

OFFER TO PURCHASE/
PURCHASE AGREEMENT

The City of Rochester Hills ("Purchaser"), a Michigan municipal corporation, at 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, agrees to purchase from Mark and Barbara Ott ("Seller"), at 3300 South Blvd. W., Rochester Hills 48309, the following real property (the "Property"), upon the following terms and conditions:

1. Property Description. The real property consisting of real property located at 3300 South Blvd. W., Rochester Hills, Oakland County, Michigan, Parcel I.D. No. 70-15-31-400-017, more particularly described as:

T3N, R11E, SEC 31 PART OF SE 1/4 BEG AT PT DIST N 89-46-35 E 157.92
FT FROM S 1/4 COR, TH N 89-46-35 E 180.00 FT, TH N 01-43-35 E 230.00
FT, TH S 89-46-35 W 180.00 FT, TH S 01-43-35 W 230.00 FT TO BEG 0.95 A

together with all appurtenances, drains and sewers, and oil, gas, and mineral rights, and subject to existing building and use restrictions, rights-of-way and easements of record, and zoning ordinances.

2. Purchase Price. Purchaser shall have the right to purchase the Property for Five Hundred Fifty Thousand Dollars (\$550,000.00), payable by cash, cashier's or certified check or electronic transfer of funds at closing in consideration and exchange for a warranty deed from Seller conveying good and marketable title to Purchaser.

3. Earnest Money Deposit. Purchaser shall, upon Seller's acceptance of the Offer to Purchase, deposit with Liberty Title Agency Forty Thousand Dollars (\$27,500.00) to be held in escrow as an earnest money deposit that shall be applied against the purchase price at closing.

4. Evidence of Title. Purchaser will obtain a commitment for title insurance wherein the title insurance company agrees to issue a standard ALTA owner's title insurance policy in an amount not less than the purchase price, insuring title to be in good and marketable condition free

and clear of any mortgages, lines of credit, security interests, liens, encumbrances, encroachments, leases or rights of parties in possession of any kind or nature to the date of closing, subject only to existing building and use restrictions, rights-of-way and easements of record, and zoning ordinances. Upon closing, ~~Seller~~ ^{Purchaser MO BO} shall pay for and order a title insurance policy consistent with the commitment, which ~~Seller~~ ^{Purchaser MO BO} shall have updated to the date of closing.

5. Survey. Purchaser may, at its own expense, order and prepare a survey of the Property's boundaries.

6. Waste; Seller's Interest in the Property. Seller shall not, through any act or omission, cause or permit waste to occur or jeopardize or lessen Seller's interest in the Property from the date of this agreement through the date of closing.

7. Condition of Property. Purchaser is purchasing the property "as is," and with "all faults." Seller makes no warranties concerning the condition of the Property and leaves Purchaser to its own due diligence.

8. Inspection Period. Purchaser shall have the right within 30 days after the Seller's acceptance of this Offer to Purchase (such period being referred to herein as the "Inspection Period"), at Purchaser's sole cost and expense, to conduct such tests, surveys, studies and examinations of the Property as Purchaser deems advisable, to investigate applicable laws, ordinances and codes, and to do all other things as Purchaser deems necessary, in its sole discretion, to satisfy itself that the Property is suitable for Purchaser's intended use; provided, however, that Purchaser shall not conduct any soil borings or other invasive testing of the Property without the prior written consent of Seller (collectively, the "Inspections"). Seller agrees that Purchaser, its officers, employees, agents, invitees and contractors ("Purchaser's Representatives") shall have reasonable access to the Property to conduct the Inspections, all at

Purchaser's sole cost, risk, and expense. Purchaser shall indemnify, defend and hold Seller harmless from any claim, loss, cost, expense, liability, damage, loss or injury, including reasonable attorneys' fees, arising out of or related to any Inspections. In the event any such Inspections disturb any portion of the Property the Purchaser shall, at its sole cost and expense, promptly restore the Property to its prior condition. These obligations shall survive the Closing or the termination of this Offer. If Purchaser is not satisfied with the results of its Inspections, Purchaser shall have the right to terminate this Offer upon notice to Seller thereof within the Inspection Period, whereupon this Offer shall terminate, the earnest money deposit shall be returned to the Purchaser, and subject to such obligations of Purchaser hereunder which expressly survive termination of this Offer, neither party shall have any further obligation to the other. If Purchaser fails to submit written notification to Seller of its election to terminate this Offer within the Inspection Period, Purchaser shall be deemed to be satisfied with the condition of the Property and the other matters relating thereto shall be deemed satisfied or otherwise waived by Purchaser.

If, after expiration of the Inspection Period, this transaction fails to proceed to closing for any reason, except for the default of Seller, the deposit held in escrow by the Title Company may be released to Seller as liquidated damages for Purchaser's non-performance hereunder, which shall be Seller's sole and exclusive remedy against Purchaser for any default or breach of this Agreement by Purchaser.

9. Taxes and Assessments. Seller shall pay all taxes, special assessments and utility and capital charges which have become a lien on the Property prior to closing. Current taxes, if any, shall be prorated and adjusted to the date of closing on a "due date" basis.

10. Transfer Tax and Recording Fees. Seller shall be responsible for any transfer tax due on the Seller's conveyance of the Property to Purchaser, as well as any fees for the recording

of documents other than the warranty deed to Purchaser, the fee for which shall be paid by Purchaser.

11. Preparation of Closing Documents. Purchaser shall be responsible for preparing, executing and delivering, in a form satisfactory to Seller and the title insurance company, all closing documents, including the deed, closing statement, transferor's certificate of non-foreign status as required under the Internal Revenue Code, and any other documents necessary for closing. The costs incurred in connection with this transaction will be allocated between Seller and Purchaser as follows:

<u>Requirement</u>	<u>Responsibility</u>
Escrow Fees	Purchaser
Survey	Purchaser
Title Search	Purchaser
Title Insurance Commitment/Policy	Purchaser
Closing Fee	Purchaser
Recordation (Warranty Deed)	Purchaser
Transfer Taxes	Seller
Recordation (Clear Title Defects, if any)	Seller
Attorneys' Fees	Each Party pays own

12. Closing Time and Location. Unless this agreement is otherwise terminated due to default or Purchaser's dissatisfaction with the condition of the Property, after inspection pursuant to paragraph 8 of this agreement, closing shall take place within seven (7) days after all conditions precedent to closing, as set forth herein, have been met to Purchaser's satisfaction. Closing shall take place at a location mutually acceptable to Seller and Purchaser.

13. Post-Possession Occupancy. Buyer shall permit Seller to occupy Property after the time of Closing under the following terms and conditions:

A. Occupancy Deadline.

(1) Deadline. Seller must vacate and give possession of Property and keys to Buyer on or before 9 p.m. July 31, 2024 ("Occupancy Deadline"). The parties agree there shall be no occupancy charge paid so long as Sellers vacate prior to the Occupancy Deadline.

(2) Default. If Seller fails to vacate Property by Deadline, Seller shall pay Buyer a flat fee of \$1,500 for each day Seller remains in possession of Property after the Occupancy Deadline and Seller shall also be responsible for any and all reasonable expenses incurred by Buyer as a result of Seller's failure to vacate, such as, but not limited to, attorney's fees, and other costs of enforcing this Agreement. *

Unless an act of God occurs such as death or disability and as for otherwise agreed upon mutually by the parties in writing.

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(3) Property Maintenance and Condition. Seller shall maintain and repair Property, in substantially the same condition as of Closing Date. Except as otherwise agreed in writing, Seller will deliver Property in substantially the same physical condition as on Closing Date and broom clean with all trash and debris removed and deliver to Buyer all keys, key fobs, codes and digital keys, if any.

(4) Utilities. Seller will keep all utilities registered in Seller's name and pay the costs until Occupancy Deadline or such earlier date Seller vacates Property.

B. Risk of Loss. Any personal property not included in the sale and kept on Property by Seller shall be at Seller's risk. Seller shall hold Buyer harmless

from loss or damage to any personal property or bodily injury to any persons having access to Property and shall maintain adequate insurance until Seller vacates the Property. Seller is responsible for maintaining insurance to cover Seller's personal property, if desired, during the period of this Agreement, until Seller vacates Property in accordance with the Occupancy Deadline above.

C. Access. Seller will permit Buyer, its agent and assigns, reasonable access to Property for surveying, engineering and other preliminary site work after Closing, with reasonable notice to Seller, and will deliver one (1) set of keys to Buyer at Closing. Seller will also permit Buyer and its agent and assigns to utilize the driveway for reasonable vehicle use and transportation of materials to and from the Property and adjacent property 3308 South Blvd.

14. Broker's Commission. The parties acknowledge that neither party has engaged the services of a real estate broker, and there is no broker's commission due in connection with this transaction.

15. Default. In the event of default by Purchaser, Seller may, as Seller's sole remedy, declare forfeiture and retain the earnest money deposit as liquidated damages in full termination of this agreement. In the event of default by Seller, Purchaser may, at Purchaser's option, elect to specifically enforce the terms hereof, or demand, and be entitled to, an immediate refund of Purchaser's entire earnest money deposit in full termination of this Agreement.

16. Land Division. Seller intends to convey the right to make any and all land divisions allowable under the Michigan Land Division Act.

17. City Council Approval. Seller acknowledges that this Offer to Purchase and Purchase Agreement is contingent on and subject to formal approval by the Rochester Hills City Council at its next available regular meeting before it will be binding on the City.

18. Irrevocability of Purchase Offer. Purchaser's offer to purchase the Property shall be irrevocable for seven (7) calendar days. If not accepted by Seller within that time, Purchaser may revoke its offer and be entitled to retain its earnest money deposit.

19. Entire Agreement. This instrument constitutes the entire agreement between Purchaser and Seller and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors and assigns.

Date: 4-5-24, 2024

SELLERS:

By: 
Mark Ott

Date: 4-5-24, 2024

By: 
Barbara Ott

PURCHASER:
CITY OF ROCHESTER HILLS

Date: April 1, 2024

By: 
Bryan K. Barnett, Mayor

* Purchasers have the right to remove all Personal Property including but not limited to appliances, Fixtures, and custom items.

