

INSTRUCTIONS TO BIDDERS

1. General

The Charter Township of Washington is the owner of real property ("Property") more fully described in Exhibit "A".

The Township is seeking proposals from bidders to purchase the Property in accordance with the terms set forth herein. This bid package includes the following documents:

1. Instructions to Bidders
2. Agreement to Purchase Real Estate

2. Submittal of Bids

Bids shall be enclosed in a sealed and opaque envelope directed to the Township Clerk, Charter Township of Washington, 57900 Van Dyke, Washington, Michigan 48094. The notation "**BID FOR PURCHASE OF 18.3 ACRES**" shall appear on the outside of the envelope containing the bid, together with the name, address and telephone number of the bidder. The bid package, properly labeled, must be received by the Township Clerk by 4:00 p.m. on August 6, 2021.

The bid opening is scheduled for August 9, 2021 at 10:00 a.m. in the Board Room located at the Township Offices at 57900 Van Dyke, Washington, Michigan 48094.

Bids shall be submitted on the Agreement to Purchase Real Estate contained in these Instructions. The Agreement to Purchase Real Estate shall be accompanied by a cashier's check in the amount of Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars made payable to the Charter Township of Washington. The Twenty-Five Thousand and 00/100 (\$25,000.00) Dollar deposit shall be utilized in accordance with paragraph two (2) of the Agreement to Purchase Real Estate. Checks shall be returned promptly to unsuccessful bidders after the Township and successful bidder have both executed the Agreement to Purchase Real Estate. The Agreement to Purchase Real Estate shall be signed with the full name and address of the bidder. In the case of an individual, sole proprietorship, limited partnership or co-partnership, the name of each registered individual or any partner(s) shall be provided together with a certified copy of its Certificate of Assumed Name, Certificate of Limited Partnership, or Co-Partnership, as the case may be. In the case of a corporation or limited liability company, the corporate name, state of incorporation and copy of the Articles of Incorporation, or Organization, Certificate of Good Standing issued by the State of Michigan and its authorization to do business in the State of Michigan and the right of the individual to sign the Agreement to Purchase Real Estate on behalf of the bidder shall be included.

All bids must be submitted by filling in the proper blanks on the Agreement to Purchase Real Estate. Bidders are directed to submit their bids in the precise format displayed in the Agreement to Purchase Real Estate without any modifications.

Each bid must include a fully-executed Agreement to Purchase Real Estate, completed in accordance with these Instructions with no pages removed or altered and signed by an individual authorized to commit the bidder to the Agreement to Purchase Real Estate. To that end, a properly certified resolution of the board of directors of corporate bidders, or a sworn statement by the general partner of a limited or co-partnership or managing partner of a limited liability company must be attached to the bid attesting to the signor's authority to commit the bidder to the Agreement to Purchase Real Estate.

3. Inquiries

Questions or clarifications of these Instructions to Bidders should be directed in writing to: Stan Babinski, Clerk, Charter Township of Washington, 57900 Van Dyke, Washington, Michigan 48094.

4. Withdrawal of Proposal

A bidder may not withdraw a bid until September 8, 2021. If no Agreement to Purchase Real Estate has been accepted by the Township by September 8, 2021, any bidder may withdraw the bid and receive a return of the deposit. By mutual consent between the Township and the recommended bidder, this time period may be extended.

5. Award of Contract

The Township reserves the right to reject any and all bids and/or select a bidder on the basis of all relevant factors.

6. Multiple Bidding Prohibited

More than one (1) bid -under the same name or different names, from any individual, proprietorship, partnership, co-partnership, firm, company, corporation, association or limited liability company shall not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid will cause the rejection of all bids in which the bidder is interested. If there is cause for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in this or future proposals. Bidders must submit with their bid a signed and notarized statement of non-collusion on the form attached to these bid documents.

7. Familiarity with Contract Documents

The submission of a proposal shall be considered as a representation that the bidder has inspected the Property and that the bidder is satisfied with the character and quality of the Property. The bidder is cautioned to carefully read and become thoroughly familiar with the Agreement to Purchase Real Estate. The Agreement to Purchase Real Estate shall be controlling as to the obligations of the bidder, and, in the event of any ambiguity or inconsistency, shall control and supersede any of the statements made in the Notice of Sale of Township Property or Instructions to Bidders.

AGREEMENT TO PURCHASE REAL ESTATE

1. **THE UNDERSIGNED** ("Purchaser") hereby offers to purchase land ("Property") situated in the Charter Township of Washington, Macomb County, Michigan, described on Exhibit "A" attached hereto and incorporated herein by reference.

The purchase price is _____ and 00/100 (\$_____) Dollars.

The sale is to be consummated by delivery of the usual Warranty Deed conveying marketable title.

2. **EARNEST MONEY DEPOSIT.** Immediately after both parties sign this Agreement, the Purchaser shall deliver to the Greco Title Agency, 36800 Gratiot Avenue, Clinton Township, MI 48035, the depository, the earnest money deposit of Twenty Five Thousand (\$25,000.00) Dollars submitted with Purchaser's bid package. The depository shall hold the deposit in an escrow account as earnest money for the transaction described in this Agreement to evidence the Purchaser's good-faith intention to consummate the Agreement. The depository agrees to be bound by this paragraph by accepting the amount tendered. If this Agreement is not consummated because the Purchaser fails to perform any of its obligations under this Agreement, the Seller shall notify the depository in writing to give the deposit and any interest to the Seller as liquidated damages for the Purchaser's failure to complete this Agreement. If the transaction contemplated by this Agreement is not consummated because the Seller breaches a warranty or fails to perform any of its obligations under this Agreement, the Purchaser shall notify the depository in writing to return the deposit and any interest to the Purchaser. If the transaction contemplated by this Agreement is consummated, the depository shall give the deposit to the Seller at the closing to be applied to the purchase price of the Property. After receiving written notice from either party that the deposit and interest should be given to that party, the depository shall notify the other party of the demand. If a written objection is not received within five days, the depository may forward the amount pursuant to the notice. If a written objection is received within five days, the depository shall hold the amount until the parties resolve their dispute and each notifies the depository in writing of the resolution or the depository shall file an interpleader action and pay the money to the court.

3. **WARRANTIES BY THE SELLER.** The Seller warrants to the Purchaser and shall certify to the Purchaser at the closing as follows:

a. The Seller has full authority to enter into and perform this Agreement in accordance with its conditions, without breaching or defaulting on any obligation or commitment that the Seller has to any partners or third parties.

b. Except as disclosed in this Agreement, the Seller is not a party to any Agreement or otherwise bound under any obligation with any other party who has any interest in the Property or the right to purchase or lease the Property.

c. Except as otherwise stated in this Agreement, the Seller's interest in the Property will be transferred to the Purchaser at the closing, free and clear of all liens, encumbrances, charges, and adverse claims, contractual or other, except for beneficial utility easements of record.

d. There are no suits, actions, or proceedings pending or, to the best of the Seller's knowledge, threatened by any party, including governmental authorities or agencies, against or involving the Property or to which the Seller is or may become a party in connection with the Property.

e. The Seller has no notice or knowledge of

(1) any government agency or court order requiring repairs, alterations, or corrections of any existing conditions;

(2) any request by an insurer or a mortgagee of the Property requiring repairs, alterations, or corrections of any existing conditions; or

f. Seller has, or will obtain by closing, good and marketable title to the subject Property, free and clear of all mortgages, liens, security interests, pledges, charges or other encumbrances, except for beneficial utility easements of record.

g. Seller has received no official or written notice of any condemnation proceedings against the whole or any part of the Property and has no reason to believe that any agency is contemplating condemnation proceedings against the whole or any part of the Property.

h. Neither this Agreement nor any Exhibit hereto or other written material furnished by or on behalf of Seller contain any untrue statement of a fact or omit to state a fact necessary in order to make the statements contained herein not misleading.

i. Seller has no knowledge of (i) any agreements of sale other than this Offer, options or other rights of third parties, to acquire the Property; (ii) any unrecorded lease, claim, restriction, covenant, agreement, or encumbrance affecting all or any portion of the Property; or (iii) any other agreements which would otherwise affect the Property.

4. SURVIVAL OF THE WARRANTIES. The warranties of the parties in this Agreement shall survive the closing. The act of closing shall not bar either party from bringing an action based on a warranty of the other party.

5. TITLE INSURANCE & OBJECTIONS TO TITLE.

a. Evidence of Title. Within ten (10) days from Seller's acceptance of this Agreement, as evidence of title, Seller shall order a commitment for a policy of title insurance from the Greco Title Agency bearing a date subsequent to the Agreement

Date in an amount not less than the purchase price and offering to guarantee marketability of the title of the Property. The commitment shall be delivered to Purchaser immediately upon issuance thereof. In the event Seller does not order the commitment as required herein, Purchaser may do so. Failure to order the commitment does not constitute a breach of this Agreement. Seller shall pay for the policy of title insurance issued pursuant to said commitment.

b. Title Objections. If Purchaser objects to title Purchaser must notify Seller of the same within 10 days of receipt of evidence of title. Notice shall be by a written opinion of Purchaser's attorney specifying the particular defects claimed. Seller may, but shall not be obligated, to either (1) remedy the title defect claimed or (2) obtain title insurance as required herein either of which must be done within thirty (30) days of the notice of defects. If Seller eliminates the defects claimed within the time specified Purchaser agrees to complete the sale pursuant to the terms of this Agreement. If Seller elects not, or is unable, to remedy the defects claimed, Purchaser may either close and accept such title as Seller is able to convey in full satisfaction of Seller's obligations herein, or receive a return of all monies deposited hereunder in full termination of this Agreement.

6. CONDITIONS PRECEDENT FOR PERFORMANCE BY THE PURCHASER.

The obligation of the Purchaser to consummate the sale contemplated by this Agreement is subject to the fulfillment of the following conditions before the closing. The Purchaser may waive these conditions in writing.

a. Each of the Seller's warranties shall be true as though made again on the closing date, and no warranty shall be breached before the closing.

b. The Seller shall perform and comply with all its obligations under this Agreement by the closing.

c. There shall be no material adverse change in the Property and no encumbrance on the title to the Property from the date of this Agreement to the date of the closing.

d. No action or proceeding to restrain, prohibit, or declare illegal the transaction contemplated by this Agreement shall be pending or threatened. No order restraining or prohibiting the transaction contemplated by this Agreement shall be issued by any public authority, governmental agency, or court. No attachments, garnishments, levies, or liens shall be filed or in effect regarding the transaction contemplated by this Agreement or the Property.

e. All bills and expenses that the Seller has incurred for utilities, services, supplies, or other related items for the Property shall be paid by Seller at or prior to closing.

f. Purchaser shall have thirty (30) days from the date of execution of this Agreement to familiarize himself/herself/itself with the physical characteristics of the Property and any environmental conditions which Purchaser, in his/her/its sole discretion, may deem relevant to his/her/its intended use of the Property. During this period, Purchaser and his/her/its agent shall have the right to enter the Property to determine the Property's suitability for Purchaser's intended use. All tests shall be conducted in a reasonable workmanlike manner at the sole cost, expense and liability of Purchaser and any damage to the Property shall be repaired by Purchaser.

In the event Purchaser is unable to satisfy himself/herself/itself within the time period set forth above that the Property is suitable for his/her/its intended use, Purchaser may cancel this Agreement by advising Seller in writing prior to the expiration of that period. Cancellation by Purchaser shall terminate all rights and obligations of both parties hereunder and all monies deposited by Purchaser pursuant to paragraph 2 shall be returned forthwith. In the event Purchaser shall fail to notify Seller of his/her/its intentions to cancel this Agreement, the same shall constitute a waiver of these conditions. Purchaser agrees to expedite his/her/its examination of the Property.

7. CONDITIONS PRECEDENT TO PERFORMANCE BY THE SELLER. The obligation of the Seller to consummate the sale contemplated by this Agreement shall be subject to the fulfillment of the following conditions before the closing. The Seller may waive these conditions in writing.

a. Each of the Purchaser's warranties shall be true as though made again on the closing date, and no warranty shall be breached before the closing.

b. The Purchaser shall perform and comply with all its obligations under this Agreement by the closing.

8. TERMINATION. If either the Purchaser or the Seller is not obligated to complete this Agreement because a Condition Precedent is not met, that party may terminate this Agreement by notifying the other party of the intention to terminate this Agreement and the reason. The Purchaser or the Seller may waive any obligations of the other party without prejudicing the right to subsequently assert other conditions or to make a claim against the other party for the breach of a condition or warranty.

9. CLOSING DATE AND PLACE. If this Offer is accepted by Seller and if title can be conveyed in the condition required hereunder, this sale shall close within thirty (30) days after Purchaser's receipt of a satisfactory title commitment as required in Paragraph 5 or thirty (30) days after the expiration of the period set forth in Paragraph 6(f), whichever is later. The closing shall take place at the Greco Title Agency in Clinton Township, Michigan.

10. ENCUMBRANCE REMOVAL. Any existing encumbrance on the Property which Seller is required to remove hereunder may be paid and discharged with the purchase money at the time of closing or, at the election of Purchaser and with the consent of

Seller, assumed by Purchaser and the amount thereof deducted from the proceeds due to Seller.

11. CONDITION OF PROPERTY. Except for defects of which Seller has actual knowledge, Purchaser, based upon the initial inspection of the Property knows the condition of the Property and is purchasing the same "as is".

12. PRORATIONS. All taxes on the Property which are due and payable on or before the date of closing shall be paid by Purchaser. At closing all taxes covering the current taxing period shall be adjusted from the date upon which each of said taxes become due and not the fiscal year of the taxing authority, and Purchaser shall reimburse Seller for such proportion thereof as the number of days from the date of closing to the next date upon which said tax shall become due bears to 365. Taxes shall be considered as paid in advance. Special assessments for public improvements which have been confirmed by public authority at the date of this Agreement shall be the sole obligation of Purchaser. All taxes of any kind levied upon the transfer of real property imposed as a consequence of this transaction or documentary stamps to be affixed to any document executed pursuant to this Agreement shall be paid by Purchaser.

13. DEFAULT. In the event of default by Purchaser, Seller may, at its option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages. In the event of default by Seller, Purchaser may, at his/her option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of its entire deposit in full termination of this Agreement. If two or more persons execute this Agreement as Purchaser, their obligations shall be joint and several.

14. CONSTRUCTION. Whenever the singular number is used, the same shall include the plural and the neuter, masculine and feminine genders shall include each other. If any language is stricken or deleted from this Agreement, such language shall be deemed never to have appeared herein and no other implications shall be drawn therefrom.

15. ENTIRE AGREEMENT. Time is of the essence of this Agreement. Seller and Purchaser acknowledge that they have read the entire contents hereof and are familiar with the provisions contained herein. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. All prior agreements between the parties with respect to the subject matter hereof, whether written or oral, are merged herein and shall be of no force or effect. This Agreement may only be changed, modified or discharged by an agreement in writing signed by the party against whom enforcement thereof is sought.

16. BINDING EFFECT. The covenants herein shall be binding upon and shall enure to the benefit of Purchaser and Seller and their respective executors, heirs, legal

representatives, successors, administrators and assigns. These covenants shall survive the closing for the sale of the Property.

17. SUCCESSORS AND ASSIGNS. This Agreement shall bind and benefit the parties and their successors and assigns.

18. GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with and governed by Michigan laws. Any actions concerning this Agreement shall be brought in Macomb County, Michigan.

19. NOTICES. Any notices required by this Agreement shall be served personally or by registered mail, certified receipt requested, to the party for whom it is intended at the address listed at the beginning of this Agreement.

20. EFFECTIVE DATE. This Agreement shall be effective when all the parties listed below have signed this Agreement.

WITNESS:

PURCHASER:

[Print Name]_____

Dated _____

WITNESS:

SELLER:

CHARTER TOWNSHIP OF WASHINGTON,
A Michigan Municipal Corporation

BY: _____
Sebastian Previti, Supervisor

Dated _____

Purchaser acknowledges receipt of Seller's signed acceptance of this Agreement.

Dated: _____

EXHIBIT A**TAX ID PARCEL NUMBER: 04-35-105-017**

PART OF LOT 19 OF AMENDED PLAT OF LOTS 1, 2, 3, 4, 5, 8, 9, AND 10 AND THE VACATED PARTS OF NEWELL AVENUE, GERNT AVENUE, AND CLEBURNE AVENUE OF NEWELL'S GARDEN ACRES SUBDIVISION AS RECORDED IN LIBER 156, PAGES 47 THROUGH 49 OF PLATS, WASHINGTON TOWNSHIP, MACOMB COUNTY, MICHIGAN; MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF LOT 19 OF SAID PLAT; THENCE THE FOLLOWING SIX (6) COURSES BEING ALONG THE NORTHERLY AND EASTERLY LINES OF SAID LOT 19: (1) NORTH 89 DEGREES 07 MINUTES 28 SECONDS EAST, 600.01 FEET; AND (2) SOUTH 00 DEGREES 30 MINUTES 00 SECONDS WEST, 340.00 FEET; AND (3) NORTH 89 DEGREES 07 MINUTES 28 SECONDS EAST, 330.01 FEET; AND (4) SOUTH 00 DEGREES 30 MINUTES 00 SECONDS WEST, 15.00 FEET; AND (5) NORTH 89 DEGREES 07 MINUTES 28 SECONDS EAST, 330.01 FEET; AND (6) SOUTH 00 DEGREES 30 MINUTES 00 SECONDS WEST, 678.22 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS WEST, 132.30 FEET TO A POINT BEING THE NORTHEAST CORNER OF RE-PLAT NO.2 OF LIBERTY WOOD CONDOMINIUM PLAN NO. 523; THENCE THE FOLLOWING THREE (3) COURSES BEING ALONG THE NORTH LINE OF SAID CONDOMINIUM; (1) NORTH 87 DEGREES 06 MINUTES 18 SECONDS WEST, 225.48 FEET; AND (2) NORTH 78 DEGREES 06 MINUTES 32 SECONDS WEST, 153.80 FEET; AND (3) SOUTH 86 DEGREES 10 MINUTES 23 SECONDS WEST, 151.91 FEET TO A POINT BEING ON THE EAST LINE OF GERNT AVENUE (30 FEET WIDE); THENCE NORTH 00 DEGREES 30 MINUTES 00 SECONDS EAST, 389.04 FEET ALONG SAID EAST LINE ALSO BEING THE WEST LINE OF LOT 19 TO A POINT ON THE NORTH LINE OF NEWELL AVENUE (30 FEET WIDE); THENCE SOUTH 89 DEGREES 07 MINUTES 28 SECONDS WEST, 600.01 FEET ALONG SAID NORTH LINE TO A POINT BEING ON THE EAST LINE OF JEWELL ROAD (93 FEET WIDE); THENCE NORTH 00 DEGREES 30 MINUTES 00 SECONDS EAST, 600.01 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING AND CONTAINING 18.30 ACRES.

**THIS AFFIDAVIT SHALL BE SUBMITTED WITH AND
MADE PART OF THE BID PROPOSAL
TO THE CHARTER TOWNSHIP OF WASHINGTON**

NON-COLLUSION AFFIDAVIT

STATE OF MICHIGAN)
)SS
COUNTY OF MACOMB)

_____, being duly sworn deposes and says that:

The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other bidders in the Request for Bids. Bidder represents that the bid is genuine and not collusive and that Bidder has not colluded, conspired or agreed, directly or indirectly, with any bidder or person to submit a sham bid, fix the bid price or secure any unfair advantage with respect to the Request for Bids.

Signature of Bidder

Subscribed and sworn to before me this
____ day of _____, 2021

Notary Public
_____ County, Michigan
Acting in _____ County
My commission expires: