



Offer to Purchase City of Ionia Owned Property

Submit Completed Offer Requests to the City Manager's Office
Street Address: 114 North Kidd Street Ionia, MI 48846
Mailing Address: P.O. Box 496 Ionia, MI 48846
Ph: (616) 527-5776 Website: www.ci.ionia.mi.us

Date of Offer: _____

In accordance with General City Policy 4-004, this form is used to submit an offer to purchase any excess parcel (except industrial park parcels) owned by the City of Ionia that has been determined suitable for redevelopment/reuse and eligible for return to non-City ownership. All offers must be submitted to the City Manager's Office for administrative review and then subsequently brought to City Council for a final decision. It is the responsibility of the purchaser to know the existing zoning of the property and all regulations that apply to the identified zoning district prior to submitting an offer.

PURCHASE OFFER

I/We, _____
(Name or Names as Desired on Deed)

Street/Mailing Address: _____ City: _____

State, Zip: _____ Phone: _____ Email: _____

am/are submitting an offer to purchase City-owned property located at:

_____, hereinafter "Property" (Parcel Number) _____
(Street Address)

for the sum of \$ _____ cash.

If approved, I intend to use the property for:

DISCLAIMER AND LIMITATIONS

Notwithstanding anything to the contrary herein contained, Purchaser expressly understands, acknowledges and agrees that the conveyance of the Property shall be made by Seller to Purchaser on an "as is, where is" basis and with all faults, including fire damage, the environmental condition of the Property, and Purchaser acknowledges that Purchaser has agreed to buy the Property in its present condition and that Purchaser is relying solely on its own examination and inspections of the Property and not on any statements or representations made by Seller or any agents or representatives of Seller. Additionally, Purchaser hereby acknowledges that Seller makes no warranty or representation, express or implied, or arising by operation of law,

including, but in no way limited to, any warranty of condition, habitability, merchantability, or fitness for a particular purpose of the Property or any portion thereof, or with respect to the economical, functional, environmental or physical condition, or any other aspect, of the Property, including Seller's title to the Property. Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning: (i) the nature and condition of the Property or any part thereof, including, but not limited to, its water, soil, or geology, or the suitability thereof for any and all activities and uses which Purchaser may elect to conduct thereon, or any improvements Purchaser may elect to construct thereon, or any income to be derived therefrom, or any expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same; (ii) the absence of asbestos or any environmentally hazardous substances on, in or under the Property or on, in or under any property adjacent to or abutting the Property; (iii) the manner of construction or condition or state of repair or lack of repair of any improvements; (iv) the nature or extent of any easement, restrictive covenant, right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or other similar matter pertaining to the Property, or portion thereof; and (v) the compliance of the Property or the operation of the Property or portion thereof with any laws, rules, ordinances or regulations of any government or other body. Purchaser hereby absolutely waives any right, claim or cause of action which Purchaser may have against Seller with respect to the environmental conditions existing at the Property on the date of closing. By way of example only and not by way of limitation of the foregoing, Seller does not warrant either clear title to the Property, or that Purchaser will be able to obtain title insurance to the Property. Nor shall Purchaser be allowed to return Property because of defect in title. Purchaser shall indemnify, defend and save Seller harmless from and against any and all claims, liability, costs, damages or losses from personal injury, including death, or property damage of any nature, resulting or arising from the sale of the Property. The provisions of this paragraph shall survive the execution and delivery of the deed by Seller and the closing of the transaction contemplated by this agreement (the "Closing"). At the Closing, the Purchaser shall deliver the purchase price to the Seller via cash, cashier's check, or money order, and the Seller shall deliver title to the Property via a quit-claim deed. If the Closing does not occur within sixty (60) days of the date that the City Council approves this transaction, this agreement will terminate, and the Purchaser and Seller will have no further rights hereunder. The Purchaser shall record the fully executed quit-claim deed with the Ionia County Register of Deeds.

SIGNATURE

Signature: _____ Date: _____

OFFICE USE ONLY

City Manager

Recommended: ___ Yes ___ No

Comments: _____

Signature: _____ Date: _____

City Council

Date of Meeting: _____ **Approved or Denied (Circle One)**

Comments: _____
