

**CHARTER TOWNSHIP OF HIGHLAND
SURPLUS LAND SALE NOTICES AND DOCUMENTS**

Property Being Sold: Vacant 1.03 +/- parcel, south of 3700 Harvey Lake Road,
Tax Parcel 11-11-306-016; Zoning LV/Lakes & Villages,
Minimum Bid: \$75,000.00

Bid Deadline Day, Date and Time: Wednesday September 17, 2025 at 4:00pm

General Terms of Sale. The Charter Township of Highland (“Township”) has determined to sell the described Property “as-is” on a cash basis in exchange for a Quit Claim Deed and subject to existing building and use restrictions, if any, the Township Zoning Ordinance, and easements and rights-of-way of record, with the Purchaser to be responsible for paying for an owner’s title insurance commitment and policy and all closing and recording fees and costs. The Township will designate the title insurance company and office to issue the title insurance commitment and policy and to conduct the closing on the sale of the Property.

Bid Request and Submittal. The Township is requesting sealed bids from persons interested in purchasing the Property on those terms and in accordance with these Notices and Documents. For Bids to be considered they must be received at the Township Clerks Office, 205 N. John Street, Highland, Michigan 48357 on or before the Bid Deadline stated above in a sealed envelope, the outside of which shall contain the words “Surplus Land Bid”, Bidder’s legal name, and Bidder’s address.

Required Bid Documents. For a Bid to be considered complete, all of the following shall be submitted in a single sealed envelope:

1. Two (2) fully completed, signed and dated **Offers to Purchase in the exact form that is attached** and clearly and legibly stating the amount being offered for the Property and the amount of the deposit, which shall be at least 5% of the amount offered. The Property Entry and Inspection Rights paragraph in the **attached Offer to Purchase** may be stricken if the Bidder is waiving those rights.
2. A deposit in the form of cash, money order, or negotiable check or other instrument that is payable to the Charter Township of Highland in the amount inserted in the completed Offer to Purchase.
3. The completed and signed Bidder Information Form and Affidavit **that is attached**.
4. Certificate(s) of Insurance for Bidder and any contractor that would be entering on the Property as allowed in the Property Entry and Inspection Rights paragraph of the **attached Offer to Purchase**, confirming the existence and amounts of liability and property damage insurance that would cover any damage or injury to persons or property that occurred during an entry and inspection on the Property, and naming the Township as an additional insured.

Pre-Bid Site Visit. All persons wishing to visit the Property may do so. A sign has been posted on the Property as being the Surplus Property for which sealed bids are being requested. Persons entering on the Property do so at their own risk and the Township shall have no liability or responsibility for any injuries or damages that may occur during or as a result of such entry on the Property.

Bid Preparation/Submission Notices and Requirements.

1. Basis of Bids. The submission of a Bid constitutes an affirmative representation by the Bidder that it has read, understands, accepts, and agrees to the General Terms of Sale stated in this Notice and all of the terms and conditions of the completed, signed and dated **attached Offer to Purchase** being submitted, and will diligently proceed with purchase of the Property as provided in the Offer to Purchase if it is accepted by the Township. Bidders are responsible for all costs incurred in preparing and submitting a Bid.

2. Bid Prices and Deposits. A Bid on this Project shall be made by completing the **attached Offer to Purchase form**, inserting the offered amount and deposit amount (at least 5% of the offered amount) in the Purchase Price paragraph. Bid deposits for Offers to Purchase that are accepted or conditionally accepted by the Township shall be held and be applied to the purchase price, returned, or forfeited as provided in the Offer to Purchase. Bid deposits for Offers to Purchase that have not been accepted or conditionally accepted by the Township may be held by the Township until the closing on a sale of the Property, the expiration of 120 days after the Bid Deadline, the Township's rejection of the Bid, or Township's written approval of a Bid withdrawal request, whichever first occurs.

3. Signing of Offers to Purchase. If the Bidder is other than one or more individual persons, the legal name of the Bidder and the name, position and authority of the person signing on its behalf shall be legibly typed or printed, with that position and authority to be confirmed by documentation that is attached to the Bidder Information Form and Affidavit. If the Bidder is one or more individual persons, those individuals shall sign the Bidder Information Form and Affidavit. Bidders are warned against making any erasures or alterations of the Offer to Purchase form other than deleting the Property Entry and Inspection Rights paragraph, if those rights are being waived, which shall be by the striking through of that paragraph initialed by the person(s) signing the Offer to Purchase.

4. Submission of Bids. Delivery by the Bid Deadline to the Township Clerk's office is the sole responsibility of the Bidder. Delays in the mail will not be considered, and faxed or emailed bids will not be accepted. Any Bid received after the Bid Deadline will be returned to the Bidder unopened. All Bids shall be delivered to the Township in a sealed envelope. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Township Clerk.

5. Withdrawal and Modification of Bids. Bids may be withdrawn by a signed written notice referencing and identifying the Bid being withdrawn that is delivered to the Township Clerk before the Bid Deadline. Bids may not be withdrawn for 120 days after the Bid Deadline without the Township's written approval.

6. Multiple Bids and Collusion Prohibited. The submission of multiple bids by the same Bidder (under the same or different names or by a fully or partially owned or related business entity) is prohibited, and if determined by the Township to have occurred, shall serve to disqualify all Bidders involved from a contract award.

Bid Opening, Review, Evaluation and Acceptance Process, Criteria, Reservations and Conditions

1. Bid Opening. Immediately after the Bid Deadline, all timely bids will be opened publicly in the Township Hall Auditorium and be identified by a Township representative reading the Bidder names and bid prices. After that all Bids shall be subject to public disclosure under the Freedom of Information Act. At the bid opening, the tentative date and time of the Township Board meeting at which a Bid may be accepted will be announced.

2. Bid Review and Evaluation. After the Bid Opening, the Township will review and evaluate the Bids for truth, accuracy, and completeness of information submitted, and perform any other investigation of one or more Bidders or their Bids that the Township determines to be appropriate, including to establish the financial ability of Bidders to pay the amount offered in cash at the time of closing. The Township reserves the right to request additional information from one or more Bidders during the Bid review and evaluation process, with any such information to be provided within five (5) days of the Township's request.

3. Bid Synopsis, Tabulation and Recommendation. Once the Bid Review and Evaluation is completed, the possible award of a Bid shall be placed on a Township Board Agenda that each Bidder will be notified of.

4. Bid Review Criteria. The review, evaluation, recommendation, and decisions on the acceptance of a Bid and Offer to Purchase shall be based primarily on the basis of (1) the highest price offered and may include consideration of other factors including: (2) the financial ability of the Bidder to pay the amount offered, (3) the amount of the deposit provided, (4) whether the Bidder has waived the rights provided in the Property Entry and

Inspection Rights paragraph in the Offer to Purchase, (5) sufficiency of insurance where Property Entry and Inspection Rights have not been waived, (6) prior dealings and contracts with the Township, (7) the presence in, proximity to, and economic and community ties to the Township of a Bidder, (8) Geographical proximity to the Property of the Bidder, (9) Bid errors, omissions, or discrepancies, (10) evidence of Bidder collusion, (11) legal existence and authority of Bidder to transact or conduct business in the State of Michigan, and (12) any other factors considered by the Township to be in its best interest.

5. Township's Reserved Rights Regarding Bids. The Township reserves the rights to reject any or all Bids, waive informalities, allow correction of errors or omissions, negotiate individually with one or more Bidders, waive or modify one or more of these Notices and Documents, request Supplemental Bids, and to tentatively, conditionally or finally accept one or more Bids and Offers to Purchase based on what the Township Board determines to be in the best interest of the Township. A determination to accept other than the highest Bid based on price will identify the Bid Review Criteria that justify that determination.

6. Conditional Bid and Offer to Purchase Acceptance. The Township reserves the right to conditionally or subsequently accept a Bid and Offer to Purchase from the next highest or preferred Bidder if the selected Bidder does not diligently commence, proceed with, and complete its obligations under an Offer to Purchase accepted by the Township.

THE FOLLOWING BID DOCUMENTS ARE ATTACHED:

1. Bidder Information Form and Affidavit (completion and submission with attachments required for Bid)
2. Offer to Purchase form (completion and submission with deposit required for Bid)

Date

Charter Township of Highland
Tami Flowers, Clerk