

## PURCHASE AGREEMENT

BY SIGNING THIS PURCHASE AGREEMENT (Agreement), Stephen D. Opatich, IV, whose address is 58030 Cyrenus Lane, Washington, MI 48094 (Seller), and City of Rochester Hills, whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309 (Buyer), agree to sell and purchase the following real estate (hereafter "the Property") located in the City of Rochester Hills, Oakland County, Michigan, described as follows:

T3N, R11E, SEC 36 SUPERVISORS PLAT OF BROOKLANDS PARK NO. 4.

The North 10 feet of Lot 1539 and all of Lots 1540, 1541, and 1542.

Parcel Nos.        70-15-36-226-006  
                          70-15-36-226-049

commonly known as 2971 and 2975 Eastern Avenue, together with all improvements and appurtenances now on the Property, with Buyer to pay \$150,000.00 (the Purchase Price), subject to the existing building and use restrictions and easements of record, and zoning ordinances, if any, on the following conditions:

### CASH SALE

Seller shall convey title to the Property to Buyer by delivery of a warranty deed conveying marketable title (Deed) on tender of the Purchase Price. Payment of the Purchase Price will be made in cash, title company check or bank cashier's check.

### EVIDENCE OF TITLE

As evidence of title, Seller, at Seller's expense, agrees to furnish Buyer within ten (10) days of the Effective Date (as defined below), a commitment for an owner's policy of title insurance issued by a title insurance company acceptable to Buyer (the Title Company) in an amount not less than the Purchase Price and bearing a date later than the acceptance date of this Agreement, with the owner's policy to be issued pursuant to the commitment insuring marketable title (as defined below) to the Property in Buyer.

Seller agrees that the commitment for title insurance and the subsequent policy to be issued shall be without standard exceptions and shall be recertified and updated at the closing of this transaction as of the date of such closing.

Seller shall execute an owner's affidavit and such other documents as the title insurance company or its agent typically requires for the issuance of a policy without standard exceptions, provided, however, that Buyer shall pay for the cost of any survey required for the deletion of the standard exceptions. For purposes of this Agreement, marketable title shall mean fee simple title free and clear of any and all liens and encumbrances whatsoever, excepting only recorded and enforceable building and use restrictions, public utility easements of record, and zoning ordinances, which shall not constitute title defects or render the title to the Property unmarketable, provided, however, that Buyer, at

Buyer's sole option, may elect to accept title in whatever condition it may be in, notwithstanding such condition would not meet the above definition of "marketable title" and, in such event, marketable title shall mean the condition of title which Buyer has elected to accept.

#### TITLE OBJECTIONS

If objection to the title is made in the commitment for title insurance or based on a written opinion of Buyer's attorney that the title is not in the condition required for performance of this Agreement, Seller, at Seller's sole option, shall have thirty (30) days from the date Seller is notified in writing of the particular defects claimed, either to: (1) fulfill the requirements in the commitment or remedy the title defects set forth in Buyer's attorney's opinion; or (2) refund the deposit in full termination of this Agreement. If Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment, or endorsement to commitment, Buyer agrees to complete the sale within fourteen (14) days of receipt of a revised commitment or endorsement to commitment, subject to any other contingency contained in this Agreement. If, after reasonable efforts, Seller is unable to furnish satisfactory title within the time specified, the deposit shall be immediately refunded in full termination of this Agreement, unless Buyer elects to proceed with the sale accepting such title as Seller is able to convey.

#### EARNEST MONEY DEPOSIT

On the Effective Date (as defined below) of this Agreement, Buyer shall make an earnest money deposit of \$1,500.00 which shall be held by the Title Company or the real estate broker, if any (Broker), and which shall be applied toward the Purchase Price at closing if the sale is consummated.

#### TAXES AND PRORATED ITEMS

All taxes and assessments which have become a lien on the land as of the date of closing shall be paid by Seller, except that: (a) all current property taxes shall be prorated and adjusted between Seller and Buyer as of the date of closing on a due-date basis, without regard to lien date, as if paid prospectively (e.g., taxes due July 1 will be treated as if paid for the period July 1 through the following June 30, and taxes due December 1 shall be treated as if paid for the period December 1 through the following November 30); and (b) Buyer shall be responsible for the payment of all property taxes falling due after the date of closing without regard to lien date. Current homeowners, subdivision, or condominium association dues and assessments, if any, shall also be prorated between Seller and Buyer as of the date of closing on a due-date basis. Capital or lateral charges and special assessments which have become a lien on the Property shall be paid in full by Seller on or before closing. Capital or lateral charges and special assessments which have not become a lien on the Property shall be paid by Buyer either in full at closing, or, if applicable, in installments, and Seller shall pay all association dues during any post-closing occupancy period to the date of delivery of possession to Buyer. Seller shall pay

closing occupancy period to the date of delivery of possession to Buyer. Seller shall pay the cost of all utilities and service charges through and including the date of transfer of possession and occupancy to Buyer.

#### GOVERNMENTAL INSPECTIONS

If the Property is located within a city, township, village, or other governmental jurisdiction which requires that the Property be inspected prior to sale or transfer, Seller shall conduct and pay for such inspection(s) and any repairs necessary to meet the requirements of such city, township, village, or other governmental jurisdiction.

#### CLOSING

Closing shall take place at the office of the Title Company. If the closing takes place anywhere other than at the office of the Title Company, Seller shall arrange for a Title Company representative with authority to update and mark up the commitment for title insurance as required under this Agreement to be present at the closing. If title can be conveyed in the condition required under this Agreement and all contingencies have been satisfied or waived, closing shall take place on a date and time as is mutually agreeable to the parties provided, however, that closing shall occur not later than **September 7, 2021**. Seller shall provide a complete package of every document (other than loan documents) to be executed by Buyer to Buyer's attorney within 48 hours of closing.

#### PAYMENT OF FEES, CLOSING COSTS, ETC.

The parties agree that the Title Company shall prepare the required Deed and closing documents necessary to complete this transaction, that the Title Company shall conduct the closing, and that the cost of same, together with any settlement, document preparation, or disbursement fee, shall be split equally between Seller and Buyer. Seller shall pay the required transfer taxes, the cost of an owner's commitment and policy of title insurance, and recording fees relative to the discharge of Seller's mortgage, if any. Buyer shall pay the cost of recording the Deed from Seller. At closing, the parties shall execute closing statements prepared by the Title Company and all income or other tax reporting documents as required by the Title Company.

#### POSSESSION

Seller shall deliver possession of the Property to Buyer free of all occupants and debris at closing, except that Seller's current tenant is permitted to occupy the 2975 Eastern premises, as a licensee of Buyer, for up to 90 days after closing. Seller shall be responsible for, and shall hold Buyer harmless from any utility charges or other costs that may accrue or later become a lien on the Property.

#### BUYER'S CONTINGENCIES

Buyer's obligations under this Agreement shall be contingent on the following:

the Effective Date (as defined below). Buyer's inspection under this paragraph may include, by way of example but not limitation, inspections of the electrical systems, foundations, roof, walls, flooring, plumbing, and other systems servicing the Property and its improvements, and the environmental condition of the Property. If Buyer, in Buyer's sole discretion, is not satisfied with the results of the inspection(s) for any reason, Buyer shall notify Seller in writing of Buyer's dissatisfaction within three (3) business days after the expiration of the inspection period. If Buyer so notifies Seller, Seller shall immediately refund to Buyer all sums deposited by Buyer and this Agreement shall be terminated and have no further force and effect. If no written objection is made by Buyer within the stated period, this inspection contingency shall be deemed to be waived by Buyer and the parties shall proceed to closing in accordance with the terms of this Purchase Agreement and Buyer shall be deemed to have purchased the Property in an "AS IS" condition.

- At Buyer's sole option and expense, Buyer obtaining a survey of the Property within thirty (30) days after the Effective Date (as defined below). If Buyer is not satisfied with the results of the survey for any reason related to title, marketability, or Buyer's use of the Property, or if, for any reason, the survey is insufficient to cause the survey exception to be deleted from the standard exceptions to the policy of title insurance, Buyer shall so notify Seller in writing within three (3) business days after the expiration of the survey period. On receipt of written notice of same, Seller shall immediately refund to Buyer all sums deposited by Buyer and this Agreement shall be terminated and of no further force and effect. If no written objection is made by Buyer within the stated period, this survey contingency shall be deemed to be waived by Buyer and the parties shall proceed to closing in accordance with the terms of this Purchase Agreement and Buyer shall be deemed to have purchased the Property in an "AS IS" condition.
- If the Property is serviced by a well or septic system, Seller, at Seller's sole expense, obtaining an inspection of the well and septic systems by the county department of environmental health or other county agency responsible for conducting such tests and/or a private contractor who is duly licensed and qualified to conduct such tests, within ten (10) business days of Buyer's receipt of an accepted copy of this Purchase Agreement from Seller. Within such ten (10) day period, Seller shall deliver to Buyer a written report of such inspection and tests, signed by the appropriate governmental agency. Buyer shall have three (3) business days after actual receipt by Buyer of the written report to notify Seller of Buyer's dissatisfaction with the results of the inspection/tests. If such inspection and/or tests are not satisfactory to Buyer, on receipt of written notice of same, Seller shall immediately refund to Buyer all sums deposited by Buyer and this Agreement shall be terminated and of no further force and effect. If no written objection is made by Buyer within the stated period, this well and septic contingency shall be deemed to be waived by Buyer and the parties shall proceed to closing in accordance with the terms of this Purchase Agreement and Buyer shall be deemed to have purchased the Property in an "AS IS" condition.

- Prior to or simultaneous with closing, the donation and conveyance to Buyer of parcels 70-15-36-204-029 & 030.

### SELLER'S REPRESENTATIONS

Seller represents and warrants to Buyer as follows:

- To the best of Seller's knowledge, there is no pending litigation affecting all or any part of the Property, or Seller's interest in it.
- To the best of Seller's knowledge, there are no uncorrected violations of any building codes and regulations, health codes, or zoning ordinances affecting the Property or the use or enjoyment of it.
- To the best of Seller's knowledge, there are no undisclosed or latent defects affecting the Property and its improvements other than as set forth and identified on Seller's Disclosure Statement.
- To the best of Seller's knowledge, there are no unrecorded interests of any person(s) or entity(ies) in and to the Property whatsoever (including, but not limited to, easements, profits, and licenses).
- To the best of Seller's knowledge, there are no easements, either above the surface, at grade, or subsurface, other than utility easements of record, which would affect or interfere with Buyer's use and enjoyment of the Property, as determined by Buyer.
- To the best of Seller's knowledge, access to the Property is by public road.
- To the best of Seller's knowledge, the Property does not lie within a 100-year flood plain.
- To the best of Seller's knowledge, there are no underground storage tanks or hazardous or toxic substances existing on, under, or above the Property as defined in any federal, state, or local law, regulation, rule, statute, or directive, nor is there any asbestos or urea formaldehyde foam insulation installed in or on the Property.
- Seller holds all possible land division rights to the Property and will transfer all such division rights to Buyer with the Deed.

These representations and warranties shall survive the closing of this transaction and shall not be deemed merged into the Deed.

## CONDITION OF PROPERTY

Seller agrees to maintain the Property in substantially the same condition in which it existed as of the date of this Agreement for the period through the last date of Seller's occupancy and possession of the Property. Seller and Buyer agree that Buyer shall be permitted to conduct a walk-through inspection of the premises and Property within 48 hours before the date of closing to enable Buyer to confirm that the Property is in the same condition as existed on the date of Buyer's physical inspection. If Buyer is not then satisfied that the premises and Property have been maintained by Seller as required under this Agreement, Buyer shall have the right to delay the closing until the premises and Property is returned to the required condition. If Seller fails or refuses to return the premises and Property to the required condition within fourteen (14) days of Buyer's demand for same, Buyer shall have the right (but not the obligation) to declare this Agreement null and void and all deposits paid by Buyer shall be immediately returned to Buyer.

## LEGAL DESCRIPTION

Buyer and Seller acknowledge and agree that the legal description for the Property shall be that as set forth in the commitment for title insurance to be obtained by Seller, and furnished to Buyer under this Agreement, or the survey obtained by Buyer, if any. In the event of a conflict between the legal description in the commitment for title insurance and any survey obtained by Buyer, the legal description contained in the survey shall control.

## BUYER'S DEFAULT

In the event of material default by Buyer under this Agreement, Seller may, as Seller's sole option, declare a forfeiture of this Agreement and retain the deposit as liquidated damages.

## SELLER'S DEFAULT

In the event of material default by Seller under this Agreement, Buyer may, at Buyer's option, elect to enforce the terms of this Agreement, demand and be entitled to an immediate refund of Buyer's entire deposit in full termination of this Agreement, or pursue specific performance or any other legal or equitable remedy available to Buyer.

## BINDING AGREEMENT

This Agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties.

## TIME OF THE ESSENCE

Time is of the essence of this Agreement, except that Buyer may waive this provision for the purpose of curing title defects.

BROKERS

Seller and Buyer acknowledge and agree that no real estate broker or sales agents are involved in this transaction, and no commissions will be due and owing to any real estate brokers or sales agents.

EFFECTIVE DATE

The effective date of this Agreement, i.e., the date on which the timing provisions and contingencies of this Agreement begin (the Effective Date), shall be the date on which the last person to sign this document shall have signed the document. If the parties fail to insert the date they signed this Agreement beneath their signatures below, the Effective Date shall be the date on which Buyer received a fully executed copy of this document. **IT IS THEREFORE VERY IMPORTANT FOR EACH PERSON SIGNING THIS DOCUMENT TO PLACE THE DATE OF SIGNING IN THE SPACE PROVIDED BELOW [HIS / HER] SIGNATURE.**

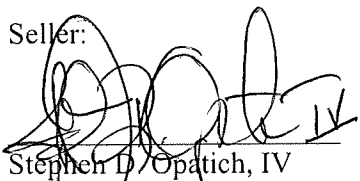
CITY COUNCIL APPROVAL

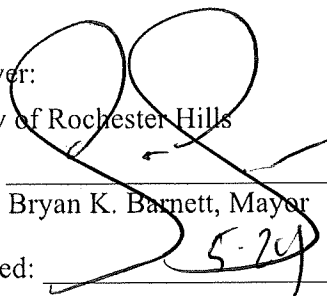
Seller acknowledges that this Purchase Agreement is contingent on and subject to formal approval by the Rochester Hills City Council before it will be binding on Buyer.

ENTIRE AGREEMENT/WRITTEN AGREEMENTS ONLY

This Agreement contains the entire agreement between Seller and Buyer. There are no agreements, representations, statements, or understandings which have been relied on by Seller or Buyer which are not stated in this Agreement. IT IS THE PARTIES' INTENT IN THEIR DEALINGS THAT IF IT IS NOT IN WRITING, IT IS NOT ENFORCEABLE. This Agreement (and written and signed addenda, if any) cannot be modified, altered, or otherwise amended without a writing being duly signed or initialed, as the case may be, by both Seller and Buyer. The parties agree that facsimile and electronic signatures and duly initialed changes are legally enforceable provided the applicable writing contains such signature or initials of all parties to this Agreement.

ACCORDINGLY, Seller and Buyer have executed this Purchase Agreement as of the date written below.

Seller:   
Stephen D. Opatich, IV  
Dated: 5/24/21, 2021

Buyer:   
City of Rochester Hills  
By: \_\_\_\_\_  
Bryan K. Barnett, Mayor  
Dated: 5-24, 2021