



Zoning = R-1B

Lot size = 20 x 174

Ditch of 2208 Cashin

INSTRUCTIONS FOR THE OFFER PROCESS-CITY OWNED PROPERTIES

The City of Burton has adopted a Resolution Authorizing the Sale of City Owned Property by Sealed Bids for the below properties. This property did not sell during the sealed bid process and is now available to accept offers with a **minimum price required** set forth. A copy of the Resolution Authorizing Sale of these properties may be inspected in the Burton City Clerk’s office.

<u>Parcel</u>	<u>Street</u>	<u>Zoning</u>	<u>Property Size</u>	<u>Minimum Price</u>
59-03-577-036	Cashin	R-1B	20 x 174	\$5.00

If you are interested, please submit an offer to:

City of Burton – Purchasing Department
C/O Brenda Moulton
4303 S. Center Rd.
Burton, MI 48519

Each offer must include a Conditional Purchase Agreement, (which is available at the front desk, or can be downloaded by visiting the Purchasing Dept. at burtonmi.gov), stating the name of the purchaser and address of the property to be purchased on the first page in the shaded area (if no address, you will state “vacant land located on _____ street), and include the parcel number. You must state the purchase price and include a **certified check, cashier’s check or money order (NO PERSONAL CHECKS WILL BE ACCEPTED)** made payable to the City of Burton in an amount not less than ten (10%) percent of the total offer. The purchaser(s) must sign (and print their name(s) underneath their signature) on the last page of the Agreement, along with their address and telephone number. If husband and wife are purchasing together, both must sign on the last page of Agreement.

Immediately thereafter, all offers received will be referred to the next City Council agenda for final approval. These properties are sold “as-is”, with no title insurance.

No contract for the sale of property shall be made with any person who is in default to the city.

The City of Burton reserves the right to reject any or all offers, and to accept any offer which shall be deemed to be most favorable to the interest of the City of Burton. Special consideration may be given on vacant lots based on the buildability of the lot, when the offeror is the adjoining property owner.

CONDITIONAL PURCHASE AGREEMENT

Conditioned upon City Council Approvals with possible Combination with Adjacent Parcel

Section 11.3 of the Burton City Charter requires the Burton City Council to approve all land sales by an affirmative vote of five of the seven council members. No sale can be finalized without these approvals.

For valuable consideration **THE CITY OF BURTON**, a municipal corporation, of 4303 S. Center Road, Burton, Michigan 48519, as Seller and _____, husband and wife/a single man/woman, of _____, _____, Michigan 48____, as Purchaser(s), agree to purchase, the following described real property located in the City of Burton, Genesee County, Michigan being legally described as:

Legal Description(s) N 20 FT OF LOT 44 FISCHERS HOMESITES NO 1

More commonly known as: Vacant lot on Cashin

Permanent Parcel #: 59-03-577-036

together with all improvements, appurtenances, hereditament now on the premises.

1. PURCHASE PRICE:

The Purchase Price for the above described property shall be \$ _____ payable in cash or certified funds at closing.

2. DEPOSIT:

In the event that the Purchaser is submitting this Purchase Agreement for City Council consideration, an earnest money deposit in the amount of Ten (10%) percent of the price being offered is hereby submitted with this Purchase Agreement.

3. CLOSING:

- a. Purchaser acknowledges that all sales of City owned property must be approved by the Burton City Council. If the Council fails to approve this sale, then and in that event this Agreement will be deemed null and void and Seller shall forthwith return Purchaser's earnest money deposit.
- b. Closing shall take place within fifteen (15) business days of the City Council approval of this sale. At which time Purchaser will pay to Seller the balance of the purchase price in cash or certified funds and Seller shall convey a Quit Claim Deed to purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Quit Claim Deed.**

4. Supplemental Conditions:

- a. Purchaser acknowledges and stipulates that Purchaser shall be solely responsible for the maintenance of the property from the date of closing forward, this shall include lawn mowing, tree upkeep, junk removal, brush, and any other violations of the City of Burton Ordinances.
- b. Purchaser further acknowledges and stipulates that said maintenance shall be at the sole expense of the Purchaser and Seller shall not bear any liability therefrom.
- c. Purchaser further acknowledges that if they are the adjacent property owner, they must combine the purchased parcel with their principle parcel within 30 days of the date of closing. (as set forth in section 5 of the agreement)

5. COMBINATION OF PARCELS/ Reversionary Clause/ Election of Remedies:

- a. Purchaser acknowledges and stipulates that Purchaser shall cause to be combined the purchased parcel that is the subject of the Agreement and the adjacent principle parcel within 30 days of compliance with paragraph 4, above.
- b. Purchaser further acknowledges and stipulates that said parcel combination shall be the sole responsibility and at the sole expense of the Purchaser and Seller shall not bear any liability therefrom.
- c. Purchaser further acknowledges and stipulates that in the event that the subject parcels have not been combined as set forth in subparagraph 5(a), irrespective of compliance with paragraph 4, above, the property shall either revert back to the Seller and any and all money deposited by Purchaser shall be retained by the Seller or the City may institute legal action to compel combination of the parcels, at the City's sole election. ***Purchaser shall be responsible for all fees**, legal and otherwise, associated with the reversion of the property to the Seller in the event Purchaser does not voluntarily transfer title back to the Seller and legal proceedings are necessary to obtain title or in the event legal proceedings are necessary to compel specific performance of the combining of the parcels.

6. **TITLE:**

- a. Seller does not warrant title. Purchaser is responsible to obtain evidence of satisfactory title. Seller will not provide title insurance.
- b. In the event that Purchaser's title search discloses title defects, Purchaser shall have twenty (20) days from the date of the execution of this Agreement to rescind this transaction by written notification to the City Clerk. Upon termination within the twenty (20) day period, Seller shall return the earnest money deposit to Purchaser and this Agreement shall be null and void.

7. **CONDITION OF PREMISES:**

Purchaser acknowledges, notwithstanding paragraph 4, above, that the premises is being sold "AS IS" and that Seller has made absolutely no representations to Purchaser regarding the condition of the premises or any personal property which may be located within or upon the premises. There are no warranties of any type, expressed or implied being given by Seller to Purchaser.

8. **TAXES:**

Seller makes no representations regarding the status of either real or personal property taxes pertaining to the property above described. There shall be no proration of taxes as Purchaser shall be solely responsible for all unpaid taxes, assessments, and fees which may or may not be a lien against the premises at the time of closing. In addition to being solely responsible for all taxes, both past due and current, Purchaser is also responsible to pay any tax certification, revenue stamp and recording fees which may be associated with the recording of the deed.

9. **ENTIRE CONTRACT:**

Seller and Purchaser agree that they have read this document, that they understand its terms and agree to be bound thereby, and that there are no other agreements in writing or otherwise between them concerning the subject of this contract, and that this contract embodies the complete and entire agreement between them concerning the subject of this contract.

10. **BINDING EFFECT:**

Seller and Purchaser agree that the covenants and undertakings of this contract shall also bind their heirs, personal representatives, administrators, executors, assigns and successors; and that said covenants and undertakings as expressed herein shall continue to bind the parties subsequent to the final closing.

11. **MISCELLANEOUS PROVISIONS:**

- a. Each party shall be responsible to pay their respective attorney fees.
- b. All parties acknowledge receipt of a signed copy of this Purchase Agreement.

SIGNED IN THE PRESENCE OF:

**SELLER:
THE CITY OF BURTON**

BRENDA S. MOULTON

BY: DUANE HASKINS, MAYOR

DATE

BY: RACHEAL BOGGS, CLERK

DATE

Purchaser:

Print Name: _____

Signature: _____

Date: _____

Address: _____

Phone: _____

Is your spouse also going to be on the title? No Yes - if yes, spouse must sign below

Spouse:

Print Name: _____

Signature: _____

Date: _____