

NORTHFIELD TOWNSHIP BOARD AGENDA

***** NOTICE OF SPECIAL MEETING *****

May 2, 2016 - - 5:15PM

8350 Main Street

CALL TO ORDER
PLEDGE/INVOCATION
ROLL CALL
ADOPT BALANCE OF AGENDA
CALL TO THE PUBLIC
BOARD MEMBER COMMENTS
CORRESPONDENCE and ANNOUNCEMENTS

AGENDA ITEMS:

1. Van Curler Property - Purchase Agreement

2nd CALL TO THE PUBLIC
BOARD MEMBER COMMENTS
ADJOURNMENT

* Denotes previous backup; + denotes no backup in package

This notice is posted in compliance with PA 267 of 1976 as amended (Open Meetings Act) MCLA 41.72A (2) (3) and the Americans with Disabilities Act. (ADA) individuals with disabilities requiring auxiliary aids or services should contact the Northfield Township Office, (734-449-2880) seven days in advance.

REAL ESTATE PURCHASE CONTRACT

The undersigned, Township of Northfield, a Michigan municipal corporation ("Buyer") agrees to buy, and the undersigned, Whitmore Lake Properties, LLC, a Michigan limited liability company ("Seller") agrees to sell, upon the terms hereinafter set forth in this Real Estate Purchase Contract (this "Contract"), the parcel of real property located in the State of Michigan, County of Washtenaw, consisting of an approximate 23.5 acres and any and all improvements located thereon (the "Property"), located on Main Street, Whitmore Lake, Michigan, known as whole or portions of Parcel ID Numbers B-02-05-253-001; B-02-05-253-002; B-02-05-253-003; B-02-06-105-013; B-02-06-105-004; B-02-06-105-022, and B-02-06-105-009, and more specifically described as set forth on Exhibit A, attached hereto, and as Exhibit A may shall be amended pursuant to the diagram approximate boundary adjustments set forth in Exhibit A-1, attached hereto, and paragraph 2(b), below. Grantor also grants all divisions and all rights to make divisions, as permitted by law. As used herein, the "Effective Date" shall mean the date that this Contract is duly executed by both Buyer and Seller.

1. The Purchase Price: The Purchase Price shall be Three Hundred Twenty-Nine Thousand, Five Hundred Dollars (\$329,500.00). 0).

(a) **Deposit.** The sum of ~~Twenty~~ 0 Thousand Dollars (\$~~20,000.00~~) ("Deposit") payable to a ~~mutually agreed upon title company American Title Insurance Company of Washtenaw, Inc.~~ ("Escrowee") within three (3) business days of full execution of this Contract by the delivery of Buyer's check. The Escrowee shall immediately present Buyer's check for collection. The Deposit shall be applied to the Purchase Price at the time of closing. In the event Buyer elects not to acquire the property during the Due Diligence Period, the Deposit shall be returned to Buyer within three (3) days of Buyer's notice to Seller unless Seller gives notice that there is claimed default by Buyer for which Seller claims an entitlement to retain all or some of the Deposit, in which case the Deposit shall be dealt with in accordance with the terms of the Escrow Agreement.

(b) **US 23 ROW.** The parties acknowledge that the Michigan Department of Transportation is expanding US 23, and seeking acquisition of additional land along the expressway corridor which will impact the land to be conveyed. In addition, the utility company are seeking additional rights of way and/or to relocated utility poles, lines, and services. Purchaser shall buy the property subject to such taking or conveyance, and receive all proceeds or consideration from such transactions. The Sales Price will not be impacted by such matters. Seller will not sign any agreements concerning such without first contacting Buyer, and giving Buyer an opportunity to object to any such requested consent or agreement.

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2. Contingencies: Buyer's obligation to purchase the Property and Seller's obligation to sell the Property is subject to the satisfaction or waiver of the conditions and contingencies described herein (the "Contingencies") within ninety (90) days of the Effective Date (the "Contingency Period").

(a) **Title.** Prior to the expiration of the Contingency Period, Buyer shall obtain a commitment for an owner's policy of title insurance issued by the Escrowee with respect to the

Property (the "Title Commitment"). The Title Commitment shall show in Seller marketable title in fee simple free and clear of all liens and encumbrances except: (i) those created by Buyer; (ii) those specifically set forth in this Contract; (iii) zoning ordinances; (iv) legal highways; and (v) covenants, restrictions, conditions and easements of record. If title to all or part of the Property is unmarketable, as determined by Michigan law with reference to the Michigan State Bar Association's Standards of Title Examination, or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments which are objected to by Buyer prior to the expiration of the Contingency Period, Buyer shall have the right to object to such conditions any time prior to the expiration of the Contingency Period. If Buyer so objects, and Seller fails to remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, within 15 days of Seller receiving Buyer's written objections, then Buyer shall have the option to terminate this Contract by delivering written notice to Seller. If Buyer does not object to the Title Commitment, or if Buyer objects and the Seller fails to cure and the Buyer elects not to withdraw from the purchase, then the Title Commitment shall be deemed acceptable to the Buyer and all exceptions thereto shall be "Permitted Exceptions," and Buyer shall accept such at Closing. At Closing, Seller shall sign an affidavit with respect to off-record title matters as required by the Title Company and Buyer. The issuance of a title insurance policy pursuant to the Title Commitment (the "Title Policy") which is acceptable to Buyer in its sole discretion- subject to the Permitted Exceptions, consistent with the Title Insurance Commitment. is a condition precedent to the parties' obligation to proceed to Closing under this Agreement. The Title Policy shall be in a standard form acceptable to Buyer in its sole discretion- for the industry and in the amount of the Purchase Price, showing title to the Property vested of record in Buyer in fee simple, subject only to the Permitted Exceptions or any other matters approved or waived by Buyer, any matters shown on the Survey and not objected to by Buyer, and any other matters that Buyer has approved in writing.

(b) **Survey.** Prior to the expiration of the Contingency Period, Seller shall prepare, at Seller's sole cost and expense, a survey of the Property, consistent with Exhibit A-1, together with certification of the boundary survey as may reasonably be required by Buyer (the "Survey"), and provide the survey to Buyer. The Survey shall depict the property, as it has been split pursuant to paragraph 2(b), above. The Survey shall satisfy, if required by Buyer, the most recent "Minimum Standard Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and ACSM, and shall meet the accuracy requirements of a Class A Survey as defined therein. If the Survey reveals any exceptions to title or any matters affecting the Property ("Survey Exceptions"), Buyer may notify Seller of such Survey Exceptions prior to the expiration of the Contingency Period (the "Survey Notice"), whereupon Seller may shall cure any disapproved Survey Exceptions within fifteen (15) days of receiving said Survey Notice. If Seller fails to cure any Survey Exceptions referenced in the Survey Notice within said fifteen (15) days after receiving said Survey Notice, Buyer shall have the option to terminate this Contract by delivering written notice thereof to Seller within twenty (20) days after Seller's receipt of the Survey Notice. Failure of the Buyer to give timely give notice of its election to terminate the Contract shall be deemed acceptance of the Survey Exceptions and a waiver of any objection. The legal descriptions, attached hereto as Exhibit A, shall be amended to the legal descriptions contained in the survey set forth above.

(c) **Environmental Conditions.** Prior to the expiration of the Contingency Period, Buyer shall have the right, and Seller shall provide Buyer access to the Property reasonably necessary, to obtain environmental reports regarding the soils, ground water, topography, geology and other conditions of the Property, including a Phase I and/or a Phase II. ("Environmental Reports"). The rights granted hereunder shall include the right to conduct soil borings, tests and other geological, environmental, engineering or architectural studies and/or surveys. The Environmental Reports shall be done at Buyer's sole cost and expense. All work associated with the Environmental Reports shall be ordered and completed prior to the expiration of the Contingency Period. A copy of any Environmental Reports shall be provided to Seller upon its completion. If the Environmental Reports reveal any environmental matters adversely affecting the Property (the "Environmental Conditions"), Buyer may notify Seller within 10 (ten) days of receipt of the Environmental Report, of such Environmental Conditions (the "Environmental Notice") and the parties shall have seven (7) days, or such longer period as mutually agreed to, to discuss a resolution to the Environmental Conditions (the "Environmental Consultation Period"). If the parties cannot reach an acceptable resolution to the Environmental Conditions upon the expiration of the Environmental Consultation Period, the Buyer may terminate this Agreement within such seven (7) day period, or longer if the parties have agreed to such. Upon such termination, the Seller shall refund to the Buyer the Deposit and any interest and upon such refund, this Agreement shall be considered canceled. A failure to timely terminate the Agreement shall constitute an acceptance of the Environmental Condition, and a waiver of any objection.

(d) **Easements; Access Rights.** Buyer and Seller shall cooperate to secure any and all easements, rights of way, consents, amendments, variances, permits and or approvals from third parties as are necessary in order to permit Buyer to have ingress and egress to and full use and enjoyment of the Property in the manner and for the purposes contemplated by Buyer.

(e) **Zoning Approvals.** Buyer shall have ninety (90) days "Approval Period" from the mutual acceptance of this Offer to Purchase by Buyer and Seller to obtain any and all necessary zoning approvals for the property, including but not limited to zoning approval, conditional use approval and the site plan approval of the property for Buyer's intended use. Seller shall join in the execution of any application as required by Buyer without any undue delay. If these approvals have not been obtained within the ninety (90) days "Approval Period" and so long as Buyer continues to diligently pursue approval, the Approval Period may, at Buyer's option, be extended for an additional sixty day period by providing Seller with written notice prior to the expiration of the initial 60 day "Approval Period". If the approval is denied or has not occurred during the Approval Period, as extended, Buyer may in its sole and absolute discretion, terminate this Agreement by written notice to Seller, in which event, this Agreement shall be of no further force and effect and neither party shall have any further liability to the other or Buyer may waive the approval contingency and proceed towards closing. If Buyer terminates this Agreement pursuant to the terms of this Paragraph prior to expiration of the Approval Period, the deposit shall be delivered by Broker to Buyer. If Buyer terminates this Agreement pursuant to the terms of this Paragraph after expiration of the Approval Period and any extensions thereof, all deposits shall be delivered by Broker to Seller.

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Seller agrees to cooperate with Buyer, at Buyer's expense, in obtaining approval from any and all governmental agencies for Buyer's intended use, including site plan approval and other municipal licenses approvals and entitlements, if necessary.

~~(f) — **Financing.** Buyer shall have obtained financing to acquire the Premises, on terms and conditions satisfactory to Buyer, if desired by Buyer.~~

3. Closing: The closing of the purchase and sale of the Property (the "Closing") shall be fifteen (15) days after the later of (a) the expiration of the Contingency Period or (b) the waiver of all Contingencies by Buyer in accordance with the terms hereof. In addition to the satisfaction or waiver of the Contingencies, Buyer's obligation under this Contract are subject and contingent on the occurrence of following on or before the date of Closing: (a) all of Seller's representations and warranties hereunder shall remain true and correct; (b) no moratorium, statute, order, regulation, ordinance or judgment of any court or governmental agency shall have been enacted, adopted, issued or initiated that would materially and adversely affect the Property or Buyer's use thereof as contemplated herein; and (c) the parties shall have delivered all other documents and other deliveries listed in paragraph 4 hereof.

4. Deliveries:

(a) **Seller's Deliveries at Closing.** At Closing, Seller shall deliver the following documents and materials, all of which shall be in form and substance reasonably acceptable to the parties: (i) a duly executed and acknowledged ~~general warranty fiduciary's deed~~ (the "Deed"); (ii) a certification duly executed by Seller, certifying that Seller is not a "foreign person", pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended ("Section 1445"); (iii) ~~a general instrument of transfer, pursuant to which Seller shall convey and assign to Buyer all of Seller's right, title and interest in and to all personal property and other rights of Seller relating to the Property ("General Instrument of Transfer");~~ (v) such affidavits and indemnities as the Title Company may reasonably require in order to omit from the Title Policy all exceptions for (1) parties in possession, (2) mechanic's liens, ~~(3) unrecorded assessments and other matters an accurate survey of the Property would disclose,~~ and (4) non-delinquent real estate taxes, water and sewer and other charges of municipal and governmental authorities and utility companies; and (vi) a closing statement showing documents, closing costs and prorations, calculated in accordance with paragraph 5 hereof, in form and substance satisfactory to Buyer and Seller (the "Closing Statement").

(b) **Buyer's Deliveries at Closing.** On the date of Closing, Buyer shall: (i) deliver at the Closing the Purchase Price for the Property (plus any additional funds necessary to pay Buyers' share of closing costs and prorations, minus any credits granted to Buyer as set forth herein) in immediately available funds; and (ii) sign the Closing Statement.

5. Closing Costs and Prorations: At the Closing, closing costs shall be paid and prorations made as follows:

(a) **Closing Costs.** Except as otherwise expressly provided herein, Seller shall pay at the Closing: the costs of releasing any mortgage, financing statement, or other debt security, or

any attachments, assessments, delinquent real estate taxes or mechanic's or materialmen's liens outstanding against the Property, all transfer taxes and conveyance fees and the costs of curing, remedying or removing any Contingencies that Seller cures, remedies or removes. The costs of the Title Policy and the costs of the Survey shall be paid in accordance with paragraph 2 of this Contract. Buyer shall pay the costs of recording the Deed and any mortgage or financing instrument and any special endorsements to the Title Policy not required to cure a title defect.

(b) **Taxes.** Buyer and Seller agree to

- (i) Prorate taxes assessed against the Property as of 12:01 a.m. on the date of the closing on a due-date basis (i.e., the taxes stated in each tax bill shall be deemed applicable to the twelve (12) month period beginning on the due date for that tax bill); and
- (ii) Prorate special assessments for water and sewer service to the Parcel, with the Seller obligated to pay all installments of the assessments that had a due date prior to the date of the closing and with the Buyer obligated to pay all installments of the assessments that had a due date on or after the date of the closing.

6. Damage or destruction of property: Risk of loss to the real estate and appurtenances shall be borne by Seller until Closing provided that if certain Property covered by this Contract shall be substantially damaged or destroyed before this transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the Property, or (b) rescind the Contract and thereby release all parties from liability hereunder, by giving written notice to Seller within ten (10) days after Buyer has written notice of such damage or destruction. Failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction and will entitle Buyer to all insurance money, if any, payable to Seller under all policies covering the Property. Seller hereby represents and warrants to the Buyer that Seller carries casualty insurance on the Property and will maintain such insurance coverage until the Closing.

7. Income-producing agreements: Seller shall terminate any and all interest in leases or income-producing agreements relative to the Property that may be in effect as of the date of Closing, and will execute such instruments as necessary to effectuate such termination, and shall deliver possession of the property at closing.

8. "AS-IS" Purchase. Buyer agrees to take the Subject Property on an "AS-IS" basis. Buyer acknowledges and agrees that neither Sellers nor their agents, contractors or representatives have made any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the nature, quality or condition of the Subject Property. Buyer also hereby acknowledges it has undertaken its own due diligence review of the Subject Property.

9. Default. If Seller fails to perform in accordance with the terms of this Agreement and if such default shall continue for ten (10) days after written notice from Buyer, then Buyer may declare forfeiture and obtain a return of the Deposit or require specific performance of the Agreement by Seller, in addition to any other remedies permitted by law. If Buyer fails to perform its obligations hereunder, and if such default shall continue for ten (10) days after written notice from Seller, then Seller may terminate this Agreement and retain the Deposit as liquidated damages as its sole and exclusive remedy.

10. Miscellaneous:

(a) This Contract shall be binding upon the parties hereto, and their respective successors and assignees. All agreements, representations and warranties by the respective parties contained herein are intended to and shall remain true and correct as of the Closing, shall be deemed to be material, and shall survive the delivery of the Deed and transfer of title. Any covenants and conditions herein that must be operative after delivery of the Deed to be effective shall be so operative and shall not be deemed to have been merged in the Deed.

(b) This Contract contains all of the covenants, conditions and agreements between the parties with respect to the subject matter hereof and shall supersede all prior correspondence, agreements and understandings, both oral and written to the extent related to the subject matter hereof. The parties intend that this Contract constitutes the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced in any proceeding involving this Contract. This Contract may not be changed or amended orally, but only by an agreement in writing. No waiver shall be effective hereunder unless given in writing, and waiver shall not be inferred from any conduct of either party.

(c) All notices required or permitted to be given pursuant to the terms hereof shall be in writing and shall be delivered either by hand delivery, by overnight delivery service, or by deposit in the United States mail, registered or certified mail, postage prepaid. All such notices shall be addressed to the applicable party at its address set forth on the signature page hereof. The foregoing addresses may be changed by written notice to the other party as provided herein. Notices shall be deemed received upon delivery if delivered by hand or by overnight delivery service or by facsimile transmission, or three (3) days after being sent by registered or certified mail (unless a signed receipt evidences earlier delivery).

(d) In construing this Contract, all headings and titles are for the convenience of the parties only and shall not be considered a part of this Contract. Whenever required by the context, the singular shall include the plural and the masculine shall include the feminine and vice versa. All exhibits attached hereto are incorporated in this Contract by reference thereto.

(e) Time is of the essence of every provision herein contained. Whenever the date or deadline for any action to be taken is not a business day, the relevant date or deadline shall be the next business day.

(f) This Contract shall be governed by the laws of the State of Michigan.

(g) If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable; this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract; and the remaining provisions of this Contract shall remain in full force and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Contract. In lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, or enforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Real Estate Purchase Contract to be executed by their respective duly authorized representatives as of the date set forth below.

SELLER:

**WHITMORE LAKE PROPERTIES,
LLC**

BUYER:

TOWNSHIP OF NORTHFIELD

By: _____
Name: Carol VanCurler
Title: Trustee/Member

By: _____
Name: **Howard Fink**
Title: **Township Manager**

REAL ESTATE PURCHASE CONTRACT

The undersigned, Township of Northfield, a Michigan municipal corporation (“Buyer”) agrees to buy, and the undersigned, Whitmore Lake Properties, LLC, a Michigan limited liability company (“Seller”) agrees to sell, upon the terms hereinafter set forth in this Real Estate Purchase Contract (this “Contract”), the parcel of real property located in the State of Michigan, County of Washtenaw, consisting of an approximate 23.5 acres and any and all improvements located thereon (the “Property”), located on Main Street, Whitmore Lake, Michigan, known as whole or portions of Parcel ID Numbers B-02-05-253-001; B-02-05-253-002; B-02-05-253-003; B-02-06-105-013; B-02-06-105-004; B-02-06-105-022, and B-02-06-105-009, and more specifically described as set forth on Exhibit A, attached hereto, and as Exhibit A shall be amended pursuant to the diagram approximate boundary adjustments set forth in Exhibit A-1, attached hereto, and paragraph 2(b), below. Grantor also grants all divisions and all rights to make divisions, as permitted by law. As used herein, the “Effective Date” shall mean the date that this Contract is duly executed by both Buyer and Seller.

1. The Purchase Price: The Purchase Price shall be Three Hundred Twenty-Nine Thousand, Five Hundred Dollars (\$329,500.00).

(a) **Deposit.** The sum of Twenty Thousand Dollars (\$20,000.00) (“Deposit”) payable to American Title Insurance Company of Washtenaw, Inc. (“Escrowee”) within three (3) business days of full execution of this Contract by the delivery of Buyer’s check. The Escrowee shall immediately present Buyer’s check for collection. The Deposit shall be applied to the Purchase Price at the time of closing. In the event Buyer elects not to acquire the property during the Due Diligence Period, the Deposit shall be returned to Buyer within three (3) days of Buyer’s notice to Seller unless Seller gives notice that there is claimed default by Buyer for which Seller claims an entitlement to retain all or some of the Deposit, in which case the Deposit shall be dealt with in accordance with the terms of the Escrow Agreement.

(b) **US 23 ROW.** The parties acknowledge that the Michigan Department of Transportation is expanding US 23, and seeking acquisition of additional land along the expressway corridor which will impact the land to be conveyed. In addition, the utility company are seeking additional rights of way and/or to relocated utility poles, lines, and services. Purchaser shall buy the property subject to such taking or conveyance, and receive all proceeds or consideration from such transactions. The Sales Price will not be impacted by such matters. Seller will not sign any agreements concerning such without first contacting Buyer, and giving Buyer an opportunity to object to any such requested consent or agreement.

2. Contingencies: Buyer’s obligation to purchase the Property and Seller’s obligation to sell the Property is subject to the satisfaction or waiver of the conditions and contingencies described herein (the “Contingencies”) within ninety (90) days of the Effective Date (the “Contingency Period”).

(a) **Title.** Prior to the expiration of the Contingency Period, Buyer shall obtain a commitment for an owner’s policy of title insurance issued by the Escrowee with respect to the Property (the “Title Commitment”). The Title Commitment shall show in Seller marketable title

in fee simple free and clear of all liens and encumbrances except: (i) those created by Buyer; (ii) those specifically set forth in this Contract; (iii) zoning ordinances; (iv) legal highways; and (v) covenants, restrictions, conditions and easements of record. If title to all or part of the Property is unmarketable, as determined by Michigan law with reference to the Michigan State Bar Association's Standards of Title Examination, or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments which are objected to by Buyer prior to the expiration of the Contingency Period, Buyer shall have the right to object to such conditions any time prior to the expiration of the Contingency Period. If Buyer so objects, and Seller fails to remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, within 15 days of Seller receiving Buyer's written objections, then Buyer shall have the option to terminate this Contract by delivering written notice to Seller. If Buyer does not object to the Title Commitment, or if Buyer objects and the Seller fails to cure and the Buyer elects not to withdraw from the purchase, then the Title Commitment shall be deemed acceptable to the Buyer and all exceptions thereto shall be "Permitted Exceptions," and Buyer shall accept such at Closing. At Closing, Seller shall sign an affidavit with respect to off-record title matters as required by the Title Company and Buyer. The issuance of a title insurance policy pursuant to the Title Commitment (the "Title Policy") subject to the Permitted Exceptions, consistent with the Title Insurance Commitment, is a condition precedent to the parties' obligation to proceed to Closing under this Agreement. The Title Policy shall be in a standard form for the industry and in the amount of the Purchase Price, showing title to the Property vested of record in Buyer in fee simple, subject only to the Permitted Exceptions or any other matters approved or waived by Buyer, any matters shown on the Survey and not objected to by Buyer, and any other matters that Buyer has approved in writing.

(b) Survey. Prior to the expiration of the Contingency Period, Seller shall prepare, at Seller's sole cost and expense, a survey of the Property, consistent with Exhibit A-1, together with certification of the boundary survey as may reasonably be required by Buyer (the "Survey"), and provide the survey to Buyer. The Survey shall depict the property, as it has been split pursuant to paragraph 2(b), above. The Survey shall satisfy, if required by Buyer, the most recent "Minimum Standard Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and ACSM, and shall meet the accuracy requirements of a Class A Survey as defined therein. If the Survey reveals any exceptions to title or any matters affecting the Property ("Survey Exceptions"), Buyer may notify Seller of such Survey Exceptions prior to the expiration of the Contingency Period (the "Survey Notice"), whereupon Seller may cure any disapproved Survey Exceptions within fifteen (15) days of receiving said Survey Notice. If Seller fails to cure any Survey Exceptions referenced in the Survey Notice within said fifteen (15) days after receiving said Survey Notice, Buyer shall have the option to terminate this Contract by delivering written notice thereof to Seller within twenty (20) days after Seller's receipt of the Survey Notice. Failure of the Buyer to give timely give notice of its election to terminate the Contract shall be deemed acceptance of the Survey Exceptions and a waiver of any objection. The legal descriptions, attached hereto as Exhibit A, shall be amended to the legal descriptions contained in the survey set forth above.

(c) Environmental Conditions. Prior to the expiration of the Contingency Period, Buyer shall have the right, and Seller shall provide Buyer access to the Property reasonably necessary, to obtain environmental reports regarding the soils, ground water, topography,

geology and other conditions of the Property, including a Phase I and/or a Phase II. (“Environmental Reports”). The rights granted hereunder shall include the right to conduct soil borings, tests and other geological, environmental, engineering or architectural studies and/or surveys. The Environmental Reports shall be done at Buyer’s sole cost and expense. All work associated with the Environmental Reports shall be ordered and completed prior to the expiration of the Contingency Period. A copy of any Environmental Reports shall be provided to Seller upon its completion. If the Environmental Reports reveal any environmental matters adversely affecting the Property (the “Environmental Conditions”), Buyer may notify Seller within 10 (ten) days of receipt of the Environmental Report, of such Environmental Conditions (the “Environmental Notice”) and the parties shall have seven (7) days, or such longer period as mutually agreed to, to discuss a resolution to the Environmental Conditions (the “Environmental Consultation Period”). If the parties cannot reach an acceptable resolution to the Environmental Conditions upon the expiration of the Environmental Consultation Period, the Buyer may terminate this Agreement within such seven (7) day period, or longer if the parties have agreed to such. Upon such termination, the Seller shall refund to the Buyer the Deposit, this Agreement shall be considered canceled. A failure to timely terminate the Agreement shall constitute an acceptance of the Environmental Condition, and a waiver of any objection.

3. Closing: The closing of the purchase and sale of the Property (the “Closing”) shall be fifteen (15) days after the later of (a) the expiration of the Contingency Period or (b) the waiver of all Contingencies by Buyer in accordance with the terms hereof. In addition to the satisfaction or waiver of the Contingencies, Buyer’s obligation under this Contract are subject and contingent on the occurrence of following on or before the date of Closing: (a) all of Seller’s representations and warranties hereunder shall remain true and correct; (b) no moratorium, statute, order, regulation, ordinance or judgment of any court or governmental agency shall have been enacted, adopted, issued or initiated that would materially and adversely affect the Property or Buyer’s use thereof as contemplated herein; and (c) the parties shall have delivered all other documents and other deliveries listed in paragraph 4 hereof.

4. Deliveries:

(a) **Seller’s Deliveries at Closing.** At Closing, Seller shall deliver the following documents and materials, all of which shall be in form and substance reasonably acceptable to the parties: (i) a duly executed and acknowledged fiduciary’s deed (the “Deed”); (ii) a certification duly executed by Seller, certifying that Seller is not a “foreign person”, pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended (“Section 1445”); (v) such affidavits and indemnities as the Title Company may reasonably require in order to omit from the Title Policy all exceptions for (1) parties in possession, (2) mechanic’s liens, and (4) non-delinquent real estate taxes, water and sewer and other charges of municipal and governmental authorities and utility companies; and (vi) a closing statement showing documents, closing costs

and prorations, calculated in accordance with paragraph 5 hereof, in form and substance satisfactory to Buyer and Seller (the "Closing Statement").

(b) **Buyer's Deliveries at Closing.** On the date of Closing, Buyer shall: (i) deliver at the Closing the Purchase Price for the Property (plus any additional funds necessary to pay Buyers' share of closing costs and prorations, minus any credits granted to Buyer as set forth herein) in immediately available funds; and (ii) sign the Closing Statement.

5. Closing Costs and Prorations: At the Closing, closing costs shall be paid and prorations made as follows:

(a) **Closing Costs.** Except as otherwise expressly provided herein, Seller shall pay at the Closing: the costs of releasing any mortgage, financing statement, or other debt security, or any attachments, assessments, delinquent real estate taxes or mechanic's or materialmen's liens outstanding against the Property, all transfer taxes and conveyance fees and the costs of curing, remedying or removing any Contingencies that Seller cures, remedies or removes. The costs of the Title Policy and the costs of the Survey shall be paid in accordance with paragraph 2 of this Contract. Buyer shall pay the costs of recording the Deed and any mortgage or financing instrument and any special endorsements to the Title Policy not required to cure a title defect.

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- (ii) Prorate special assessments for water and sewer service to the Parcel, with the Seller obligated to pay all installments of the assessments that had a due date prior to the date of the closing and with the Buyer obligated to pay all installments of the assessments that had a due date on or after the date of the closing.

6. Damage or destruction of property: Risk of loss to the real estate and appurtenances shall be borne by Seller until Closing provided that if certain Property covered by this Contract shall be substantially damaged or destroyed before this transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the Property, or (b) rescind the Contract and thereby release all parties from liability hereunder, by giving written notice to Seller within ten (10) days after Buyer has written notice of such damage or destruction. Failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction and will entitle Buyer to all insurance money, if any, payable to Seller under all policies covering the Property. Seller hereby represents and warrants to the Buyer that Seller carries casualty insurance on the Property and will maintain such insurance coverage until the Closing.

7. Income-producing agreements: Seller shall terminate any and all interest in leases or income-producing agreements relative to the Property that may be in effect as of the date of Closing, and will execute such instruments as necessary to effectuate such termination, and shall deliver possession of the property at closing.

8. "AS-IS" Purchase. Buyer agrees to take the Subject Property on an "AS-IS" basis. Buyer acknowledges and agrees that neither Sellers nor their agents, contractors or representatives have made any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the nature, quality or condition of the Subject Property. Buyer also hereby acknowledges it has undertaken its own due diligence review of the Subject Property.

9. Default. If Seller fails to perform in accordance with the terms of this Agreement and if such default shall continue for ten (10) days after written notice from Buyer, then Buyer may declare forfeiture and obtain a return of the Deposit or require specific performance of the Agreement by Seller, in addition to any other remedies permitted by law. If Buyer fails to perform its obligations hereunder, and if such default shall continue for ten (10) days after written notice from Seller, then Seller may terminate this Agreement and retain the Deposit as liquidated damages as its sole and exclusive remedy.

10. Miscellaneous:

(a) This Contract shall be binding upon the parties hereto, and their respective successors and assignees. All agreements, representations and warranties by the respective parties contained herein are intended to and shall remain true and correct as of the Closing, shall be deemed to be material, and shall survive the delivery of the Deed and transfer of title. Any covenants and conditions herein that must be operative after delivery of the Deed to be effective shall be so operative and shall not be deemed to have been merged in the Deed.

(b) This Contract contains all of the covenants, conditions and agreements between the parties with respect to the subject matter hereof and shall supersede all prior correspondence, agreements and understandings, both oral and written to the extent related to the subject matter hereof. The parties intend that this Contract constitutes the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced in any proceeding involving this Contract. This Contract may not be changed or amended orally, but only by an agreement in writing. No waiver shall be effective hereunder unless given in writing, and waiver shall not be inferred from any conduct of either party.

(c) All notices required or permitted to be given pursuant to the terms hereof shall be in writing and shall be delivered either by hand delivery, by overnight delivery service, or by deposit in the United States mail, registered or certified mail, postage prepaid. All such notices shall be addressed to the applicable party at its address set forth on the signature page hereof. The foregoing addresses may be changed by written notice to the other party as provided herein. Notices shall be deemed received upon delivery if delivered by hand or by overnight delivery

service or by facsimile transmission, or three (3) days after being sent by registered or certified mail (unless a signed receipt evidences earlier delivery).

(d) In construing this Contract, all headings and titles are for the convenience of the parties only and shall not be considered a part of this Contract. Whenever required by the context, the singular shall include the plural and the masculine shall include the feminine and vice versa. All exhibits attached hereto are incorporated in this Contract by reference thereto.

(e) Time is of the essence of every provision herein contained. Whenever the date or deadline for any action to be taken is not a business day, the relevant date or deadline shall be the next business day.

(f) This Contract shall be governed by the laws of the State of Michigan.

(g) If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable; this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract; and the remaining provisions of this Contract shall remain in full force and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Contract. In lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, or enforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Real Estate Purchase Contract to be executed by their respective duly authorized representatives as of the date set forth below.

SELLER:

BUYER:

**WHITMORE LAKE PROPERTIES,
LLC**

TOWNSHIP OF NORTHFIELD

By: _____

Name: Carol VanCurler

Title: Trustee/Member

By: _____

Name: Howard Fink

Title: Township Manager