

Board of Education
Lapeer County Intermediate School District

Minutes of the Regular Meeting
February 15, 2023
Education and Technology Center, Room 101
690 N. Lake Pleasant Road
Attica, MI 48412

MEMBERS PRESENT: Lawrence Czapiewski, President
Paul Bowman, Vice-President
Cheryl Howell, Secretary
Rod Dewey, Trustee
Lisa Novak, Treasurer

MEMBERS ABSENT: None

STAFF PRESENT: Daniel Allen
Kendra Bostian
Rachel McSpadin
Steven Zott

GUESTS PRESENT: Matthew Molloseau
Jennie Holladay
Bill Kraly
Riley McLain
Riley Herbert
Casey Crawford
Chloe Wood
Christina Weeks
Grace Belisle
Jackson Spencer
Daniel Guthery

I ROUTINE MATTERS

Call to Order

President Czapiewski called the meeting to order at 7:00 PM with the Pledge of Allegiance.

Approval of Minutes

Moved by Mr. Bowman, supported by Dr. Novak, the Board of Education approve the Minutes of the Special Meeting of February 15, 2023 as presented.

The motion carried unanimously.

Approval of Agenda

Moved by Mrs. Howell, supported by Dr. Novak, the Board of Education approve the Agenda as presented.

The motion carried unanimously.

II PUBLIC PARTICIPATION

III PRESENTATION

Digital Media Arts – Broadcast News Production
Progress Report Goals and Benchmark Assessment Goals

IV FINANCE

Approval of Bills

Moved by Dr. Novak, supported by Mrs. Howell, the Board of Education approve the Accounts Payable in the amount of \$932,008.62.
The motion carried unanimously.

Treasurer’s Report

Mrs. Novak, Treasurer, presented the Treasurer’s Report.

V CONSENT AGENDA

Moved by Mr. Dewey, supported by Mr. Bowman, the Board of Education approve the following items listed on the consent agenda:
The motion carried unanimously by a roll call vote.

Mr. Bowman	<input checked="" type="checkbox"/> Aye; <input type="checkbox"/> Nay
Mrs. Howell	<input checked="" type="checkbox"/> Aye; <input type="checkbox"/> Nay
Mr. Dewey	<input checked="" type="checkbox"/> Aye; <input type="checkbox"/> Nay
Dr. Novak	<input checked="" type="checkbox"/> Aye; <input type="checkbox"/> Nay
Mr. Czapiewski	<input checked="" type="checkbox"/> Aye; <input type="checkbox"/> Nay

A. Student Trips

- i. Moved by _____, supported by _____, the Board of Education approve the overnight trip to the BPA State Leadership Conference in Grand Rapids, Michigan, from March 9-12, 2023, for an amount not to exceed \$7,694.
- ii. Moved by _____, supported by _____, the Board of Education approve the overnight trip to the Michigan DECA State Career Development Conference in Detroit, Michigan, from March 9-11, 2023, for an amount not to exceed \$1,769.
- iii. Moved by _____, supported by _____, the Board of Education approve the overnight trip to the Michigan FFA State Convention in East Lansing, Michigan, from March 8-10, 2023, for an amount not to exceed \$4,029.

B. Staff Trip

- i. Moved by _____, supported by _____, the Board of Education approve the staff out-of state travel request for Monica Stephens, Teacher Consultant for Students with Visual Impairments, to attend the STEM CEL Educator Partner Institute at Ohio State University, from February 23-26, 2023 for an amount not to exceed \$293.

C. Personnel

i. Resignations

1. Moved by _____, supported by _____, the Board of Education acknowledge the Superintendent’s acceptance of the following resignations with regret and best wishes:
 - Renee Kittle – Special Education Instructional Aide
 - Jody Heberd – Special Education Instructional Aide
 - Julie Brumley – Community Education Instructor
 - Carrie Smith – CTE Instructor for Marketing and Entrepreneurship

ii. Posting Recommendations

1. Moved by _____, supported by _____, the Board of Education approve the posting for the position of Speech-Language Pathologist.
2. Moved by _____, supported by _____, the Board of Education approve the posting for the position of CTE Instructor.
3. Moved by _____, supported by _____, the Board of Education approve the posting for the position of Community Education Instructor.

VI PERSONNEL

Moved by Mr. Dewey, supported by Mrs. Howell, approve the employment of Alisha Wolfson to fill the position of Mental Health Coordinator in accordance with the portions of the Employment Guide pertaining to Non-Represented Professional Staff.

The motion carried unanimously.

Moved by Mrs. Howell, supported by Dr. Novak, approve the employment of Lindsay Russell to fill the position of Special Education Instructional Aide in accordance with the Master Agreement between the Board of Education and the Lapeer Intermediate Educational Support.

The motion carried unanimously.

VII BUSINESS

Moved by Mr. Bowman, supported by Mrs. Howell, cast a ballot for James Johnson to serve a three-year term on the MASB Board of Directors.

The motion carried unanimously.

Moved by Mr. Dewey, supported by Mr. Bowman, approve the “Real Estate Purchase Agreement” and “Escrow Agreement” as amended in Part 1: Purchase and Sale, Tax Parcel Nos and Exhibit A, copies of which are to be marked VIIA(1) and attached to the Official Minutes of this meeting.

The motion carried unanimously by a roll call vote.

Mr. Dewey	<input checked="" type="checkbox"/> Aye; <input type="checkbox"/> Nay
Dr. Novak	<input checked="" type="checkbox"/> Aye; <input type="checkbox"/> Nay
Mr. Bowman	<input checked="" type="checkbox"/> Aye; <input type="checkbox"/> Nay
Mrs. Howell	<input checked="" type="checkbox"/> Aye; <input type="checkbox"/> Nay
Mr. Czapiewski	<input checked="" type="checkbox"/> Aye; <input type="checkbox"/> Nay

Moved by Mr. Dewey, supported by Dr. Novak, approve the Resolution Authorizing Issuance of the Installment Purchase Agreement for the Purchase of Property as presented, copies of which are to be marked VII(C) and attached to the Official Minutes of this meeting.
The motion carried unanimously by a roll call vote.

Mr. Dewey	<input checked="" type="checkbox"/> Aye; <input type="checkbox"/> Nay
Mrs. Howell	<input checked="" type="checkbox"/> Aye; <input type="checkbox"/> Nay
Mr. Bowman	<input checked="" type="checkbox"/> Aye; <input type="checkbox"/> Nay
Dr. Novak	<input checked="" type="checkbox"/> Aye; <input type="checkbox"/> Nay
Mr. Czapiewski	<input checked="" type="checkbox"/> Aye; <input type="checkbox"/> Nay

IX PUBLIC PARTICIPATION

X SUPERINTENDENT /ADMINISTRATIVE REPORTS

Steven A. Zott, Superintendent, gave the Board a written report and discussed items from that report including: the building project, the safety resource officer (SRO) timeline, mental health legislation, the executive budget, vehicle availability and center program, the due diligence period work, center program update, vision plan for non-represented staff, a literacy event and swatting incidents.

Dan Allen, Director of Technology gave a brief update on happenings in the Technology Department.

XI OTHER

XII ADJOURNMENT

President Czapiewski declared the meeting adjourned at 8:42 PM.


Lawrence P. Czapiewski, President


Cheryl Howell, Secretary

REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made by and between ChoiceOne Bank, a Michigan banking corporation, whose address is 109 East Division Street, P.O. Box 186, Sparta, Michigan 49345 ("Seller"), and Lapeer County Intermediate School District, a Michigan intermediate school district ("Purchaser"), whose address is 1996 W. Oregon St., Lapeer, Michigan 48446.

1. Purchase and Sale. Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, upon the terms and conditions set forth herein, the real property commonly known as 1175 South Lapeer Road, Lapeer, Michigan 48446, which is located in Lapeer County, Michigan (the "Property"), as said Property is more particularly described below:

Real property situated in the City of Lapeer, Lapeer County, State of Michigan, described as follows:

Parcel 1: Lot 14, Churchill Farms Subdivision, Lapeer Township, Lapeer County, Michigan, according to the recorded plat thereof as recorded in Liber 1 of Plats, Page 92, Lapeer County Records.

Parcel 2: Lot 13, Churchill Farms Subdivision, Lapeer Township, Lapeer County, Michigan, according to the recording plat thereof as recorded in Liber 1 of Plats, Page 92, Lapeer County Records.

Parcel 3: Lot 20, Churchill Farms Subdivision, Lapeer Township, Lapeer County, Michigan, according to the recorded plat thereof as recorded in Liber 1 of Plats, Page 92, Lapeer County Records.

Tax Parcel Nos: L21-16-550-013-00; L21-16-550-020-00

together with all improvements, fixtures, easements, hereditaments and appurtenances associated with that real estate, and the following personal property (collectively, the "Furniture"): all fixtures and personal property mutually agreed upon by the parties and located in the Property at the Closing. The purchase and sale transaction provided for in this Agreement is sometimes referred to as the "Purchase."

2. Closing Date. The closing (the "Closing") shall take place after all contingencies have been satisfied and all the necessary documents have been prepared ("Closing Date"), no later than thirty (30) days after the earlier to occur of the following: (a) Purchaser's written notice of Purchaser's satisfaction of its due diligence pursuant to Section 4 of this Agreement; or (b) expiration of the Due Diligence Period (as defined herein), and any extensions thereof allowed under this Agreement.

3. Purchase Price; Earnest Money Deposit.

(a) The purchase price for the Property and Furniture is ONE MILLION TWO HUNDRED FIFTY THOUSAND AND 00/100 US Dollars (\$1,250,000.00) ("**Purchase Price**"), to be allocated between the Property and Furniture as mutually agreed upon by the parties at or prior to the Closing.

(b) As evidence of good faith and to bind this Agreement, the Purchaser shall promptly deposit with Transnation Title Agency of Michigan Grand Rapids Division, LLC (the "**Title Company**") an earnest money deposit of TWENTY-FIVE THOUSAND AND 00/100 US Dollars (\$25,000.00) into escrow within three (3) business days of the Effective Date of this Agreement (the "**Deposit**"). The Title Company shall hold such Deposit pursuant to the escrow agreement attached to this Agreement as Exhibit A. If Purchaser shall fail to deliver the Deposit within the time period required in this Section 3(b), Seller may at any time thereafter prior to delivery of the Deposit, terminate this Agreement, in which case this Agreement shall be null and void ab initio and thereafter neither party shall have any further rights, liabilities or obligations to the other hereunder, except as otherwise expressly set forth in this Agreement. The Deposit shall remain fully refundable to Purchaser until expiration of the Due Diligence Period (including any Due Diligence Period Extension), whereafter such funds shall become non-refundable to Purchaser, subject to the terms of this Agreement. Prior to expiration of the Due Diligence Period (including any Due Diligence Period Extension), Purchaser may provide notice to Seller and Title Company of Purchaser's termination of this Agreement pursuant to the terms of this Agreement, wherein the Deposit shall be released back to Purchaser, and this Agreement shall thereafter have no further force or effect, except for such terms and obligations that survive termination under the terms of this Agreement. If the Purchase is closed, the Deposit shall be applied to the Purchase Price at Closing.

4. Seller's Reports and Surveys.

(a) Documentation. Promptly following the Effective Date, Seller shall search for the following documents (collectively the "**Seller Deliverables**"): copies of surveys, environmental reports, site plans, building plans, service contracts, maintenance records and warranties for the Property, if any. To the extent that such Seller Deliverables exist and are within Seller's possession or control, Seller will provide such Seller Deliverables to Purchaser. Any new survey ordered by Purchaser ("**Survey**") shall be at Purchaser's sole cost and discretion.

(b) Title. Within twenty (20) days after the Effective Date, as evidence of Seller's title to the Property, Seller shall cause a title insurance commitment for an owner's policy of title insurance by the Title Company to be delivered to Purchaser by the Title Company in the amount of the Purchase Price allocated to the Property, along with copies of recorded encumbrances identified on the title insurance commitment (the "**Commitment**"). Purchaser shall bear the cost of any lender's policy of title insurance purchased in connection with the Purchase.

(i) If Purchaser provides written notice to Seller prior to expiration of the Due Diligence Period (as defined below) that it objects to the condition of the title as disclosed on the Title Commitment and Survey (if applicable) due to any title defect (each, a "Title Defect", and collectively, the "Title Defects"), then Seller shall have until Closing to cure such Title Defect(s). Seller shall have no obligation to cure such Title Defects. If Seller is unable or unwilling to cure such Title Defects within the specified time, then Purchaser shall have the option to either (i) waive the Title Defect(s) and proceed with the Purchase, in which event any such Title Defect(s) shall be deemed Permitted Encumbrances (as hereinafter defined), without any reduction in the Purchase Price; or (ii) as Purchaser's sole remedy for Seller's refusal or inability to remedy the Title Defect(s), exercise Purchaser's Termination Remedy (as defined below). Any matters shown on the Commitment or the Survey which are not objected to by Purchaser prior to expiration of the Due Diligence Period or which are waived or are deemed waived by Purchaser prior to the expiration of the Due Diligence Period shall be deemed Permitted Encumbrances for the purposes of this Agreement.

(ii) "**Termination Remedy**" means that the party entitled to the remedy may terminate this Agreement by notice to the other party, in which case the Deposit shall be returned to Purchaser (unless otherwise set forth herein), and neither party shall have any further liability to the other under this Agreement except under provisions of this Agreement that specifically survive its termination.

(iii) Seller and Purchaser acknowledge that parties to commercial real estate transactions are experiencing nationwide delays in the delivery of title commitments, surveys, and zoning reports. If final, revised versions of the Title Commitment and Survey remain outstanding at the end of the Due Diligence Period, then, prior to the expiration of the Due Diligence Period, Purchaser shall have the unilateral right, upon written notice to Seller, to extend the Due Diligence Period an additional fifteen (15) days to obtain final, revised versions of the Title Commitment and Survey ("**Due Diligence Period Extension**").

(c) Due Diligence Period. For a period of sixty (60) days after the Effective Date ("**Due Diligence Period**"), Purchaser shall have the right, but not the obligation, to perform a due diligence inspection of the Property, including, but not limited to, (a) conducting site, engineering, appraisal, soil tests, environmental and such other inspection analyses and studies of the Property as Purchaser may desire (including soil borings and core sampling, and all systems, components and service contracts); (b) identifying and inspecting all Furniture that will be included in the Purchase (if any) to confirm the condition of same; (c) investigating all zoning, building code and governmental requirements for Purchaser's desired use of the Property; (d) performing a Phase I using an environmental consulting firm mutually acceptable to Seller and Purchaser (provided that the Phase I shall not include any groundwater monitoring wells or any other invasive sampling technique), and, if necessary, a Phase II environmental study of the Property performed by the environmental consulting firm that prepared the Phase I, pursuant to the terms of Section 4(d), below; and (e) reviewing the Title Commitment and Survey pursuant to Section 4(b), above; provided

neither Purchaser nor its agents interfere with the use and enjoyment of the Property by Seller during any such due diligence activities. Upon completion of a Phase I, if applicable, Purchaser shall immediately provide Seller with a copy of the Phase I report. If, during the Due Diligence Period, Purchaser's inspections and inquiries disclose material deficiencies in the Property to which Purchaser objects, then Purchaser must give Seller written notice of Purchaser's objections within the Due Diligence Period. If Purchaser fails to do so, then Purchaser shall be considered to have waived all objections. If Purchaser gives Seller written notice of an objection within the Due Diligence Period, then Seller shall have until Closing to cure the objection. If Seller refuses or is unable to cure the objection, then Purchaser may proceed to Closing and take title to the Property and Furniture subject to the objection, in which case the objection shall be considered to have been waived by Purchaser, or Purchaser, as Purchaser's sole remedy, may terminate this Agreement, in which case the Termination Remedy shall apply, and Purchaser shall immediately return all Seller Deliverables to Seller. Purchaser represents and warrants to Seller that upon expiration of the Due Diligence Period (including any extensions permitted under this Agreement), Purchaser will have had ample opportunity to make a proper inspection, examination, and investigation of the Property and the Furniture, and the waiver set forth in Section 8(a) shall apply.

(d) Phase II Investigation.

(i) Purchaser shall promptly (in no event later than fifteen (15) days) elect, after completion of the Phase I, to: (i) determine that the environmental condition of the Property is satisfactory and forego any further environmental investigation of the Property; (ii) determine that the environmental condition of the Property is unsatisfactory and terminate this Agreement, in which case Purchaser may exercise Purchaser's Termination Remedy; or (iii) request permission from Seller for the performance of a Phase II Environmental Assessment of the Property that may include invasive sampling of the soils and/or groundwater ("**Phase II**"). If Purchaser requests permission for a Phase II in accordance with the preceding sentence, Purchaser's request shall be accompanied by a written work plan that describes the proposed scope and content of the Phase II.

(ii) If Seller consents in writing to such Phase II, in Seller's sole and absolute discretion, then (1) Purchaser shall notify Seller in writing and the Due Diligence Period shall be extended by an additional thirty (30) days ("**Phase II Extension**"); (2) the parties shall execute a certain Phase II Environmental Due Diligence Agreement in substantially the form attached hereto as Exhibit B ("**Phase II Work Plan**"); and (3) the Deposit shall be deemed non-refundable except in the event that Purchaser is dissatisfied, in good-faith, with the environmental condition of the Property. The Phase II shall be completed at Purchaser's sole expense. If the parties cannot agree upon the Phase II Work Plan, this Agreement shall terminate and the Termination Remedy shall apply.

(iii) In the event Seller rejects a Phase II, then Purchaser shall have the option, within five (5) days after Seller's rejection of such Phase II, to either (i) waive the requirement for the Phase II and proceed with the Purchase, without any reduction in the Purchase Price; or (ii) terminate this Agreement by written notice thereof to Seller, in which event the Purchaser's Termination Remedy shall apply. If Purchaser fails to give such notice, Purchaser shall be deemed to have waived such right of termination set forth in this subsection (iii).

(iv) Upon completion of the Phase II, Purchaser shall immediately provide Seller with a copy of the Phase II report and shall elect within fifteen (15) days after completion of the Phase II to: (i) determine that the environmental condition of the Property is satisfactory and forego any further environmental investigation of the Property; (ii) determine that the environmental condition of the Property is unsatisfactory and exercise Purchaser's Termination Remedy; or (iii) determine to have a Baseline Environmental Assessment ("BEA") prepared. If Purchaser determines to have a BEA prepared, Purchaser shall cause the BEA to be completed within fifteen (15) days after the determination is made and shall provide a copy of the BEA to Seller before submitting the BEA or any document relating to a BEA to any government agency. Upon receipt of the BEA and any related documents from Purchaser, Seller shall have fifteen (15) days to review it and either make reasonable requests for revisions to it or terminate this Agreement by notice to Purchaser, in which case the Termination Remedy shall apply. The Property shall promptly be restored to their original condition on the Effective Date by Purchaser or Purchaser's agents following the completion of Purchaser's environmental work on the Property. Upon the filing of the BEA or any related document with a government agency, Purchaser shall be absolutely obligated to close the Purchase.

(v) Notwithstanding anything to the contrary herein, the entire environmental assessment, including the generation of any reports or follow-up procedures (including the Phase II and/or BEA), shall be completed within the Due Diligence Period. If Purchaser shall fail to complete any environmental investigations or terminate this Agreement within the Due Diligence Period (including any Phase II Extension), Purchaser shall be considered to have waived any objection to the environmental condition of the Property.

(e) Reserved.

(f) Cooperation. Seller shall reasonably cooperate with Purchaser in allowing access to the Property at reasonable times and upon reasonable advance notice during the Due Diligence Period. Seller will complete any environmental questionnaire that may reasonably be required to the best of its actual knowledge, without independent inquiry or investigation.

5. Condition Precedent. Purchaser's obligation to close the Purchase is contingent upon Purchaser's satisfaction with the title, environmental and all other attributes of the Property.

If no objections are raised by Purchaser by the end of the Due Diligence Period (including any extension permitted under this Agreement), this condition precedent is deemed to be satisfied and the parties shall proceed to Closing.

6. Broker. The parties acknowledge that no brokers were involved in this transaction and that no brokerage commission is owed. If a broker makes a claim for remuneration in connection with this transaction, each party shall indemnify and hold harmless the other from any amount that the other may be required to pay to a broker that the other did not retain, including, without limitation, the legal costs and reasonable attorney fees expended to defend against the claim.

7. Seller's Representations. Seller represents and warrants to Purchaser the following facts, to the best of Seller's actual knowledge, without independent inquiry or investigation:

(a) Title. Seller holds marketable and insurable title to the Property and title to the Furniture.

(b) Proceedings. There are no actions or proceedings pending against Seller in any court or before any administrative body or in arbitration concerning the Property.

(c) Judgments. There are no judgments or liens outstanding against Seller or against the Property.

(d) Leases. There are no leases outstanding with respect to the Property.

(e) Subsequent Encumbrances. Seller will not sell, convey, mortgage or otherwise encumber the Property or any portion of the Property or the Furniture prior to the Closing of the Purchase or the termination of this Agreement as provided herein.

(f) No Other Purchase Agreements. As of the Effective Date, Seller has not entered into any other purchase agreements for the conveyance of the Property and/or Furniture which are still in effect, nor will it enter into any other purchase agreements for the conveyance of the Property and/or Furniture while this Agreement remains in effect.

(g) Reserved.

(h) No Pending Actions. There are no causes of action or governmental complaints or charges pending or threatened against Seller arising out of or relating to the Property.

(i) Compliance with Law. As of the Effective Date, Seller has not received any written notice that the Property is not in compliance with building, zoning and other ordinances of the governing municipality and Michigan statutes.

(j) Authority to Perform. The undersigned is duly authorized under the bylaws and resolutions of the Seller corporation to bind Seller to the terms and conditions of this

Agreement and to the performance obligations of Seller under this Agreement. Seller is duly organized and validly existing in good standing under the laws of the State of Michigan. Therefore, this Agreement is a valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

(k) Reserved.

8. Disclaimer of Warranties.

(a) As Is. Except as otherwise expressly set forth herein, the Purchaser warrants and acknowledges it is purchasing the Property and Furniture in its “as is” and “where is” physical condition “with all faults” and without any warranties or representations as to its physical conditions, either expressed or implied, of any kind or nature whatsoever from or on behalf of Seller, or arising by operation of law, including without limitation any warranty of condition, merchantability, habitability or fitness for a particular use, or with respect to the value or profitability of the Property or the Furniture. Except as otherwise expressly set forth herein, Purchaser is relying solely on its own expertise and its familiarity with the Property and Furniture, or on the expertise of the Purchaser’s Agents of all fixed improvements on the Property and the Furniture. Purchaser agrees to assume the risk that adverse matters may not have been revealed by the inspections. Upon Closing, Purchaser shall have no claim in law or in equity, and hereby releases and forever discharges Seller, its officers, directors, shareholders, agents, employees, representatives, affiliated or related entities, successor and assigns (“**Indemnified Parties**”) from any claim, action, liabilities, or obligations, based upon the condition of the Property and Furniture or the failure of the Property or Furniture to meet any standards. The terms and conditions of this paragraph shall survive the Closing and the conveyance of the Property and Furniture.

(b) Environmental. Purchaser acknowledges that Seller does not make any representation or warranty with regard to compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including without limitation those pertaining to the handling, generating, treating, storing or disposing of any hazardous waste or substance.

9. Purchaser’s Representations and Warranties. Purchaser represents and warrants to Seller that (a) Purchaser has all necessary power and authority to enter into and perform this Agreement; (b) Purchaser has taken all necessary action to approve, execute, deliver, and perform this Agreement, and this Agreement is the valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms; (c) no judgment is outstanding against Purchaser and no litigation, action, suit, judgment, proceeding, or investigation is pending or outstanding before any forum, court, or governmental body, department or agency or, to the knowledge of Purchaser, threatened, that has the stated purpose or the probable effect of enjoining or preventing the Closing; (d) no insolvency proceeding, including, without limitation, bankruptcy, receivership, reorganization, composition, or arrangement with creditors, voluntary or involuntary, affecting Purchaser or any of Purchaser's assets or properties, is now or on the Closing Date will be pending or, to the knowledge of Purchaser, threatened; (e) Purchaser will have sufficient funds to close the

Purchase on the Closing Date; and (f) Purchaser, nor any person or party that owns or is controlled by Purchaser, is not in violation of any laws relating to terrorism or money laundering, is not a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control; that Purchaser is not listed in the annex to, and is not otherwise subject to the provisions of, Executive Order No. 13224 ("**Executive Order**"); and that Purchaser is not acting on behalf of any person or entity that is listed in the annex to, or is otherwise subject to the provisions, of the Executive Order.

10. Non-Foreign Ownership. The parties acknowledge that Section 1445 of the Internal Revenue Code provides that a purchaser of a United States real property interest must withhold tax if the seller is a foreign person or entity. Seller certifies and agrees to sign at Closing a sworn affidavit ("**FIRPTA Affidavit**") in a form mutually acceptable to the parties that Seller is not a foreign individual, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Internal Revenue Code and income tax regulations.

11. Notices. Any notice, demand or request which may be permitted, required or desired to be given in connection herewith shall be given in writing and directed to the receiving party's address set forth below or to any other address a party may designate by notice under this Agreement, and shall be either (i) delivered by hand, (ii) sent by facsimile or electronic mail, and mailed promptly by first-class mail, (iii) sent by nationally recognized overnight courier, or (iv) sent by certified mail, postage prepaid:

Seller: ChoiceOne Bank
Attn: Michael J. Burke, Jr., President
109 E. Division
Sparta, MI 49345
Email: mburke@choiceone.com

Copy to: Warner Norcross + Judd LLP
Attn: Alex Haywood
150 Ottawa Avenue NW, Suite 1500
Grand Rapids, MI 49503
Email: ahaywood@wnj.com

Purchaser: Lapeer County Intermediate School District
Attn: Steven A. Zott, Superintendent
1996 West Oregon Street
Lapeer, MI 48446
Email: szott@lapeerisd.org

Copy to: Robert J. Gavin, Esq.
Collins & Blaha, P.C.
31440 Northwestern Highway, Suite 170
Farmington Hills, MI 48334
Email: rgavin@collinsblaha.com

Notices shall be deemed properly delivered and received: (i) the same day when personally delivered to the intended recipient by whatever means; (ii) if by facsimile or electronic mail, at the time that receipt of the facsimile or electronic mail has been acknowledged by electronic confirmation or otherwise, or if no confirmation is received, on the fifth (5th) day following the day a hard copy of the transmission is mailed by first-class mail; (iii) if by overnight courier, on the next business day following the day the notice is delivered to the courier service; or (iv) if by certified mail, on the fifth (5th) business day following the day of the mailing. Any party, by notice to the other parties to this Agreement, may designate additional or different addresses for subsequent notices or communications.

12. **Financing.** Promptly following the Effective Date, Purchaser using best efforts shall apply for, and diligently, promptly and in good faith seek a commitment for new financing for Purchaser's acquisition of the Premises from Purchaser's lender ("**Purchaser's Lender**") on terms and conditions reasonably satisfactory to Purchaser. Purchaser shall have until the end of the Due Diligence Period ("**Financing Period**") to obtain such new financing from Purchaser's Lender. If, prior to the end of the Financing Period, Purchaser, despite good faith efforts to do so, is unable to obtain such new financing to complete the Purchase, Purchaser shall be entitled to terminate this Agreement by giving written notice thereof to Seller prior to the expiration of the Financing Period, and thereupon the Deposit shall be returned to the Purchaser, and the Seller and Purchaser shall have no further obligations. If Purchaser fails to give such notice prior to the expiration of the Financing Period, (a) Purchaser shall conclusively be deemed to have elected to waive its right to terminate this Agreement under this Section 12, and (b) this Agreement shall continue in full force and effect.

13. **Closing.** The Closing shall be made upon the following terms and conditions, provided the Due Diligence Period has expired, and all conditions precedent have been met.

(a) **Place of Closing.** The Closing shall take place at the offices of the Title Company or such other place as may be mutually agreed by Seller and Purchaser. It shall constitute a closing in escrow with each of Seller and Purchaser providing all documents and payments to the Title Company as required hereby and the Title Company disbursing such documents and payments only at such time as all conditions precedent set forth in Section 5 have been satisfied.

(b) **Prorations.** Seller shall pay all real estate and personal property taxes and special assessments with respect to the Property that first become due and payable on or before the Closing Date, prorated as provided below. Taxes shall be prorated as of the date of Closing, calculated on a due date basis as if paid in advance for the twelve (12) month period succeeding the date they first are billed and become due and payable. Purchaser shall be responsible for all other taxes and assessments with respect to the Property and the Furniture. There are no rent prorations. The then-current month of any service contracts approved by Purchaser for continuation after Closing shall be prorated at Closing. A water escrow with standard terms shall be held by Title Company at Closing in a reasonable amount of such escrow required by Purchaser.

(c) Transaction Costs. Unless otherwise identified to be an obligation of either party under the terms of this Agreement, Seller shall pay all of the following (i) the owner's policy premium calculated based on the Purchase Price allocated to the Property; (ii) all state and county real estate transfer taxes to be owing in connection with the Purchase; and (iii) the recording fees for documents needed to clear Title Defects, if any. Purchaser shall pay (i) the Purchase Price, less the Deposit; (ii) the cost of recording the Deed, and (iii) the cost of any title insurance endorsements requested by Purchaser. Each party shall bear the costs of its legal counsel and consultants. The parties shall share equally the cost of any closing and escrow fee charged by the Title Company closing the Purchase.

(d) Possession. Possession of the Property and Furniture shall be delivered by Seller to Purchaser immediately following the Closing.

(e) Seller's Closing Obligations. On the date of Closing, Seller shall execute, deliver and/or assign the following to Purchaser:

(i) A warranty deed conveying to Purchaser marketable and insurable fee simple title to the Property (the "**Deed**"), together with all affirmative rights provided under all recorded cross-easements that benefit the Property, if any, and otherwise subject to easements, restrictions, interests and reservations of record, taxes and assessments not yet due and payable, and any matters 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 ("**ALTA/NSPS**") (collectively, the "**Permitted Encumbrances**"), even if not expressly stated in the Deed;

(ii) A bill of sale and any endorsements, assignments, and/or other instruments of conveyance that are sufficient to transfer ownership of the Furniture (the "**Bill of Sale**") to Purchaser;

(iii) A closing statement evidencing the Purchase of the Property and Furniture, including all prorations, credits and charges as required under the terms of this Agreement;

(iv) A FIRPTA Affidavit;

(v) An assignment to Purchaser for maintenance and service contracts related to the Property, if any, that shall continue after the Closing; and

(vi) Any other instruments reasonably required to document the Closing of the purchase and sale of the Property and Furniture as contemplated by this Agreement.

(f) Purchaser's Closing Obligations. On the Closing Date, Purchaser shall:

- (i) Pay to Seller the Purchase Price less the Deposit (and any accrued interest, if applicable);
- (ii) Execute and deliver a closing statement evidencing the Purchase of the Property and Furniture, including all prorations, credits and charges as required under the terms of this Agreement;
- (iii) Accept delivery of the Deed to the Property and accept delivery of and assume obligations under the other documents referred to above;
- (iv) Accept delivery of the Bill of Sale to the Furniture and accept delivery and assume obligations under the other documents referred to above; and
- (v) Execute any other instruments reasonably required to document the closing of the purchase and sale of the Property and Furniture as contemplated by this Agreement.

14. Default and Remedies.

(a) Default by Seller. It shall be a default by Seller under this Agreement if Seller shall have failed (prior to a material default by Purchaser hereunder) to perform any of the covenants and agreements contained herein to be performed by Seller within the time for performance as specified herein (including Seller's obligation to close) prior to the date of Closing Date, and provided that Seller has not cured such default within ten (10) days following Purchaser's written notice of the default. Upon such default by Seller, as Purchaser's sole remedy, Purchaser may (a) exercise its Termination Remedy, in which case the Deposit shall be returned to Purchaser and Purchaser may also claim against Seller for Purchaser's actual damages in an amount not to exceed an amount equal to the Deposit; or (b) have specific performance of this Agreement.

(b) Default by Purchaser. It shall be a default by Purchaser under this Agreement if Purchaser shall have failed (prior to a material default by Seller hereunder) to perform any of the covenants and agreements contained herein to be performed by Purchaser within the time for performance as specified herein (including Purchaser's obligation to close) prior to the Closing Date, and provided that Purchaser has not cured such default within ten (10) days following Seller's written notice of the default. Upon such default by Purchaser, as Seller's sole remedy, Seller may: (a) terminate this Agreement by a written notice to Purchaser, in which case the Deposit shall be paid to Seller as liquidated damages, and neither Seller nor Purchaser shall have any further liability to the other under this Agreement, except under provisions of this Agreement that specifically survive its termination; or (b) have specific performance of this Agreement.

15. Benefit and Burden; Third Party Beneficiary. The provisions of this Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and assigns. 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.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated herein, and it supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided herein. 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. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which is an original but all of which together shall constitute one and the same instrument. Facsimile and electronically scanned signatures shall be deemed as valid original signatures.

18. Time. 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.

19. Law. This Agreement shall be governed by and construed under the laws of the State of Michigan.

20. Amendment. This Agreement may be amended only by a writing signed by the parties hereto.

21. Confidentiality; Indemnity. The parties agree that neither of them shall reveal to anyone, other than as mutually agreed to in writing or as otherwise provided herein, any of the terms of this Agreement, its existence or any potential transaction as contemplated hereby, or any negotiations, due diligence or other actions pursuant to this Agreement, except as are required to obtain financing or approvals necessary to fulfilling its terms; provided, however, that Seller and Purchaser may discuss the Purchase contemplated in this Agreement with their respective legal and accountant counsel and disclose its terms as necessary to negotiate the terms of, and perform their obligations under, this Agreement and applicable law. All inspections and tests performed on the Property by Purchaser or Purchaser's Agents shall be conducted in compliance with all federal, state, and local laws, orders, regulations, and ordinances. Purchaser shall indemnify and hold Seller harmless from any and all claims, actions, losses, liabilities, or damages resulting from any activity on the Property by Purchaser or Purchaser's Agents or any unauthorized disclosure of any Confidential Information (as defined below). If this Agreement is terminated for any reason, (a) Purchaser shall promptly deliver to Seller all information, including but not limited to, any data, surveys, written reports, field notes, and drawings resulting from any inspection, survey, test or other inquiry, obtained by Purchaser or Purchaser's agents, employees or contractors from Seller or Seller's agents, employees, or contractors ("**Confidential Information**") and all copies of the Confidential Information, (b) Purchaser and Purchaser's Agents shall have no further interest in the Confidential Information, and (c) Seller and Seller's assignees shall own and be entitled to utilize the Confidential Information in any manner, and no assignment or transfer document shall be required, this Agreement acting in lieu of any otherwise required or appropriate assignment or

transfer document. The obligations of Purchaser under this Paragraph shall survive the Closing and any termination of this Agreement.

22. Assignment. Purchaser may not assign its right, title, and interest in and to this Agreement without Seller's prior written consent, which may not be unreasonably withheld; provided, however, that Purchaser may assign this Agreement to an entity controlled by or under common control with Purchaser, and further provided that such other entity is not a competitor of Seller. No assignment shall release Purchaser from any obligation or liability under this Agreement.

23. The terms and provisions of this Agreement may be waived, or consent for the departure from the terms and provisions may be granted, only by written document executed by the parties. No waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

24. Seller and Purchaser recognize that the law firm of Warner Norcross + Judd LLP ("**Legal Counsel**") is representing the Seller in the Purchase. Purchaser has either hired independent legal counsel or knowingly elected not to hire independent counsel to represent it in the transaction contemplated by this Agreement. Seller may, at its option, engage Legal Counsel to prepare additional documents necessary to the Closing of this transaction.

25. In the event that any court of competent jurisdiction shall determine that any provision, or any portion of a provision, contained in this Agreement shall be unenforceable in any respect, then the provision shall be deemed limited to the extent that the court deems it enforceable, and as so limited shall remain in full force and effect. In the event that the court shall deem any provision, or portion of any provision, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

26. The headings and captions of the various subdivisions 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.

27. Seller will not be deemed to be in default or otherwise responsible for delays or failures in performance resulting from acts of God; acts of war or civil disturbance; governmental action or inaction; fires; earthquakes; or other causes beyond Seller's reasonable control.

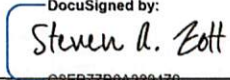
28. Except as otherwise specifically set forth in this Agreement, each party shall pay the party's respective fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by the party) in connection with the preparation or enforcement of, or of any requests for consents or waivers under, this Agreement, including any amendments or waivers to this Agreement.

[The remainder of this page is intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the parties have executed this Real Estate Purchase Agreement on the date below their respective signatures, to be made effective as of the later of said dates (the "Effective Date").

PURCHASER:

**LAPEER COUNTY INTERMEDIATE
SCHOOL DISTRICT**

Signed: 
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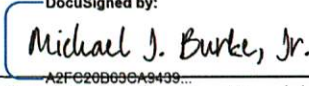
Name: Steven A. Zott

Title: Superintendent

Date: 2/16/2023

SELLER:

CHOICEONE BANK

By  Michael J. Burke, Jr., President
A2FC20803CA9439...

Date: 2/14/2023

EXHIBIT A

Escrow Agreement

[See attached].

EXHIBIT B

Phase II Work Plan

[Purchaser to provide].

VII(C)

ESCROW AGREEMENT
(Earnest Money)

THIS ESCROW AGREEMENT ("Agreement") has been made as of _____, 2023, by ChoiceOne Bank, a Michigan banking corporation, whose address is 109 East Division Street, P.O. Box 186, Sparta, Michigan 49345 ("Seller"); Lapeer County Intermediate School District, a Michigan intermediate school district ("Purchaser"); and Transnation Title Agency of Michigan Grand Rapids Division, LLC, a Michigan limited liability company, of 921 N. Division, Grand Rapids, Michigan 49503 ("Escrow Agent"), based on the following facts:

A. Seller and Purchaser have entered into a contract ("Contract") for the sale and purchase of certain real estate described on **Exhibit A** attached to this Agreement ("**Property**").

B. The Contract provides that Purchaser will deposit an earnest money deposit in escrow with Escrow Agent. All earnest money deposits now or in the future deposited by Purchaser with Escrow Agent under this Agreement, and all interest that may in the future accrue on those deposits, are collectively referenced in this Agreement as the "**Escrow Fund.**"

C. Seller and Purchaser desire to designate Escrow Agent as the holder of the Escrow Fund deposited under the Contract on the terms set forth in this Agreement.

ACCORDINGLY, SELLER, BUYER, AND ESCROW AGENT AGREE:

1. **Escrow Agent.** Seller and Purchaser designate Escrow Agent as the holder of the Escrow Fund for the purposes set forth in this Agreement. Escrow Agent agrees to perform its duties as set forth in this Agreement.

2. **Deposit of Escrow Fund.** Purchaser delivers to Escrow Agent a check for Twenty Five Thousand and no/100 Dollars (\$25,000.00) to be held by Escrow Agent under this Agreement, and Escrow Agent acknowledges receipt of the check for Twenty Five Thousand and no/100 Dollars (\$25,000.00). Additional sums may be paid into escrow under this Agreement, which will also be part of the Escrow Fund.

3. **Termination of Escrow.** This Agreement will terminate and the Escrow Fund shall be delivered out of escrow upon the first to occur of any of the following events:

(a) The receipt by Escrow Agent of a written notice signed by both Seller and Purchaser directing it to release the Escrow Fund;

(b) The closing of the transaction contemplated under the Contract;

(c) The receipt by Escrow Agent of a court order governing disposition of the Escrow Fund; or

(d) Fifteen (15) days after the latest date prescribed for closing under the Contract, unless the Seller and Buyer extend this date, or Escrow Agent receives notice that ownership of the Escrow Fund is the subject of a dispute.

If this Agreement terminates under subparagraphs (a) or (c) above, the Escrow Fund will be paid as directed in such notice or order. If this Agreement terminates under subparagraph (b) above, the Escrow

Fund will be paid over at the closing contemplated by the Contract, under the terms and conditions of the Contract. If this Agreement terminates under subparagraph (d) above, the Escrow Fund will be paid to Purchaser.

4. Liability of Escrow Agent. Upon making delivery of the Escrow Fund and performing its obligations and services under this Agreement, Escrow Agent shall be released from any further liability under this Agreement. Escrow Agent will have no obligation under this Agreement except to exercise good faith and ordinary care. Escrow Agent may act upon receipt of any certificate or other written document, and will have no responsibility to determine or inquire into or otherwise corroborate the happening or occurrence of any event or condition described in such certificate or document.

In the event of any disagreement or controversy under this Agreement or if Escrow Agent in good faith is in doubt as to what action it should take with respect to the Escrow Fund, Escrow Agent will have the absolute right at its election to take any or all of the following actions:

(a) To hold the Escrow Fund until the Seller and Purchaser agree upon the proper disposition of it; or

(b) To hold the Escrow Fund until Escrow Agent receives a court order concerning the disposition of the Escrow Fund in form and substance satisfactory to Escrow Agent; or

(c) To file a suit in interpleader in an appropriate court naming the Seller and Purchaser to this Agreement and all other claimants and interested parties as parties, and deposit the Escrow Fund with the clerk of such court in full satisfaction of its responsibilities under this Agreement.

5. Expenses. Seller and Purchaser will share equally all the fees of Escrow Agent, and all reasonable expenses and other costs as may be incurred by Escrow Agent which are authorized by this Agreement, including, without limitation, reasonable attorneys' fees.

6. Investment of Escrow Fund. Escrow Agent will invest the Escrow Fund in a noninterest bearing account at a bank whose accounts are insured by the United States Government and the Escrow Fund may be removed without penalty. The account will be in the name of Escrow Agent, for the benefit of Buyer. Buyer shall, upon request, promptly sign and deliver to Escrow Agent a W-9 form certifying Buyer's taxpayer identification number.

7. Successors and Assigns. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the Seller, Purchaser, and Escrow Agent to this Agreement and their respective successors, heirs, personal representatives, and assigns.

8. Notices and Amendments. All notices or other communications to be given under this Agreement must be in writing and will be deemed to have been duly given, made, and received when delivered personally or mailed by certified mail, return receipt requested and first class postage prepaid, to the Seller's, Purchaser's, and Escrow Agent's addresses set forth above, or to such other addresses as may be designated by a similar written notice. No waiver or amendment of this Agreement or any provision of this Agreement shall be effective unless in writing signed by the Seller, Purchaser, and Escrow Agent to this Agreement.

9. Counterparts. This Agreement may be signed in two or more counterparts, which together will comprise one and the same instrument.

The Seller, Purchaser, and Escrow Agent have signed this Agreement as of the date set forth above.

CHOICEONE BANK,
a Michigan banking corporation

By DocuSigned by:
Michael J. Burke, Jr.
A37C3008930A8400
Michael J. Burke, Jr., President

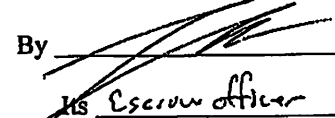
Seller

LAPEER COUNTY INTERMEDIATE
SCHOOL DISTRICT, a Michigan intermediate
school district

By DocuSigned by:
Steven L. Zott
C3C87296A320418
Its Superintendent

Purchaser

TRANSNATION TITLE AGENCY OF
MICHIGAN GRAND RAPIDS DIVISION,
LLC, a Michigan limited liability company

By 
Its Escrow Officer

Escrow Agent

EXHIBIT A

Property

Real property situated in the City of Lapeer, Lapeer County, State of Michigan, described as follows:

Parcel 1: Lot 14, Churchill Farms Subdivision, Lapeer Township, Lapeer County, Michigan, according to the recorded plat thereof as recorded in Liber 1 of Plats, Page 92, Lapeer County Records.

Parcel 2: Lot 13, Churchill Farms Subdivision, Lapeer Township, Lapeer County, Michigan, according to the recording plat thereof as recorded in Liber 1 of Plats, Page 92, Lapeer County Records.

Parcel 3: Lot 20, Churchill Farms Subdivision, Lapeer Township, Lapeer County, Michigan, according to the recorded plat thereof as recorded in Liber 1 of Plats, Page 92, Lapeer County Records.

Tax Parcel Nos.: L21-16-550-013-00; L21-16-550-020-00