

OFFER TO PURCHASE PROPERTY

The Purchaser, whose name and address appear on page 4, offers to purchase from the Charter Township of Highland ("Township") as Seller, whose address is 205 N. John Street, Highland, MI 48357, the real property described in this Offer that the Township has determined to be surplus property. Purchaser hereby offers to purchase the Property described in this Offer from the Township/Seller according and subject to the terms and conditions in this Offer, which is also referred to herein as the "Agreement."

Property.

The real property that is the subject of this Offer ("Property") is:

1. A vacant parcel of land.
2. Zoned LV/Lakes & Villages
3. Located south of 3700 Harvey Lake Road
4. Assigned Tax Parcel No. 11-11-306-016
5. Legally described below or in the attachment to this Offer.

T3N, R7E, SEC 11 PART OF SW 1/4 BEG AT PT DIST N 00-17-00 E 487.47 FT & N 89-56-50 E 60.00 FT & N 00- 17-00 E 816.11 FT FROM SW SEC COR, TH N 00-17-00 E 220.00 FT, TH E 204.00 FT, TH S 220.00 FT, TH W 205.09 FT TO BEG 1.03 A

Interest Being Purchased.

This Offer is for all of Seller's rights, title, and interests in the Property, including all property division rights under the Land Division Act, if any, and free from all liens, liabilities, encroachments, and encumbrances other than the Permitted Encumbrances described below, through a conveyance of fee simple marketable title by a Quit Claim Deed from Seller that is subject to existing building and use restrictions, if any, the Township Zoning Ordinance, and easements and rights-of-way of record ("Permitted Encumbrances").

Condition of Property.

Subject to Purchaser's rights under the Property Entry and Inspection Rights paragraph, this Offer is to purchase and accept the Property at closing in its then present condition, "as-is" and without any express or implied representation or warranty by Seller of that condition.

Taxes.

This Offer is made with the understanding that the Property has been exempt from property taxation such that there will be no taxes to pro-rate at closing, that Purchaser will be solely responsible for payment of all property taxes that are assessed after the Property is placed back on the tax roll, and that any values of the Property that may be shown on the Township's assessing records will be subject to adjustment when the Property is placed back on the tax roll.

Purchase Price and Deposit.

The amount being offered as the purchase price for the Property to be paid in cash or cash equivalent at closing is \$ _____. This Offer and Purchaser's ability to pay the purchase price at closing is not conditioned on or subject to Purchaser obtaining a mortgage or other loan.

The sum of \$ _____, has been tendered to Seller as a deposit to be held by Seller and applied to the purchase price at closing, returned if Purchaser has and timely exercises a right to cancel under this Offer, or forfeited to Seller if Purchaser fails to satisfy one or more of its obligations under this Offer.

Evidence of Title and Objections.

Within seven (7) days of Seller's acceptance of this Offer, Purchaser, at its sole cost and expense, shall order a title insurance commitment in the amount of the Purchase Price from the title insurance company and office designated in the Seller's acceptance of this offer, or if none, from a title insurance company and office selected by Purchaser. Purchaser's order shall include instructions that copies be provided to Purchaser and Seller within 14 days and a copy of the order shall be provided to Seller.

If, within seven (7) days of the title insurance commitment being received, Purchaser notifies Seller in writing of specified title defects that must be corrected for title to be in the condition required, Seller shall have 30 days from the date of that notice to use its best good faith efforts to cure such defects or to obtain the title insurance commitment to insure over defects to which objection was made. If Seller is unable to cure such defects within that time, Purchaser shall have the option to either: (i) waive the defects and proceed with this transaction; or (ii) cancel this Agreement by written notice to Seller, in which event neither party shall have any further liability or obligation hereunder, except that the Deposit shall be immediately returned to Purchaser. However, if any of the defects are represented by liens or encumbrances of an ascertainable amount, and Purchaser elects to close this transaction, Purchaser may satisfy and discharge or assume such liens and/or encumbrances and deduct such amount from the Purchase Price due at closing.

Upon the expiration of seven (7) days from a title insurance commitment being received without Purchaser notifying Seller of title defects to be corrected, or a waiver of title defects by Purchaser, a closing shall be scheduled once the requirements of the Property Entry and Inspection Rights paragraph have been waived or satisfied.

At or before closing, Purchaser shall pay for a final policy of title insurance to be issued pursuant to the title insurance commitment and Seller will provide such documents to the title insurance company as reasonably and generally required for issuance of such policies without all standard exceptions except those related to surveys, the responsibility for which is the Purchaser's.

Property Entry and Inspection Rights.

Within seven (7) days of Seller's acceptance of this Offer, Purchaser shall provide written notice to Seller if and for what purposes it intends to exercise rights under this paragraph. Failure to give the notice shall be treated as a waiver of inspection rights under this paragraph for purposes of scheduling a closing.

During the 45 day period that begins with Seller's acceptance of this Offer ("Due Diligence Period"), Purchaser, by its identified employees, agents, or contractors, shall have the right to enter upon the Property after 24 hours prior written notice to Seller, for the purposes of inspecting the Property and performing reasonable, non-destructive investigations, studies and tests, such as surveys and engineering studies; provided, however, that Purchaser shall not be permitted to conduct physical or invasive testing (including, without limitation, any environmental testing other than a Phase I study) without Seller's prior written consent, which will not be unreasonably withheld. Any and all investigations, studies and tests shall be at Purchaser's sole expense, and Purchaser shall restore the Property to substantially the same condition as existed before such investigations, studies or tests were performed.

If as a result of Purchaser's inspections under this paragraph, the condition of the Property is not acceptable due to the presence of environmental contamination, encroachments on or from adjoining property, or an abnormal underground condition that will substantially interfere with and

increase Purchaser's construction costs, Purchaser may, at its option by written notice to Seller prior to expiration of the Due Diligence Period, provide notice of Purchaser's intention to cancel this Agreement and the reasons therefore, to be effective seven (7) days after the notice. If, during the seven (7) day notice period Seller and Purchaser do not agree in writing to an amendment of the Purchase Price or other resolution of Purchaser's objections, by a second written notice to Seller, Purchaser may cancel this Agreement. In that event, the Deposit shall be immediately returned to Purchaser, and the parties shall have no further rights or obligations under this Agreement.

Upon the expiration of the Due Diligence Period without a timely Purchaser notice of an unacceptable condition, or a written agreement resolving any such objections, a closing shall be scheduled.

Closing.

The closing on the purchase of the Property under this Offer shall occur on a date that is no later than 14 days from when it is to be scheduled under the Evidence of Title and Objections and Property Rights and Inspection paragraphs, whichever is later, with the actual date and time to be scheduled with the title insurance company office by Seller after consulting and agreeing with Purchaser. Time is of the essence with regard to the Closing Date.

The closing shall be conducted by the title insurance company office designated in the Seller's acceptance of this offer, or if none, by the office of a title insurance company selected by Purchaser and agreed to by Seller, and shall be held at the Township offices or the title insurance company's office if it is located in or reasonably close to the Township offices.

Purchaser shall be responsible for paying all title insurance company document preparation, closing, title insurance commitment or policy, and any other fees or charges, and all recording fees.

At the closing, Seller and Purchaser shall each execute and deliver to the other appropriate closing statements setting forth the Purchase Price and all payments required by this Offer, together with all additional documents required to complete the purchase and sale of the Property in accordance with the terms and conditions of this Offer. Seller shall prepare the Quit Claim Deed at no cost to Purchaser.

Possession.

Purchaser shall have the exclusive possession of the Property immediately upon completion of the closing.

Default.

Absent a timely exercised cancellation that Purchaser has a right to do, if Purchaser fails to proceed with its purchase of the Property or otherwise defaults in complying with one or more of the terms and conditions of this Offer, Seller may, after written notice of default to Purchaser and Purchaser's failure to cure the specified default(s) within 14 days of the notice, declare a forfeiture hereunder and retain the Deposit as liquidated damages and the Seller's sole remedy for Purchaser's default. If Seller fails to proceed with its sale of the Property or otherwise defaults in complying with one or more terms and conditions of this Offer, Purchaser may, after written notice of default to Seller and Seller's failure to cure the default within 14 days of the notice, (a) elect to enforce the terms hereof by specific performance, or (b) demand and be entitled to an immediate refund of the Deposit.

Notices.

Any notice or other communication required or desired, to be given hereunder shall be in writing to the addresses in this Agreement, with notices to the Township/Seller to be to the Supervisor and

Clerk, and notices to Purchaser to be to the person signing this Offer. Notices shall be: (a) delivered personally, (b) sent by overnight courier, (c) sent by registered or certified mail, or (d) sent by email and first class mail. Any notice which is served (i) personally shall be deemed to be given on the date on which the same is actually served, (ii) by Federal Express or other national overnight courier shall be deemed to be given on the date one (1) business day after it is delivered to Federal Express or other national overnight courier, (iii) by registered or certified mail shall be deemed to be given on the date two (2) days after the same is deposited in the mail, and (iv) by email and first class mail on the following day.

Miscellaneous.

This Agreement may not be assigned or transferred by Purchaser without the Seller's prior written consent, which it shall have no obligation to grant.

This Agreement may be amended or modified only by the written agreement or an Addendum attached to it and signed by Purchaser and Seller.

This Agreement shall be interpreted under and governed by the laws of the State of Michigan.

The provisions of this Agreement are solely for the purpose of defining the interests of the Purchaser and Seller and no other person shall have any right, power, title, or interest under it.

The terms and conditions of this Agreement shall be binding on and for the benefit of the Purchaser's and Seller's respective heirs, representatives, successors, and assigns.

If there is more than one Purchaser, references in this Offer to Purchaser are to all of them.

Purchaser Representations, Information and Signature.

Purchaser has the full right, power and authority to make this Offer and consummate the purchase of the Property under the terms and conditions of this Offer without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties.

Purchaser's full legal name is: _____

Purchaser's address is: _____

Name of person signing this Offer: _____

Title/Position/Authority of Person signing this Offer: _____

Date

Signature

Date

Signature

**SELLER ACCEPTANCE OF OFFER TO PURCHASE PROPERTY
AND ACKNOWLEDGEMENT OF DEPOSIT**

As authorized, or subject to ratification, by its Board of Trustees, the Charter Township of Highland hereby accepts the foregoing Offer to Purchase Property, acknowledges receipt of the Deposit of \$ _____, and agrees to hold, apply, release, or pay the Deposit as described in and required by this Offer.

For purposes of the accepted Offer the Township is/is not [strike one] designating a title insurance company and office.

If applicable that company and office is: _____

Date

Rick A. Hamill, Supervisor

PURCHASER RECEIPT OF SELLER'S ACCEPTANCE OF OFFER

Purchaser acknowledges receipt of a copy of Seller's signed acceptance of Purchaser's Offer to Purchase.

Date

Date
