
BOARD AGENDA ITEM

Information/Discussion _____
Future Action _____
Action X

Item: Sale of Res Con House – 2546 Orchard View Dr.

Submitted by: Kevin Philipps

Date: 7-17-2023

Recommended by: Kevin Philipps *KP*

Board Meeting Date: 7-24-2023

RECOMMENDATION:

Request that the Kent ISD Board approve the sale of 2546 Orchard View Dr. NE to James P. Heeringa per the terms of the attached purchase agreement, and also, authorize the Assistant Superintendent for Administrative Services to execute any documents necessary to conclude the sale of this home.

BACKGROUND:

The residential construction program completed the construction of 2546 Orchard View Dr. NE back in June, and the administration, with the assistance of Thrun Law, conducted a sealed bid process for potential buyers interested in the home.

One bid was submitted and reviewed. James Herringa's bid of \$388,000 was the only bid received. The bid has met all of the bidding requirements, including pre-qualification for purchase and a \$1,000 earnest deposit.

Attached is the proposed purchase agreement as well as the bid guidelines that were posted on our website advertising the sale of the home.

Kudos to the students and staff of the residential construction program, who did a fantastic job building this house. I'm sure the house will serve the future owner well for many years to come. If there are any questions regarding the bid process or recommendation, please do not hesitate to ask in advance of the meeting.

KP/kg
Attachment



BRANCH 0093
Check Number: 3479660
Account: 0001331192
Name: HEERINGA, JAMES P
Effective Date: 06/22/23
Post Date: 06/22/23
Teller: 6495
Purpose: BID
Dollar Amount: 1,000.00

Payee: KENT ISD

RE: JAMES PATRICK HEERINGA

RECEIVED BY



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Check Number: 3479660
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Name: HEERINGA, JAMES P
Effective Date: 06/22/23
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Payee: KENT ISD

RE: JAMES PATRICK HEERINGA



P.O. Box 2848
Grand Rapids, MI 49501-2848
(616) 242-9790
www.lmcu.org

74-8067/2724

00 0003479660

DATE

06/22/23

VOID 90 DAYS AFTER

CASHIER'S CHECK

Purpose: BID

ONE THOUSAND DOLLARS AND 00 CENTS DOLLARS

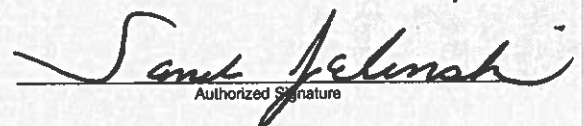
\$1,000.00

PAY
TO THE
ORDER
OF

KENT ISD

RE: JAMES PATRICK HEERINGA

LAKE MICHIGAN CREDIT UNION


Authorized Signature

⑈0003479660⑈ ⑆272480678⑆ 90000309⑈

UNIFORM BUY AND SELL AGREEMENT

Page 1 of 5

1. **BUYER'S OFFER:** 388,000.00, the Buyer(s), offer to buy THE FOLLOWING PROPERTY, located in the City of Grand Rapids, County of Kent, Michigan, commonly known as: 2546 Orchard View Drive

Legally described as: (See legal description attached as Exhibit "A").

Including oil, gas, and mineral rights, if any, subject to any existing building and use restrictions, zoning ordinances and easements, if any, for the sum of 388,000.00 and 00/100 Dollars (\$ _____).

2. **THE TERMS OF THE PURCHASE SHALL BE** as indicated by "X" below. Payment of such money shall be made in cash, certified check or bank money order.

[] CASH: The full purchase price upon execution and delivery of Warranty Deed.

3. **SURVEY REPORT:** Certified Boundary Survey ___/Mortgage Inspection Survey___ to be provided and paid for by: [] Buyer, [] Seller, ☒ Not Requested

4. **OCCUPANCY:** Seller will give occupancy as follows: Immediately after closing. Buyer shall assume all risk of loss or damage not caused by acts of Seller from date of closing.

5. **FOR VALUABLE CONSIDERATION**, Buyer gives written acceptance of this offer and agrees that this offer, when signed, will constitute a binding agreement between the Buyer and Seller and herewith deposits with Seller One Thousand and 00/100 Dollars (\$1,000.00) evidencing Buyer's good faith, said deposit will be held by Seller, and to be applied as part of the purchase price. If this offer is not accepted or title is not marketable or insurable, or if any contingency specified herein cannot be met, within time limits specified, this deposit shall be refunded forthwith. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at Seller's election or alternatively, Seller may retain such deposits as part payment of the purchase price and pursue its legal or equitable remedies hereunder against Buyer, and in case of the Seller's default by refusal to perform, the Buyer may pursue his/her/their legal or equitable remedies against the Seller.

6. **THE BUYER ACKNOWLEDGES THE FOLLOWING:**

- A. **ATTORNEY RECOMMENDED:** Buyer acknowledges that the Seller has recommended that an attorney be retained to review the marketability of title and determine that the requirements of this contract have been met.
- B. That the Seller has recommended that the Buyer obtain a mortgage inspection survey and certified boundary line survey and in the absence of same Buyer accepts the boundary lines as represented by the Seller.
- C. **BUYER ACKNOWLEDGES THAT SELLER RECOMMENDS THAT BUYER OBTAIN AN INSPECTION TO INCLUDE, BUT NOT LIMITED TO, ALL ELECTRICAL, PLUMBING, STRUCTURAL AND MECHANICAL COMPONENTS AND ANY OTHER PERTINENT INSPECTIONS. IF THE BUYER DESIRES ANY, HE SHALL OBTAIN AND PAY COSTS OF: SOIL BORING, USE PERMITS, EASEMENTS OR HEALTH DEPARTMENT APPROVAL FOR ON SITE SEPTIC SYSTEM. BUYER IS AWARE THAT BECAUSE OF POTENTIAL CONDITIONS INVOLVING WETLANDS, OR CRITICAL DUNES, IT IS POSSIBLE THAT FEDERAL, STATE OR LOCAL GOVERNMENTAL APPROVAL MAY BE REQUIRED BEFORE EXCAVATION OR CONSTRUCTION COMMENCES UNLESS OTHERWISE SPECIFIED.**
- D. The Seller does not warrant the condition of any fixtures, equipment or personal property being purchased by the Buyer from Seller (this includes the well (water supply) and sewer/septic system) and expressly disclaims any warranties conveying same.

Buyer(s) initials JH

Seller(s) initials _____

UNIFORM BUY AND SELL AGREEMENT

Page 2 of 5

- E. BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND IF IT AGREES TO PURCHASE THE PROPERTY AND TO ACCEPT SAME IN ITS PRESENT CONDITION, *i.e.* "AS IS", EXCEPT AS MAY OTHERWISE BE SPECIFIED HEREIN AND AGREES THAT THERE ARE NO OTHER OR ADDITIONAL WRITTEN OR ORAL UNDERSTANDINGS.
- F. BUYER'S RECEIPT: Buyer has received a copy of this Agreement.

7. THE SELLER ACKNOWLEDGES THE FOLLOWING:

- A. SELLER shall be responsible for fire and extended coverage of insurance until sale is closed.
- B. SELLER shall provide Buyer an Owner's Policy of title insurance showing marketable title in the amount of purchase price.
- C. SELLER'S RECEIPT: Seller has received a copy of this Agreement.

8. BOTH BUYER AND SELLER ACKNOWLEDGE THE FOLLOWING:

- A. Seller shall pay all sums required to fully satisfy outstanding property taxes attributable to any year(s) prior to the year of closing. Taxes billed or to be billed in the year of closing shall be prorated so that Seller shall be charged with taxes from the first of the year to the closing date and Purchaser shall be charged with taxes for the balance of the year. If official bills for taxes prorated hereunder are not yet issued, proration shall be on the basis of tax bills for the previous year (or latest millage rate multiplied by the latest SEV, whichever is more accurate). Taxes shall be deemed to be paid in advance and to cover the calendar year in which the taxes are billed.
- B. PRORATION: Assessments, condominium association fees, private road maintenance fees, other related association fees, insurance if assigned, interest on any existing land contracts, mortgages or other liens assumed by the Buyer shall be prorated to the date of closing of the sale.
- C. ALL IMPROVEMENTS AND APPURTENANCES ARE INCLUDED in the purchase price, including now in or on the property, the following: TV antenna and complete rotor equipment; carpet; lighting fixtures and their shades; drapery and curtain hardware; window shades and blinds; screens, storm windows and doors; stationary laundry tubs; water softener (unless rented); water heater; incinerator; heating and air conditioning equipment; water pump and pressure tank; built-in kitchen appliances including garbage disposal; awnings; mail box; all plantings; fence(s); all cabinets which are or give the appearance of permanent attachment to the premises.
- D. ALL DISBURSEMENTS SHALL be at time of closing in accordance with the closing statement as signed by all parties to this transaction.
- E. This Agreement constitutes the entire agreement between Buyer and Seller and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, assigns, and third parties claiming under the contract between Buyer and Seller, or by virtue of the contract between Buyer and Seller.
- F. TIME is of the essence in this Agreement.
- G. If TWO or MORE persons execute this Agreement as Buyer or Seller, their obligations hereunder shall be joint and several.
- H. IF THE CLOSING OF THE SALE is delayed by reasons of title defects which can be readily corrected, an extension of thirty (30) days shall be allowed for closing, unless otherwise agreed to in writing between Buyer and Seller.
- I. IF THE SALE isn't closed according to the terms, the Seller shall notify Buyer of Seller's intended disposition of earnest deposit, and, unless Seller is notified of a court action pending concerning the sale of such real property or disposition of earnest money within ten (10) days, all parties shall be deemed to have agreed to the disposition of the earnest money deposit.
- J. If water bills, sewer bills, and/or both are assessed, both parties agree the final meter reading will be made at the closing, prorated to the agreed upon possession date, and an estimate of Seller's portion will be held in escrow by Seller to pay these assessments.
- K. Both parties agree that the Seller is to be reimbursed for fuel oil, LP gas or wood (if remaining) and will be prorated to date of possession if not otherwise specified. Seller will pay any service charges if required to determine remaining fuel levels.

Buyer(s) initials JH

Seller(s) initials _____

UNIFORM BUY AND SELL AGREEMENT

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L. TITLE COMPANY CLOSING FEE TO BE SHARED EQUALLY BY BUYER/SELLER.

9. **SELLER PAYS COSTS OF:**

Transfer Fee on Deed, if any; all costs required and necessary to clear title; accumulated interest on any existing indebtedness; Owner's Title Insurance Policy; preparation of Deed, Land Contract, Bill of Sale and/or other documents necessary to convey clear title, if required. Title company closing fee to be shared equally by Buyer/Seller, unless otherwise specified.

10. **BUYER PAYS COSTS OF:**

Transfer Fee on Mortgage Assumption; preparation of Mortgage Note, any other security instruments, except Land Contract; Mortgage Inspection Survey Report, if required; recording of Deed and/or security instruments; Attorney's Opinion and/or service on behalf of the Buyer; Mortgage closing cost as required by mortgages including appraisal and closing fees (except VA); well and septic tank, termite, plumbing, heating, wiring and structural inspections if required by F.H.A., V.A., or other mortgage commitments; Credit Report; Title company closing fee to be shared equally by Buyer/Seller, unless otherwise specified.

Any personal items not listed above are not included in the sale, even if previously listed as part of the listing agreement.

11. **SPECIAL CONDITIONS OF THE SALE (if any):** _____

12. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors, personal representatives and assigns of the parties hereto, and the buyer may assign his rights under this agreement, without restriction, in instances where the Seller receives cash in full payment of purchase price at the close of sale.

13. **BUYER SIGNATURE:**

a James P. Hearn

By: _____

Its: _____

Dated: 7/5/2023

14. **DEPOSIT RECEIPT:** The Seller has received from Buyer the deposit in the form of a check.

15. **SELLER'S ACCEPTANCE:** The above agreement is hereby accepted.

Buyer(s) initials JH

Seller(s) initials _____

UNIFORM BUY AND SELL AGREEMENT

Page 4 of 5

16. **SELLER'S SIGNATURE(S):**

**Kent County Intermediate School District,
a Michigan intermediate school district**

By: _____

_____ (Printed Name)

Its: _____

Date: _____

17. **BUYER'S RECEIPT AND ACCEPTANCE OF CHANGES.** Buyer has received Seller's acceptance of this agreement. If the acceptance was subject to changes, Buyer agrees to accept the changes as written and all unchanged items.

Signature _____

Date _____

Signature _____

Date _____

Buyer(s) initials SH _____

Seller(s) initials _____

UNIFORM BUY AND SELL AGREEMENT

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EXHIBIT "A"

INSERT LEGAL DESCRIPTION

Buyer(s) initials _____ / _____

Seller(s) initials _____ / _____



06/30/2023

James Heeringa
801 Aberdeen St NE
Grand Rapids, MI 49505

Dear James Heeringa,

Congratulations! We're happy to inform you that your loan application has been pre-approved for \$280,000 based on automated underwriting review of the information you have provided to Lake Michigan Credit Union (LMCU).

This pre-approval is subject to LMCU underwriting approval of the following:

- Supporting income and asset documentation
- Property appraisal and title commitment
- All other loan conditions as required by underwriting
- Mortgage insurance (if applicable)

This pre-approval is valid for 120 days from the date of your credit report.

Once we receive a fully executed purchase agreement you will have the option of locking in your interest rate as part of the application process.

Thank you for choosing Lake Michigan Credit Union for your home financing needs. If you have any questions, please feel free to contact me.

Sincerely,

Chuck Bauss
NMLS ID: #445343
Phone: (616) 308-3022
Email: chuck.bauss@lmcu.org

Your pre-approval details:

Purchase price
\$388,000

Loan amount up to
\$280,000

Down payment
\$108,000

Loan type
30-Year Fixed Rate

Loan term
30 years

Valid until
10/19/2023

Loan reference number
255103

This information is accurate as of 06/30/2023. Your pre-approval is subject to change or cancellation if your requested loan no longer meets applicable regulatory requirements.



Kent County Intermediate School District

**Bid Form for Sale of Real Property
consisting of an approximately 3,240 square foot residential house
(main floor: 1,692 square feet and lower level: 1,548 square feet)
and related real property located at 2546 Orchard View Drive
within the City of Grand Rapids, Kent County, Michigan**

Bid Amount:

\$ 388,000⁰⁰

Bidder agrees to the conditions of the sale as stated in the Notice of Conditions of the Bid and Sale of the Property and form of Purchase Agreement (as posted on the Kent County Intermediate School District's website and available at the office of Kevin Philipps –Assistant Superintendent, Administrative Services, during regular business hours).

Name of Bidder:

JAMES P HEERINGA

Address:

501 Aberdeen N.E.

City, State, & Zip Code:

GRAND RAPIDS, MI 49505

Telephone Number:

616-238-8113

**Bidder's Documentation of Pre-Qualification
of Financing:**

☒ Yes ☐ No

Chuck Bauss

6/30/2023

Signature of Representative

Date of Signature

Please send these bids to:

Kevin Philipps, Assistant Superintendent,
Administrative Services
Grand Rapids Public Schools
2930 Knapp Street, NE
Grand Rapids, Michigan 49525-4518

Bids must be received at the office of Kevin Philipps no later than 3:00 p.m. on Monday, July 10, 2023. Bids received after that time will not be accepted. All bids must be accompanied by a \$1,000.00 certified or cashier's check and shall be forfeited if a bid is accepted and the Bidder fails to close the transaction in accordance with the negotiated, final Purchase Agreement.

The Board of Education reserves the right to accept or reject any or all bids received, to extend the bid deadline, and to accept the bid which the Board, in its sole discretion, determines best serves the interests of the District.

(Notice of Conditions of the Bid and Sale of the Property)
KENT COUNTY INTERMEDIATE SCHOOL DISTRICT
Kent County, Michigan

Scaled bids will be accepted by the Board of Education of Kent County Intermediate School District (the "District") for the sale of real property consisting of an approximately 3,240 square foot house (1,692 square feet on the main floor and 1,548 square feet on the lower level) located at 2546 Orchard View Drive within the City of Grand Rapids, Kent County, Michigan (the "Property")

The conditions of the bid are:

1. Sealed bids, must be received on or before 3:00 p.m. on Monday, July 10, 2023, at the office of Kevin Philipps, Assistant Superintendent, Administrative Services, 2930 Knapp Street, NE, Grand Rapids, Michigan 49525-4518, telephone number (616) 365-2219, at which time the bids will be opened and read aloud.
2. All bid amounts must represent the bidder's final and best offer and will not be subject to modification or negotiation.
3. All bids must include a bank letter or other proof that the bidder is pre-qualified to purchase the Property in the amount of the bid.
4. A certified or cashier's check in the amount of One Thousand and 00/100 Dollars (\$1,000.00) shall accompany each bid for the Property and shall be forfeited if a Purchase Agreement is executed by both parties and the bidder fails to close the transaction in accordance with 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 ten (10) days from the date that the District has accepted a bid for the Property or has rejected all bids for the Property.
5. The minimum bid for the Property is Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00).

6. A copy of the Purchase Agreement and other documents related to the Property can be obtained on the District's website (www.kentisd.org) or at the office of Kevin Philipps, Assistant Superintendent, Administrative Services, during regular business hours. All other inquiries should be directed to Kevin Philipps.

7. The Board of Education (the "Board") may review any bids from July 10, 2023 to July 23, 2023.

8. The Board may, at its discretion, schedule bidder interviews and review and approve a winning bid at its meeting on Monday, July 24, 2023, at 4:00 p.m.

9. The Board expressly reserves the right to: (a) reject any or all bids, (b) extend the bid deadline, and (c) accept the bid which the Board, at its sole discretion, determines best serves the interests of the District.

The conditions of the sale are:

A. The Property will be sold "as-is" and other than a warranty of title, the District expressly disclaims any warranties with regard to the Property.

B. The parties will negotiate a final Purchase Agreement and the Purchaser shall sign the Purchase Agreement within ten (10) days from the date that the Board accepts the Purchaser's successful bid.

C. Following conveyance of the Property to the Purchaser, the District shall have no liability or exposure with respect to the condition of the Property. At closing, the Purchaser shall enter into an agreement with the District wherein the Purchaser releases the District from all liability arising out of the condition of the Property.

Kent County Intermediate School District

**Bid Form for Sale of Real Property
consisting of an approximately 3,240 square foot residential house
(main floor: 1,692 square feet and lower level: 1,548 square feet)
and related real property located at 2546 Orchard View Drive
within the City of Grand Rapids, Kent County, Michigan**

Bid Amount: \$ _____

Bidder agrees to the conditions of the sale as stated in the Notice of Conditions of the Bid and Sale of the Property and form of Purchase Agreement (as posted on the Kent County Intermediate School District's website and available at the office of Kevin Philipps –Assistant Superintendent, Administrative Services, during regular business hours).

Name of Bidder: _____

Address: _____

City, State, & Zip Code: _____

Telephone Number: _____

**Bidder's Documentation of Pre-Qualification
of Financing:** ☐ Yes ☐ No

Signature of Representative

Date of Signature

Please send these bids to: Kevin Philipps, Assistant Superintendent,
Administrative Services
Grand Rapids Public Schools
2930 Knapp Street, NE
Grand Rapids, Michigan 49525-4518

Bids must be received at the office of Kevin Philipps no later than 3:00 p.m. on Monday, July 10, 2023. Bids received after that time will not be accepted. All bids must be accompanied by a \$1,000.00 certified or cashier's check and shall be forfeited if a bid is accepted and the Bidder fails to close the transaction in accordance with the negotiated, final Purchase Agreement.

The Board of Education reserves the right to accept or reject any or all bids received, to extend the bid deadline, and to accept the bid which the Board, in its sole discretion, determines best serves the interests of the District.

UNIFORM BUY AND SELL AGREEMENT

Page 1 of 5

1. **BUYER'S OFFER:** _____, the Buyer(s), offer to buy THE FOLLOWING PROPERTY, located in the City of Grand Rapids, County of Kent, Michigan, commonly known as: 2546 Orchard View Drive

Legally described as: (See legal description attached as Exhibit "A").

Including oil, gas, and mineral rights, if any, subject to any existing building and use restrictions, zoning ordinances and easements, if any, for the sum of _____ and 00/100 Dollars (\$_____).

2. **THE TERMS OF THE PURCHASE SHALL BE** as indicated by "X" below. Payment of such money shall be made in cash, certified check or bank money order.

[☐] CASH: The full purchase price upon execution and delivery of Warranty Deed.

[☐] ~~OTHER:~~ _____

3. **SURVEY REPORT:** Certified Boundary Survey ___/Mortgage Inspection Survey ___ to be provided and paid for by: [☐] Buyer, [☐] Seller, [☐] Not Requested

4. **OCCUPANCY:** Seller will give occupancy as follows: Immediately after closing. Buyer shall assume all risk of loss or damage not caused by acts of Seller from date of closing.

~~Only Sellers shall occupy the property.~~

5. **FOR VALUABLE CONSIDERATION**, Buyer gives written acceptance of this offer and agrees that this offer, when signed, will constitute a binding agreement between the Buyer and Seller and herewith deposits with Seller One Thousand and 00/100 Dollars (\$1,000.00) evidencing Buyer's good faith, said deposit will be held by Seller, and to be applied as part of the purchase price. If this offer is not accepted or title is not marketable or insurable, or if any contingency specified herein cannot be met, within time limits specified, this deposit shall be refunded forthwith. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at Seller's election or alternatively, Seller may retain such deposits as part payment of the purchase price and pursue his/her/their legal or equitable remedies hereunder against Buyer, and in case of the Seller's default by refusal to perform, the Buyer may pursue his/her/their legal or equitable remedies against the Seller.

6. **THE BUYER ACKNOWLEDGES THE FOLLOWING:**

- A. **ATTORNEY RECOMMENDED:** Buyer acknowledges that the Seller has recommended that an attorney be retained to review the marketability of title and determine that the requirements of this contract have been met.
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Buyer(s) initials _____ / _____

Seller(s) initials _____ / _____

UNIFORM BUY AND SELL AGREEMENT

Page 2 of 4

- E. BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND IF IT AGREES TO PURCHASE THE PROPERTY AND TO ACCEPT SAME IN ITS PRESENT CONDITION, *i.e.* "AS IS", EXCEPT AS MAY OTHERWISE BE SPECIFIED HEREIN AND AGREES THAT THERE ARE NO OTHER OR ADDITIONAL WRITTEN OR ORAL UNDERSTANDINGS.
- F. BUYER'S RECEIPT: Buyer has received a copy of this Agreement.

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- B. PRORATION: Assessments, condominium association fees, private road maintenance fees, other related association fees, insurance if assigned, interest on any existing land contracts, mortgages or other liens assumed by the Buyer shall be prorated to the date of closing of the sale.
- C. ALL IMPROVEMENTS AND APPURTENANCES ARE INCLUDED in the purchase price, including now in or on the property, the following: TV antenna and complete rotor equipment; carpet; lighting fixtures and their shades; drapery and curtain hardware; window shades and blinds; screens, storm windows and doors; stationary laundry tubs; water softener (unless rented); water heater; incinerator; heating and air conditioning equipment; water pump and pressure tank; built-in kitchen appliances including garbage disposal; awnings; mail box; all plantings; fence(s); all cabinets which are or give the appearance of permanent attachment to the premises.
- D. ALL DISBURSEMENTS SHALL be at time of closing in accordance with the closing statement as signed by all parties to this transaction.
- E. This Agreement constitutes the entire agreement between Buyer and Seller and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, assigns, and third parties claiming under the contract between Buyer and Seller, or by virtue of the contract between Buyer and Seller.
- F. TIME is of the essence in this Agreement.
- G. If TWO or MORE persons execute this Agreement as Buyer or Seller, their obligations hereunder shall be joint and several.
- H. IF THE CLOSING OF THE SALE is delayed by reasons of title defects which can be readily corrected, ~~or if the terms of purchase is a new mortgage and the lender has issued a written commitment prior to the date of closing but is delayed in consummating the security transaction,~~ an extension of thirty (30) days shall be allowed for closing, unless otherwise agreed to in writing between Buyer and Seller.
- I. IF THE SALE isn't closed according to the terms, the Seller shall notify Buyer of Seller's intended disposition of earnest deposit, and, unless Seller is notified of a court action pending concerning the sale of such real property or disposition of earnest money within ten (10) days, all parties shall be deemed to have agreed to the disposition of the earnest money deposit.
- J. If water bills, sewer bills, and/or both are assessed, both parties agree the final meter reading will be made at the closing, prorated to the agreed upon possession date, and an estimate of Seller's portion will be held in escrow by Seller to pay these assessments.
- K. Both parties agree that the Seller is to be reimbursed for fuel oil, LP gas or wood (if remaining) and will be prorated to date of possession if not otherwise specified. Seller will pay any service charges if required to determine remaining fuel levels.

Buyer(s) initials _____ / _____

Seller(s) initials _____ / _____

UNIFORM BUY AND SELL AGREEMENT

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L. TITLE COMPANY CLOSING FEE TO BE SHARED EQUALLY BY BUYER/SELLER.

9. **SELLER PAYS COSTS OF:**

Transfer Fee on Deed, if any; all costs required and necessary to clear title; accumulated interest on any existing indebtedness; Owner's Title Insurance Policy; preparation of Deed, Land Contract, Bill of Sale and/or other documents necessary to convey clear title, if required. Title company closing fee to be shared equally by Buyer/Seller, unless otherwise specified.

10. **BUYER PAYS COSTS OF:**

Transfer Fee on Mortgage Assumption; preparation of Mortgage Note, any other security instruments, except Land Contract; Mortgage Inspection Survey Report, if required; recording of Deed and/or security instruments; Attorney's Opinion and/or service on behalf of the Buyer; Mortgage closing cost as required by mortgages including appraisal and closing fees (except VA); well and septic tank, termite, plumbing, heating, wiring and structural inspections if required by F.H.A., V.A., or other mortgage commitments; Credit Report; Title company closing fee to be shared equally by Buyer/Seller, unless otherwise specified.

Any personal items not listed above are not included in the sale, even if previously listed as part of the listing agreement.

11. **SPECIAL CONDITIONS OF THE SALE (if any):** _____

12. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors, personal representatives and assigns of the parties hereto, and the buyer may assign his rights under this agreement, without restriction, in instances where the Seller receives cash in full payment of purchase price at the close of sale.

13. **BUYER SIGNATURE:**

_____,
a _____

By: _____

Its: _____

Dated: _____

14. **DEPOSIT RECEIPT:** The Seller has received from Buyer the deposit in the form of a check.

15. **SELLER'S ACCEPTANCE:** The above agreement is hereby accepted.

Buyer(s) initials _____ / _____

Seller(s) initials _____ / _____

UNIFORM BUY AND SELL AGREEMENT

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16. **SELLER'S SIGNATURE(S):**

**Kent County Intermediate School District,
a Michigan intermediate school district**

By: _____

_____ (Printed Name)

Its: _____

Date: _____

17. **BUYER'S RECEIPT AND ACCEPTANCE OF CHANGES.** Buyer has received Seller's acceptance of this agreement. If the acceptance was subject to changes, Buyer agrees to accept the changes as written and all unchanged items.

Signature _____

Date _____

Signature _____

Date _____

Buyer(s) initials _____ / _____

Seller(s) initials _____ / _____

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EXHIBIT "A"

INSERT LEGAL DESCRIPTION

Buyer(s) initials _____ / _____

Seller(s) initials _____ / _____