

BIDDERS COMPANY NAME

INVITATION TO BID

6140

SALE OF PROPERTY

AT

543 N MAIN STREET

ANN ARBOR, MICHIGAN



WASHTENAW COUNTY
INVITATION TO BID ON SALE OF COUNTY REAL PROPERTY

BID NO. 6140.

BID RESPONSES DUE: By 4:00 p.m., June 21, 2004

To all interested bidders:

GENERAL

Washtenaw County is seeking sealed bids for the cash purchase of County-owned improved real property located at 543 N. Main Street in Ann Arbor, Michigan ("Premises"). This property is located at the corner of N. Main Street and Felch Street in Ann Arbor, Michigan and is identified by tax identification #09-09-29-138-021.

GENERAL DESCRIPTION OF PREMISES

The underlying land of the Premises contains approximately 53 ft of frontage on North Main Street and 88 feet of frontage on Felch Street with a total area of 4,644 sq.ft or .11 acre. The building located on the Premises is a staggered one-story brick and block office building, originally constructed in 1950. It contains approximately 3,150 gross square feet above grade, with an additional 1,100 square-foot basement. The Premises is currently zoned O, Office District under the City of Ann Arbor Zoning Ordinance, and is served by all customary municipal utilities. As of August 20, 2003 the Premises was appraised at \$355,000.00.

LEGAL DESCRIPTION OF PREMISES

The East 88 feet of the North 20 ½ feet of Lot 10 and all of the East 88 feet of Lot 9 lying South of the South line of Felch Street in Block 4 North, Range 3 East, in the Original Plat of the Village (now City) of Ann Arbor, as recorded in Transcripts of Plats, Page(s) 152 and 153, Washtenaw County Records.

SPECIAL TERMS AND CONTINGENCIES OF SALE

- Any proposed sales agreement with the successful bidder must be approved by the Washtenaw County Board of Commissioners.
- Washtenaw County will not accept any contingencies from the bidder as part of the bid.
- Bidders will be bidding to purchase the Premises "As-Is" with all faults and defects. To that extent, County has not made and specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind, whether express or implied, oral or written, past, present or future, concerning: (A) the nature, quality or condition of the Premises; (B) suitability of the Premises for any use intended by the bidder; (C) compliance of the Premises with any laws, rules, ordinances or regulations of any governmental authority having jurisdiction, including, without limitation, all applicable zoning laws; (D) habitability,

merchantability or fitness of the Premises for a particular purpose; and (E) any other matter related to or concerning the Premises.

- Washtenaw County shall provide and pay for a recently issued title commitment for the Premises. This commitment shall be available for inspection. The winning bidder is responsible for purchasing the title insurance policy at its sole expense.
- Premises is subject to all easements and restrictions of record as of the date of closing, including, but not limited to, a slight encroachment by the building of less than 1 foot to the property immediately to the south of the Premises as evidenced by a Mortgage Survey dated May 16, 1997 which is available for inspection from the County.
- Washtenaw County will provide a quit claim deed to the successful purchaser upon satisfaction of contingencies and closing of sale.
- Washtenaw County reserves the right to reject any and all bids, including the highest bid, and to waive defects in the bidding.

PROCESS TO BID

Bidders shall provide an original and two copies of a sealed bid seeking to purchase the Premises. All bids must be submitted by completing and executing the attached Sales Agreement ("Agreement") which must be signed by the individual or individuals legally capable of binding the individual or legal entity submitting the bid. Corporate bids shall include a resolution authorizing the corporation to submit the bid. Individuals submitting a bid acting as an agent for a principal in whose name the bid is submitted shall attach a power of attorney demonstrating the agent's authority to act for and bind the principal.

These documents must be plainly marked as to their contents, including the bid number 6140 and shall be directed to:

Washtenaw County Purchasing
Attn: Robert Devault
220 N. Main Street
P.O. Box 8645
Ann Arbor, Michigan 48107-8645

The County will only consider those sealed bids prepared in accordance with the County's bid specifications that are received no later than 4:00 p.m. on June 21, 2004. No bid may be withdrawn after such time. Sealed bids received after this time will be considered a late bid and are not acceptable unless waived by Washtenaw County. All bidders acknowledge that these specifications constitute an invitation to make an offer, and are not an offer in and of themselves.

The bids will be opened and publicly read at 4:05 p.m. on June 21, 2004. The County will then review the bids and decide within fifteen (15) days after the bid opening whether to accept any of the bids. As noted above, any sale of the Premises is subject to the contingencies listed above, including, but not limited to, approval by the Washtenaw County Board of Commissioners.

After the bids have been opened and a bid is accepted, the chosen bidder shall provide Washtenaw County with a certified check for 10% of the bid as earnest money within five (5) business days. Closing on the sale of the Premises will be held upon completion of all contingencies in the Sales Agreement, but no later than sixty (60) days after approval of the sale by the Washtenaw County Board of Commissioners. Unless the failure to close is caused by Washtenaw County's act or omission, Washtenaw County shall retain the chosen bidder's earnest money if the Premises do not close at the time provided for in the Agreement.

INSPECTION OF PROPERTY

Prior to submitting any bid, prospective purchasers shall have an opportunity to physically inspect the Premises. Facilities Director, Gregory Dill shall arrange for a joint walk-through of the Premises for prospective purchasers to be held at 11:00 a.m. on June 1, 2004. Prospective purchasers may arrange for individual inspections of the Premises by contacting Gregory Dill at (734) 222-3795.

CONTACT PERSON

Any inquiries relating to this Bid, including requests to review relevant documents referenced in this Invitation to Bid, should be directed to Washtenaw County Corporation Counsel, Curtis Hedger at (734) 222-6745 or to Gregory Dill at (734) 222-3795.

SALES AGREEMENT

THIS AGREEMENT is entered into by and between Washtenaw County, a Michigan municipal corporation with its offices located at 220 N. Main Street, Ann Arbor, Michigan, (the "Seller") and _____(the "Buyer").

BACKGROUND

The Seller owns improved real estate located at 543 N. Main Street in Ann Arbor, Michigan (the "Premises"). The property is located at the corner of N. Main Street and Felch Street. The underlying land of the Premises contains 53 feet of frontage on North Main Street and 88 feet of frontage on Felch Street with a total area of 4,644 square feet or .11 acre. The building located on the Premises is a staggered one-story brick and block office building, originally constructed in 1950. It contains approximately 3,150 gross square feet above grade, with an additional 1,100 square foot basement.

LEGAL DESCRIPTION OF THE PREMISES

The East 88 feet of the North 20 ½ feet of Lot 10 and all of the East 88 feet of Lot 9 lying South of the South line of Felch Street in Block 4 North, Range 3 East, in the Original Plat of the Village (now City) of Ann Arbor, as recorded in Transcript of Plats, Page(s) 152 and 153, Washtenaw County Records. Tax Identification #09-09-29-138-021.

AGREEMENT

Purchase and Sale

Subject to all of the terms and conditions of this Agreement, Seller will sell to the Buyer and Buyer agrees to purchase from the Seller the Premises together with the improvements, appurtenances and hereditaments thereto.

Purchase Price

The purchase price to be paid by the Buyer for the Premises shall be _____ Dollars (\$_____) (the "Purchase Price"). At the closing, Buyer shall pay the Purchase Price in cash as required by this Agreement.

Earnest Money

Seller and Buyer acknowledge that the purchase of the Premises was conducted pursuant to a sealed bid process. Buyer understands and agrees that Buyer, as the chosen bidder, shall provide to Seller a cashier's check equal to ten (10) per cent of the Purchase Price as earnest money within five (5) business days after Seller's chooses Buyer's bid.

Payment of Purchase Price

Buyer agrees to pay to Seller the Purchase Price, less Buyer's earnest money payment, by cashier's check at the time of closing.

Title

The Premises will be conveyed by Seller to Buyer subject to existing building and use restrictions, easements, encumbrances and encroachments of record, zoning ordinances and all other governmental limitations, the lien of taxes not yet due and payable and the matters shown on the title commitment for the Premises as well as Buyer's survey of the Premises. Within fifteen (15) days from the effective date of this Agreement, Seller shall provide Buyer a title commitment from Central Title Company in Ann Arbor. Buyer shall have the discretion on whether to purchase a title insurance policy for the Premises and the purchase of any such policy shall be at Buyer's sole expense.

Contingencies

The parties agree that final approval of this Sales Agreement is contingent upon approval by the Washtenaw County Board of Commissioners made at a properly scheduled meeting of that body.

The parties further agree that Buyer shall have no contingencies as part of this Sales Agreement.

Closing

The purchase and closing contemplated by this Agreement shall be held within sixty (60) days after this Agreement has been approved by the Washtenaw County Board of Commissioners. Unless the failure to close is caused by the Seller's act or omission, Seller shall retain Buyer's earnest money if the Premises do not close at the time provided for in this Sales Agreement.

Delivery of Deed and Possession

At closing, Seller shall deliver to Buyer merchantable title to the Premises by quit claim deed. The Buyer shall be granted possession of the Premises at the closing.

Recording Costs

Buyer shall pay the cost of any transfer taxes, and the cost of the owner's ALTA title insurance policy.

Taxes and Prorations

Because Seller is a governmental entity, there are no property taxes presently owing on the Premises. Buyer shall be responsible for all property taxes that occur from the date of closing forward. Any special assessments that may be on the Premises shall be pro rated with the Seller paying for all such special assessment up to the date of closing and the Buyer paying for all such special assessments from the date of closing forward.

Seller shall be responsible to pay for all utilities for the Premises up to the date of closing. Buyer shall be solely responsible for payment of all utilities on the Premises from the date of closing forward.

Survey

Upon execution of this Agreement, Buyer may, at its own expense, obtain a boundary survey of the Premises.

As-Is Conveyance; No Representations or Warranties By Seller

The parties also agree that Buyer is purchasing the Premises "As-Is" with all faults and defects, and Buyer acknowledges and agrees that Seller has not made, does not make and specifically disclaims 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, as to, concerning or with respect to (A) the nature, quality or condition of the Premises, including, without limitation, the water, soil and geology, or the presence or absence of any pollutant, hazardous waste, gas or substance or solid waste on or about the Premises, (B) the suitability of the Premises for any and all activities and uses which Buyer may intend to conduct thereon, (C) the compliance of or by the Premises or its operation with any laws, rules, ordinances or regulations of any governmental authority or body having jurisdiction, including, without limitation, all applicable zoning laws, (D) the habitability, merchantability or fitness for a particular purpose of the Premises, or (E) any other matter related to or concerning the Property, except as expressly stated in this Agreement; and Buyer shall not seek recourse against Seller on account of any loss, cost or expense suffered or incurred by Buyer with regard to any of the matters described in Clauses (A) through (E) above.

Buyer acknowledges that Buyer, having been given the opportunity to inspect the Premises, is relying solely on its own investigation of the Premises and not on any information provided or to be provided by or on behalf of Seller. Buyer further acknowledges that no independent investigation or verification has been or will be made by Seller with respect to any information supplied by or on behalf of Seller concerning the Premises, and Seller makes no representation as to the accuracy or completeness of such information, it being intended by the parties that Buyer shall verify the accuracy and completeness of such information itself. Buyer acknowledges that the disclaimers, agreements and other statements stated in this section are an integral part of this Agreement and that Seller would not agree to sell the Premises to Buyer for the Purchase Price without the disclaimers, agreements and other statements stated in this section.

Buyer's Representations and Warranties

Buyer represents and warrants to Seller, which shall survive the closing:

- (a) The execution, delivery and performance by Buyer of this Agreement and all documents to be executed and delivered pursuant to this Agreement have been duly and validly authorized by all necessary action on the part of the Buyer and

- no vote, approval, consent, order, authorization or designation of any other person or governmental body is required, and Buyer has all required powers to carry out this Agreement.
- (b) The covenants, obligations and agreements of Buyer hereunder and under the documents to be executed and delivered by Buyer hereunder constitute valid and binding legal obligations of Buyer enforceable in accordance with their terms; and
 - (c) Buyer is, or as of the Closing Date will be, qualified to do business in Michigan.

Miscellaneous

(a) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the transaction contemplated herein, and it supercedes all prior understandings or agreements between the parties, whether oral or written.

(b) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the respective devisees, personal representatives, successors and permitted assigns.

(c) **Waiver; Modification.** The failure by the Buyer or Seller to insist upon or enforce any of their rights shall not constitute a waiver by either party. Either party may waive the benefit of any provision or condition for its benefit which is contained in this Agreement. No oral modification of this Agreement shall be binding upon the parties and any modifications must be in writing and signed by the parties.

(d) **Governing Law.** This Agreement shall be governed by and construed under the substantive and procedural laws of Michigan.

(e) **Headings.** The paragraph headings contained in this Agreement are for the convenience of reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any paragraph within this Agreement.

(f) **Notices.** Any notice, request, demand, instruction or other communication to be given to either party, except where required by the terms of this Agreement to be delivered at the closing, shall be in writing and shall be sent by facsimile or registered or certified mail, as follows:

If to Buyer: _____

If to Seller: Gregory Dill, Director
 Washtenaw County Facilities Management
 110 N. 4th Street
 P.O. Box 8645
 Ann Arbor, Michigan 48107-8645

Notice shall be deemed given on the day sent if forwarded by hand delivery or facsimile, or, if by certified or registered mail through the facilities of the United States Postal Service, on the day following the date that the notice in question is deposited in the facilities of the United States Postal Service.

(g) **Assignment.** Buyer may not transfer or assign any or all of its interest in this Agreement without Seller's consent, which consent may be granted or withheld in Seller's sole and absolute discretion.

(h) **Effective Date.** The date of this Agreement shall be the date upon which the last party to sign has executed the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates stated below.

BUYER

WASHTENAW COUNTY

BY: _____

By: _____

Leah Gunn, Chair
Board of Commissioners

WITNESSED BY: _____

ATTESTED TO:

APPROVED AS TO FORM:

BY: _____

Peggy M. Haines
Clerk/Register of Deeds

By: _____

Curtis N. Hedger
Office of Corporation Counsel