

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 18-09

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, TWO PRIOR RESOLUTIONS, 2017-20 AND 18-05 WERE ADOPTED BY THE BOARD FOR APPROVAL OF A SALES AGREEMENT TO PURCHASE PROPERTY PRIOR TO FINAL NEGOTIATIONS OF THE PURCHASE TERMS AND APPROVAL OF THE SELLERS; AND

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

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD HEREBY RESCINDS RESOLUTION 2017-20 AND RESOLUTION 18-05 AND APPROVES THE TERMS AND CONDITIONS OF THE FINAL SALES CONTRACT ALREADY SIGNED BY THE SELLERS AND AUTHORIZES THE SUPERVISOR TO SIGN THE FINAL SALES CONTRACT THAT IS ATTACHED TO AND APPROVED HEREBY.

MOTION TO APPROVE RESOLUTION 18-09 OFFERED BY BOARD MEMBER DOMAS, SECOND OFFERED BY BOARD MEMBER SHELBY.

ROLL CALL:

AYE; BUREK, CHIE, DOMAS, HOWARD, KNICK, ORTIZ, SHELBY

NAY; NONE

THE SUPERVISOR DECLARED THE RESOLUTION ADOPTED.

Brian Shelby
BRIAN SHELBY, SUPERVISOR

6/28/18
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 MONDAY JUNE 25, 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, CLERK

Sales contract

The **Seller** is

Elgin and Joanne Darling Trust
13750 Palmer Road
Willis, Michigan 48191
Email hdarling@bignet.net
Phone 734-646-2044

The **Purchaser** is

Augusta Charter Township
Address 8021 Talladay Road
PO Box 100
Whittaker, Michigan 48190-0100
Phone 734-461-6117
Email clerk@AugustaTownship.Org

Seller agrees to sell and Purchaser agrees to purchase "the property" in the Township of Augusta, Washtenaw County, Michigan, being a 6 acre parcel of land at the southeast corner of Judd Road and Whittaker Road a land division parcel from parcel T-20-15-200-015, and more completely described as:

Parcel T-20-15-200-018

Legal Description: See Attached Exhibit A

Sale price: \$156,000

Earnest money: Purchaser will deposit \$1,500 as nonrefundable earnest money, in the escrow account of the title company chosen by Seller to provide the owners policy of title insurance, said deposit to be made within 5 business days of acceptance of the sales contract by Seller. 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 time of closing.

Other conditions: Purchaser intends to construct a fire station and future Township hall on the property and agrees to develop the property in accordance with all State and County regulations related to water retention and runoff from the property. Best practices shall be used by the Township to regulate and mitigate water runoff damage to the parent parcel from development of the property which shall be a continuing obligation of the Township.

All tiles damaged during and post construction on the 6-acre parcel or adjoining parent parcel must be capped.

This contract is conditional upon completion of a Phase I ESA environmental audit to the Township's satisfaction.

Township intends to begin development work on the Property in 2018. If Township determines to delay commencement of its intended development of the Property, Sellers, their successors or designees may continue to farm the property for the 2018 growing season subject to lease terms of \$1.00 per year for the parcel. Sellers shall release and indemnify Township from and for any and all injuries to persons and property caused by Seller's use of the property for farming during the 2018 growing season. Township will be responsible for any crop damage at grain contract value if development commences prior to harvest.

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 date will be paid by Purchaser.

Proration: taxes, rent, 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 taxing authority.

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

Possession: Possession will be given at closing.

Casualty loss: Seller retains risk of loss by fire windstorm or otherwise until delivery of deed.

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 taxes when Title passes. Deed shall provide the Seller retains all future division rights.

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 Sellers expense. Title Insurance shall be issued with standard exceptions. Any special exceptions imposed by the title company shall be subject to Purchaser's approval.

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, acceptance, and notices required by this contract can be delivered by facsimile/ fax or email.

Default: If Purchaser defaults, Seller 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 advice of an attorney.

Purchaser:

Augusta Charter Township

Brian Shelley

By Brian Shelley Supervisor

Date 6/25/18

Seller:

Elgin and Joanne Darling Trust

Elgin Darling

By , Trustee

Date 6-6-18

Elgin Darling
Joanne Darling Trustee

By , Trustee

Date

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.