
BOARD AGENDA ITEM

Information/Discussion _____

Future Action _____

Action ____ x ____

Item: Approval of Purchase Agreement for Dutton Elementary site

Submitted by: Kevin Philipps

Date: 1-5-26

Recommended by: Kevin Philipps

Board Meeting Date: 1-12-26

RECOMMENDATION:

Administration recommends approval of the attached resolution and purchase agreement with Caledonia Community Schools for the Dutton Elementary site in the amount of \$2,020,000.

BACKGROUND:

Kent ISD and Caledonia administration have worked collaboratively to agree on a proposed sale of Caledonia's Dutton Elementary site. Kent ISD will utilize the property to construct a satellite campus for career technical education programs as well as Empower U programming. The resolution authorizes the purchase of the property from Caledonia and directs the Superintendent of his designee, to execute the purchase agreement and take any other actions required to complete the purchase of the property, including signing closing documents.

CTE Capital Project funds will be used to purchase the property and the cost of the purchase was included in the fall budget amendment.

Attachment(s)

Kent Intermediate School District, Kent County, Michigan (the “ISD”).

A regular meeting of the Board of Education (the “Board”) was held within the boundaries of the ISD, on the 12th day of January, 2026, at 4:00 p.m.

The meeting was called to order by _____, President.

Present: Members

Absent: Members

The following preamble and resolution were offered by Member _____ and supported by Member _____

WHEREAS, the ISD wishes to purchase approximately 14.36 acres of property, commonly known as the former Dutton Elementary School, which is located at 3820 68th Street SE, within the Township of Gaines, Kent County, Michigan (the “Property”) from Caledonia Community Schools (the “Seller”); and

WHEREAS, this Property conveyance is subject to the ISD’s use of the Property for career and technical education programming; and

WHEREAS, the Board has determined that it would be in the best interests of the ISD to purchase the Property from the Seller, subject to Seller’s reversionary interest, which would be triggered in the event the Property is no longer used for career and technical education programming, and under the other terms and conditions contained in the Purchase Agreement, attached hereto and made a part hereof as Attachment “1”.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board hereby authorizes the purchase of the Property from the Seller.
2. The Board authorizes and directs Ron Gorman, the Superintendent of Schools, or his designee, to execute the Purchase Agreement substantially in the form in Attachment “1” and to make any revisions to the Purchase Agreement not inconsistent with this resolution, and to take any other action to purchase the Property, including signing closing documents, all subject to review and approval by the ISD’s legal counsel.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of the Kent Intermediate School District, Kent County, Michigan, certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a regular meeting held on January 12, 2026, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

Secretary, Board of Education

PGC/ssw

ATTACHMENT “1”

See attached Purchase Agreement.

PURCHASE AGREEMENT

This Purchase Agreement (“Agreement”) is made and entered into this 12th day of January, 2026 (“Effective Date”), by and between **CALEDONIA 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 8948 Kraft Avenue SE, Caledonia, MI 49316 (“Seller”), and **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 (“Purchaser”), for the transfer of real property, known as the former “Dutton Elementary School,” located at 3820 68th Street SE within the Township of Gaines, Kent County, Michigan (Tax Parcel No. 41-22-11-200-105), consisting of approximately 14.36 acres.

I. Property Transferred. The Purchaser shall purchase and receive and the Seller shall sell the property legally described in Exhibit “A” and the buildings 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”). Any personal property remaining in or on the Property upon Closing will be considered abandoned by Seller and belonging to Purchaser.

II. Purchase Price. The Property shall be purchased for the sum of Two Million Twenty Thousand and 00/100 Dollars (\$2,020,000.00) (the “Purchase Price”). The Purchase Price shall be paid by the Purchaser in full in certified funds at Closing.

III. Evidence of Title. The Seller shall, as soon as practical, 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 First American Title Insurance Company, 4362 Cascade Road SE, Suite 109, Grand Rapids, MI 49546 (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, or any extension thereof, and the Purchaser elects not to waive its title objections, the Agreement shall be terminated, and neither Party shall have any further obligations with regards to this Agreement.

IV. Closing. The Closing of the sale described herein shall take place at the Title Company that provides the Title Commitment, as required above. Closing shall be held not later than **March 31, 2026**, unless the parties agree in writing to another date (the “Closing”). The Purchaser shall take possession of the Property upon Closing.

V. 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 sixty (60) days from the Effective Date of this Agreement (the "Inspection Period"). If the Purchaser is not satisfied with the condition of the Property and has not obtained all necessary zoning approvals and so notifies the Seller within the Inspection Period, then the Agreement shall terminate, and except as provided below, neither Party shall have any further obligations with regards to this Agreement.

VI. Environmental Testing. Purchaser will be responsible for any claims, damages, or causes of action that arise out of or in the course of Purchaser's activities on the Property during the Inspection Period. Additionally, Purchaser shall restore the Property to the existing condition before said test or investigations were conducted. This provision shall survive Closing or termination of this Agreement.

VII. Conditions Precedent. In addition to any other conditions contained in this Agreement, the obligation of the Parties to consummate the sale contemplated by this Agreement is subject to the fulfillment of the following conditions prior to Closing:

- (a) Each of the representations or warranties of the Parties will be true and correct as though made again as of the closing date of this Agreement and no representations or warranties will have been violated or breached prior to Closing;
- (b) The Parties will perform and comply with all agreements and conditions required to be performed or complied with as of the date of Closing;
- (c) There will be no material adverse change in the Property, excepting normal wear and tear; and
- (d) No action or proceeding to restrain, prohibit, or declare illegal the transactions contemplated hereby will be pending or threatened, nor will any order restraining or prohibiting the transactions contemplated hereby have been issued by any public authority, governmental agency, or court, nor will any attachments, garnishments, levies, liens, or other litigation have been filed or be in effect regarding the transactions contemplated by this Agreement or the Property

(collectively together, the "Closing Contingencies").

In the event any of the Closing Contingencies have not been satisfied and a Party so notifies the other Party as set forth herein, this Agreement will terminate, and neither Party will have further liability or responsibility thereunder, except as expressly provided herein.

VIII. Closing Costs. The Seller shall pay the transfer tax, if any, and the costs of the title insurance policy. At the Closing, the Purchaser shall pay the recording fees for the Warranty Deed,

and any costs for inspections undertaken by the Purchaser. Also at the Closing, the Purchaser and the Seller shall each pay 1/2 of the Closing costs required by the Title Company to close this transaction.

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, in the form attached hereto as Exhibit "B". The Warranty Deed shall transfer all permitted land divisions under the Land Division Act, PA 288 of 1967, as amended. The Warranty Deed will contain language requiring the Purchaser to use the Property for career and technical education programming and when same ceases to be used by Purchaser for that purpose, it shall revert to the Seller. "Career and technical education programming" is defined to mean vocational or occupational instruction for secondary school students during the school day through the Purchaser's common calendar or academic school year. Nothing precludes the Purchaser from using the Property for other uses so long as the Property is also used for career and technical education programming.

X. Environmental Matters. To the best of Seller's knowledge, there is no asbestos or asbestos-containing materials on the Property. Nevertheless, 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 environmental remediation, if any, 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.

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

XII. 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.

XIII. 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.

XIV. Disclaimer of Warranties. At closing, the Purchaser shall confirm in writing that it has conducted all inspections which, in its sole discretion, it has determined necessary to establish the condition of the property and takes the property "as is" and in its present condition. The purchaser will execute the Purchaser's statement that is attached as Exhibit "C" (the Purchaser's Statement).

XV. 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.

XVI. 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.

XVII. 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.

XVIII. Amendments. 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

SELLER:

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

By: _____
Dirk Weeldreyer

Its: Superintendent

Dated: _____

PURCHASER:

**KENT INTERMEDIATE SCHOOL DISTRICT,
a Michigan intermediate school district**

By: _____
Ron Gorman

Its: Superintendent

Dated: _____

EXHIBIT "A"

Real property located within the Township of Gaines, County of Kent, Michigan, described as:

PART OF NE 1/4 COM 1290.19 FT N 89D 00M 07S W ALONG N SEC LINE FROM NE COR OF SEC TH S 0D 32M 26S W 264.0 FT TH S 89D 00M 07S E 234.17 FT TO W LINE OF E 1056 FT OF NE 1/4 TH S 0D 32M 23S W ALONG SD W LINE 611.54 FT TH N 89D 00M 07S W 784.96 FT TO W LINE OF E 520.80 FT OF NW 1/4 NE 1/4 TH N 0D 32M 26S E ALONG SD W LINE 875.54 FT TO N SEC LINE TH S 89D 00M 07S E ALONG N SEC LINE 550.79 FT TO BEG * SEC 11 T5N R11W

Tax Parcel No. 41-22-11-200-105

Common Address: 3820 68th Street SE, Caledonia, MI 49316

EXHIBIT “B”

WARRANTY DEED

CALEDONIA 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 8948 Kraft Avenue SE, Caledonia, MI 49316 (“Grantor”) hereby conveys and warrants to **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 (“Grantee”), the real property located in the Township of Gaines, Kent County, Michigan, which is legally described as follows:

PART OF NE 1/4 COM 1290.19 FT N 89D 00M 07S W ALONG N SEC LINE FROM NE COR OF SEC TH S 0D 32M 26S W 264.0 FT TH S 89D 00M 07S E 234.17 FT TO W LINE OF E 1056 FT OF NE 1/4 TH S 0D 32M 23S W ALONG SD W LINE 611.54 FT TH N 89D 00M 07S W 784.96 FT TO W LINE OF E 520.80 FT OF NW 1/4 NE 1/4 TH N 0D 32M 26S E ALONG SD W LINE 875.54 FT TO N SEC LINE TH S 89D 00M 07S E ALONG N SEC LINE 550.79 FT TO BEG * SEC 11 T5N R11W

Tax Parcel No. 41-22-11-200-105 (the “Property”).

For the consideration of Two Million Twenty Thousand and 00/100 Dollars (\$2,020,000.00) paid to the Grantor.

If the Property ceases to be used by Grantee for career and technical education programming, then the Property shall automatically revert to the Grantor. “Career and technical education programming” is defined to mean vocational or occupational instruction for secondary school students during the school day through the Grantee’s common calendar or academic school year. Nothing precludes the Purchaser from using the Property for other uses so long as the Property is also used for career and technical education programming.

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 _____, Commitment No. _____ (Issue Date: _____ at _____ 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:

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

Dated: _____, 2026

By: For Execution at Closing
Dirk Weeldreyer
Its: Superintendent

Acknowledged before me in Kent County, Michigan, on _____, 2026, by Dirk Weeldreyer, Superintendent, on behalf of Caledonia Community Schools.

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

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

EXHIBIT "C"

PURCHASER'S STATEMENT

KENT INTERMEDIATE SCHOOL DISTRICT, a Michigan intermediate school district, whose address is 2930 Knapp Street, Grand Rapids, MI 49525 ("Purchaser"), is purchasing from **CALEDONIA 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 8948 Kraft Avenue SE, Caledonia, MI 49316 (the "Seller"), real property located at 3820 68th Street SE within the Township of Gaines, Kent County, Michigan, and legally described as follows:

PART OF NE 1/4 COM 1290.19 FT N 89D 00M 07S W ALONG N SEC LINE FROM NE COR OF SEC TH S 0D 32M 26S W 264.0 FT TH S 89D 00M 07S E 234.17 FT TO W LINE OF E 1056 FT OF NE 1/4 TH S 0D 32M 23S W ALONG SD W LINE 611.54 FT TH N 89D 00M 07S W 784.96 FT TO W LINE OF E 520.80 FT OF NW 1/4 NE 1/4 TH N 0D 32M 26S E ALONG SD W LINE 875.54 FT TO N SEC LINE TH S 89D 00M 07S E ALONG N SEC LINE 550.79 FT TO BEG * SEC 11 T5N R11W

Tax Parcel No. 41-22-11-200-105 (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:

**KENT INTERMEDIATE SCHOOL DISTRICT,
a Michigan intermediate school district**

By: For Execution at Closing
Ron Gorman

Its: Superintendent

Dated: _____