

AGREEMENT FOR PURCHASE OF REAL ESTATE

The Purchaser, DMC Consultants, Inc., a Michigan corporation, whose address is 13500 Foley Street, Detroit, Michigan 48227, (the "Purchaser") hereby offers and agrees to purchase, and the Seller, City of Madison Heights, a Michigan municipal corporation, whose address is 300 West 13 Mile Road, Madison Heights, Michigan 48071, (the "Seller") hereby agrees to sell real estate and other intangibles related to the following real estate located in City of Madison Heights, County of Oakland, State of Michigan, upon the following terms and conditions set forth in this Agreement for Purchase of Real Estate, hereafter the "Agreement."

I. PROPERTY DESCRIPTION

- 1.1 Properties located in the City of Madison Heights, Michigan, and commonly referenced as follows:

Address	Parcel ID	Purchase Price
27804 Groveland Street	25-13-302-005	\$30,000

together with all buildings, structures, rights, easements, and appurtenances pertaining thereto and all improvements, trees, bushes, landscaping, and foliage thereon, if any, any right, title, and interest of Seller in any rights of way, all of Seller's rights to connect with and to utilize any private or public utility facilities now or hereafter serving the Property, to the extent transferable, all licenses, permits, certificates of occupancy and other governmental approvals with respect to the Property, and all development and similar agreements relating to governmental units or utility services with respect to the Property; and subject to the existing building and use restrictions, easements, and zoning ordinances. The land which is part of the Property has a legal description as set forth on Exhibit A, attached hereto and incorporated herein by reference.

II. PURCHASE PRICE

- 2.1 Purchaser agrees to pay a sum equal to the purchase price listed in section 1.1 above plus the administrative fee of \$1,575 as detailed in section 5.1. The total purchase price for 27804 Groveland is (\$31,575) or thirty-one thousand five hundred and seventy-five dollars thousand dollars; in consideration for which Seller will provide a QUIT CLAM deed subject to the existing building and use restrictions and easements and rights of way of record.

III. TITLE

- 3.1 **Title Insurance.** The Purchaser may obtain, at Purchaser's expense, a commitment (the "Title Commitment") leading to an owner's policy of title insurance with standard exceptions (the "Title Insurance") from a title company selected by Purchaser (the "Title Company"). The Title Commitment shall be updated immediately prior to the Closing and shall show no objectionable matters, or defects except as provided in paragraph 3.3 below, other than those which may be permitted by Purchaser. All costs associated with the Title Commitment and Title Insurance, including such actions required to correct any flaws in title as a result of the Tax Foreclosure, shall be the sole responsibility of the Purchaser. The Purchaser shall also pay all recording fees.
- 3.2 **Objections To Condition of Title.** If objection to the title is made by the Purchaser except for provided in paragraph 3.3 herein, then Seller shall have until the Closing, or any extensions in writing to the Closing, to procure a cure for the defects. In the event the Seller is unable through the exercise of its good faith efforts to procure a cure for the claimed defects to the Purchaser's satisfaction within the time herein set forth, then, Purchaser may (i) take title to the Property despite the existence of objectionable matters, or (ii) terminate the Agreement, in which case, notwithstanding anything herein to the contrary, all sums deposited by Purchaser shall be immediately refunded to Purchaser and this Agreement shall be deemed null and void and of no further force and effect.
- 3.3 **Tax Foreclosure Transfer.** Purchaser acknowledges that Seller obtained the Property through a State/County tax foreclosure (the "Tax Foreclosure") quit claim deed and the Seller makes no representations or warranties as to the condition or title of the Property. Notwithstanding anything to the contrary in this Agreement, Purchaser accepts any flaws or defects in the title to the Property as a result of the Tax Foreclosure.
- 3.4 **Quiet Title Action.** Purchaser acknowledges that in order to obtain Title Insurance, Purchaser may be required, at Purchaser's sole cost and expense, to institute legal proceeds to quiet title in the name of Purchaser (hereinafter, the "Quiet Title Action"). If a Quiet Title Action is required, the Parties acknowledge such event will have no effect on this Agreement.

IV. POSSESSION, INSPECTIONS, CERTIFICATIONS AND DISCLOSURES

- 4.1 **Possession.** As a result of obtaining the Property through Tax Foreclosure, Seller has no knowledge as to whether the Property is occupied by tenants, previous owners, or any other occupant (the "Occupants") that may be in possession of the Property. Seller makes no representation as to the occupancy or possession of the Property. The Purchaser recognizes that some properties may be occupied, and the Purchaser is solely responsible for the continued occupancy/relocation/eviction of any occupants. Purchaser agrees that it may not take any action to obtain possession of the property, including service of notice to quit, until after the closing date as determined by the Seller.

- 4.2 Government Certifications. The Purchaser shall obtain, at its expense, all required inspections and required repairs, if any to obtain approval from any government agency or municipality. The Purchaser acknowledges and agrees that it is purchasing the Property in an AS IS/ WHERE IS condition, including but not limited to environmental conditions and/or contamination (if any), in, on, or about the Property, including the groundwater of the Property and hereby releases and indemnifies the Seller, its officers, employees and agents, from any liability whatsoever arising from any condition and/or contamination in, on or about the Property. Further, the Seller makes no express or implied representations or warranties as to the Property's condition.

V. CLOSING

- 5.1 Method of Closing. The sale will be consummated by cash for the total Purchase Price and any administrative fees or costs that are the Purchaser's responsibility. Administrative fees and costs include:
- a. Administrative Fee: \$1,575 per property to cover the related costs for the City.
 - b. Sewer and Water charges: The Purchaser is responsible for all outstanding utility charges, including water and sewer.
 - c. Property taxes: Purchaser to pay all outstanding taxes and keep future taxes current, including any special assessments and related charges
 - d. Miscellaneous Receivables: The Purchaser is responsible for any monies due to the City for any and all charges to these parcels listed, including but not limited to mowing, snow removal, brush chipping, or debris clean-up/out.
- 5.2 Assessments. The Purchaser shall discharge in full all public authority charges confirmed by said municipality or taxing unit(s), special assessments, water, sewer, paving charges, etc., that are currently due and payable. The purchaser is responsible for other assessments.

VI. MISCELLANEOUS

- 6.1 Maintenance of Property. Timeline are set below for tasks to be completed by the Purchaser within one week of closing:
- a. *Within one week of closing* - the purchaser secure the property, order landscape clean-up which includes cleaning yard debris, cutting lawn and removal of any dead trees or shrubs. The Purchaser shall cut the lawn through the construction process, if necessary.
 - b. *Within four weeks of closing* - Permits shall be pulled for all demolition, and work shall be schedule with a timeline approved in writing by the City.
 - c. *Within three months* of closing – Permits and plans for residential home shall be submitted to be built on the property with timelines to be

complete with final inspections ordered and obtain C of O's, approved in writing by the City.

- 6.2 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.
- 6.3 Venue. The parties concur that any dispute concerning the interpretation of this Agreement shall be brought in the applicable state court located in the County of Oakland, Michigan.
- 6.4 Entire Agreement. This Agreement constitutes the entire, integrated Agreement between the parties, and supersedes all prior written and unwritten negotiations, agreements, proposals and understandings. This Agreement shall not be orally amended, modified, superseded, or cancelled, it being specifically understood that any of the terms, covenants, representations and conditions contained herein may be amended only by written instrument executed by all parties. Purchaser's proposal in its entirety constitutes a part of this agreement.
- 6.5 Binding Effect. The covenants and conditions herein shall bind and inure to the benefits of the executors, administrators, successors and assigns of the respective parties. If the parties herein be more than one or if they be of the feminine gender, or a corporation or other business entity, such words and pronouns and other relative words shall be read as if written in the plural, feminine, and neuter, respectively.
- 6.6 Assignment. This Agreement may not be assigned or transferred by the Purchaser without the written consent of the Seller, except to an entity in which the Purchaser is the sole owner. Any lawful Assignee shall agree to be specifically bound by the terms of this Agreement. Upon such lawful assignment, Purchaser shall have no further or other obligations or liabilities hereunder.
- 6.7 Other Terms and Conditions. The Purchaser is to commit to 100% owner-occupant sales for all single-family homes. Purchaser will secure and stabilize each parcel within one week of closing. Purchaser will build new homes on vacant lots unless otherwise agreed to by the Seller and Purchaser. Specifically for 27804 Groveland Street Parcel 25-13-302-005 the existing structure is to be demolished within 30 days of closing with a new home built on the site over the course of the following 12 months.

6.8 Effective Date. If this Agreement is not signed simultaneously by Seller and Purchaser, it shall be considered to be an offer made by the party first executing it to the other party. In this event, that offer shall expire at midnight on the fifth (5th) calendar day following signature by the offering party. "Effective Date" shall mean the last date upon which this Agreement is accepted and executed by all the parties.

6.9 Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given (a) when delivered personally or on the day said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, or (c) on the next business day after notice is sent by facsimile or (d) on the day said communication is deposited with a nationally recognized overnight courier service, addressed and/or sent by facsimile, as the case may be, as follows:

Seller:
Melissa R. Marsh
City Manager
City of Madison Heights
300 West Thirteen Mile
Madison Heights, MI 48071
Contact No. (248) 837-2639

Purchaser:
DMC Consultants, Inc.
13500 Foley Street
Detroit, MI 48227
Contact No. (313) 491-1815

6.10 Survival of Obligations. All of the representations, warranties, and covenants of the parties hereunder shall survive the Closing, provided, however, that no claim for any breach of a representation or warranty hereunder shall be effective unless made in writing on or before the second anniversary of the Closing with respect to which such breach relates.

6.11 Construction and Captions. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal role of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto; and that section headings appearing in this agreement are for convenience of reference only and they are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection hereof.

6.12 Authority. The Parties represent and warrant that they have the requisite authority to execute this Agreement and to bind the entity or individual signed for and all predecessors and successors to the rights and obligations described or contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this First Addendum on the day and year first above written.

"SELLER"

"PURCHASER,"

**City of Madison Heights, a Michigan
municipal corporation.**

DMC Consultants, Inc.

By: Melissa Marsh, City
City Manager

By: _____
Its: _____

By: Cheryl Rottmann, City Clerk

[NOTARIZATION APPEARS ON NEXT PAGE]

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

On this _____ day of _____, 2024, before me, a Notary Public in and for said County and State, personally appeared the above-named Melissa Marsh and Cheryl Rottman, City Manager and City Clerk, respectively, of the City of Madison Heights, a Michigan Municipal Corporation, located at 300 West Thirteen Mile Road, Madison Heights, Michigan 48071, to me known to be the same persons described in and who executed the within instrument on behalf of the City and who then acknowledged the same to be of their free act and deed on behalf of the City.

_____, Notary Public
_____ County, Michigan
My Comm. expires: _____
Acting in: _____

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

On this _____ day of _____, 2024, before me, a Notary Public in and for said County and State, personally appeared the above-named _____, Managing Member of DMC Consultants, Inc., a Michigan limited liability company, located at 13500 Foley Street, Detroit, MI 48227, to me known to be the same person described in and who executed the within instrument on behalf of the City and who then acknowledged the same to be of his or her free act and deed on behalf of the company.

_____, Notary Public
_____ County, Michigan
My Comm. expires: _____
Acting in: _____

EXHIBIT A

LEGAL DESCRIPTION

T1N, R11E, SEC 13, TUXEDO PARK SUB, LOTS 188 & 189