

07/31/2018

PROPERTY DONATION AGREEMENT

2nd ^{August} ~~2nd~~ ~~October~~ this Property Donation Agreement ("Agreement") is made and entered into on 2018, by Shaun Llewellyn and Tracy Llewellyn, whose address is 442 Willow Grove Lane, Rochester Hills, MI 48307, hereinafter referred to as "Donor," and City of Rochester Hills, whose address is 1000 Rochester Drive, Rochester Hills, MI 48309, hereinafter referred to as "City." Donor and City are together referred to herein as the "parties."

WHEREAS, Donor owns parcels of real estate located in the City of Rochester Hills, Oakland County, Michigan, hereinafter referred to as the "Property," described as:

T3N, R11E, Sec 25 Supervisor's Plat of Brooklands Park Lots 1065, 1066, 1067 and 1068

Parcel Nos. 70-15-25-458-016
70-15-25-458-017
70-15-25-458-026,

WHEREAS, Donor desires to donate and dedicate the Property to the City, and the City gratefully desires to accept ownership of and maintenance responsibility for the Property on the terms and conditions set forth herein.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. PROPERTY DONATION. Subject to the terms hereof, Donor agrees to donate and transfer, and City agrees to accept, ownership of the Property.

2. CONVEYANCE, TITLE AND SURVEY. Title to the Property shall be conveyed at closing by general warranty deed. The deed shall convey marketable title in fee simple absolute, subject only to real estate taxes not then delinquent, and covenants, conditions, restrictions, easements and rights-of-way of record. As of the date hereof, City has not examined the title to the Property. If an examination of the title to the Property discloses any title defects or conditions which, in City's judgment, may interfere with City's intended ownership and use of the Property, then, prior to closing, City shall provide written notice thereof to Donor. In such event, if Donor is unable or unwilling to remedy any such title defects or other conditions, then City, at its election, may either accept ownership of the Property subject to the title defect or condition or may terminate this Agreement without further liability to either party.

Prior to closing, City may, at its expense, obtain a boundary survey of the Property. The legal description prepared from the survey shall be used in Donor's deed.

3. POSSESSION. Possession of the Property shall be delivered to City at closing, and shall not be subject to any lease, tenancy, or occupancy.

4. PROPERTY TAXES AND ASSESSMENTS. Donor shall pay all property taxes,

special assessments and utility and capital charges which have become a lien on the Property. Current taxes shall be prorated to the date of the closing, on a due date basis. The parties assume there will be no transfer taxes based on the charitable nature of the transaction as a donation and the fact that City is tax exempt.

5. CLOSING DATE. Closing shall occur on or before October 1st, 2018 at a location to be mutually agreed by Donor and City.

6. SITE INVESTIGATION AND CONDITION OF PROPERTY. Donor grants to City a temporary license to enter onto the Property and inside the building to conduct such environmental due diligence investigation, inspection, and testing as City deems appropriate. City shall conduct its site investigation in such a manner so as to minimize any damage to the Property and, to the extent practicable, City shall promptly repair any damage and reasonably restore the Property to its prior condition. City agrees to provide Donor with at least one day's advance notice before any of City's consultants or employees enter onto the Property. City agrees to hold Donor harmless from any liability, loss or damages incurred or suffered by Donor relating to any activities of City, its employees or contractors on or about the Property prior to the date of closing. Donor represents and warrants to City that at closing, the Property shall be free from any and all city, county, state and federal orders, judgments or enforcement actions affecting the Property. Donor further represents and warrants to City that Donor has not received notice of any violation of any applicable federal, ~~state~~ or local law, ordinance, order, rule or regulation or of any private covenant, condition, restriction or easement relating to the Property. Donor further represents and warrants to City that, to the best of Donor's knowledge, the Property is free from any and all hazardous substances and hazardous wastes, asbestos, and underground storage tanks.

7. SUCCESSORS and ASSIGNS. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns; provided, however, that City shall not have the right, without the consent of Donor, to assign this Agreement, except that the City may assign this Agreement to any department, agency or entity that is part of or related to the City without need for Donor's consent.

8. NOTICES. All notices shall be in writing and shall be deemed given when such notices are hand delivered or deposited in a U.S. Mail receptacle addressed to the receiving party with postage prepaid at the following addresses (which may be changed by either party by written notice delivered to the other):

If intended for **Donor**:
Shaun and Tracy Llewellyn
442 Willow Grove Lane
Rochester Hills, MI 48307

If intended for **City**:
Mayor Bryan K. Barnett
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

9. PROPERTY RESTRICTIONS. As an integral component of this transaction, the use of the Property shall be restricted in perpetuity to the following purpose:

Construction, operation and maintenance of a municipal public parking lot. The City shall have the authority to adopt and enforce parking lot regulations and controls, but the City shall not charge for parking during the first 10 years of operation. In the event the Property is not improved and used for a municipal public parking lot by December 31, 2021, or if thereafter it ceases to be used for that purpose, all right, title, and interest in the Property shall revert back to Donor.

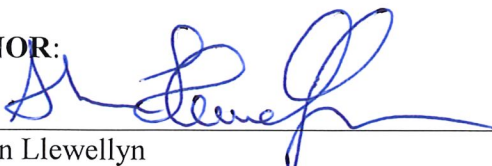
10. POST CLOSING COOPERATION. The Parties agree that the Donor's donation of the Property, and the City's development and use of the Property as a municipal public parking lot as part of the City's Auburn Road Corridor Improvement Project is a benefit to the Donor and to the City and the general public. Therefore, Donor and City hereby agree to reasonably cooperate with each other post-closing for the purpose of developing and using the Property for municipal public parking lot in connection with the City's Auburn Road Corridor Improvement Project.

11. MISCELLANEOUS PROVISIONS. The foregoing Agreement contains the entire understanding between Donor and City relative to the subject matter hereof and no oral representations heretofore made by any party to the others shall be binding upon either of them. The agreements and representations made herein shall survive the closing and shall not be merged in the closing. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, successors and permitted assigns. This Agreement shall be governed by Michigan law.

12. CHARITABLE GIFT. The Property is being donated by Donor to the City as a charitable gift. The City intends to use the Property exclusively for public purposes within the meaning of Internal Revenue Code Sec. 170(c)(1) and as set forth particularly herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

DONOR:



Shaun Llewellyn

Date: 8-2-18, 2018



Tracy Llewellyn

Date: 8-2-18, 2018

CITY OF ROCHESTER HILLS:

Bryan K. Barnett, Mayor

Date: _____, 2018