

**CONDITIONAL PURCHASE AGREEMENT**

**Conditioned upon TWO City Council Approvals, Demolition, & Combination with Adjacent Parcel**

Section 11.3 of the Burton City Charter requires the Burton City Council to approve all land sales twice 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:

Lot(s) \_\_\_\_\_  
More commonly known as: \_\_\_\_\_  
Permanent Parcel #: \_\_\_\_\_

together with all improvements, appurtenances, heridetenements 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 on **two** separate occasions. If the Council fails to approve this sale on either occasion, 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 ten (10) business days of the second 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 Covenant Deed to purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Covenant Deed.**

4. **DEMOLITION CLAUSE:**

- a. Purchaser acknowledges and stipulates that Purchaser shall cause any building or structure located on the property being conveyed herein to be demolished and the resulting debris removed within 120 days of the closing date.
- b. Purchaser further acknowledges and stipulates that demolition shall be at the sole expense of the Purchaser and Seller shall not bear any liability therefrom.
- c. Purchaser further acknowledges and stipulates that before the commencement of any required demolition, an application to the City of Burton for a demolition permit shall be submitted and a permit obtained.
- d. Purchaser further acknowledges and stipulates that in the event that all buildings and/or structures have not been demolished and resulting debris removed within 120 days of the closing date, **the City shall cause the demolition and removal of resulting debris and after such demolition and removal shall submit a bill for same to the purchaser for all costs associated with same and if said bill is not paid within 30 days of invoice the amount of the invoice shall be added to the property tax roll.**

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

- a. Purchaser acknowledges and stipulates that Purchaser shall cause to be combined the parcel that is the subject of the Agreement (4101 S. Saginaw Street, parcel no. 59-32-501-009) and the adjacent S. Saginaw Street parcel (parcel no. 59-32-501-010) 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 has obtained title to the above described property through a Circuit Court Quiet Title Action. 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.
- c. Seller will convey its interest in the property, which it has obtained by a Genesee County Circuit Court Judgment Quieting Title to Purchaser by Covenant Deed.

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.
- c. All parties acknowledge receipt of a copy of the Genesee County Circuit Court Judgment Quieting Title to this property to the City of Burton.

**SIGNED IN THE PRESENCE OF:**

**SELLER:**

**THE CITY OF BURTON**

\_\_\_\_\_  
**BRENDA S. MOULTON**

\_\_\_\_\_  
**BY: PAULA ZELENKO, MAYOR**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**BY: TERESA KARSNEY, CLERK**

\_\_\_\_\_  
**DATE**

**PURCHASER:**

\_\_\_\_\_  
**\*Print Name**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**\***

\_\_\_\_\_  
**DATE**