, Michigan nonprofit corporation, of 1423 Joy Avenue, Jackson, Michigan 49203 (hereinafter referred to as the "Seller") and the Township of Leoni, a Michigan municipal corporation, of 913 5th Street, Michigan Center, Michigan 49254 (hereinafter referred to as the "Purchaser").

WITNESSETH:

That in consideration of the mutual covenants to be performed between the respective parties hereto as hereinafter expressed and the sum of Seven Hundred Eighty Thousand and 00/100 (\$780,000.00) Dollars, to be duly paid by the Purchaser to the Seller, as hereinafter specified, it is agreed between the parties hereto as follows:

1. The Seller hereby sells and agrees to convey unto the Purchaser all that certain piece or parcel of land situated in the Township of Leoni, County of Jackson, State of Michigan, (hereinafter referred to as the "Premises") described as follows, to-wit:

PARCEL 1:

The Northwest 1/4 of the Northwest 1/4 of Section 16, Town 3 South, Range 1 East, Leoni Township, Jackson County, Michigan. EXCEPT: Land in the Northwest 1/4 of the Northwest 1/4 of Section 16, Town 3 South, Range 1 East, Leoni Township, Jackson County, Michigan, described as follows: Commencing at the Northwest corner of Section 16, Town 3 South, Range 1 East; thence Easterly along the North line of Section 16 to a point 247.15 feet Westerly of the Northeast corner of the Northwest 1/4 of the Northwest 1/4 which is the point of beginning of this description; thence Easterly 247.15 feet along the North line of Section 16 to the Northeast corner of the Northwest 1/4 of the Northwest 1/4; thence Southerly 355.0 feet along the East line of the Northwest 1/4 of the Northwest 1/4; and thence Northwesterly to the place of beginning of this description.

PARCEL 2:

Beginning at the East line of Section 17, Town 3 South, Range 1 East, Leoni Township, Jackson County, Michigan and the Southeast corner of Lot 11, Flansburg Subdivision Waterway Extension, a recorded Plat; thence North 1 degree 26' 45" West 39.42 feet; thence North 25 degrees 33' 15" West 163.79 feet; thence North 6 degrees 50' 15" West 244.81 feet; thence North 56 degrees 22' 30" West 409.42 feet along the Easterly and Northerly sides of said plat and along the centerline of boat canal to the Northeast corner of

Lot 1 of said Plat; thence Northeasterly along the centerline of said canal 360 feet to a point in the Southerly shore line Round Lake distant 191.67 feet bearing North 53 degrees 46' East from the Northeast corner of Lot 46, Flansburg Subdivision No. 1, a recorded plat; thence Easterly along the Southerly shore line of Round Lake to the East line of said Section 17; thence South along the East Section line to beginning. EXCEPTING: A certain island known as Bernie's Island and extending 25 feet from the shoreline of said Bernie's Island.

Commonly Known As: 638 Round Lake Drive

Michigan Center, Michigan 49254; (Parcel 1);

and

Vacant Land, Round Lake Drive

Michigan Center, Michigan 49254 (Parcel 2)

Parcel Identification Nos.: 000-14-16-100-002-00 (Parcel 1); and

00-14-17-227-04-0 Parcel 2)

2. The Purchaser hereby purchases the Premises of the Seller and agrees to pay the Seller the sum of Seven Hundred Eighty Thousand and 00/100 (\$780,000.00) Dollars in the following manner:

One Hundred Thousand and 00/100 (\$100,000.00) Dollars as the down payment, the receipt of which is hereby confessed and acknowledged by the Seller, and the remaining Six Hundred Eighty Thousand and 00/100 (\$680,000.00) shall be paid semi-annually over 15-years. The sum of which is secured by this contract, together with interest on the whole sum that shall be from time to time unpaid at the rate of two (2%) percent per annum, payable in semi-annual principal payments of Twenty-Six Thousand Two-Hundred Fifty-Five Dollars and 16/100 (\$26,255.16) on the 15th of January and the 15th of July each year thereafter, starting in 2025.

Purchaser shall have the right to pay larger installments than above provided for and to pay the whole or any part of the balance remaining unpaid on this Contract at any time before the same, by the terms hereof, becomes due and payable.

3. It is understood and agreed that Purchaser herein shall pay all property taxes on said Property when due and will provide Seller with evidence of paid taxes. The Purchaser shall promptly pay, when due, all assessments of every nature which shall become a lien on the Premises after date hereof and any installments of special assessments becoming due after date hereof. Should Purchaser fail to pay any special assessments when due the Seller may at their election: (a) pay said special assessments and add them to the unpaid balance of this Contract which shall be due and payable by the Purchaser at once; or (b) pay said special assessments and treat Purchaser's failure to pay same as a default; or (c) not pay said special assessments and treat Purchaser's failure to pay same as a default.

- 4. <u>Insurance</u>. Purchaser shall, during the continuance of this Contract, pay and keep in force fire and extended coverage insurance covering the buildings and improvements now or hereafter placed on the Premises in the name of the Seller with the loss payable clause or other endorsement making the proceeds payable to the Seller, and the Purchaser as their respective interests may appear, with insurance satisfactory to the Seller in the amount not less than the balance owing under this Contract, and shall deliver all of such insurance policies to the Seller with premium paid. Should Purchaser fail to keep the buildings insured, the Seller may at their election: (a) pay said insurance premiums add them to the unpaid balance of this Contract which shall be due and payable by the Purchaser at once; or (b) pay said insurance premiums and treat Purchaser's failure to pay same as a default; or (c) not pay said insurance premiums and treat Purchaser's failure to pay same as a default.
- 5. Disposition of Insurance Proceeds. In case of a loss or damage as a result of which insurance proceeds are available, the Purchaser may, within sixty (60) days of said loss or damage, give to the Seller written notice of Purchaser's election to repair or rebuild the damaged parts of the Premises, in which event said insurance proceeds shall be used for such purpose. The balance of said proceeds, if any, which remain after completion of said repairing or rebuilding, or all of said insurance proceeds if the Purchaser elects not to repair or rebuild, or if the insurance proceeds are not sufficient therefore, shall be first applied to the satisfaction of any existing defaults under the terms of this Contract and then as a prepayment upon the principal balance owing, and without penalty, notwithstanding other terms of paragraph 2 to the contrary. No such prepayment shall defer the time for payment of any remaining payments required by said paragraph 2. Any surplus of said proceeds in excess of the balance owing herein shall be paid to the Purchaser.
- 6. <u>Maintenance of Premises</u>. All buildings, trees, or other improvements now on the Premises, or hereafter made or placed thereon, shall be a part of the security for the performance of this Contract. Purchaser shall at all times maintain the Premises and the buildings and improvements thereon in good condition, reasonable wear and tear excepted, and the Purchaser shall not commit or suffer any other person to commit waste upon the Premises.
- 7. <u>Forfeiture</u>. Should default be made by the Purchaser in any of the provisions hereof and said default continues for a period of thirty (30) days, Seller may immediately thereafter declare this Contract void and forfeited and the said buildings, improvements and all payments made on this Contract shall be forfeited. Seller may thereafter pursue and enforce their rights under this Contract in law or in equity pursuant to the laws and remedies available to Seller in the State of Michigan.
- 8. <u>Conveyance and Evidence of Title</u>. If the Purchaser shall, in the time and manner above specified, make all the payments herein provided for, and shall observe and perform all the conditions and agreements herein made, the Seller shall thereupon, by good and sufficient Warranty Deed convey the Premises to the Purchaser on the conditions herein agreed upon,

and the Seller shall deliver said Deed subject to easements and restrictions of record; provided, however, that the Warranty Deed shall be limited so as to except acts or negligence of the parties other than the Seller subsequent to the date of this Contract. The parties agree that a Warranty Deed in Fulfillment of Land Contract shall be held in escrow by American Title Company of Jackson, until such time as Purchaser has fulfilled the payments and terms of this Land Contract. Upon said fulfillment of the payments and terms of this Land Contract, the escrowed Warranty Deed in Fulfillment of Land Contract shall be recorded by American Title Company of Jackson.

- 9. <u>Assignment or Sale</u>. Neither party shall sell, assign, transfer or convey their respective interest or any part of their interest in the Premises by assignment sub-land contract, or any other manner, without first securing the written consent of the other party.
- 10. <u>Conveyance or Mortgage By Seller</u>. Purchaser acknowledges that Seller shall have the right to place a mortgage on the Premises on the following terms:
 - a. The aggregate amount due on any and all outstanding mortgage(s) is not and shall not at any time be greater than the unpaid balance of this Contract, and provided that the aggregate payments of principal and interest, whether periodic or final, required in any one month of said mortgage shall not exceed those named in this Contract; and
 - b. Seller shall meet the payments of principal and interest as they mature on any and all mortgages now placed upon the Premises and produce evidence thereof to the Purchaser upon demand. In case the Seller shall default upon any such mortgage, the Purchaser shall have the right to do the acts or make the payments necessary to cure such default and shall be reimbursed for so doing by receiving, automatically, credit on this Contract to apply on the payments due or to become due hereon.
- 11. Observance of Regulations. The Purchaser shall keep the property in accordance with any and all building and use restrictions applicable to the Township of Leoni and shall keep the property in accordance with all police, sanitary, or other regulations imposed by any governmental authority.
- 12. <u>Condition of Premises</u>. Purchaser agrees that the Seller has made no representations or warranties and makes no representations or warranties as to the condition of the Premises, including, but not by way of limitation, the environmental condition, the condition of the buildings, appurtenances and fixtures located thereon, and/or the location of the boundaries.
- 13. <u>Inspection</u>. Purchaser acknowledges that Purchaser has made a thorough inspection of the Premises and agrees to accept the same "as is", and in its present condition.

- 14. <u>Transfer Tax</u>. At such time as Seller shall be required to give a Warranty Deed pursuant to this land contract, Seller expressly agrees to assume and pay the tax imposed by the State Real Estate Transfer Tax Act (MCL 207.521, et seq.) pursuant to MCL 207.526(6)(a), and the tax imposed by the Conveyances of Real Property Act (MCL 207.501, et seq.) pursuant to MCL 207-505(5)(a).
- 15. Notices. Until endorsed on this Contract to the contrary, each of the parties hereto agrees that notices required hereunder may be sent to Seller at the address listed above and to Purchaser at the address listed above and when mailed, postage prepaid to said address, shall be binding and conclusively presumed to be served upon said parties respectively. Notice of intention to forfeit and notice of forfeiture of this Contract shall be served as provided by law.
- 16. <u>Pronouns</u>. If more than one joined in the execution hereof as Seller or Purchaser, or either be of the feminine sex, or a corporation, the pronouns and relative words herein used shall be read as if written in plural, feminine or neuter respectively.
- 17. Capacity of Parties. Any individual parties hereto represent themselves to be of full age.
- 18. <u>Time of Essence</u>. It is expressly understood and agreed by the parties hereto that time shall be deemed as of the very essence of this Contract and all stipulations and agreements herein contained shall apply to and bind the heirs, personal representatives, successors and assigns of the parties hereto. Purchaser shall agree that their liability hereunder is joint and several.
- 19. <u>Possession</u>. The Purchaser shall have the right to possession of the Premises on the date hereof and be entitled to retain possession hereof only so long as there is no default on Purchaser's part in carrying out the terms and conditions hereof.
- 20. <u>Applicable Law</u>. It is agreed by the Seller and the Purchaser that this Contract shall be governed by the laws of the State of Michigan.
- 21. Conflict of Laws. It is understood and agreed by and between the parties hereto that in the event any provision or clause of this contract conflicts with applicable law, or is declared void and unenforceable, such conflict shall not affect other provisions of this contract which can be given effect without the conflicting provision, and to this end the provisions of the contract are declared to be severable.
- 22. <u>Waiver</u>. One or more waivers by Seller of any breach by Purchaser of the covenants, terms and conditions of this contract shall not be construed as a waiver of further breaches of the same covenants, terms or conditions or as a waiver of any other breaches of different covenants or conditions.

- 23. <u>Hold Harmless</u>. Purchaser agrees to save and hold Seller harmless from any and all liability for injury to any person or damage to any property upon or about said premises from any cause whatsoever so long as any balance shall remain unpaid upon this contract.
- 24. <u>Title Insurance</u>. Purchaser acknowledges and agrees that it is satisfied with the marketability of title. Seller shall have no further obligations or responsibilities to supply evidence of title at any time hereafter except as set forth herein.
- 25. <u>Restrictions</u>, <u>Easements and Zoning</u>. This Contract is subject to all restrictions and easements of record or affecting the premises, subject to all zoning laws, ordinances and regulations, and all matters disclosed by the title insurance commitment referred to herein.
- 26. <u>"As Is" Purchase</u>. In consideration of this agreement and Purchaser's familiarity with the property, they agree as follows:
 - a. Seller has made no representations or warranties regarding the condition of the premises and the structures and improvements thereon;
 - b. Purchaser has personally examined the premises and are familiar and satisfied with the property;
 - c. Purchaser is purchasing the premises in its "as is" and "where is" condition;
 - d. Purchaser shall assume all responsibility for repairs, maintenance and improvements required by the premises after Purchaser takes possession of the Premises;
 - e. Purchaser represents, warrants and agrees that they have determined to their satisfaction whether the Premises, and its components comply with any and all applicable laws, ordinances, rules and regulations and agree to accept the responsibility therefore if it should later be determined that the premises or any of its components are not in compliance, unless Seller has actual knowledge of such matters; and
 - f. Purchaser acknowledges that the purchase price for the property has been negotiated by Seller and Purchaser which reflects the present condition; as well as Purchaser's acceptance of the condition and the obligations imposed hereby.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be

signed the day and year first above written.	
Seller:	Purchaser:
Polish Falcons Nest Number 336, a/k/a Polish Falcons of American, Nest 336, n/k/a Polish Falcons Alliance, Nest No. 336, of Jackson, Michigan a/k/a Polish Falcons Alliance, Nest No. 336, of Jackson, Mich. By: Voucett Konteczki Its: Qresident STATE OF MICHIGAN) ss. COUNTY OF JACKSON	Leoni Township By: Howard P. Linuabary Its: Supervisor
Falcons of American, Nest 336 n/k/a Polish	Polish Falcons Nest Number 336 a/k/a Polish Falcons Alliance, Nest No. 336, of Jackson, Mich., by, appeared before me and signed and and deed.
	, Notary Public County of Jackson, State of Michigan My Commission Expires: Acting in Jackson County, Michigan

RONALD L. ELLISON

NOTARY PUBLIC, Jackson County, Mi
My Commission Expires April 14, 2024

Acting in Jackson County

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)
_ ·
On this 26 day of December, 2023, Leoni Township, by Howard Linnabary its Supervisor, appeared before me and signed and acknowledged this Land
its <u>Supervisor</u> , appeared before me and signed and acknowledged this Land
Contract as his free act and deed.

PAMELA TRAMMELL
Notary Public, State of Michigan
County of Jackson
My Gommission Expires Oct. 12, 2024
Acting in the County of

, Notary Public County of Jackson, State of Michigan My Commission Expires:

Acting in Jackson County, Michigan

Prepare Without Opinion By:
Corey J. McCord, PLC
Corey J. McCord, Esquire
300 West Washington Avenue, Suite 400
Post Office Box 4259
Jackson, Michigan 49204
(517) 784-2121

ESCROW AGREEMENTFOR DEED PURSUANT TO LAND CONTRACT

American Title Company of Jackson 280 W Cortland Street Jackson, MI 49201 517-787-4830

We hereby deposit with you, irrevocably, except as to non-payment under the terms hereafter stated, a copy of a Land Contract dated the 25 day of December, 2023, between Polish Falcons Alliance, Nest No. 336 of Jackson, Michigan as "Seller", and Leoni Township as "Purchaser", together with a Deed from the Seller to the Purchaser pursuant to said Land Contract. These documents along with \$6,708.00 for the revenue stamps and \$35.00 for recording fees are to be held by you in escrow for delivery under the following terms and conditions:

- 1. You shall release the subject original executed deed along with the funds held for transfer tax and recording fees to Purchaser, or either of them, or their assigns when you have satisfactory evidence by signed receipt or other evidence satisfactory to you indicating that the principal balance of \$680,000.00 as of December 34, 2023 plus interest at the rate of 2.00% per annum in accordance with the contract has been paid in full.
- 2. In the event that you receive evidence satisfactory to you that the terms of said Land Contract have not been complied with, together with proof satisfactory to you that a copy of said evidence has been serviced upon the Purchaser, or either of them, or their assigns, you may, thirty (30) days thereafter, return said Deed to the Seller. In the alternative, you may elect to deposit said Deed with the Jackson County Circuit Court for determination by it in a proper proceeding of the party entitled to said Deed.
- 3. Upon delivery by you of said Deed in accordance with the foregoing, this escrow shall terminate and you shall be released from any further liability, it being expressly understood that your liability is limited to performing the above duties and that by acceptance of this escrow agency you are acting in the capacity of a denository and

- 2. In the event that you receive evidence satisfactory to you that the terms of said Land Contract have not been complied with, together with proof satisfactory to you that a copy of said evidence has been serviced upon the Purchaser, or either of them, or their assigns, you may, thirty (30) days thereafter, return said Deed to the Seller. In the alternative, you may elect to deposit said Deed with the Jackson County Circuit Court for determination by it in a proper proceeding of the party entitled to said Deed.
- 3. Upon delivery by you of said Deed in accordance with the foregoing, this escrow shall terminate and you shall be released from any further liability, it being expressly understood that your liability is limited to performing the above duties and that by acceptance of this escrow agency you are acting in the capacity of a depository and are not, as such, responsible or liable for the sufficiency, correctness, genuineness or validity of the document.

Please acknowledge receipt of the above referenced documents and your acceptance of the escrow by signing and dating this letter in the place indicated below and returning the same to our office.

LAND CONTRACT PURCHASER(S):	LAND CONTRACT SELLER(S):	
4.		
Dated: Dee 29th 2023	Dated: Dec 29th 2023	
American Title Company of Jackson, By	as telled	