

## OFFER TO PURCHASE

**PURCHASE AGREEMENT** made this 23rd day of October 2008, between Rayconnect Inc., whose address is 3011 Research Drive, Rochester Hills, Michigan 48309 (seller) and the **City of Rochester Hills, a Michigan Municipal Corporation** whose address is 1000 Rochester Hills Drive, Rochester Hills Michigan 48309-3033, (purchaser). In consideration of mutual promises herein contained, the seller agrees to sell and the Purchaser agrees to buy, in accordance with the terms and conditions of this agreement the following described Real Estate in the City of Rochester Hills:

### **DESCRIPTION OF TOTAL PROPERTY 15-29-452-028 (TAKEN FROM RECORD DEED L. 40524, P. 809)**

A part of Lot 1 "Supervisor's Plat No. 9" a subdivision of part of the West ½ of Southeast ¼ of Section 29, T3N, R11E, Avon Township (now City of Rochester Hills), Oakland County, Michigan, as recorded in Liber 59 of Plats, Page 13, Oakland County Records, more particularly described as: Beginning at the Southwest corner of said lot; thence N01°01'10"E 125.12 feet along the West line of said Lot 1, also being the centerline of a 60 foot wide easement for roadway; thence N88°31'00"E 348.61 feet; thence S00°58'05"W 125.11 feet to a point on the South line of said Lot 1; thence S88°31'00"W 348.72 feet along said South lot line to the Point Of Beginning.  
Also known as Sidwell No. 15-29-452-028.

### **DESCRIPTION OF HIGHWAY AREA BEING CONVEYED**

The Southerly 70.00 feet of the following described property: Beginning at the Southwest corner of Lot 1 "Supervisor's Plat No. 9" a subdivision of part of the West ½ of Southeast ¼ of Section 29, T3N, R11E, Avon Township (now City of Rochester Hills), Oakland County, Michigan, as recorded in Liber 59 of Plats, Page 13, Oakland County Records ; thence N01°01'10"E 125.12 feet along the West line of said Lot 1, also being the centerline of a 60 foot wide easement for roadway; thence N88°32'10"E 348.61 feet calculated (N88°31'00"E 348.61 feet deed); thence S01°00'54"W 125.12 feet calculated (S00°58'05"W 125.11 feet deed) to a point on the South line of said Lot 1; thence S88°32'10"W 348.62 calculated (S88°31'00"W 348.72 feet per deed) feet along said South lot line to the Point Of Beginning.

Said conveyance contains 24,392 square feet, or 0.560 acres, more or less.

### **DESCRIPTION OF TOTAL PROPERTY 15-29-452-027 (TAKEN FROM RECORD DEED L. 40524, P. 809)**

A part of Lot 1 and all of Lot 2 "Supervisor's Plat No. 9" a subdivision of part of the West ½ of Southeast ¼ of Section 29, T3N, R11E, Avon Township (now City of Rochester Hills), Oakland County, Michigan, as recorded in Liber 59 of Plats, Page 13, Oakland County Records, more particularly described as: Beginning at the Southwest corner of said Lot 1; thence N01°01'10"E 125.12 feet along the West line of said Lot 1 to the Point Of Beginning of this description; thence the following three courses along said West line of Lot 1, also the centerline of a 60 foot wide easement for roadway: (1) N01°01'10"E 229.55 feet, and (2) N19°01'20"W 193.76 feet, and (3) N01°04'48"E

28.01 feet to the Northwest corner of said Lot 1; thence N87°01'10"E 801.69 feet along the North line of said Lots 1 and 2, also being the centerline of a 60 foot wide easement for roadway, as platted; thence S01°35'30"W 588.87 feet along the East line of said Lot 2; thence S88°31'00"W 379.46; thence N00°58'05"E 125.11 feet; thence S88°31'00"W 348.61 feet to the Point Of Beginning.

Also known as Sidwell No. 15-29-452-027.

### **DESCRIPTION OF HIGHWAY AREA BEING CONVEYED**

Part of Lot 2 "Supervisor's Plat No. 9" a subdivision of part of the West ½ of Southeast ¼ of Section 29, T3N, R11E, Avon Township (now City of Rochester Hills), Oakland County, Michigan, as recorded in Liber 59 of Plats, Page 13, Oakland County Records, more particularly described as: Beginning at the Southeast corner of said Lot 2; thence along the South line of said Lot 2 S88°32'10"W 379.32 feet (S88°31'00"W 379.46 feet deed and plat); thence N01°00'54"E 70.07 feet (N00°58'05"W deed); thence N88°32'10"E 201.68 feet; thence along a curve to the right 190.93 feet, said curve having a radius of 293.00 feet, a central angle of 37°20'10", and a chord bearing S70°07'06"E 187.57 feet to a point on the East line of said Lot 2; thence along said East lot line S01°36'45"W 1.73 feet (S01°35'30"W deed; S02°28'00"E plat) to the Point Of Beginning.

Said conveyance contains 22,360 square feet, or 0.513 acres, more or less.

1. The Seller agrees to sell and the Purchaser agrees to purchase the property for the full purchase price of \$200,000.00 Two Hundred Thousand Dollars on the terms and conditions hereinafter set forth. Sellers shall, by Warranty deed, convey to Purchaser good and marketable title to the Real Estate acquired in fee hereunder, subject only to restrictions and easement of record.
2. The Seller shall deliver and Purchaser shall accept possession of the property at the date of closing. Seller may not lease or rent the premises and agrees that it will be free of any leases or rental at the date of closing. Seller agrees to pay insurance coverage until the date of closing.
3. Purchaser shall obtain a commitment for title insurance and the Seller shall be responsible for payment of the applicable title insurance premium for the title insurance policy at closing. If the title commitment contains any conditions, encumbrances or exceptions which in the opinion of the Purchaser may interfere with the Purchaser's intended use of the property, Seller agrees to use his best efforts to eliminate such conditions, encumbrances or exceptions.
4. This agreement may be terminated, because of defects in Sellers title, without further liability or obligation by Purchaser. Purchaser agrees that it will not object to any matters disclosed on the title insurance commitment which can be discharged by Purchaser at the closing upon the payment of money, in an amount not exceeding the purchase price.
5. All taxes, assessments and charges which have become due and payable and a lien upon the property at the date of closing, whether recorded or not recorded, at the date of this agreement, shall be paid by the Seller. Property taxes for the calendar year in which the purchase is completed, shall be prorated and adjusted as of the date of closing in accordance with the due date basis of the City of Rochester Hills, taxing unit in which the

- property is located. Proration shall be by dividing the area being conveyed by the total area of the property and applying the percentage against the property taxes, applicable.
6. The Seller shall pay all real estate transfer taxes due upon the recording of the Warranty Deed, the cost of recording of the Warranty deed and any charge by the Oakland County Treasurer for tax certification of the warranty deed at the time of closing.
  7. The closing of this purchase shall take place at the offices of The Philip F. Greco Title Company, 1349 Rochester Rd., Rochester Hills Michigan 48307 or as otherwise stated by Purchaser within 30 days of the fulfillment, to the satisfaction of Purchaser of all conditions contained in this agreement and after delivery of the commitment of title insurance.
  8. Seller represents that Seller has not, and agrees that it will not, engage in or knowingly permit any other party to engage in any activity on the property that could result in the property or the owners thereof incurring liability under the Natural Resources and Environmental Protection Act of 1994, as amended, any rule or regulation promulgated there under, or any other law or rule of any Federal, State or Local government or agency, concerning the releases or threatened releases of hazardous substances, public health and safety or pollution or protection of the environment ( collectively the "Environmental Statutes").
  9. Further Seller represents that to the best of Seller's knowledge, there has not been and agrees that , prior to closing date, the Seller shall not knowingly cause or permit there to be discharged, emitted stored, spilled, buried or released on, in, at, or under the property, any pollution, contamination, hazardous, or toxic substances, effluents, polychlorinated biphenals, methylene chloride, trichloroethylene, 1, 2-transdichlorethyne, dioxins dibenzofurans, asbestos, asbestos-containing materials, radioactive materials, or other environmental hazards, including but not limited to those included in the Environmental Statutes.
  10. Seller represents and warrants to Purchaser as follows:
    - a. Seller is the fee owner of the property.
    - b. Except as otherwise specifically stated herein, to the best of Seller's knowledge, no person or legal entity, other than Seller, is using or has any right to use, or is in, or has right to possession of, the property or any part thereof.
    - c. Except as otherwise specifically stated herein, to the best of Seller's knowledge, there are no unrecorded claims, right or liens by any person other than Seller with respect to the property, including but not limited to water timber, mineral, gas, or oil rights or leases; or claims of easements or boundary line disputes, encroachments or overlaps with respect to the property.
    - d. To the best of seller's knowledge, there are no claims of any kind whatsoever arising from events happening prior to the date of this offer and pertaining to the property.
    - e. There is no Real Estate Salesman or Broker entitled to claim or receive a commission or any other fee with respect to the property in the event Purchaser exercised its option to purchase.
    - f. Seller certifies to Purchaser that, to the best of Seller's knowledge there are no pending orders or ordinances or resolutions that have been enacted authorizing work or improvements for which the Real Estate may be assessed; and no City, County or State

orders have been served upon him requiring work to be done or improvements to be made which have not been performed.

- g. Seller agrees that on possession, the Real Estate shall be in the same condition as it is on the date of this purchase offer. In case the Real Estate is destroyed by fire or other casualty; all insurance proceeds will be assigned to Purchaser.
- h. Seller will execute a Seller's disclosure statement.

- 11. All of Seller's Representations contained in this option shall survive the closing of the transaction contemplated herein.
- 12. Each party acknowledges that the parties participated equally in the drafting of this agreement, and accordingly, no court construing this agreement shall construe it more strictly against any party hereto.
- 13. The covenants herein shall bind and inure to the benefit of the personal representatives, administrators, successors and assigns of the respective parties.
- 14. The foregoing constitutes the entire agreement between Seller and Purchaser with respect to the property, and supersedes any and all prior and contemporaneous written or oral promises, representations or conditions in respect thereto. The terms and conditions set forth herein may not be changed, modified or revised orally, but only an agreement in writing signed by both parties. Seller hereby acknowledges that this document contains the entire agreement between the parties and that there are no representations or warranties which they are relying upon, except those written herein.
- 15. The purchase and sale of the property (closing) shall be consummated within 30 days of the date that any contingencies are fulfilled or waived.
- 16. This agreement shall be binding upon the parties, their personal representatives, administrators, successors and assigns.
- 17. Arbitration: Any claims or demands of Seller or Purchaser arising out of the agreement including any claims arising out of or related to the physical condition of the property covered by this agreement, including without limitation claims for fraud misrepresentation, warranty and negligence shall be settled in accordance with the rules adopted by the American Arbitration Association.
- 18. Other provisions

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