

## AGREEMENT TO PURCHASE REAL ESTATE

1. **THE UNDERSIGNED** hereby offers to purchase eighty (80) acres of land situated in the Charter Township of Washington, Macomb County, Michigan ("Property"). Purchaser and Seller acknowledge that the Property will be located on the real property that Seller intends to purchase from the Graubner Family Investment Company ("Graubner Property"). The exact location of the Property will be determined by mutual agreement of Seller and Purchaser within ninety (90) days of Seller obtaining good and marketable title to the Graubner Property. In the event the parties are unable to agree on the exact location of the Property, the parties will submit the issue relating to the location of the Property to binding dispute resolution pursuant to Paragraph 6 M of this Agreement.

The purchase price is Five Hundred and Ninety-Four Thousand Seven Hundred Sixty-Six (594,766.00) Dollars. The sale is to be consummated by delivery of the usual Warranty Deed conveying marketable title. Payment of purchase money is to be made in cash or certified check.

Seller's obligation to convey marketable title to Purchaser is expressly conditioned on Seller closing and obtaining marketable title to the Property pursuant to the terms of an Agreement to Purchase Real Estate, attached hereto and incorporated herein ("Graubner Purchase Agreement").

2. **SURVEY.** The exact legal description of the Property shall be determined by a certified American Land title Association Boundary Survey prepared by a Registered Land Surveyor or civil engineer which survey shall be certified to Seller, Purchaser and the title company and shall be furnished by Seller, at its sole cost and expense, to Purchaser not later than thirty (30) days from the date Seller accepts this Agreement to purchase.

3. **EARNEST MONEY DEPOSIT.** Upon acceptance and execution of an Agreement between Graubner and Seller, Purchaser shall deposit the sum of Ten Thousand (\$10,000.00) Dollars in certified funds or cashier's check, as an earnest money deposit with First American Title Insurance Company. The deposit shall be applied to reduce the funds due at closing, or shall be refunded to Purchaser or retained by Seller in accordance with the terms of this Agreement.

4. **WARRANTIES BY THE SELLER.** The Seller warrants to the Purchaser and shall certify to the Purchaser at the closing as follows:

a. Except as otherwise stated in this Agreement, the Seller's interest in the Property will be transferred to the Purchaser at the closing, free and clear of all liens, encumbrances, charges, and adverse claims, contractual or other, except beneficial utility easements of record.

b. There are no suits, actions, or proceedings pending or, to the best of the Seller's knowledge, threatened by any party, including governmental authorities or agencies, against or involving the Property or to which the Seller is or may become a party in connection with the Property.

c. The Seller has no notice or knowledge of:

(1) any planned or commenced public improvements that might result in special assessments or otherwise directly and materially affect the Property;

(2) any government agency or court order requiring repairs, alterations, or corrections of any existing conditions; or

(3) any request by an insurer or a mortgagee of the Property requiring repairs, alterations, or corrections of any existing conditions.

d. Seller will obtain good and marketable title to the Property, free and clear of all mortgages, liens, security interests, pledges, charges or other encumbrances, except for beneficial utility easements, subject to the provisions of Paragraph 4(i) of this Agreement.

e. Seller has no knowledge of any wetlands on site or contamination of the soil or ground water of the subject Property by (i) oil, gasoline or other petroleum products, or (ii) any hazardous waste or hazardous substance as defined by applicable federal and state laws and regulations nor has Seller in any way caused such contamination. Seller has not violated any local, state or federal environmental regulations applicable to the Property and has received no notices of any violations. Further, to the knowledge of Seller, its employees or agents have not engaged in any activities which would constitute a violation of such environmental regulations.

f. Seller has received no official or written notice of any condemnation proceedings against the whole or any part of the Property and has no reason to believe that any agency is contemplating condemnation proceedings against the whole or any part of the Property.

g. Seller has no knowledge of (i) any agreements of sale other than this Agreement, options or other rights of third parties, to acquire the Property; (ii) any unrecorded lease, claim, restriction, covenant, agreement, or encumbrance affecting all or any portion of the Property; or (iii) any other agreements which would otherwise affect the Property.

h. To the best of Seller's knowledge, there are no Environmental Protection Agency regulations, zoning regulations, other regulations, ordinances or statutes which are currently being violated.

i. Seller represents to Purchaser that Seller's obligation to convey good and marketable title to the Property to Purchaser is subject to Seller obtaining good and marketable title to the Property pursuant to the terms and conditions of the Graubner Purchase Agreement.

**5. RIGHT TO ENTER REALTY FOR EXAMINATION.** Purchaser shall have sixty (60) days from the date of execution of this Agreement to familiarize itself with the physical characteristics of the Property and any environmental conditions which Purchaser, in its sole discretion, may deem relevant to its intended use. During this period, Purchaser and its agents shall have the right to enter the Property to make test borings, soil bearing tests, environmental tests and to do all other related work necessary to determine the Property's suitability for Purchaser's intended use. The work shall be conducted in a reasonable workmanlike manner, at the sole cost, expense and liability of Purchaser, and any damage to the Property shall be repaired by Purchaser.

In the event Purchaser is unable to satisfy itself within the time period set forth hereinabove, that the Property is suitable for its intended use, Purchaser may cancel this Agreement by advising Seller in writing prior to the expiration of that period. Cancellation by Purchaser shall terminate all rights and obligations of both parties hereunder and all monies deposited by Purchaser pursuant to Paragraph 3 shall be returned forthwith. In the event Purchaser shall fail to notify Seller of its intentions to cancel this Agreement, the same shall constitute a waiver of these conditions. Purchaser agrees to expedite its examination of the Property.

## **6. GENERAL CONDITIONS.**

**A. Evidence of Title.** As evidence of title, Seller shall obtain a commitment for a policy of title insurance from the First American Title Insurance Company bearing a date subsequent to acceptance hereof in an amount not less than the purchase price herein and offering to guarantee marketability of the title of the Property. The commitment shall be delivered to Purchaser immediately upon issuance thereof. Seller shall order the commitment within ten (10) days after Seller obtains good and marketable title to the Property pursuant to the terms of the Graubner Purchase Agreement. Failure to order the commitment does not constitute a breach of this Agreement. Seller shall pay for the policy of title insurance issued pursuant to said commitment.

**B. Title Objections.** If Purchaser objects to title it must notify Seller of the same within ten (10) days of receipt of evidence of title. Notice shall be by a written opinion of Purchaser's attorney specifying the particular defects claimed. Seller may, but shall not be obligated, to either (1) remedy the title defect claimed or (2) obtain title insurance as required herein either of which must be done within thirty (30) days of the notice of defects. If Seller eliminates the defects claimed within the time specified, Purchaser agrees to complete the sale within the time set forth in Paragraph 6(C). If Seller elects not, or is unable, to remedy the defects claimed, Purchaser may either close and accept such title as Seller is able to convey in full satisfaction of Seller's obligations herein, or receive a return of all monies deposited hereunder in full termination of this Agreement.

**C. Closing Date and Place.** If this Agreement is accepted by Seller and if title can be conveyed in the condition required hereunder, this sale shall close within sixty (60) days after Seller obtains good and marketable title to the Property. The closing shall take place at First American Title Insurance Company.

**D. Encumbrance Removal.** Any existing encumbrance on the Property which Seller is required to remove hereunder may be paid and discharged with the purchase money at the time of closing or, at the election of Purchaser and with the consent of Seller, assumed by Purchaser and the amount thereof deducted from the proceeds due to Seller.

**E. Prorations.** All taxes on the land which are due and payable on or before the date of closing shall be paid by Seller. At closing all taxes covering the current taxing period shall be adjusted from the date upon which each of said taxes become due and not the fiscal year of the taxing authority, and Purchaser shall reimburse Seller for such proportion thereof as the number of days from the date of closing to the next date upon which said tax shall become due bears to 365. Special assessments for public improvements which have been confirmed by public authority at the date of this Agreement shall be the obligation of Seller. All taxes of any kind levied upon the transfer of real Property imposed as a consequence of this transaction or documentary stamps to be affixed to any document executed pursuant to this Agreement shall be the paid by Seller.

**F. Default.** In the event of default by Purchaser, Seller may, at its option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages. In the event of default by Seller, Purchaser may, at its option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of its entire deposit in full termination of this Agreement.

**G. Construction.** Whenever the singular number is used, the same shall include the plural and the neuter, masculine and feminine genders shall include each other.

**H. Entire Agreement.** Time is of the essence of this Agreement. Seller and Purchaser acknowledge that each has read the entire contents hereof and are familiar with the provisions contained herein. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. All prior agreements between the parties with respect to the subject matter hereof, whether written or oral, are merged herein and shall be of no force or effect. This Agreement may only be changed, modified or discharged by an agreement in writing signed by the party against whom enforcement thereof is sought.

**I. Binding Effect.** The covenants herein shall be binding upon and shall enure to the benefit of Purchaser and Seller and their respective executors, heirs, legal representatives, successors, administrators and assigns. These covenants shall survive the closing for the sale of the Property.

**J. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

**K. Severability.** Whenever possible, each provision of this Agreement and all related documents shall be interpreted in such a manner as to be valid under applicable law, but to the extent any provision is invalid or prohibited under applicable law, such provision shall be ineffective to the extent of invalidity or prohibition without invalidating the remainder of such provisions of this Agreement.

**L. Acceptance by Seller.** The failure of Graubner to execute an Agreement in duplicate and return it to Seller's Township Supervisor on or before October 4, 2013 at 5:00 p.m. shall result in this Agreement being null, void and of no force or effect. The parties agree that the previously executed agreement between Purchase and Seller dated August 22, 2013 is no longer in effect.

**M. Limited Arbitration.** In the event Purchaser and Seller are unable to agree on the exact location of the Property as provided for in Paragraph 1 of this Agreement, the dispute regarding the location of the Property shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in the Macomb County Circuit Court. No other disputes arising out of the terms of this Agreement are subject to this Paragraph 6M.

**IN WITNESS WHEREOF,** Seller and Purchaser have executed and delivered this Agreement as of the day and year set forth below.

WITNESS:

PURCHASER:

Kathleen Bosheers 9/24/13

Kathleen Bosheers

[Signature]  
Dated: 9/24/13

WITNESS:

Kathleen Bosheers 9/24/13

Kathleen Bosheers

SELLER:

CHARTER TOWNSHIP OF WASHINGTON

BY: [Signature]  
Dan O'Leary  
Its Supervisor

Dated: 9/24/13

Purchaser acknowledges receipt of Seller's signed acceptance of this Agreement.

Dated: 10/8/13

[Signature]  
*Grandparents all*  
*all*

# Real Estate Summary Sheet

09/24/2013 11:51 AM

\*\*\*Information herein deemed reliable but not guaranteed\*\*\*

**Parcel:** 24-04-11-400-015  
**Owner's Name:** GRAUBNER FAMILY INVESTMENT CO  
**Property Address:** 65665 POWELL ROAD  
WASHINGTON, MI 48095  
**Current Class:** 101.101 AGRICULTURAL, 101  
**Previous Class:** 101.101 AGRICULTURAL, 101  
**Gov. Unit:** 04 CHARTER TWP OF WASHINGTON  
**MAP #:** 04-11G  
**School:** 9 ROMEO  
**Neighborhood:** 00201 00201 DEVELOP-AGRICULTURAL  
**Liber/Page:** 17703/846  
**Created:** 03/01/2000  
**Split:** 03/01/2000  
**Active:** Active  
**Public Impr.:** None  
**Topography:** None

### Mailing Address:

GRAUBNER FAMILY INVESTMENT CO  
65265 POWELL  
WASHINGTON MI 48095

### Description:

T4N R12E SECS 11 & 12; BEG AT E 1/4 COR SEC 11 ALSO BEING W 1/4 COR SEC 12; TH N 1245.0 FT ALG SEC LINE COMMON TO SECS 11 & 12; TH N85\*26'E 1668.58 FT TO C/L OF POWELL RD; TH S 29\*46'W 887.33 FT ALG SD C/L; TH N63\*-38'W 157.0 FT; TH S 29\*46'W 165.0 FT; TH S 30\*02'W 167.0 FT; TH S64\*10'E 157.80 FT; TH S29\*46'W 895.04 FT & S24\*43'W 691.02 FT ALG C/L OF POWELL RD; TH S81\*01'W 250.74 FT; TH S88\*30'W 429.79 FT; TH S01\*18' 50E 476.38 FT; TH S28\*00'11W 150.0 FT; TH S61\*54'05E 378.28 FT; TH S28\*00' 11W 552.45 FT; TH S88\*14'40"W 1603.05 FT; TH N01\*03'W 1281.78 FT; TH S88\*30'W 376.96 FT; TH N01\*03'W 1280.91 FT TO E-W 1/4 LINE SEC11; TH N88\*59'E 2443.31 FT ALG SD 1/4 LINE TO POB. ALSO SOUTH 30 ACRES OF EAST 1/2 OF NE 1/4 SEC 11; 201.731 ACRES

## Most Recent Sale Information

Sold on 12/10/2002 for 0 by GRAUBNER ROLAND.

**Terms of Sale:** FAMILY

**Liber/Page:** 17703/846

## Most Recent Permit Information

None Found

## Physical Property Characteristics

<b>2014 S.E.V.:</b> 510,400	<b>2014 Taxable:</b> 231,220	<b>Lot Dimensions:</b>
<b>2013 S.E.V.:</b> 410,100	<b>2013 Taxable:</b> 231,220	<b>Acreage:</b> 198.67
<b>Zoning:</b> A1	<b>Land Value:</b> 894,015	<b>Frontage:</b> 4,477.4
<b>PRE:</b> 70.000 (Qual. Ag.)	<b>Land Impr. Value:</b> 0	<b>Average Depth:</b> 3,039.2

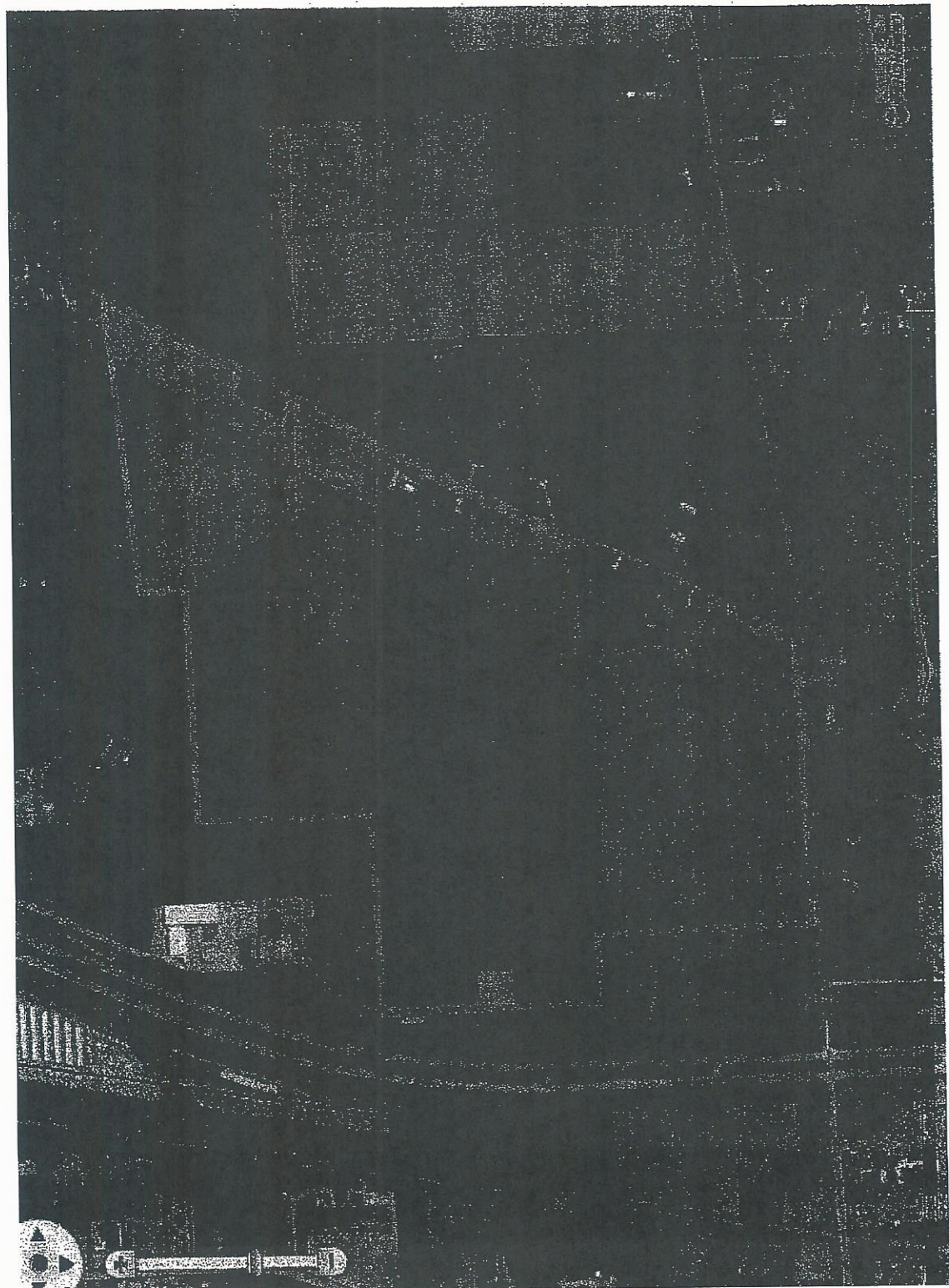
## Improvement Data

# of Residential Buildings: 1  
Year Built: 1900  
Occupancy: Single Family  
Class: C  
Style: 1.50 STORY  
Exterior: Wood Siding  
% Good (Physical): 52  
Heating System: Forced Air w/ Ducts  
Electric - Amps Service: 100  
# of Bedrooms: 3  
Full Baths: 2 Half Baths: 0  
Floor Area: 1,934  
Ground Area: 1,323  
Garage Area: 864  
Basement Area: 1,221  
Basement Walls:  
Estimated TCV: 90,224

# of Agricultural Buildings: 11  
Estimated TCV: 36,657  
Cmts: 0

## Image







**AMENDMENT TO AGREEMENT TO PURCHASE REAL ESTATE  
EXECUTED BY AND BETWEEN CHARTER TOWNSHIP OF WASHINGTON  
AND CHRIS McINALLY**

THIS AMENDMENT made this 24<sup>th</sup> day of October, 2013, by and between the Charter Township of Washington ("Seller"), a Michigan municipal corporation, whose offices are located at 57900 Van Dyke, Washington Township, Michigan 48094 and Chris McInally ("Purchaser"), whose address is 19498 Middle Branch Drive Macomb, MI 48044

**WITNESSETH:**

**WHEREAS**, Purchaser and Seller executed an Agreement to Purchase Real Estate ("Agreement") on or about September 24, 2013 pursuant to the terms of which Purchaser agreed to acquire certain real property ("Property") owned by Seller and more fully described in the Agreement; and

**WHEREAS**, Paragraph Five (5) of the Agreement grants Purchaser a period of sixty (60) days following the date Seller executed the Agreement to evaluate the condition of the Property ("Contingency Period"); and

**WHEREAS**, Purchaser has requested an additional thirty (30) days to evaluate the Property and Seller has agreed to the requested extension; and

**WHEREAS**, Purchaser and Seller desire to enter into this Amendment for the purpose of extending the Contingency Period in the Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, Purchaser and Seller agree as follows:

**1. Extension of Contingency Period**

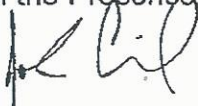
Purchaser and Seller agree that the Contingency Period set forth in Paragraph Five (5) of the Agreement is hereby extended until January 3, 2014. All other provisions contained in Paragraph Five (5) shall remain in full force and effect and are not modified by this Amendment.

**2. Scope of Agreement**

Purchaser and Seller agree that all of the terms and conditions of the Agreement, with the exception of this Amendment to Paragraph Five (5), shall remain in full force and effect.

**IN WITNESS WHEREOF**, Seller and Purchaser have executed and delivered this Amendment as of the date set forth below.

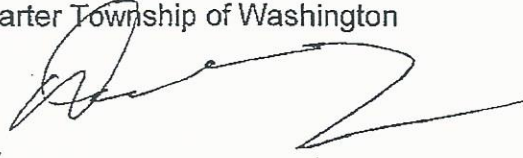
In the Presence of:

  
Sara Cecil

Date: 10/24/13

SELLER:

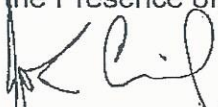
Charter Township of Washington



By:

Dan O'Leary  
Its: Supervisor

In the Presence of:

  
John Cecil

Date: 10/24/13

PURCHASER:



By:

Chris McNally