

**PURCHASE AGREEMENT
VACANT LAND SOUTH OF BEAL CITY ROAD**

This Purchase Agreement (“Agreement”) is entered into as of the date of the last signature below (“Effective Date”), by and between Beal City Public Schools, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, et seq., as amended, whose address is 3180 W. Beal City Rd., Mt. Pleasant, Michigan 48858 (“Seller”) and _____, whose address is _____ (“Purchaser”) (individually, a “Party” and collectively, the “Parties”), for the transfer by the Seller to the Purchaser of vacant property located south of Beal City Road, Mt. Pleasant, Michigan 48858, Parcel No. 11-028-20-021-02 (the “Property”), upon the following terms and conditions:

1. **Property Transferred.** The Purchaser shall purchase and receive and the Seller shall sell the Property, including all tenements, hereditaments, appurtenances, and improvements thereunto belonging or in any way appertaining.
2. **Consideration.** The Property shall be purchased for _____ dollars (\$_____), which shall be paid by the Purchaser to the Seller at Closing. Seller acknowledges receipt of a \$500.00 deposit, which will be applied to the purchase price at Closing. As further consideration, the Purchaser agrees to take the Property subject to the disclaimer of warranties and transfer of environmental liability provisions contained in Paragraphs 8 and 9 below. The District has determined that the consideration in this paragraph is full and fair value for the Property.
3. **Closing.** Closing of the sale described herein shall take place on a date mutually agreed to by the Seller and Purchaser in writing, but shall be no later than 30 calendar days after the Effective Date (“Closing”). The Closing shall take place at the office of the Seller’s Superintendent of Schools or, at the Seller’s option, the title company that provides the title commitment described in Paragraph 6 below.
4. **Deed.** Seller will sign a deed to the Property at Closing and the transfer of Property title is subject to the terms of that deed. Unless otherwise agreed to by the Parties in writing, the Seller will convey the Property to the Purchaser using the same deed type as the deed used to convey the Property to the Seller (e.g., warranty deed or quitclaim deed). The deed that the Seller anticipates to sign at Closing is attached as Agreement Exhibit A.
5. **Property Taxes and Assessments.** The Purchaser shall be responsible for all property taxes and assessments on the Property that become due after Closing, if any.
6. **Evidence of Title.** The Seller has placed an order for a title insurance owner’s policy commitment from Mt. Pleasant Abstract & Title; the amount of coverage for the policy shall be determined by the Purchaser and communicated to the title company by the Purchaser before Closing. Seller shall purchase the Property subject to any restrictions, reservations, limitations, easements, liens, and other conditions of record disclosed in such commitment.

7. **Survey.** Purchaser acknowledges that the title company providing the title commitment for this transaction may require a survey to close the transaction contemplated by this Agreement. If the title company requires a survey, Purchaser shall – at the Purchaser’s cost – obtain such a survey to the satisfaction of the title company.

8. **Disclaimer of Warranties.** AT CLOSING, PURCHASER SHALL CONFIRM IN WRITING IT HAS CONDUCTED ALL INSPECTIONS WHICH, IN ITS SOLE DISCRETION, IT HAS DETERMINED NECESSARY TO ESTABLISH THE CONDITION OF THE PROPERTY. AT CLOSING, PURCHASER WILL EXECUTE THE PURCHASER’S STATEMENT THAT IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT B (“PURCHASER’S STATEMENT”). THE PURCHASER’S STATEMENT CONFIRMS IN WRITING THAT (A) PURCHASER HAS INSPECTED THE PROPERTY AND AGREES TO TAKE THE PROPERTY “AS IS” AND IN ITS PRESENT CONDITION AND THAT THERE ARE NO OTHER OR ADDITIONAL WRITTEN OR ORAL UNDERSTANDINGS; AND (B) SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND WITH REGARD TO THE PROPERTY. THE PROVISIONS CONTAINED IN THE PURCHASER’S STATEMENT SHALL SURVIVE CLOSING.

9. **Environmental Matters.** It is the intention and agreement of Seller and Purchaser that following conveyance of the Property to the Purchaser, Seller shall have no liability or exposure to Purchaser with respect to any environmental remediation required on the Property. Purchaser is accepting the Property in its “as is” condition with full liability therefor. Seller and Purchaser agree, if a conveyance of the Property occurs:
 - (a) Purchaser shall, at its sole expense, be responsible for and pay the cost of investigation, repairs, and modifications as are necessary to assure that the Property is safe and appropriate for its intended uses; that the Property complies with all applicable building codes or other applicable laws or regulations; and that the Property is not in violation of any federal, state, or local laws, regulations, or orders pertaining to the environment or use of the Property.

 - (b) Purchaser shall not look to and shall indemnify and hold harmless the Seller or its successors or assigns, including without limitation actual attorneys’ fees incurred by the Seller or its successors or assigns, for any reimbursement, apportionment, or contribution with respect to the liability assumed, and expenditures incurred by Purchaser pursuant to Paragraph (a) above by reason of the existence of any hazardous waste or which may be assessed as response costs or investigative costs by any governmental agency, whether such right be pursuant to common law or statute.

 - (c) The provisions of this Paragraph 9 shall, in the case any one or more of the same is deemed to be unenforceable, be severable, meaning that the unenforceability of any given provisions shall not affect the enforceability of the remaining provisions.

 - (d) This Paragraph 9 shall inure to the benefit and be binding upon the Purchaser, its successors and assigns, including any party to whom any of the Property is conveyed or leased in whole or in part, by the Purchaser.

(e) The provisions of subparagraphs (a) through (d), above, shall survive Closing. At Closing, the provisions of subparagraphs (a) through (d) shall be placed in recordable form, signed, and acknowledged by Purchaser and Seller and then recorded by Seller, at Purchaser's expense, with the Isabella County, Michigan, Register of Deeds. A copy of the Transfer of Liability Agreement is attached hereto and made a part hereof as Exhibit C.

10. **Further Assurance.** Each Party shall execute and deliver such other and further documents or perform such acts as may be reasonably requested by the other to confirm and consummate the transaction that is the subject of this Agreement.
11. **Attorney's Opinion.** Purchaser acknowledges that Seller has recommended that Purchaser retain an attorney to pass on the marketability of the title to the Property and to review the details of the sale before Closing.
12. **Time of Essence.** Time is of the essence with respect to all dates and times set forth in this Agreement.
13. **Cost of Closing.** At Closing, Purchaser shall pay for (i) the title insurance policy described in Paragraph 6 above; (ii) the entire closing fee imposed by the title company facilitating the closing this transaction; (iii) recording of the deed in Exhibit A, the Purchaser's Statement in Exhibit B, and the Transfer of Liability Agreement in Exhibit C; and (iv) any inspections, zoning approvals, and any attorney's opinion and services on behalf of Purchaser.
14. **Default and Termination.** In the event Seller fails or refuses to comply with the terms of this Agreement, for any reason other than the Purchaser's default hereunder, the Purchaser may, in its sole discretion, elect to terminate this Agreement and proceed with its legal and equitable remedies. In the event Purchaser fails or refuses to comply with the terms of this Agreement, for any reason other than the Seller's default hereunder, the Seller may, in its sole discretion, elect to terminate this Agreement and proceed with its legal and equitable remedies.
15. **Real Estate Brokers.** Purchaser shall indemnify and hold harmless Seller for any real estate brokers who Purchaser has retained for this transaction.
16. **Notices.** All notices required or given under this Agreement shall be in writing and either delivered personally or mailed by certified mail, return receipt requested, addressed to the parties as follows:

If to the Seller:

Beal City Public Schools
Attention: Superintendent
3180 W. Beal City Rd.
Mt. Pleasant, Michigan 48858

With a Copy to:

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

If to the Purchaser: _____

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

17. **Whole Agreement.** This Agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transaction herein contemplated. None of the prior and contemporaneous negotiations, preliminary drafts, or prior versions of this Agreement leading up to its execution and not set forth herein shall be used by any of the parties to construe or affect the validity of this Agreement. Each Party acknowledges that no representation, inducement, or condition not set forth herein has been made or relied upon by either Party.
18. **Amendments.** This Agreement may be amended or modified only by a document in writing executed by each of the parties named above.
19. **Headings.** The headings used herein are for convenience only and shall not govern the interpretation of any paragraph of this Agreement.
20. **Successors and Assigns.** This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.
21. **Assignment.** Neither Party shall have the right to assign its rights under this Agreement to any person or entity without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
22. **No Construction Against Drafting Party.** This Agreement shall not be more strictly construed against, nor shall any ambiguities within this Agreement be resolved against, a Party because of that Party's participation in the drafting of this Agreement.
23. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.
24. **Counterpart Signatures.** This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.
25. **Authorized Signatures.** Each individual signing below represents that the individual is duly authorized to sign on behalf of that individual's respective party as listed below.

SELLER:

**BEAL CITY PUBLIC SCHOOLS,
a Michigan general powers school district**

Signature: _____

Printed Name: William Chilman

Its: Superintendent

Dated: _____, 2023

PURCHASER:

Signature: _____

Printed Name: _____

Its: _____

Dated: _____, 2023

EXHIBIT A

WARRANTY DEED

Beal City Public Schools, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, et seq., as amended, whose address is 3180 W. Beal City Rd., Mt. Pleasant, Michigan 48858 (“Grantor”) conveys and warrants to _____, whose address is _____ (“Grantee”), vacant property located south of Beal City Road, Mt. Pleasant, Michigan 48858 and legally described as follows:

[Insert Legal Description From Title Work]

(the “Property”), which is Parcel No. 11-028-20-021-02, including all tenements, hereditaments, appurtenances, and improvements thereunto belonging or in any way appertaining for the sum of _____ (\$_____).

This conveyance is subject to:

1. Building and zoning laws, ordinances, and regulations;
2. Rights of the public and any governmental authority in any part of the land taken, deeded, or used as a street, road, or highway;
3. recorded and existing building and use restrictions, or other restrictions relating to the use or improvement of the Property;
4. all other rights, restrictions, reservations, easements, and other matters of record disclosed in the Commitment for Title Insurance issued by _____, Commitment No. _____, dated _____ at _____ a.m./p.m.

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

GRANTOR:

**BEAL CITY PUBLIC SCHOOLS,
a Michigan general powers school district**

Dated: _____, 2023

By: **(For Execution at Closing)**
William Chilman

Its: Superintendent

Acknowledged before me in _____ County, Michigan, this ___ day of _____, 2023 by William Chilman, Superintendent, Beal City Public Schools, a Michigan general powers school district.

_____ (signature)

_____ (printed)

Notary Public, _____ County, Michigan

My Commission Expires: _____

Acting in the County of: _____

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

EXHIBIT B

PURCHASER’S STATEMENT

_____, whose address is _____ (“Purchaser”), is purchasing from Beal City Public Schools, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, et seq., as amended, whose address is 3180 W. Beal City Rd., Mt. Pleasant, Michigan 48858 (“Seller”), vacant property located south of Beal City Road, Mt. Pleasant, Michigan 48858 and legally described as follows:

[Insert Legal Description From Title Work]

(the “Property”), which is Parcel No. 11-028-20-021-02.

The Purchaser confirms, acknowledges, and agrees that:

- (1) It has inspected the Property and agrees to take the Property “as is” with all personal property and debris and in its present condition.
- (2) The Seller expressly disclaims any and all warranties of any kind with regards to the Property.
- (3) Except as provided in the Purchase Agreement between these parties dated _____, 2023, there are no written or oral understandings between the Seller and the Purchaser regarding the Property.

The provisions stated above shall survive closing.

PURCHASER:

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

Printed Name: _____

Its: _____

Dated: _____, 2023

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

_____ (signature)

_____ (printed)

Notary Public, _____ County, Michigan

My Commission Expires: _____

Acting in the County of _____

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

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

EXHIBIT C

TRANSFER OF LIABILITY AGREEMENT

This Transfer of Liability Agreement (this “Agreement”) is entered into as of the date of the last signature below. It is the intention and agreement of Beal City Public Schools, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, et seq., as amended, whose address is 3180 W. Beal City Rd., Mt. Pleasant, Michigan 48858 (“Seller”) and _____, whose address is _____ (“Purchaser”), that following conveyance by the Seller to the Purchaser of vacant property located south of Beal City Road, Mt. Pleasant, Michigan 48858 and legally described in Attachment A to this Agreement (“Property”), the Seller shall have no liability or exposure to Purchaser with respect to any environmental remediation required on the Property. The Purchaser is accepting the Property in its “as is” condition with full liability therefor. Seller and the Purchaser agree as follows:

(a) Purchaser shall, at its sole expense, be responsible for and pay the cost of investigation, repairs, and modifications as are necessary to assure that the Property is safe and appropriate for its intended uses; that the Property complies with all applicable building codes or other applicable laws or regulations; and that the Property is not in violation of any federal, state, or local laws, regulations, or orders pertaining to the environment or use of the Property.

(b) Purchaser shall not look to and shall indemnify and hold harmless the Seller or its successors or assigns, including without limitation actual attorneys’ fees incurred by the Seller or its successors or assigns, for any reimbursement, apportionment, or contribution with respect to the liability assumed, and expenditures incurred by Purchaser pursuant to Paragraph (a) above by reason of the existence of any hazardous waste or which may be assessed as response costs or investigative costs by any governmental agency, whether such right be pursuant to common law or statute.

(c) The provisions of this Agreement shall, in the case any one or more of the same is deemed to be unenforceable, be severable, meaning that the unenforceability of any given provisions shall not affect the enforceability of the remaining provisions.

(d) This Agreement shall inure to the benefit and be binding upon the Purchaser and its successors and assigns, including any party to whom any of the Property is conveyed or leased in whole or in part by the Purchaser.

(e) The provisions of subparagraphs (a) through (d), above, shall survive closing. This Agreement shall be signed and acknowledged by the Purchaser and the Seller, and recorded by the Seller, at Purchaser's expense, with the Isabella County, Michigan, Register of Deeds.

SELLER:

**BEAL CITY PUBLIC SCHOOLS,
a Michigan general powers school district**

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

Printed Name: William Chilman

Its: Superintendent

Dated: _____, 2023

The foregoing was acknowledged before me in _____, County, Michigan, this day of _____, 2023, by William Chilman, Superintendent, Beal City Public Schools, a Michigan general powers school district.

_____(signature)

_____(printed)

Notary Public, _____ County, Michigan

My Commission Expires: _____

Acting in the County of: _____

PURCHASER:

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

Printed Name: _____

Its: _____

Dated: _____, 2023

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

_____ (signature)

_____ (printed)

Notary Public, _____ County, Michigan

My Commission Expires: _____

Acting in the County of _____

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

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

Attachment A to Transfer of Liability Agreement:

Legal Description of Property

Vacant real property located south of Beal City Road, Mt. Pleasant, Michigan 48858 and legally described as follows:

[Insert Legal Description From Title Work]

(the “Property”), which is Parcel No. 11-028-20-021-02.