

CHARTER TOWNSHIP OF CLINTON – 2018 PROPERTY SALE

BID PACKET

INTRODUCTION

The Charter Township of Clinton is desirous of selling properties without warranties or representations and upon terms of sale requiring payment of the full sale price without any contingencies within three (3) days from the date of proposal award.

PARCELS FOR SALE

A listing of the parcels offered for sale include:

16-11-35-329-010	Aurora
16-11-35-329-013	Aurora
16-11-35-329-019	Aurora
16-11-35-329-021	Aurora
16-11-35-330-010	Aurora
16-11-35-331-002	Aurora
16-11-34-204-020	McCoy
16-11-34-204-021	McCoy
16-11-34-204-038	McCoy
16-11-34-204-022	McCoy
16-11-34-204-024	McCoy
16-11-34-205-004	McCoy
16-11-34-205-005	McCoy
16-11-34-205-006	McCoy
16-11-34-205-007	McCoy
16-11-34-205-009	McCoy
16-11-34-205-010	McCoy
16-11-34-205-011	McCoy
16-11-34-205-012	McCoy
16-11-34-127-055	Sharkey
16-11-34-127-017	Sharkey

Note: You can search the exact location of the properties at:

<http://gis.macombgov.org/flexviewer2>

You may also locate information about the properties from our Assessing records at:

<https://accessmygov.com/?yid-254>

PROPOSAL DUE DATE and INSTRUCTION TO BIDDERS

Sealed proposals are due no later than 2 p.m. on Thursday, September 20, 2018 at the Clerk's Office of the Charter Township of Clinton, 40700 Romeo Plank, Clinton Township, Michigan 48038. Personal delivery recommended.

All bids shall be placed in a sealed envelope addressed to the Clerk's Office with the outside of the envelope clearly marked with the address/street name of the property.

A bid bond of \$2500 is required to secure your bid proposal on the subject property.

Bids will be opened at 10 a.m. on Friday, September 21, 2018 at the Clinton Township Clerk's Office. Bids will be awarded by the Township Board at 6:30 p.m. on October 1, 2018.

Certified funds must be received by the Clerk's Office by 2:00 p.m. on October 4, 2018.

RIGHTS RESERVED TOWNSHIP

The Township reserves the absolute non-qualified right to accept or reject any and all proposals or bids in its sole and absolute discretion and also to change the terms and conditions of sale within its sole and absolute discretion.

AS IS

The properties offered for sale are offered for sale as is. No representations or warranties are made with respect to any and all aspects of each property. Prospective buyers are strongly encouraged to have the property inspected by capable individuals. The Township does not offer recommendations in that regard, and the selection and scope of inspections, if any, are solely within the discretion of the prospective purchasers. No representations, statements, or warranties of any kind outside of this document are authorized by the Township or to be relied upon by any prospective purchaser. The Township is not required to furnish a seller's disclosure statement pursuant to MCL 565.953(H). Prospective purchasers are advised, if they so choose, to review the information that a seller's disclosure statement would contain to make sure that an inspection covers the various items set forth in such a statement. The Township is offering no such statement, and procurement of any information about the subject property is solely up to each prospective purchaser from sources other than the Township or its employees.

NO REPRESENTATIONS OR WARRANTIES

The Township expressly disclaims any and all warranties of any kind or nature whatsoever with regard to the subject properties. The Township makes no representations or warranties whatsoever. Any representations or warranties made other than what is set forth herein is unauthorized by the Township and should not be relied upon by prospective purchasers as representations by the Township.

LIMITATION OF LIABILITY

Notwithstanding anything to the contrary, the Township's liability with respect to any kind of claim, personal injury, bodily injury, or property damage or involving directly or indirectly the acquisition of the property is limited to the purchase price paid to and retained by the Township.

BID BOND

Each prospective bidder is required to present a cashier's check, money order, or certified check in the amount of Twenty-Five Hundred (\$2500.00) Dollars payable to the Charter Township of Clinton per property. **No personal checks or cash will be accepted.** It should be delivered with and made part of the sealed proposal submitted by the prospective purchaser.

TERMS OF SALE

The subject properties are being sold without contingency. Any submittals with contingencies such as mortgage approval requirements, appraisal requirements or any other requirement of any kind or nature as a pre-condition or contingency, will be considered as non-responsive. Full payment of the purchase price shall be made within thirty (30) days of bid award by the Township. Failure to furnish full payment will result in forfeiture of the entire bid bond amount. Purchaser will be responsible to submit "Property Transfer Affidavit" (PTA) and "Principal Residence Exemption Affidavit" (PRE) as required by State Statutes. Copies attached. Residents wishing to make the property their "principal residence" may be given consideration over non-homestead purchasers and will be required to execute a "covenant" stating they will maintain the property as their "principal residence" for a period of not less than five (5) years. The Township will determine whether to consider a lower bid for a PRE on a case by case basis and shall be at the sole discretion of the Clinton Township Board of Trustees.

Adjoining property owners to vacant properties offered for sale may be given consideration over other bidders. You will be required to combine the parcel with your existing property and provide a statement as to the intended use of the parcel being bid on.

Any person or entity who had any ownership interest during the period of time where the property taxes were unpaid and overdue resulting in a tax forfeiture shall be ineligible to bid and any entity who such person as an ownership or management interest shall be ineligible to bid.

TITLE WORK, STAMPS, RECORDING FEES

The Township will provide a Quit Claim Deed for the property. If a policy of title insurance is desired to insure title, it shall be issued by a Title Company in the amount of the purchase price of the property and be paid for by the purchaser. Buyers shall be responsible for paying any and all closing costs, recording fees, stamps, and other fees and charges associated with the transaction. Buyers will be responsible for completing and submitting additional documentation if required and or appropriate including but not limited to a Homestead Exemption Application. All closings shall take place at a location acceptable to the Charter Township of Clinton.

BID OFFER

I offer the following price: \$ _____

for the following property: _____
(insert property address)

I understand that my offer must be accompanied by a Twenty Five Hundred (\$2,500.00) Dollar cashier's check, money order or certified check which represents a bid bond, and I have read and understand the conditions of the sale. The bid bond may be returned within one (1) week of bid opening if I am not selected as the successful bidder. **Under no circumstances will checks be returned the day of the sale.** I will forfeit the Twenty Five Hundred (\$2,500.00) Dollars if I do not complete the sale, if I am the successful bidder. My check will be applied toward the total purchase price which will be due within thirty (30) days from bid award date. Purchaser shall be responsible for any and all condominium assessments or other charges from the condominium association back to date of acquisition by the County. The Township will provide a Quit Claim Deed for the property. If a policy of title insurance is desired to insure title, it shall be issued in the amount of the purchase price of the property and be paid for by the purchaser. Buyers shall be responsible for paying any and all recording fees, stamps, and other fees and charges associated with the transaction. Buyers will be responsible for completing and submitting additional documentation if required and or appropriate including but not limited to "principal residence exemption" and "Property transfer" Affidavit.

Dated: _____

PURCHASER(S)

(Name)

(Name)

(Address)

(Phone)

(Email Address)