

**FIRST AMENDMENT TO AGREEMENT PROVIDING FOR THE
ACQUISITION OF REAL PROPERTY AND EASEMENTS**

This First Amendment to Agreement Providing for the Acquisition of Real Property and Easements (the "First Amendment") is entered into this 11th day of April, 2023, by and between Kent Intermediate School District, a Michigan intermediate school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended ("Kent ISD"), and Knapp's Corner Drain Drainage District (the "Drainage District") for a county drain established under Chapter 20 of Public Act of 1956, as amended, under the jurisdiction of the Knapp's Corner Drain Drainage Board, and the City of Grand Rapids, a Michigan municipal corporation (the "City"). Throughout this First Amendment, Kent ISD, the Drainage District, and the City are also referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Parties entered into an Agreement Providing for the Acquisition of Real Property and Easements (the "Agreement") with an Effective Date of January 24, 2023, for the sale and purchase of real property owned by Kent ISD located within the boundaries of the City of Grand Rapids, Kent County, Michigan (the "Property"); and

WHEREAS, the Seller and the Purchaser desire to amend the Agreement upon the terms and conditions contained in this First Amendment; and

WHEREAS, except as amended by this First Amendment, the remaining terms and conditions contained in the Agreement shall remain in full force and effect.

NOW, THEREFORE, in consideration of the foregoing and mutual promises and covenants contained herein, and for good and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Extension of Due Diligence Period. The Parties agree to extend the Due Diligence Period. The Due Diligence Period will now be extended to July 31, 2023, and Paragraph 9.D. of the Agreement shall now state as follows:

D. If after consultation with their respective engineers, the City, Kent ISD and/or the Drainage District are not satisfied, as applicable, in their sole discretion, with the results of the inspections and tests or with the suitability of the Easement Area for their respective use, the exact location and legal descriptions of the Detention Property and the New Easements, and/or any potential detrimental effect of the proposed drainage improvements on the remainder of the Kent ISD Property, the City, Kent ISD and/or the Drainage District may rescind this Agreement by mailing or delivering written notice to the other Parties on or before July 31, 2023, in which case this Agreement shall be terminated, and except as provided in this Agreement, none of the Parties shall have any further obligation or liability to the other Parties.

2. Miscellaneous.

(a) Except as specifically modified herein, the Agreement shall continue in full force and effect and is hereby ratified and confirmed by this First Amendment.

(b) This First Amendment shall be construed, interpreted and enforced under the laws of the State of Michigan.

(c) This First Amendment is binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigned under the Agreement.

(d) All capitalized terms not defined in this First Amendment shall have the same meaning ascribed to those terms in the Agreement.

(e) In the event of any conflict between the terms of this First Amendment and the terms of the Agreement and/or any prior amendments thereto, the terms of this First Amendment shall govern and control.

(f) This First Amendment shall be deemed to have been drafted by all of the Parties and shall not be construed against any of the Parties as the “drafter”.⁷

(g) This First Amendment may be executed in several counterparts, each of which may be deemed as an original, and all of such counterparts together shall constitute one and the same First Amendment. Facsimile and electronic signatures shall be binding.

[Signatures appear on the following pages.]

KENT ISD

Kent Intermediate School District

Dated: __April 10, 2023

By: _____

Ronald Koehler

Its: Superintendent of Schools

THE DRAINAGE DISTRICT

Knapp's Corner Drain Drainage District

Dated: April 10, 2023

By: Ken Fisher

Its: Drain Commissioner

THE CITY


City of Grand Rapids

^{DS}
gw

Dated: 4/11, 2023

DocuSigned by:
By: Mayor Rosalynn Bliss
E507110D931A1E2
Rosalynn Bliss

Its: Mayor

DocuSigned by:

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