

STATE OF MICHIGAN
COUNTY OF WASHTENAW
AUGUSTA CHARTER TOWNSHIP

A RESOLUTION TO AUTHORIZE THE PURCHASE OF PROPERTY FOR THE USE OF
FUTURE FIRE DEPARTMENT AND TOWNSHIP HALL

RESOLUTION 18-05

WHEREAS, SECTION 42.14 OF PUBLIC ACT 359 OF 1947 AUTHORIZES A TOWNSHIP TO ACQUIRE PROPERTY FOR THE FUTURE HOME OF A NEW FIRE DEPARTMENT AND POSSIBLE TOWNSHIP HALL; AND

WHEREAS, THE TOWNSHIP BOARD DESIRES TO ACCEPT THE SALES CONTRACT THAT FOLLOWS WITH TERMS AND CONDITIONS DESCRIBED AS WELL AS THE PROPERTY DESCRIPTION OF SAID PROPERTY;

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD APPROVES THE TERMS AND CONDITIONS AND AUTHORIZES THE SIGNING OF THE SALES CONTRACT BY THE SUPERVISOR.

MOTION TO APPROVE RESOLUTION 18-05 OFFERED BY BOARD MEMBER DOMAS, SECOND OFFERED BY BOARD MEMBER KNICK.

ROLL CALL: AYE; BUREK, CHIE, DOMAS, HOWARD, KNICK, ORTIZ, SHELBY
NAY; NONE

THE SUPERVISOR DECLARED THE RESOLUTION ADOPTED.

Brian Shelby
BRIAN SHELBY, SUPERVISOR

3/23/18
DATE

CERTIFICATE

I, BELYNDA DOMAS, THE ELECTED AND ACTING CLERK OF AUGUSTA CHARTER TOWNSHIP, HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS ADOPTED BY THE TOWNSHIP BOARD, AS PRESENTED AT THE MEETING ON MARCH 12, 2018, AT WHICH MEETING A QUORUM WAS PRESENT BY A ROLL CALL VOTE OF SAID MEMBERS AS HEREIN SET FORTH; THAT SAID RESOLUTION WAS ORDERED TO TAKE IMMEDIATE EFFECT.

Belynda Domas 3-23-18
BELYNDA DOMAS, CLERK

SALES CONTRACT

The SELLER is Elgin and Joanne Darling Trust

Address: 13750 Palmer Rd. Willis, MI 48191

Phone: _____

E-mail: _____

The PURCHASER is Augusta Charter Township

Address: 8021 Talladay Road, P.O. Box 100, Whittaker, MI 48190-0100

Phone: (734) 461-6117

E-mail: clerk@augustatownship.org

SELLER agrees to sell and PURCHASER agrees to purchase property in the Township of Augusta, Washtenaw County, Michigan, being a 6 acre parcel of land at the southeast corner of Judd Rd. and Whittaker Rd., a land division parcel from Parcel No. T-20-15-200-015, and more completely described as:

Legal Description: ** SEE ATTACHED EXHIBIT A. **

Sale Price: \$156,000.00

Earnest Money: PURCHASER will deposit \$1,500.00 as earnest money in the escrow account of the Title Company chosen by SELLER to provide the owner's policy of title insurance or such other title company chosen by the parties to provide title and/or closing services related to this sale, and said deposit to be made within 5 business days of acceptance of this sales contract by SELLER, or within 3 days of the choice of title companies, whichever is later. This money will be deposited and held in escrow until closing of sale, at which time it will be credited to the PURCHASER.

Terms: PURCHASER will pay the balance of the purchase price, together with closing costs and escrow deposits, in certified funds at the time of closing.

☒ This Contract is contingent upon the following:

- PURCHASER has made application for rezoning of the property, and rezoning of the property is a condition that must be satisfied by the closing date;
- PURCHASER is in the process of conducting a Phase I ESA environmental audit which must be completed to the satisfaction of PURCHASER;
- As part of the property conveyance at closing, SELLER agrees to offer PURCHASER a first right of refusal should any part of the remainder property be offered for sale in the future;

Other Conditions: PURCHASER intends to construct a fire station and future Township hall on the property and agrees to use the property in accordance with all State and County regulations related to water retention and runoff from the property.

Warranty: PURCHASER agrees to accept the property in as-is condition.

Special Assessments/Benefit Charges: All special assessments that have been assessed against the property at the date of closing will be paid by SELLER. The cost of improvements that are subject to future assessments against the property will be paid by PURCHASER. Any benefit charges against the property made by any government authority or utility company for installation of, or tap-in fees for, water service, sanitary sewer, storm sewer service, gas electric, telephone, or cable lines, for which charges have been made, incurred or billed before the date of closing, will be paid by SELLER. Any charges incurred after closing will be paid by PURCHASER.

Proration: Taxes, rents, fuel, insurance, interest, and association fees, where applicable, will be prorated as of the date of closing based on a 30-day-month, 360-day-year basis. Taxes will be prorated as if paid in advance, based on the due date of the taxing authority.

Closing: Purchase to be closed on or before April 1, 2018 or within 30 days after removal of contingencies, whichever is later.

Possession: Possession to be given at closing.

Casualty Loss: SELLER retains risk of loss by fire, windstorm, or otherwise, until delivery of deed/land contract.

Form of Conveyance: SELLER agrees to convey marketable title to the property, subject to easements and restrictions of record, and subject to the lien of taxes not yet due and payable at the time of closing, by Warranty Deed. SELLER will pay transfer tax when title passes. Deed shall provide that the PURCHASER gets full rights to make land divisions in accordance with the Michigan Land Division Act and applicable Township Ordinances.

Title Insurance: SELLER will provide an owner's policy of title insurance, including a commitment prior to closing, in the amount of the sale price, at SELLER's expense. Title insurance shall be issued with standard exceptions. Any special exceptions imposed by the title company shall be subject to PURCHASER's approval. PURCHASER shall provide any survey or mortgage report required by the title company to remove standard exceptions. Monetary encumbrances not assumed by PURCHASER will be paid by SELLER at or before closing.

Binding Contract/Survival: This Contract binds the parties, their successors and assigns. Unless modified or waived in writing, all covenants, warranties, and representations in this Contract shall survive the closing.

Facsimile/Fax Authority: Offers, acceptances, and notice required by this Contract can be delivered by facsimile/fax or e-mail.

Default: If PURCHASER defaults, SELLER may pursue legal remedies, or may cancel the Contract and claim the deposit as liquidated damages. If SELLER defaults, PURCHASER may enforce this Contract, demand a refund of the deposit in termination of this Contract or pursue legal remedies. Time is of the essence for the performance of this Contract.

ALL PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.

Purchaser: Augusta Charter Township

Seller: Elgin and Joanne Darling Trust

By: _____
Brian Shelby, Supervisor

By: _____
, Trustee

Date: February _____, 2018

Date: February _____, 2018

By: _____
, Trustee

Date: February _____, 2018

EXHIBIT A

Commencing at the NW corner of Section 15, T4S, R7E, Augusta Township, Washtenaw County, MI, also being the POB: thence S89°31'20"E 326.00 feet along the North line of said Section 15 and the centerline of Judd Rd. (66' wide); thence S00°00'00"E 801.72 feet; thence N89°37'50"W 78.50 feet to an iron pipe; thence continuing N89°37'50"W 247.50 feet; thence N00°00'00"E 802.34 feet along the West line of said Section 15 and the centerline of Whittaker Rd. (66' wide) to the POB. Being part of the NW ¼ of Section 15, T4S, R7E, Augusta Township, Washtenaw County, Michigan, and containing 6.00 acres of land, more or less. Being subject to the rights of the public over the West 33.00 feet thereof as occupied by Whittaker Rd. the North 33.00 feet thereof as occupied by Judd Road, and being subject to any easements and restrictions of record, if any.