

# CONTRACT ROUTING FORM

**\*\*NOTE: CITY ATTORNEY MUST REVIEW CONTRACTS  
BEFORE SUBMISSION TO CITY COUNCIL**

SUBMITTED BY: Remy Long DATE: 4-3-2019

SERVICE AREA/UNIT: Community Services

CONTRACTOR: \_\_\_\_\_

PURPOSE: Purchase Agreement Extension for Purchase of Development Rights  
on the Rogers Trust Property Greenbelt Project

CONTRACT TYPE:

☐

SERVICES

☐

MATERIALS/CONSTRUCTION

☐

CHANGE ORDER/AMENDMENT

CHANGE AMOUNT: \$ \_\_\_\_\_

☒

OTHER:

CONTRACT AMOUNT: \$ 388,000

DATE CONTRACT EXPIRES: 9-30-2019

RESOLUTION REQUIRED: ☒ YES NUMBER: R-18-067

☐

NO PROJECT MEMO ATTACHED

SIGNATURES: **PLEASE MARK PAGES**  
(IN ORDER)

REQUIRED

SIGNED

DATE SIGNED

CONTRACTOR

☐☐

\_\_\_\_\_

SERVICE AREA

☐☐

4-4-19

CITY ATTORNEY

☒☒

\_\_\_\_\_

CITY ADMINISTRATOR

☐☐

4-5-19

MAYOR

☒☒

4/8/19

CITY CLERK

☒☒

RETURN CONTRACT TO: Remy Long PHONE: 42798

**MEMO**

**To:** Christopher Taylor, Jacqueline Beaudry  
**CC:** Christopher Frost, Michele Yanga, Derek Delacourt  
**From:** Remy Long  
**Date:** 4/3/2019  
**RE:** Extension of Real Estate Purchase Agreement for Purchase of Development Rights on the Rogers Trust Property in Lodi Township

R-18-067 approved the purchase of a conservation easement on the Rogers Trust property in Lodi Township and the appropriation of \$378,367.00 from the Open Space and Parkland Preservation millage. Enclosed is the purchase agreement extension prepared by the City Attorney's office and executed by the landowner. Also enclosed is the fully executed real estate purchase agreement for your reference.





## Legislation Details (With Text)

**File #:** 18-0217      **Version:** 1      **Name:** 2/20/18 Purchase Rights for Rogers Revocable Trust Property  
**Type:** Resolution      **Status:** Passed  
**File created:** 2/20/2018      **In control:** City Council  
**On agenda:** 2/20/2018      **Final action:** 2/20/2018  
**Enactment date:** 2/20/2018      **Enactment #:** R-18-067  
**Title:** Resolution to Approve the Purchase of Development Rights on the Rogers Revocable Trust Property in Lodi Township, Approve a Participation Agreement with Washtenaw County Parks and Recreation, and Appropriate Funds, Not to Exceed \$378,367.00, from the Open Space and Parkland Preservation Millage Proceeds (8 Votes Required)

### Sponsors:

### Indexes:

### Code sections:

**Attachments:** 1. Rogers Aerial Map.pdf, 2. Rogers Protected Map.pdf

Date	Ver.	Action By	Action	Result
2/20/2018	1	City Council	Approved	Pass

Resolution to Approve the Purchase of Development Rights on the Rogers Revocable Trust Property in Lodi Township, Approve a Participation Agreement with Washtenaw County Parks and Recreation, and Appropriate Funds, Not to Exceed \$378,367.00, from the Open Space and Parkland Preservation Millage Proceeds **(8 Votes Required)**

Attached for your review and action is a Resolution to Approve the Purchase of Development Rights on the Rogers Revocable Trust Property in Lodi Township, Approve a Participation Agreement with Washtenaw County Parks and Recreation, and Appropriate Funds, Not to Exceed \$378,367.00, from the Open Space and Parkland Preservation Millage Proceeds

On November 10, 2016 (R-16-430), City Council approved a grant application to the NRCS - Agriculture Conservation Easement Program (ACEP) for the Purchase of Development Rights (PDR) on the Janet Rogers Revocable Trust Farm in Lodi Township. Subsequently, on September 18, 2017, City Council approved the acceptance of grant funds in the amount of \$190,120.00 towards the purchase of the development rights on the tract (R-17-344). These funds will be reimbursed to the City by NRCS-ACEP after the project closes. Washtenaw County Parks and Recreation approved the contribution of funds in the amount of \$60,000.00, or 15.5% of the Fair Market Value, towards the purchase of the development rights on the tract. Lodi Township has also agreed to contribute \$1,000.00 towards the purchase.

This decreases the City of Ann Arbor's share of the purchase price to \$136,880.00, or 35% of the Fair Market Value.

### Janet Rogers Revocable Trust Farm, Lodi Township

The farm is approximately 80 acres and is located along Textile Road in Lodi Township. The property is considered large enough to sustain agricultural production and is in a location that will encourage additional farmland and agricultural preservation activities. It is adjacent to two existing Greenbelt

easements and would create a contiguous protected area of more than 230 acres. It is also approximately one-half mile from a third Greenbelt easement. The property scored in the top 40% of all Greenbelt applications in the scoring system developed and approved by the Greenbelt Advisory Commission. The protection of this property is a priority for the Greenbelt Program due to the size and quality of the farmland, proximity to other protected properties, and possibility to leverage funds from federal and other local sources of funding. The property also meets the priorities for the Greenbelt, Washtenaw County Parks and Recreation, Lodi Township, and ACEP Programs.

### Participation Agreement:

An appraisal was completed for the development rights on the property in January 2017, and updated in October 2017, which determined the Fair Market Value of the development rights to be \$388,000. This resolution approves a participation agreement with Washtenaw County Parks and Recreation and an appropriation of funds not to exceed \$378,367.00, from the Open Space and Parkland Preservation Millage Proceeds.

The Greenbelt Advisory Commission recommended the purchase of the development rights on this tract and participation agreement with Washtenaw County Parks and Recreation at its December 7, 2017 meeting. The Greenbelt Advisory Commission recommended to move forward with the Purchase and the Agreement due to the quality of agricultural areas on the property, the property's proximity to other protected land protected through the Greenbelt Program, and the opportunity to leverage the City's funds through partnership with the federal NRCS ACEP Program, Washtenaw County Parks and Recreation, and Lodi Township. Approval of the resolution is recommended by staff.

### Project Budget:

#### Purchase Price:

Appraised Fair Market Value: \$388,000.00

Washtenaw County Amount: \$60,000.00 (16%)

Lodi Township Amount: \$1,000.00 (0.3%)

ACEP Grant Amount: \$190,120.00 (49%)

(to be reimbursed to the City after closing)

City portion of purchase price: \$136,880.00 (35%)

#### Other Costs:

Estimated Due Diligence: \$20,000.00

Estimated Closing Costs: \$7,500.00

Endowment: \$23,867.00

Total Other Costs: \$51,367.00

#### Appropriation of Funds Needed at Closing:

Purchase Price: \$136,880.00

Other Costs: \$ 51,367.00

ACEP Grant Amount: \$190,120.00

Total Funds Needed at Closing: \$378,367.00

#### Total Final City Costs:

Funds Needed at Closing: \$378,367.00

Reimbursement from ACEP: \$190,120.00

**Total City Costs: \$188,247.00**

Prepared by: Ruth Thornton, Greenbelt Program Manager, The Conservation Fund

Reviewed by: Derek Delacourt, Community Services Area Administrator

Approved by: Howard Lazarus, City Administrator

Whereas, Chapter 42 of the Ann Arbor City Code specifically authorizes City Council to enter into agreements for joint acquisition of land in the Greenbelt District with other government agencies;

Whereas, The Fair Market Value for the development rights was determined by an appraisal as required by Section 1:320 of the Ann Arbor Code;

Whereas, The City has secured a NRCS ACEP grant in the amount of \$190,120.00 for the purchase of the development rights on the Janet Rogers Revocable Trust Property, which will be reimbursed to the City after closing;

Whereas, Washtenaw County has matching funds available for the purchase of the Janet Rogers Revocable Trust Property;

Whereas, Lodi Township has matching funds available for the purchase of the Janet Rogers Revocable Trust Property;

Whereas, Sufficient funds are available in the Open Space and Parkland Preservation Millage Proceeds for the expenditure; and

Whereas, The Greenbelt Advisory Commission approved a motion recommending approval of the purchase of development rights on the Janet Rogers Revocable Trust property and participation agreement with Washtenaw County Parks and Recreation at its December 7, 2017 meeting;

RESOLVED, That City Council approve the purchase of the development rights by Farmland Development Rights Easement on the Janet Rogers Revocable Trust Property in Lodi Township, subject to the approval of the appraisal by the City and satisfactory environmental site assessment;

RESOLVED, That City Council authorize and direct the Mayor and City Clerk to execute all documents necessary to complete the purchase of development rights after approval as to form by the City Attorney;

RESOLVED, That City Council approve participation with Washtenaw County Parks and Recreation in the purchase of development rights on the Janet Rogers Revocable Trust property located in Lodi Township for the reasons stated above;

RESOLVED, That the Mayor and City Clerk be authorized and directed to execute the Participation Agreement defining each party's interest in the acquisition of the development rights of the property and, if required, any supplemental documents necessary to document the appropriation of funds for the purchase of the development rights on the Janet Rogers Revocable Trust property, after approval as to form by the City Attorney; and

RESOLVED, That \$378,367.00 be appropriated for the purchase of the development rights on the Janet Rogers Revocable Trust property from the Open Space and Parkland Preservation Millage Proceeds for the life of the project without regard to fiscal year.



**AMENDMENT NO. 1  
TO REAL ESTATE PURCHASE AGREEMENT  
BETWEEN THE CITY OF ANN ARBOR AND ROGERS REVOCABLE TRUST**

This amendment is between the City of Ann Arbor, a Michigan municipal corporation with offices at 301 E. Huron St., Ann Arbor, Michigan 48104 ("Purchaser") and Janet S. Rogers, Trustee of the Rogers Revocable Trust dated March 29, 2007, whose address is 4860 Textile Road, Saline, MI 48176 ("Seller").

Purchaser and Seller agree to amend the original agreement between them, titled REAL ESTATE PURCHASE AGREEMENT and with an effective date of December 6, 2018, as follows:

The first paragraph of section 15(a) of the original agreement is amended to read:

**15. Closing. (a)** The closing shall take place as soon as reasonably possible following the satisfaction of the conditions in this agreement on a date selected by Purchaser and agreed to by Seller, but no later than September 30, 2019.

Unless modified by this amendment, all provisions of the original agreement remain in effect and apply to this amendment.

*(Signatures on following page)*





**SELLER**

Rogers Revocable Trust, dated March 29, 2007

By: Janet S. Rogers 4-3-19  
Janet S. Rogers, Trustee (Date)

**PURCHASER**

CITY OF ANN ARBOR

By: [Signature] 4.5.19  
Christopher Taylor, Mayor (Date)

By: Jacqueline Beaudry 4/5/19  
Jacqueline Beaudry, City Clerk (Date)

Approved as to form

[Signature]  
Stephen K. Postema, City Attorney

## REAL ESTATE PURCHASE AGREEMENT

This agreement is between the City of Ann Arbor, a Michigan municipal corporation with offices at 301 E. Huron St., Ann Arbor, Michigan 48104 ("Purchaser") and Janet S. Rogers, Trustee of the Rogers Revocable Trust dated March 29, 2007, whose address is 4860 Textile Road, Saline, MI 48176 ("Seller").

Purchaser and Seller agree as follows:

1. **Effective Date.** The effective date of this agreement shall be the date that all parties have signed.
2. **Real Property.** Seller states that they are the fee owner of real property located in Scio Township, Washtenaw County, Michigan, commonly known as Textile Road, Saline, MI 48176 (vacant land) and described on the attached Exhibit A ("Real Property").
3. **Conservation Easement.** Purchaser shall purchase from Seller and Seller shall sell to Purchaser a conservation easement on the Real Property ("Conservation Easement"). The Conservation Easement shall cover the entire Real Property. The terms of the Conservation Easement, including the legal description, shall be determined by separate agreement of Seller and Purchaser. If Seller and Purchaser cannot agree to the terms of the Conservation Easement, either party may terminate this agreement.
4. **Purchase Price.** The purchase price for the Conservation Easement is \$388,000.00 (the "Purchase Price"), being \$4,894 per acre based on 79.27 acres which shall be payable at closing. To the extent funding remains available in the Ann Arbor City Council-approved project budget after accounting for closing costs and due diligence determined appropriate by the City, the City shall adjust the Purchase Price to reflect the actual acreage of the Conservation Easement as determined by City survey. If the adjusted Purchase Price exceeds available funding, the adjusted Purchase Price shall be subject to the approval of the Ann Arbor City Council. Purchaser may seek and accept contributions toward the Purchase Price from one or more governmental or conservation entities ("Funding Entities"), which Seller acknowledges may entail additional requirements that Seller must meet in order to complete the sale of the Conservation Easement. Purchaser may terminate this agreement if Seller does not comply with all Funding Entities' requirements related to the Conservation Easement.
5. **Title; Survey. (a)** At the closing, Seller shall convey the Conservation Easement to Purchaser. As evidence of Seller's title, Purchaser shall, within 60 days after the effective date of this agreement, provide to Seller a commitment from a title company selected by Purchaser to issue an title insurance policy insuring Purchaser for the Conservation Easement in the amount of the Purchase Price ("Title Commitment"). The Title Commitment shall be on the latest form approved by the American Land Title Association ("ALTA") for the State of Michigan and shall not contain the standard printed exceptions. The Title Commitment must show good and marketable title to the Real Property to be in Seller's name. Seller shall not place or permit any third party to place any additional liens, easements, restrictions, claims, or encumbrances on or against the Real Property following the effective date of this agreement unless consented to by Purchaser in writing. Seller shall satisfy the requirements set forth in the Title Commitment at or before the closing.

(b) Purchaser may, at Purchaser's expense, obtain one or more surveys of the Real Property ("Survey"). The Survey shall show, at minimum, the location of all boundary lines, easements, and areas of the Real Property affected by recorded documents disclosed in the Title Commitment, and potential encroachments onto the Real Property. Purchaser shall promptly provide a copy of the Survey to Seller. The Survey shall be prepared by a registered land surveyor licensed in accordance with the laws of the State of Michigan and shall be certified to Purchaser, Seller, and the title company that will insure the purchase.

(c) Purchaser shall notify Seller if the Title Commitment or Survey shows, or Purchaser otherwise becomes aware of, any issue potentially affecting title to the Real Property that in Purchaser's judgment could interfere with the purpose or intended use of the Conservation Easement ("Defect"). Within 30 days after receiving a notice of a Defect from Purchaser, Seller shall either (1) at Seller's expense, remove or correct the Defect or (2) notify Purchaser in writing that Seller has elected not to cure the Defect. Purchaser may extend the time by which Seller must cure the Defect. If Seller fails to cure all Defects or satisfy all requirements set forth in the Title Commitment, Purchaser may (1) waive any Defect or requirement and proceed with the closing, (2) reschedule the closing and notify Seller of a date, selected by Purchaser, by which Seller must cure remaining Defects or satisfy remaining requirements, or (3) terminate this agreement.

6. **Due Diligence; Access Prior to Closing.** (a) Prior to closing, Purchaser, its consultants, contractors, surveyors, or other agents (collectively, "Agents") may, upon advance notice and at times agreed to by Seller, enter the Real Property to perform one or more appraisals, surveys, environmental reports, baseline reports, physical inspections, trash inspections, and other due diligence contemplated by this agreement ("Due Diligence"). Seller shall cooperate with Purchaser and its Agents to timely and accurately complete all Due Diligence. If the purchase of the Conservation Easement is funded by Funding Entities, the term "Agents" shall include representatives or agents of those Funding Entities.

(b) Purchaser shall use reasonable efforts to minimize disturbance of the Real Property. Other than normal wear and tear, if any portion of the Real Property is disturbed or damaged by Purchaser or its Agent's Due Diligence, Purchaser shall be responsible for restoring the disturbed or damaged portion to the same condition existing prior to the disturbance or damage to the extent reasonably practicable.

7. **Seller's Documents.** (a) Within five business days after the effective date of this agreement, Seller shall provide Purchaser with all of the following (collectively, "Seller Documents"):

- (1) Documentation showing all taxing and assessing authorities to which taxes or assessments are paid by reason of ownership of the Real Property and each authority's current assessed valuation of and tax rate for the Real Property.
- (2) Documentation showing all pending tax exemptions and abatements affecting the Real Property, and the terms, amounts, and bases thereof.
- (3) Documentation showing all assessments due for the Real Property, including all assessments that have become a lien on the Real Property or which Seller knows are in default.
- (4) All title policies pertaining to and surveys of the Real Property.

(5) All environmental reports pertaining to the Real Property.

(6) All notices that Seller has received from a governmental entity in connection with the use and operation of the Real Property including wetland and fill permits and zoning variances.

(b) Any Seller Document not in Seller's possession or control upon Seller's execution of this agreement, but which comes into Seller's possession or control prior to closing, shall be delivered to Purchaser as soon as possible prior to the closing. If Seller does not possess a Seller Document referenced but has knowledge of its existence, Seller shall disclose to the full extent of Seller's knowledge the information contained in the document or the whereabouts of the document and assist Purchaser in obtaining the document.

8. **Environmental Assessment.** (a) Purchaser may conduct one or more environmental assessments of the Real Property, including Phase I or Phase II Environmental Site Assessments ("ESA") or Baseline Environmental Assessments, and may collect samples of soil, groundwater, air, or other matter on the Real Property. If any environmental assessment or testing discloses any recognized environmental condition ("REC") or other environmental hazard that Purchaser or any Funding Entity deems will impair the purpose or use of the Conservation Easement, Purchaser may terminate this agreement.

(b) Purchaser shall pay the cost of all Phase I ESAs. If Purchaser desires or is required to perform additional environmental testing based on any finding or recommendation in a Phase I ESA in connection with a REC, Purchaser shall prepare a written synopsis of the scope of the additional environmental testing ("Environmental Testing Work Plan Report"), which Purchaser shall provide to Seller along with a copy of the Phase I ESA. After receipt and review of the Environmental Testing Work Plan Report and Phase I ESA, Seller shall either (1) acknowledge Seller's continued interest in the sale of the Conservation Easement subject to the results of the additional testing or (2) terminate this agreement. If Seller acknowledges their continued interest in the sale of the Conservation Easement, Seller shall be responsible for the cost of all additional environmental testing in connection with any REC, unless otherwise agreed to in writing by Purchaser. Purchaser may postpone the closing for a reasonable period of time for the purpose of conducting additional testing. Purchaser shall provide copies of all additional testing reports to Seller.

(c) If the parties elect to proceed to closing and any environmental assessment shows that environmental contamination exists at the Real Property at the time of purchase that is above residential cleanup criteria issued by the Michigan Department of Environmental Quality or its successor and that removal or some other type of remediation is required by law ("Contamination"), Seller shall sign any required Hazardous Waste Disposal Manifest or other regulatory documentation necessary under hazardous material laws to achieve proper disposal of the Contamination. Seller shall pay the costs of all legally required remediation, removal, or disposal of the Contamination.

(d) All completed environmental assessments shall be delivered to Purchaser and be the property of Purchaser. To the extent permitted by law, Purchaser shall restrict disclosure of the results to City employees and Agents until the closing or termination of this agreement. Seller acknowledges that Purchaser must comply with applicable record retention and disclosure laws.

9. **Seller's Statements.** Seller states that all of the following are true:

- (1) To Seller's knowledge, the Real Property is and has been owned, used, and operated in compliance with all applicable federal, state, and local laws and regulations related to air quality, water quality, waste disposal or management, hazardous substances, and the protection of health and the environment. Seller has received no written notice that any environmental contamination was ever present on the Real Property.
  - (2) To Seller's knowledge, there are no pending or threatened claims, litigation, proceedings, inquiries, investigations, or disputes relating to the Real Property that could affect Seller's ability to perform this agreement or cause liability to accrue to Purchaser as a buyer or owner of the Real Property or Conservation Easement.
  - (3) To Seller's knowledge, with respect to the Real Property there are no unrecorded water, mineral, oil, or gas rights; no unrecorded easements, restrictions, agreements, covenants, or encumbrances; and no currently existing claims of easement, boundary line disputes, gaps, encroachments, or overlaps.
  - (4) Seller's execution and performance of this agreement does not violate any contract, document, agreement, instrument, law, regulation, permit, ordinance, order, or other legal requirement to which Seller is a party or by which Seller or the Real Property is bound. Seller's execution and performance of this agreement does not require the consent of any third party.
  - (5) Seller has reviewed this agreement, had an opportunity to retain an attorney of their choice to review this agreement, and has entered into this agreement with a full understanding of its obligations.
  - (6) If Seller becomes aware that any of the statements Seller has made in this agreement are not or may not be true, Seller shall immediately provide Purchaser with a description of the true conditions, to the best of Seller's knowledge, and a copy of all supporting documentation.
  - (7) All Seller's statements set forth in this agreement shall be deemed to have been made again by Seller at the time of closing.
10. **Purchaser's Statements.** Purchaser states that it is a governmental unit of the State of Michigan with the power and authority to enter into this agreement and that all necessary corporate action has been taken to authorize the execution and delivery of this agreement.
11. **Contingencies. (a)** Purchaser's obligation to complete the purchase of the Conservation Easement is contingent upon all of the following:
- (1) Seller's compliance with all obligations in this agreement and the requirements of all Funding Entities.
  - (2) A Title Commitment approved by Purchaser and all Funding Entities.
  - (3) Approval of the Conservation Easement by the Ann Arbor City Council.
  - (4) Agreement to the terms of the Conservation Easement by all Funding Entities.

(5) Delivery to Purchaser by Lodi Township of \$1,000 and by the Washtenaw County Parks and Recreation Commission of \$60,000 toward the Purchase Price.

(6) Award and delivery to Purchaser of grant funds by USDA's Agricultural Conservation Easement Program (ACEP).

**(b)** Seller's obligation to complete the sale of the Conservation Easement is contingent upon Seller's approval of all of the following:

(1) The terms of the Conservation Easement.

(2) A Conservation Plan prepared by the Natural Resources Conservation Service compliant with USDA-ACEP requirements.

(3) The initial location of any building envelope, as defined by USDA-ACEP requirements.

**12. Pre-Closing Obligations of Seller.** Prior to closing, Seller shall do all of the following:

(1) Make all reasonable efforts to maintain the Real Property in good condition and repair, normal wear and tear excepted.

(2) Pay all taxes and special assessments that are due and payable on the Real Property.

(3) Comply with all Seller's legal obligations affecting the Real Property except to the extent Seller is contesting the obligations in good faith.

(4) Take all necessary actions to remove any trash, debris, or other waste material on the Real Property.

**13. Taxes and Assessments.** All taxes and assessments that are a lien upon the Real Property or which otherwise relate to the Real Property and are due and payable at closing shall be paid at closing. All taxes and assessments on the Real Property or which otherwise relate to the Real Property shall be the responsibility of Seller.

**14. Additional Terms. (a) 1031 Exchange.** Purchaser acknowledges that Seller may have the option to qualify this transaction as part of a tax-deferred exchange under Section 1031 of the Internal Revenue Code. Purchaser agrees to cooperate, as necessary, with Seller in order to complete such an exchange, which Seller shall ensure neither delays the closing nor causes expense or liability to Purchaser.

**(b) Public Right of Access.** Seller acknowledges as a condition of purchase of the Conservation Easement that the Washtenaw County Parks and Recreation Commission requires that the Real Property must be open to the general public at least once every twelve months to allow educational programming and that this condition may be reflected in the terms of the Conservation Easement.

**15. Closing. (a)** The closing shall take place as soon as reasonably possible following the satisfaction of the conditions in this agreement on a date selected by Purchaser and agreed to by Seller, but no later than March 31, 2019.

**(b)** At closing, Seller shall execute and deliver all of the following:

- (1) The Conservation Easement in recordable form.
- (2) A closing statement setting forth the purchase price, closing adjustments, and disbursements.
- (3) An affidavit in the form prescribed by the title company for the removal of its standard printed exceptions and inclusion of any applicable endorsements.
- (4) Evidence that all leases and other rights of occupancy that would be prohibited by the Conservation Easement have been terminated or notice of termination on a date agreed to by the parties has been served; or evidence of satisfactory agreements to subrogate rights not subject to termination as agreed to by Purchaser.
- (5) Any other document reasonably necessary or legally required to complete and evidence the purchase or to establish that the Real Property is free and clear of all liens and encumbrances other than exceptions permitted by Purchaser, or to comply with local, state, or federal requirements.

(c) Seller shall pay at closing all recording and filing costs in connection with curing its title to the Real Property. Seller shall be responsible for their own attorney fees in connection with performing Seller's obligations under this agreement.

(d) At closing, Purchaser shall execute or deliver, as appropriate, all of the following:

- (1) The Purchase Price, reduced at Purchaser's option by the amount of any unpaid transaction costs that are the Seller's responsibility, and other charges under this agreement.
- (2) A closing statement setting forth the Purchase Price, closing adjustments, and disbursements.
- (3) A resolution of the Ann Arbor City Council authorizing purchase of the Conservation Easement.
- (4) Any other document reasonably necessary or legally required to evidence the authority to purchase or to comply with local, state, or federal requirements.

(e) Purchaser shall pay all recording and filing costs necessary to record the Conservation Easement and any other closing costs not specifically incurred by Seller incident to sale of the Conservation Easement.

**16. Miscellaneous.** (a) This agreement shall bind and benefit Seller, Purchaser, and their respective successors and assigns.

(b) All notices under this agreement shall be in writing and addressed to:

Seller: Janet S. Rogers  
4860 Textile Road  
Saline, MI 48176



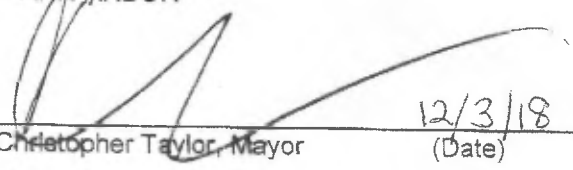
City: City of Ann Arbor  
301 E. Huron St.  
Ann Arbor, Michigan 48104  
Attn.: Christopher Frost  
Senior Assistant City Attorney

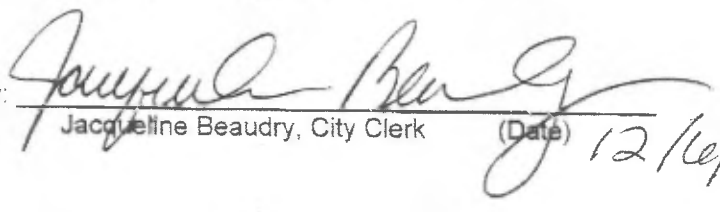
- (c) This agreement shall be governed by the laws of the State of Michigan;
- (d) Risk of loss or damage to the Real Property and all liability to third persons shall, except as otherwise expressly provided herein, be borne by Seller.
- (e) A party may waive all or part performance by the other party of any obligation under this agreement by a writing signed by the waiving party. Such a waiver shall not be construed as a waiver of any preceding or succeeding performance of any obligation.
- (f) Headings of this agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this agreement.
- (g) This agreement may not be amended, altered, or modified except in writing signed by the parties.
- (h) If any provision of this agreement is determined by a court of competent jurisdiction to be invalid, either party may terminate this agreement within seven days of the determination, otherwise the remainder of the agreement shall remain in force.
- (i) This agreement contains all of the obligations and statements by Seller and Purchaser to one another and expresses the entire understanding between the Seller and Purchaser with respect to the purchase of the Conservation Easement. All prior and contemporaneous communications concerning the purchase are merged in and replaced by this agreement.
- (j) Purchaser shall not assume any liabilities of Seller by execution of this agreement.
- (k) In the event of a breach by a party, the other party may terminate this agreement by notice to the breaching party.
- (l) The prevailing party shall have the right to collect from the other party its reasonable costs and attorney fees incurred in enforcing this agreement or in an action for damages arising out of breach of this agreement or any false statement, misrepresentation, or breach of warranty under this agreement.

*(Signatures on following page)*

**PURCHASER**

CITY OF ANN ARBOR

By:  12/3/18  
Christopher Taylor, Mayor (Date)

By:  12/6/18  
Jacqueline Beaudry, City Clerk (Date)

**SELLER**

Rogers Revocable Trust, dated March 29, 2007

By:  11-30-18  
Janet S. Rogers, Trustee (Date)

EXHIBIT A  
LEGAL DESCRIPTION

REAL PROPERTY

Beginning at the South 1/4 corner of Section 22, Town 3 South, Range 5 East, Lodi Township, Washtenaw County, Michigan; thence South 89 degrees 43' 58" West 334.76 feet along the South line of said Section 22 and the centerline of Textile Road; thence North 00 degrees 11' 41" West 2687.93 feet along the West line of the East 1/2 of the East 1/2 of the East 1/2 of the Southwest 1/4 of said Section 22; thence North 89 degrees 06' 19" East along the East-West 1/4 line of said Section 22, 331.87 feet to the center of said Section 22; thence continuing North 89 degrees 06' 19" East 1356.31 feet along said East-West 1/4 line; thence South 00 degrees 02' 00" West 1504.69 feet along the East line of the West 1/2 of the Southeast 1/4 of said Section 22; thence South 88 degrees 01' 10" West 750.46 feet; thence South 00 degrees 02' 00" West 1161.60 feet; thence South 88 degrees 01' 10" West 592.87 feet along the South line of said Section 22 and the centerline of Textile Road to the PLACE OF BEGINNING, being a part of the South 1/2 of said Section 22. BEING SUBJECT TO the rights of the public over the Southerly 33.0 feet thereof as occupied by Textile Road.

Commonly known as: Textile Road, Saline, MI 48176 (vacant land).

Tax Parcel ID: M-13-22-400-004