

## REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (“**Agreement**”) is entered into as of March \_\_\_, 2026 (the “**Effective Date**”), by and between Kent Intermediate School District, a Michigan Intermediate School District, of 2930 Knapp Ave NE, Grand Rapids, Michigan 49345 (“**Seller**”) and The Land Conservancy of West Michigan, a Michigan non-profit corporation, of 237 Steele St. NW, Suite A, Grand Rapids, Michigan 49534 (“**Purchaser**”). Seller and Purchaser shall each be referred to as a “**Party**” or collectively be referred to herein as the “**Parties**.”

### RECITALS

- A. Seller owns the real property located in Tyrone Township, Sections 13 and 14, Kent City, Michigan 49330, and more particularly legally described on **Exhibit A** attached to this Agreement, together with all improvements, fixtures, easements, division rights, bonus division rights, redivision rights, hereditaments and appurtenances associated with that real estate (collectively, the “**Property**”).
- B. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, on the terms and subject to the conditions set forth in this Agreement, the Property. The transaction provided for in this Agreement is sometimes referred to as the “**Transaction**.”

NOW, THEREFORE, Seller and Purchaser agree as follows:

### Sale of Real Property

1. **Purpose.** Seller shall convey the Property to Purchaser. The Property will be purchased for the sum of One Thousand and 00/100 Dollars (\$1,000.00). The Purchase Price will be paid in certified funds at Closing. It is acknowledged as additional consideration that this sale of Property relieves the Seller of continued operating expenses and is fully intended to represent a fair exchange of value. Further, Purchaser shall utilize the Property for conservation purposes open to the public for educational and/or recreational use. Such uses include, but are not limited to, low-impact, nondestructive activities such as hiking, bird watching, cross-country skiing, or snowshoeing. Purchaser will have the right to retain the use of Howard Christensen’s name within the name of the Property.

### Title, Inspection, and Demolition

2. **Title.** Seller agrees to convey good and marketable title to the Property to Purchaser by a warranty deed (“**Deed**”), subject to: any matter acceptable to Purchaser and disclosed by the Title Commitment (defined below); and any matter that would be shown by an accurate land title survey prepared in accordance with the latest standards approved by the American Land Title Association and the National Society of Professional Surveyors (collectively, the “**Permitted Exceptions**”). Purchaser has obtained a commitment (“**Title Commitment**”) for

the Property from Chicago Title Insurance Company dated June 18, 2025, No. 411257359CML. Purchaser shall bear the cost of any title insurance purchased in connection with the Transaction.

3. **Right of Entry and Inspections.** Purchaser and its duly authorized agents and invitees may enter upon the Property at reasonable times prior to Closing for all reasonable purposes related to this Transaction. Grantee and its duly authorized agents shall also have the right to inspect the Property and any improvements on the Property and conduct physical and environmental inspections and assessments of the Property at any time prior to Closing (and to update those inspections and assessments, as circumstances may require). Such inspections shall be conducted at reasonable times and in a manner that does not unreasonably interfere with use and enjoyment of the Property by Seller. Based upon the results of said inspections and assessments, Purchaser may, in its sole discretion at any time prior to Closing, elect to a) decline to accept the Property, in which case this Agreement shall terminate, b) require Seller to correct problems revealed by the inspections and/or assessments, or c) pursue any other remedy available under this Agreement.

4. **Survey.** Purchaser may, at its sole expense and discretion, have a survey of the Property and a complete legal description prepared prior to Closing. The cost of the survey shall be paid by the Purchaser.

5. **Environmental Matters.** Purchaser may, at its sole expense and discretion, conduct an environmental assessment of the Property, including the procurement and analysis of samples of soil, groundwater or any other environmental medium, and any other material located on the Property. Seller shall provide reasonable access and information to Purchaser and otherwise reasonably cooperate with Purchaser in the environmental assessment. It is the intention and agreement of the Parties 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 the Purchaser is accepting the Property in its “as is” condition with full liability therefor.

6. **Demolition of Improvements.** Upon written notice from Purchaser, Seller shall, at its expense, demolish and remove some or all of the existing structures on the Property described in **Exhibit B** attached to this Agreement (the “**Improvements**”) prior to Closing, to the extent elected by Purchaser. Demolition shall include removal of building materials and utilities and earth work to restore the grade of the area. Prior to demolition commencement, Purchaser shall confirm in writing to Seller an intent to proceed to Closing based upon the results of any inspections and assessments.

(a) Demolition shall include removal of all above and below grade building materials, footings, underground tanks, hazardous materials, and utilities serving the Improvements; proper capping or disconnection of any utility lines; and earth work sufficient to restore the site to a stable, graded condition reasonably consistent with the surrounding areas (without any re-seeding). All demolition and site restoration shall be performed in accordance with applicable laws and regulations.

(b) Seller shall not commence demolition until Purchaser has provided written confirmation of its intent to proceed to Closing, based on satisfactory completion of inspections, assessments, and other due diligence provided for in this Agreement and, in that case, only as to those buildings and structures elected to be demolished by Purchaser.

(c) Seller shall be solely responsible for all costs, permits, and liabilities associated with the demolition and site restoration, and shall indemnify and hold harmless Purchaser from any claims, liabilities, and damages arising from such work, which obligation shall survive Closing.

7. **Representations and Warranties.** Seller hereby represents and warrants to Purchaser as of the Effective Date and as of the Closing Date, and such representations and warranties shall survive Closing, that:

(a) Seller is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization, has full right, power, and authority to execute, deliver, and perform this Agreement and to consummate the sale of the Property as contemplated hereby, that all necessary action has authorized the execution, delivery, and performance of this Agreement by Seller, and that this Agreement constitutes the legal, valid, and binding obligation of Seller;

(b) Seller is the fee simple owner of the Property with capacity to convey good and marketable title to the Property to Purchaser at Closing, subject only to the Permitted Exceptions, and the execution, delivery, and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby do not and will not conflict with, result in a violation of, or constitute a default under any organizational documents of Seller, any applicable law, or any contract or instrument to which Seller is a party or by which Seller or the Property is bound;

(c) Seller has not and will not voluntarily place, create, grant, or permit any lien, encumbrance, easement, restriction, option, right of first refusal, license, lease, occupancy right, or other adverse interest affecting the Property, other than stated in the Permitted Exceptions; and

(d) Seller has not received written notice of, and there is no, pending or threatened litigation, claim, arbitration, administrative proceeding, or governmental investigation against Seller relating to the Property, nor has Seller received any written notice of violation, citation, order, or other written communication from any governmental authority alleging a violation of law, ordinance, code, permit, or other legal requirement with respect to the Property.

To the extent permitted by law, given Seller's status as a public body and more specifically a Michigan Intermediate School District, Seller shall indemnify, defend, and hold harmless the Purchaser Parties from and against any and all Claims (as defined below) to the extent arising out of (1) Seller's breach of this Agreement (including any representations and warranties) or of any

closing deliverable, and (2) the acts or omissions of any Seller Party, or Claims arising in connection with time periods prior to Closing (including claims related to personal injuries and damage to property). For purposes of this Agreement, (i) the term "Claims" is limited to mean any and all personal injury claims, demands, causes of action, suits, losses, liabilities, judgments, damages, costs, and expenses (including reasonable attorneys' fees and court costs) that arose before Closing, and (ii) "Seller Parties" means Seller and its affiliates and their respective directors, officers, employees, members, partners, agents, and contractors, and "Purchaser Parties" means Purchaser and its affiliates and their respective directors, officers, employees, members, partners, agents, and contractors.

### Closing

8. **Closing.** The closing ("Closing") shall take place after all contingencies have been satisfied and all the necessary documents have been prepared on a date ("**Closing Date**") and at a location mutually agreed upon by Seller and Purchaser on at least five (5) business days' advance notice, but no later than January 31, 2027. At the Closing:

(a) Seller shall execute and deliver to Purchaser the Deed, which shall be subject to the Permitted Exceptions and in the form attached hereto as **Exhibit C**;

(b) Purchaser shall pay the recording fee for the Deed and any associated transfer taxes;

(c) Purchaser shall pay the cost of the Owner's Policy of Title Insurance;

(c) Each Party shall sign a closing statement setting forth the Transaction and shall sign all other documents that may be reasonably necessary to evidence the Transaction and to provide for an Owner's Policy of Title Insurance to be delivered subject only to the Permitted Exceptions;

(d) Each Party shall be responsible for its own attorney fees;

(e) Purchaser shall pay any closing or escrow fee charged by a title company closing the transaction;

(f) Seller shall provide evidence of termination of all leases related to the Property.

9. **Possession; Personal Property.** Purchaser shall have possession of the Property immediately following the Closing free and clear of all tenants. All tangible personal property on the Property as of the date hereof and at Closing is deemed to have been contributed to Purchaser (e.g. docks, picnic tables) and to have no value except those items appended as **Exhibit D**.

10. **Property Taxes and Assessments.** Seller shall pay all real estate property taxes and special assessments, whether or not payable in installments or deferrable without penalty or interest to a later date, with respect to the Property that first become due and payable (or in the

case of special assessments, a lien on the Property) on or before the Closing Date, prorated as provided below. Taxes and assessments shall be prorated to the Closing Date on a calendar year basis for the twelve (12) month period constituting the year in which they first are billed and become due and payable. Purchaser shall be responsible for all other taxes and assessments.

### **Miscellaneous**

11. **No Representations or Warranties by Seller as to the Property.** Except as stated in Paragraph 7 and Seller's obligations in this Agreement, Seller makes no representation or warranty of any nature whatsoever, express or implied, with respect to the Property, and expressly revokes, releases, and negates any representation or warranty, whether made now or in the future, including, without limitation, any representation or warranty concerning: the nature, quality, construction, or condition of the Property; utility access to the Property; the suitability of the Property for any specific purpose or use; the compliance of the Property with any law, statute, regulation, rule or ordinance affecting the same; any and all express or implied representations or warranties pertaining to any environmental, geological, structural or other condition or hazard or the absence thereof affecting in any manner the Property; and any and all other express or implied representations or warranties by Seller or any Seller Party.

12. **Condemnation; Fire; Other Casualty.** Seller shall promptly notify Purchaser of any impending or actual condemnation proceedings against the Property or any portion of the Property of which Seller has actual notice or any fire or other casualty to the Property. Following any one of these events, Purchaser may elect, in its sole discretion, to take the Property at Closing in its then-current condition and shall be entitled to receive all of the condemnation or insurance proceeds attributable to the Property payable as a result of the condemnation or damage.

13. **Notices.** All notices permitted or required to be given hereunder shall be in writing and sent by a nationally recognized overnight courier service (such as Federal Express) or hand delivered, addressed as set forth in the first paragraph of this Agreement, or to such other address or addresses as the parties may designate from time to time by notice given in accordance with this section. Any such notice shall be deemed given on the date of such sending or hand delivery, as the case may be.

14. **Assignment, Successors.** This Agreement shall be binding upon and inure to the benefit of the Seller and its successors and assigns. Notwithstanding any other provision of this Agreement, Purchaser shall not be permitted to assign its interest hereunder, in whole or in part, without Seller's consent, which consent Seller may not unreasonably withhold.

15. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures.

16. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties regarding the subject matter of this Agreement and replaces all prior and contemporaneous

agreements, understandings, warranties, or representations, whether written or verbal. The exhibit(s) attached hereto are incorporated into and are part of this Agreement. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

17. **Waiver.** No waiver of any provision or condition of this Agreement by any Party shall be valid unless in writing, signed by such Party. No failure or delay by a Party to this Agreement to exercise any right, power or remedy under this Agreement, and no course of dealing among the Parties to this Agreement, shall operate as a waiver of any right, power, or remedy of the Party.

18. **Severability.** If any portion of this Agreement is finally adjudicated invalid or unenforceable, in whole or in part, or shall cause this Agreement to be unenforceable, in whole or in part, such provision shall be limited to the extent necessary to render the same and the remainder of this Agreement valid and enforceable, or shall be excised from this Agreement, as circumstances require, to preserve the validity and enforceability of the remainder of this Agreement.

19. **Amendment.** This Agreement may be amended only by a written instrument subsequently executed by Seller and Purchaser expressly stating the intention to amend this Agreement.

20. **Interpretation.** Each Party to this Agreement acknowledges and agrees that: (a) such Party and the Party's counsel have reviewed and negotiated, or have had the opportunity to review and negotiate, the terms and provisions of this Agreement and have contributed to its review and revision; (b) any rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be used to interpret this Agreement; and (c) the terms and provisions of this Agreement shall be construed fairly as to all Parties to this Agreement and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement. The headings and captions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions of this Agreement.

21. **Time of the Essence.** Time is of the essence of this Agreement. If the date for Closing, for the delivery of a document, or for giving of a notice, falls on a Saturday, Sunday, or bank holiday, then it shall be automatically deferred to the next day that is not a Saturday, Sunday, or bank holiday.

22. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any rights or obligations except between the Parties to this Agreement, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.

23. **Exclusivity.** From and after the Effective Date, Seller shall not, directly or indirectly, solicit, initiate, encourage, or accept any inquiries, offers, or proposals from, or furnish any non-public information to, or enter into, continue, or participate in any discussions or negotiations with, any person or entity (other than Purchaser) concerning any sale, transfer, option,

right of first refusal, lease, license, easement, mortgage, grant of an encumbrance, or other disposition of, or agreement affecting title to, the Property or any portion thereof.

This Agreement is effective as of the Effective Date set forth above.

**SELLER:**

**Kent Intermediate School District, a  
Michigan Intermediate School District**

\_\_\_\_\_,  
Ron Gorman, Superintendent

**PURCHASER:**

**The Land Conservancy of West  
Michigan, a Michigan nonprofit  
corporation**

\_\_\_\_\_  
Kim Karn, Executive Director

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

Land Situated in the State of Michigan, County of Kent, Township of Tyrone.

Parcel 1:

The South 1/2 of the Northwest 1/4, Section 13, Town 10 North, Range 12 West, Tyrone Township, Kent County, Michigan, except that part described as: Commencing at the Northwest corner thereof; thence South 0 degrees 00 minutes along the West Section line 842.7 feet; thence South 88 degrees 47 minutes East 600.0 feet; thence North 0 degrees 00 minutes 442.7 feet; thence South 88 degrees 47 minutes East 2062.47 feet to the North-South 1/4 line; thence North 0 degrees 16 minutes West along the North-South 1/4 line 400.0 feet to the North 1/8 line; thence North 88 degrees 47 minutes West 2660.57 feet to the place of beginning.

Parcel 2:

That part of the Southeast 1/4 of the Northeast 1/4, Section 14, Town 10 North, Range 12 West, Tyrone Township, Kent County, Michigan, lying Southeasterly of the centerline of Red Pine Drive.

Parcel 3:

All that part of the Northwest 1/4; Section 13, Town 10 North, Range 12 West, Tyrone Township, Kent County, Michigan, described as following:

Commencing at a point on the West line of Section 13, South 0 degrees 00 minutes 1348.3 feet South of the Northwest corner of said Section, this point being the Northwest corner of the Southwest 1/4, Northwest 1/4 of Section 13; thence South 88 degrees 47 minutes East 2660.57 feet to the Northeast corner of the Southeast 1/4, Northwest 1/4, Section 13; thence South 0 degrees 16 minutes East 400.0 feet along the North and South 1/4 line; thence North 88 degrees 47 minutes West 2062.47 feet; thence South 0 degrees 00 minutes 442.7 feet; thence North 88 degrees 47 minutes West

600.0 feet to the West line of Section 13; thence North 0 degrees 00 minutes 842.7 feet to the Point of Beginning. Excluding that part lying West of the East right-of-way line of Red Pine Drive.

Parcel 4:

The East 1/2 of the Northeast 1/4 of the Northwest 1/4, except the East 10 acres and except the North 1/2 of the remainder. Also the West 1/2 of the Northeast 1/4 of the Northwest 1/4, except the West 5 acres, Section 13, Town 10 North, Range 12 West.

Parcel 5:

A parcel of land commencing 62 rods South of the Northwest corner of Section 13, Town 10 North, Range 12 West; thence South 18 rods; thence East 80 rods to the Southeast corner of the Northwest 1/4 of the Northwest 1/4; thence North 40 rods; thence West 65 rods; thence South 22 rods; thence West 15 rods to the place of beginning.

Also quit claiming the Northwest 1/4 of the Northwest 1/4 of Section 13, Town 10 North, Range 12 West, except the North 660 feet thereof and except the North 363 feet of the West 247.5 feet of the remainder.

Parcel 6:

The West 5 acres of the Northeast 1/4 of the Northwest 1/4 of Section 13, Town 10 North, Range 12 West, Tyrone Township, Kent County, Michigan.

Parcel 7:

That part of the Northeast 1/4, Northwest 1/4, of Section 13, Town 10 North, Range 12 West, Tyrone Township, Kent County, Michigan described as commencing at the North 1/4 corner of said Section 13; thence North 88 degrees 46 minutes West 325.04 feet along the North line of said Section 13; thence South 0 degrees 27 minutes 54 seconds East 670.23 feet along the West line of the East 10.0 acres of said Northeast 1/4, Northwest 1/4, to the place of beginning for this description; thence continuing South 0 degrees 27 minutes 54 seconds East 670.23 feet along said West line; thence South 88 degrees 40 minutes East 162.54 feet along the South line of said Northeast 1/4, Northwest 1/4; thence North 0 degrees 27 minutes 54 seconds West 670.37 feet along the East line of the West 5.0 acres of the East 10.0 acres of said Northeast 1/4, Northwest 1/4; thence North 88 degrees 43 minutes West 162.54 feet to the place of beginning.

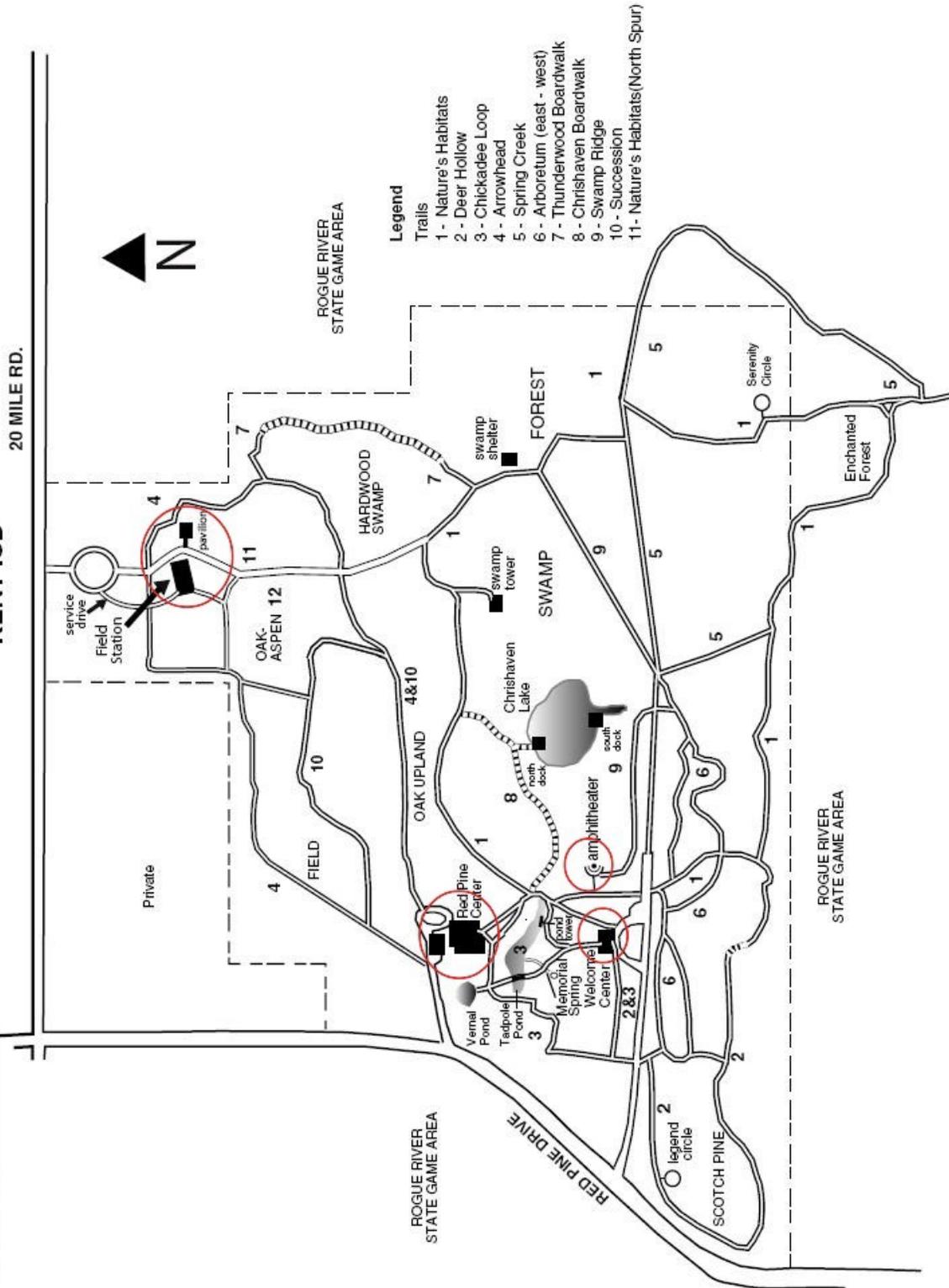
Property Address: 16190 Red Pine Dr. NW, Kent City, Michigan  
Permanent Parcel Nos. 41-01-13-101-031

# EXHIBIT B

## IMPROVEMENTS TO BE DEMOLISHED

Structures to be demolished are circled in red.

### HOWARD CHRISTENSEN NATURE CENTER KENT ISD



## EXHIBIT C

### WARRANTY DEED

**KENT INTERMEDIATE SCHOOL DISTRICT**, a Michigan Intermediate School District organized and operating under the provisions of the Revised School Code, MCL 380.601, et seq., as amended, whose address is 2930 Knapp Street, Grand Rapids, MI 49525 (“Grantor”) hereby conveys and warrants to **THE LAND CONSERVANCY OF WEST MICHIGAN**, a Michigan non-profit corporation, whose address is 237 Steele Street NW, Suite A, Grand Rapids, MI 49534 (“Grantee”), the real property located in the Township of Tyrone, County of Kent, Michigan, which is legally described in Exhibit “1” (Tax Parcel No. 41-01-13-101-031) (the “Property”).

For the consideration of One Thousand and 00/100 Dollars (\$1,000.00) paid to the Grantor.

Grantee shall use the Property for educational and/or recreational use (the “Use Restriction”). Such uses include, but are not limited to, low-impact, nondestructive activities such as hiking, bird watching, cross-country skiing, or snowshoeing. If Grantee violates the Use Restriction, and such violation continues for more than 30 days after written notice from Grantor to Grantee, or wishes to convey the Property, Grantee must either return the Property to the Grantor or obtain Grantor’s prior written permission. Notwithstanding the foregoing, the Use Restriction shall only remain in effect for a period of 10 years from the date hereof (the “Restriction Period”) and, upon the expiration of the Restriction Period, the Use Restriction imposed under this paragraph shall automatically terminate, and Grantee shall hold the Property free and clear of such restrictions.

In addition, this conveyance is subject to:

- (a) building and zoning laws, ordinances, and regulations;
- (b) easements and building and use restrictions, if any;
- (c) unrecorded and recorded and existing encroachments, utility or roadway easements and rights of way; and
- (d) all other rights, restrictions, reservations, easements and other matters of record disclosed in the Commitment for Title Insurance issued by Chicago Title of Michigan, Inc., Commitment No. 411257359CML (Issue Date: June 18, 2025 at 8:00 a.m.).

The Grantor grants to the Grantee the right to make all permitted divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

This Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices that may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

This deed is exempt from the Michigan transfer tax pursuant to Section 5(h)(i) of Act 134 of the Public Acts of 1966, MCL 207.505(h), as amended and Section 6(h)(i) of Public Act 330 of 1993, MCL 207.526(h)(i), as amended.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand the day and year written below.

**GRANTOR:**

**KENT INTERMEDIATE SCHOOL DISTRICT,  
a Michigan Intermediate School District**

Dated: \_\_\_\_\_

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

Ron Gorman

Its: Superintendent

Acknowledged before me in Kent County, Michigan, on \_\_\_\_\_, by Ron Gorman, Superintendent, on behalf of Kent Intermediate School District.

\_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(printed)  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

<b>Prepared By:</b>	<b>After Recording Return To:</b>
Philip G. Clark, Esq. Thrun Law Firm, P.C. P.O. Box 2575 East Lansing, Michigan 48826-2575	Grantee

**EXHIBIT D**

**EXCLUDED PERSONAL PROPERTY**