

## OFFER TO PURCHASE REAL PROPERTY

Issued by Authority of  
1992 Public Act 307, as amended

Department of Military and Veterans Affairs  
Construction & Facilities Management Office  
3423 N. Martin Luther King Jr. Blvd  
Lansing, Michigan 48906

City of Charlotte, a municipality in the State of Michigan hereinafter called the "Buyer", whose address is 111 E. Lawrence Ave., Charlotte, Michigan 48813, hereby agrees to the following terms and conditions, to purchase from the State of Michigan, Military and Veterans Affairs, hereinafter called the "Seller", whose address is 3423 N. MLK Jr. Blvd, Lansing, MI 48910, and whose address for purposes of communications with regard to this transaction is 3423 N. MLK Jr. Blvd, Lansing, MI 48910 Attention: Lynn Bastian, the following land, structures and improvements located in Eaton County, Charlotte, State of Michigan, described as follows:

A parcel of land in the SE ¼ of section 24, T2N, R5W, Carmel Township, City of Charlotte, Eaton County, Michigan, described as commencing at the E ¼ corner of said section 24; thence N88°12'20"W 24.50 feet, on the E-W ¼ line of said section 24 to the point of beginning of this description, said point being the intersection of the west right of way line of Cochran Road with said E-W ¼ line, said point also being the southerly right of way of Tirrel Drive; thence N88°12'20"W 591.98 feet, on said E-W ¼ line and southerly right of way of Tirrel Drive; thence S01°48'15"W 564.30 feet; thence N74°59'18"E 459.65 feet; thence N01°48'15"E 94.85 feet; thence S72°55'26"E 157.00 feet, to the west right of way of Cochran Road; thence N01°53'00"E 377.93 feet, to the point of beginning, containing 6.27 acres. All bearings are relative and referenced to Cochran Road (US-27BR) from M.D.O.T. right of way plans.

**subject to all applicable building, use restrictions, liens, charges, title exceptions, and easements, if any, affecting the premises for the sum of Two Hundred and Thirty Seven Thousand and 00/100 Dollars ( \$237,000.00 ) payable to the Seller . Hereinafter called the "Premises".**

1. This Agreement shall be irrevocable until 5:00 p.m., (January 12<sup>th</sup>, 2015 ) and thereafter may be revoked by the Buyer's giving written notice of revocation to the Seller. THIS OFFER TO PURCHASE CANNOT BE ALTERED. IF ANY LANGUAGE IS LINED OUT OR REVISED, IT WILL VOID YOUR PURCHASE OFFER.
2. The Seller, by executing the acceptance portion hereof and depositing the same in the United States mail in an envelope addressed to the Buyer at the address stated above, or at any other address designated by the Buyer in writing prior to the acceptance, and upon the happening of such events this document shall, without further action of either of the parties, become a binding contract for the sale of the aforesaid Premises. If the Buyer fails to perform any of its obligations under this agreement, the Seller, upon 15 days notice to the Buyer, may terminate this agreement and any monies paid hereunder may be retained by the Seller as liquidated damages, in which latter event the Seller shall have no other rights, remedies or recourse on account of the Buyer's failure to perform its obligations.
3. An earnest deposit in the form of a cashier's check made payable to the State of Michigan in the amount of **\$11,850.00** shall accompany three properly executed copies

of this Agreement; said deposit shall be credited to the purchase price and the balance due shall be paid by cashier's check payable to the State of Michigan – Department of Military and Veterans Affairs and delivered at a closing. All closing costs and special assessments will be paid by the Buyer. The closing shall occur at an agreed upon location and time by both the Seller and Buyer, designated by the Seller in writing and occurring not more than 30 calendar days after mailing of the written notice of closing. The closing documents are to be prepared by the Seller. **Closing shall be contingent upon receiving approvals from the Adjutant General (Director) of our department.** At closing, Seller shall convey title, by Quit-Claim Deed, to the Premises subject to any liens, charges, actions, encumbrances and title exceptions.

4. After receipt of the Cashier's Check at the closing, pursuant to paragraph 3, the Seller shall deliver to the Buyer a Quit-Claim Deed as required by 1992 PA 307 prepared and approved by the Attorney General. The execution and delivery of the Quit-Claim Deed by the Seller shall be deemed to be a full performance and discharge of all the terms and conditions of this Agreement to be observed or performed by Seller, except those that herein are stated expressly to survive the closing.
5. This Offer and all of Buyer's obligations hereunder are contingent upon Buyer's satisfaction, with the Premises following Buyer's testing, analysis, inspection and evaluation of the Premises ("Buyer's Evaluations"). **Forty five (45)** days after Buyer's receipt of Seller's acceptance of this Offer ("Inspection Period") in which to conduct such investigations, evaluations and testing of the Premises (both above ground and below ground) as Buyer deems appropriate in order to determine if the Premises are satisfactory and suitable for Buyer's intended use and enjoyment. Buyer's Evaluations may include, but shall not be limited to: (i) a physical inspection of all aspects of the Premises; (ii) an environmental analysis and investigation of the Premises; (iii) an analysis of the availability of any federal, state or local tax abatements or property tax reductions for the Premises; (iv) a verification that there are no existing special assessments affecting the Premises; (v) investigating the availability and condition of utility and sewage services and systems including, but not limited to, gas, water, electricity, sanitary sewer, storm sewer and telephone services and systems; (vi) making soil tests, borings and other engineering, environmental and architectural tests and evaluations; (vii) reviewing and analyzing all applicable building and use restrictions, building codes and all other federal, state and local statutes, codes, ordinances, rules and regulations relating to the ownership, development or use of the Premises other than those relating to zoning; and (viii) analyzing the results of any survey. During the term of the Inspection Period and at all times prior to closing, Buyer, its employees, agents, representatives, engineers, inspectors and surveyors (collectively "Representatives"), following notice to and approval by the Administrative Services Division of the Department of Military and Veterans Affairs, shall have the right of access to the Premises at all reasonable times for the purposes of performing Buyer's Evaluation provided Buyer has executed the attached Release and obtained such a Release from its Representatives. Buyer shall indemnify and hold Seller free and harmless from and against any liability arising there from. In the event that Buyer is dissatisfied with the result of Buyer's evaluation relating to the environmental analysis and investigation of the Premises, Buyer may perform a baseline environmental assessment (BEA) and disclose the results of the BEA to the appropriate governmental or regulatory authority, or in lieu thereof, Buyer shall have 10 days following expiration of the Inspection Period to rescind and terminate this Agreement without penalty or liability. Such termination must be made in writing. **Upon termination under this paragraph,**

**Seller shall return all of Buyer's deposit to Buyer. All of Buyer's Evaluations shall be performed at the sole cost and at the sole risk of Buyer. In the event Buyer does not rescind and terminate this Agreement for cause under this paragraph within ten days following expiration of the Inspection Period, Buyer shall have no further right to subsequently terminate or rescind this Agreement.**

BUYER ACKNOWLEDGES THAT ONCE IT HAS ACCEPTED THE PREMISES PURSUANT TO THIS PARAGRAPH, IT TAKES THE PROPERTY "AS IS".

6. Buyer acknowledges that it has had the opportunity for physical inspection of the Premises and agrees that the Seller assumes no liability or responsibility for the presence of any toxic, hazardous, or injurious substances on, in or, below the Premises, and Buyer accepts the Premises "as is", that is, in its present condition. The Seller makes no representations as to any toxic, hazardous or injurious substances on, in or below any property adjacent to the Premises. It shall be the sole responsibility of the Buyer to make its own due diligence inquiry as to the Premises. Buyer agrees to indemnify the Seller and hold the Seller harmless against and from any claim related to any hazardous, injurious or toxic substances existing or discovered in, on or below the Premises. If the Buyer has performed in good faith prior to the Closing Date a baseline environmental assessment (BEA) and has disclosed the results of the BEA to the appropriate governmental or regulatory authority, pursuant to section 20126(a)(c) of the Natural Resources and Environmental Protection Act (MCL 324.20126(a)(c)) for purposes of attempting to obtain an exemption from liabilities relative to any preexisting environmental contamination, then Buyer's duty to indemnify Seller will extend only to those claims to which an exemption under the Act does not apply. Buyer agrees to take no administrative or judicial action against the Seller because of the existence or discovery of such substances. Buyer agrees to promptly notify the Seller in the event that any toxic, hazardous or injurious substances are discovered by the Buyer on, in or below the Premises.

**The Buyer acknowledges that asbestos may be present within structures located on, or below, the surface of the Premises and agrees to accept the Premises "as is", i.e., in its present condition. The Buyer further acknowledges and understands that the building materials and structures on the Premises may contain asbestos and that any reuse or redevelopment of the Premises that result in demolition or structural changes may result in the release of asbestos or asbestos-containing materials. The parties agree that the Seller will assume no liability, cost, or responsibility for the existence, release, removal or abatement of asbestos or asbestos-containing materials. The Buyer agrees that it will not pursue administrative or judicial action against the Seller for any liability that the Buyer may incur relating to the removal or abatement of asbestos or asbestos-containing materials including, without limitation, any action for contribution, cost recovery, third party action, injunctive relief to compel the Seller to investigate or take remedial action, declaratory relief, damages, or any action associated with any obligations the Buyer may have to comply with federal, state or local law in conjunction with the removal, or abatement of asbestos or asbestos-containing materials. Notwithstanding anything to the contrary in this paragraph or in this Agreement, the Seller shall assume no liability for asbestos-related claims for exposure to asbestos (if any) occurring after the date of conveyance, and the Buyer shall assume no liability for asbestos-related claims for exposure to asbestos (if any) occurring prior to the date of conveyance.**

7. The Buyer shall be responsible for the costs of issuance of the title insurance policy, if any is obtained.
8. When title passes to the Buyer at closing, the Premises will immediately become subject to certain state safety and regulatory laws and to certain local ordinances and regulations to which the Premises was not heretofore subject because it was owned by the State. Buyer acknowledges that in certain substantial respects the Premises may not comply with such statutes, rules, ordinances and regulations and would have to be substantially altered or repaired to be brought into compliance, unless the Buyer immediately commences demolition of the building(s) or the non-complying portions thereof. The Buyer acknowledges that the Seller is under no obligation to take any action to bring the Premises into compliance with such statutes, and has had the opportunity to make a personal inspection of the Premises. The Buyer further acknowledges that it is the Buyer's responsibility to consult with all state and local regulatory agencies which have and will continue to have, or will acquire jurisdiction.
9. If any party shall assert a claim to a fee, commission or other compensation on account of alleged employment by the Buyer as a broker or finder or for performance of services for the Buyer as a broker or finder in connection with this Agreement, the Buyer shall (a) indemnify, defend and hold harmless the Seller against and from any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon (including without limitation, counsel and witness fees in defending against such claim) and (b) satisfy promptly any settlement or judgment arising from any such claim or any action or proceeding brought thereon.
10. A condition of closing will be changing all utility bills to Buyer's name as of closing date.
11. If between the time of offer and time of closing, all or any part of the Premises shall be destroyed or damaged by fire or any other casualty without fault of the Buyer, and if in the Seller's sole reasonable judgment the value of the Premises is substantially reduced by such casualty, the Buyer may withdraw the offer or terminate this agreement and all obligations of the Buyer and the Seller hereunder without recourse against the Seller.
12. It is expressly understood and agreed that neither the Seller nor the Buyer shall assign its interest under this Agreement or any portion thereof without the prior written consent of the other party, its successors or assigns.
13. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be construed and enforced in accordance with the laws of the State of Michigan.
14. This instrument constitutes the entire agreement between the Seller and the Buyer, and there are no other terms, conditions, promises, understandings, statements or representations, expressed or implied, concerning the transaction contemplated

hereunder. This agreement shall inure to the benefit of and bind the parties hereto and their respective personal representatives, successors and assigns.

Signed on behalf of Buyer this \_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Signature  
Title: \_\_\_\_\_

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Signature  
Title: \_\_\_\_\_

WITNESSES:

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STATE OF MICHIGAN

COUNTY of \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a notary public in and for said county appeared \_\_\_\_\_ and \_\_\_\_\_ the buyers, known to me to be the person designated as Buyer and acting on their own behalf who, first being duly sworn, stated they have read and are familiar with the contents of said documents, that they executed the same with their own signature, and that such was their free act and deed.

Notary Public

\_\_\_\_\_, County, Michigan  
My Commission expires:



ACCEPTANCE

The State of Michigan, by its Department of Military and Veterans Affairs acting pursuant to Act 307 of the Public Acts of 1992, and with the approval of the State Adjutant General on \_\_\_\_\_, accepts the foregoing Offer according to the terms thereof.

WITNESSES:

STATE OF MICHIGAN

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

\_\_\_\_\_  
Signature

Gregory J. Vadnais  
Major General, MIARNG  
Adjutant General of Michigan

Printed: \_\_\_\_\_

\_\_\_\_\_  
Signature

Printed: \_\_\_\_\_

THIS DOCUMENT WAS PREPARED: 12 November 2014

By Ms. Lynn Bastian  
Real Property Specialist  
CFMO 571 481-7921