

Notice of Conditions of the Bid and Sale of Property
Jonesville Community Schools
Hillsdale County, Michigan

Sealed bids will be accepted by the Board of Education for the sale of a former educational support building/gymnasium, located at 140 Concord Road in the City of Jonesville, Hillsdale County, Michigan (Parcel No. 21-034-300-016-34-5-3) (the "Property").

The conditions of bid are as follows:

1. Bids must be received for the Property at the District's administrative offices on or before 4:00 p.m., Friday, October 28th, 2022, at 115 East Street, Jonesville, Michigan 49250, at which time the bids will be opened and read.
2. A certified or cashier's check in the amount of One Thousand and 00/100 Dollars (\$1,000.00) shall accompany any bid and shall be forfeited as liquidated damages if said bid is accepted and the bidder fails to enter into the Purchase Agreement. The deposit amount will be credited to the purchase price at closing of the sale of the Property to the successful bidder. The deposit amount will be returned to all unsuccessful bidders within five (5) days from the date that the District has accepted a bid for the Property.
3. A walk through inspection of the Property, including the building, will take place at ___8:00___ a.m. and 3:00 p.m. on _____October 13th, 2022. Other walkthroughs will be done by appointment only.
4. The minimum bid for the Property is **Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00).**
5. The Board of Education expressly reserves the right to reject any or all bids and to accept the bid that the Board of Education, at its sole discretion, determines best serves the interests of the District.

The conditions of the sale are as follows:

1. The Property will be sold “as is” and the Purchaser shall indemnify, release and hold harmless the District from any liability with regard to the Property, including environmental contamination.
2. The Purchaser shall sign the attached Purchase Agreement within seven (7) calendar days from the date that the Purchaser is notified of the Purchaser’s successful bid. *See enclosed.*
3. If the Purchaser plans to use the Property for purposes other than those currently permitted in the Property’s zoning district, the Purchaser shall have ninety (90) days from the time the bid is accepted to obtain all relevant permits from the City, including without limitation, a special land use permit or approved rezoning petition.
4. The Board of Education will meet on Monday, November 14th, 2022, at the District’s administrative offices at 6:00 p.m., for the purpose of reviewing and awarding or rejecting the bids.
5. The Purchaser shall be responsible for all costs incurred at the closing.
6. Any inquiries shall be directed to Erik Weatherwax, Superintendent, during regular business hours at the District’s administrative offices, 115 East Street, Jonesville, Michigan, Telephone No. (517) 849-9075.

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made and entered into this _____ day of _____, 2022 ("Effective Date"), by and between **JONESVILLE COMMUNITY SCHOOLS**, a Michigan general powers school district organized and operating under the provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 115 East _____ Street, Jonesville, Michigan 49250 ("Seller"), and _____, whose address is _____ ("Purchaser"), for the transfer of real property located at 140 Concord Road within the City of Jonesville, County of Hillsdale, Michigan, consisting of approximately 2.29 acres.

I. Property Transferred. The Purchaser shall purchase and receive and the Seller shall sell the property legally described in Exhibit "A" and the building(s) thereon and, if any, all easements and all other interests and rights of the Seller which are appurtenant to the real estate, including, but not limited to, all right, title, and interest, if any, of the Seller in and to any land lying in street, road, or avenue in front of, within, or adjacent to, or adjoining such land (collectively, the "Property").

II. Purchase Price. The Property shall be purchased for the sum of _____ and 00/100 Dollars (\$_____.00) (the "Purchase Price"). The Purchase Price shall be paid in certified funds at Closing.

III. Deposit. The Seller and the Purchaser acknowledge and agree that a deposit of One Thousand and 00/100 Dollars (\$1,000.00) (the "Deposit") has been provided by the Purchaser to the Seller and shall be credited to the Purchase Price at Closing.

IV. Closing. The Closing of the sale described herein 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, as required above. Closing shall be held not later than _____, unless the parties agree in writing to another date (the "Closing"). The Purchaser shall take possession of the Property upon closing.

V. Evidence of Title. The Purchaser shall, as soon as practical and in any event within thirty (30) days from the Effective Date of this Agreement, obtain a commitment for an owner's policy of title insurance in an amount to be determined by the Purchaser. The title company is the _____ (the "Title Company"). Within five (5) days of receipt of the commitment for title insurance, the Purchaser shall notify the Seller of any restrictions, reservations, limitations, easements, liens and other conditions of record (together the "Title Defects"), disclosed in such commitment all Title Defects which would interfere with Purchaser's proposed use of the Property and are therefore objectionable to the Purchaser. Should the Purchaser notify the Seller of any such Title Defects, the Seller shall have until Closing to cure or remove the same. If such Title Defects are not cured by Closing, the Purchaser may, at the Purchaser's option, terminate this Agreement, or alternatively, set a date with the Seller to extend the closing date to a mutually agreed upon closing date so as to provide the

Seller with an additional opportunity to cure said Title Defects. In the event such Title Defects are not cured by the closing date, or any extension thereof, and the Purchaser elects not to waive its title objections, the Agreement shall be terminated, the Deposit shall be returned to the Purchaser, and neither Party shall have any further obligations with regards to this Agreement.

VI. Survey. During the Inspection Period, as defined below, the Purchaser may obtain, at its sole expense, a survey of the Property (the "Survey"). The Survey, if obtained, shall be certified to the Seller, the Purchaser, and the Title Company. If the Purchaser objects in writing as to the condition of the Survey during the Inspection Period, the Seller shall have ten (10) days after receipt of notification of such objections, or such greater period of time as may be mutually agreed in writing between the Seller and the Purchaser (the "Cure Period") within which the Seller may (but shall not be required to) cure or remove each such objection or obtain title insurance against such objection in a manner acceptable to the Purchaser. If the Seller fails to either cure or remove an objection or obtain such title insurance with respect to the Property to the sole satisfaction of the Purchaser prior to the expiration of the Cure Period, the Purchaser may terminate this Agreement, the Deposit shall be returned to the Purchaser, and the Parties shall have no further rights or obligations under this Agreement. Alternatively, the Purchaser may waive such objection and accept the condition of such title to the Property as set forth in the Survey without any reduction in the Purchase Price. The failure of the Purchaser to send written notice of the exercise of the election available to the Purchaser to terminate this Agreement shall be deemed an election by the Purchaser to waive the Purchaser's objections with respect to the Survey of the Property.

VII. Inspections; Tests and Zoning Approvals. The Purchaser shall have the right and license to enter upon the Property, upon reasonable advance notice to the Seller, for the purposes of making any and all surveys, appraisals, explorations, soil tests, inspections, environmental reports, wetlands and flood plain evaluations, water and perk tests, mechanical and electrical system inspections and the like, and zoning and rezoning approvals, all of which inspections and approvals shall be completed within ninety (90) days from the Effective Date of this Agreement (the "Inspection Period"). The Purchaser shall then have ten (10) days thereafter to determine whether it is satisfied with the condition of the Property. In the event that the Purchaser is not satisfied with the condition of the Property or has not obtained all necessary zoning approvals and so notifies the Seller as set forth herein, the Agreement shall terminate, the Deposit shall be returned to the Purchaser, and except as provided below, neither Party shall have any further obligations with regards to this Agreement.

VIII. Environmental Testing. Purchaser will indemnify and hold harmless the Seller from any claims, damages, or causes of action which might occur as a result of Purchaser's activities on the Property during the Inspection Period and the Purchaser shall restore the Property to the existing condition before said test or investigations were conducted. The Purchaser shall ensure that any environmental testing is performed in a manner that does not unreasonably interfere with school operations.

IX. Warranty Deed. At the Closing, the Seller shall deliver to the Purchaser a Warranty Deed, subject to any and all easements, covenants, and restrictions. The Warranty Deed

shall transfer all permitted land divisions under the Land Division Act, PA 288 of 1967, as amended.

X. Closing Costs. The Seller shall pay the transfer tax (if any) and any attorneys' fees incurred by the Seller. At the Closing, the Purchaser shall pay the costs of the title policy, the recording fees for the Deed of Easement and the Warranty Deed, attorneys' fees incurred on behalf of the Purchaser, and any inspection costs initiated by the Purchaser. Also at the Closing, the Purchaser shall pay for the closing costs required by the title company to close this transaction.

XI. Environmental Matters. It is the intention and agreement of the Seller and the Purchaser that following the conveyance of the Property to the Purchaser, the Seller shall have no liability or exposure with respect to any environmental remediation required on the Property or with respect to claims of third parties arising out of or based upon exposure, occurring subsequent to such conveyance, to hazardous substances or other conditions in or about the Property, and as stated above, the Purchaser is accepting the Property in its "as is" condition with full liability therefor. The Seller and the Purchaser agree, if a conveyance of the Property occurs, as follows:

- (a) The Purchaser shall, at its sole expense, be responsible for and pay the cost of and indemnify the Seller, including payment of the Seller's actual attorneys' fees, any and all environmental assessments and remedial actions, if any, required after conveyance pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980 (as amended), Act 451 of the Michigan Public Acts of 1994, as amended, or any and all other applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, and guidelines (including consent decrees and administrative orders) relating to public health and safety and the protection of the environment.
- (b) The Purchaser further agrees that it shall, at its sole expense, defend against any claims asserted by third parties and indemnify the Seller, including payment of the Seller's actual attorneys' fees from any exposure in and about the Property after the date of closing to any hazardous waste as defined in Section 11103(3) of Act 1994 PA 451, as amended, or as defined in any other applicable federal or state law, regulation, ruling, order, or as a result of any other allegedly dangerous conditions known or unknown existing in and about the Property as of the date of conveyance to the Purchaser.
- (c) The provisions of this paragraph 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 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 the closing.

XII. Time of Essence. Time is of the essence with respect to all dates and times set forth in this Agreement.

XIII. Taxes. The Seller shall pay all real property taxes, if any, on the Property prior to the date of closing. The Purchaser shall be responsible for all real property taxes on the Property which become due on or after the date of closing.

XIV. Special Assessments. Special assessments which are or become a lien on the Property before the date of closing shall be paid by the Seller. Special assessments which become a lien on the Property on or after the closing date shall be paid by the Purchaser.

XV. Disclaimer of Warranties. AT CLOSING, THE 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. THE PURCHASER WILL EXECUTE THE PURCHASER'S STATEMENT THAT IS ATTACHED AS EXHIBIT "B" (THE "PURCHASER'S STATEMENT"). THE PURCHASER'S STATEMENT CONFIRMS IN WRITING THAT THE 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. THE PURCHASER'S STATEMENT ALSO PROVIDES THAT THE SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND WITH REGARD TO THE PROPERTY.

XVI. Attorney's Opinion. The Purchaser acknowledges that the Seller has recommended that the Purchaser retain an attorney to pass on the marketability of the title to the Property and to review the details of the sale before the Closing.

XVII. Notices. All notices required or given under this Agreement shall be in writing and either delivered personally or mailed by regular mail addressed to the parties at their addresses specified above. Mailed notices shall be effective upon mailing.

XVIII. 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 transactions herein contemplated. Each party acknowledges that no representation, inducement, or condition not set forth herein has been made or relied upon by either party. This Agreement may be amended or modified only by a document in writing executed by each of the parties named above.

XIX. Successors and Assigns. This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.

XX. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

XXI. 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.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have signed and delivered this Purchase Agreement on the last date set forth below.

SELLER:

**JONESVILLE COMMUNITY SCHOOLS,
a Michigan general powers school district**

By: _____

Erik Weatherwax

Its: Superintendent of Schools

Dated: _____

PURCHASER:

_____,
a _____

By: _____

Its: _____

Dated: _____

EXHIBIT "A"

Real property located at 140 Concord Road within the City of Jonesville, County of Hillsdale, Michigan, and legally described as follows:

COM 759.97 FT S OF W1/4 PST TH N 88 DEG 39 MIN 30 SEC E 528 FT TH S 05 DEG 07 MIN 32 SEC E 247.5 FT TH S 88 DEG 39 MIN 30 SEC W 528 FT TO W SEC LN TH N 247.5 FT TO POB EXC COM W1/4 COR SEC TH S ALG W SEC LN 1007.47 FT TO POB TH N 88 DEG 43 MIN 21 SEC E 270 FT TH N 114 FT TH S 88 DEG 43 MIN 21 SEC W 270 FT TO SD W LN TH S ALG SD W LN 114 FT TO POB SEC 34 T5S R3W 2.29 A M/L CITY OF JONESVILLE.

Tax Parcel No. 21-034-300-016-34-5-3

EXHIBIT "B"

PURCHASER'S STATEMENT

_____, a _____, whose address is _____ (the "Purchaser"), is purchasing from **JONESVILLE COMMUNITY SCHOOLS**, a Michigan general powers school district organized and operating under the provisions of the Revised School Code, MCL 380.601, *et seq.*, as amended, whose address is 115 East Street, Jonesville, Michigan 49250 (the "Seller"), real property located at 140 Concord Road within the City of Jonesville, County of Hillsdale, Michigan, and legally described as follows:

COM 759.97 FT S OF W1/4 PST TH N 88 DEG 39 MIN 30 SEC E 528 FT TH S 05 DEG 07 MIN 32 SEC E 247.5 FT TH S 88 DEG 39 MIN 30 SEC W 528 FT TO W SEC LN TH N 247.5 FT TO POB EXC COM W1/4 COR SEC TH S ALG W SEC LN 1007.47 FT TO POB TH N 88 DEG 43 MIN 21 SEC E 270 FT TH N 114 FT TH S 88 DEG 43 MIN 21 SEC W 270 FT TO SD W LN TH S ALG SD W LN 114 FT TO POB SEC 34 T5S R3W 2.29 A M/L CITY OF JONESVILLE.

Tax Parcel No. 21-034-300-016-34-5-3 (the "Property").

The Purchaser confirms, acknowledges, and agrees that:

- (1) The Purchaser confirms that 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 Purchaser confirms there are no other or additional written or oral understandings and that the Seller disclaims any and all warranties of any kind with regards to the Property.

PURCHASER:

_____,
a _____

By: _____

Its: _____

Dated: _____