

VILLAGE OF GRASS LAKE
REQUEST FOR SEALED BID PROPOSALS
AND
INSTRUCTIONS TO BIDDERS
FOR THE SALE OF PROPERTY KNOWN AS
841 CHURCH STREET, GRASS LAKE

SEALED BID PROPOSAL DUE DATE/TIME/PLACE:

MONDAY, FEBRUARY 1, 2021, 12:00 NOON

AT THE VILLAGE OF GRASS LAKE OFFICES
119 NORTH LAKE STREET, GRASS LAKE, MICHIGAN 49240

* * *

OPENING OF BIDS

SCHEDULED TO OCCUR TUESDAY, **FEBRUARY 2, 2021** AT 7:00 PM
AT AN OPEN MEETING OF THE VILLAGE COUNCIL
IN THE VILLAGE COUNCIL MEETING ROOM
119 NORTH LAKE STREET, GRASS LAKE, MICHIGAN 49240

* * *

AUTHORIZATION AND DELIVERY OF QUIT CLAIM DEED

SCHEDULED TO OCCUR TUESDAY, **FEBRUARY 16, 2021** AT 7:00 PM
AT AN OPEN MEETING OF THE VILLAGE COUNCIL
IN THE VILLAGE COUNCIL MEETING ROOM
119 NORTH LAKE STREET, GRASS LAKE, MICHIGAN 49240

For questions or further information contact:

DAVID TRENT, VILLAGE MANAGER
(517) 522-4550 (office) / (517) 937-2286 (cell)

**REQUEST FOR SEALED BID PROPOSALS
AND
INSTRUCTIONS TO BIDDERS
FOR THE SALE OF PROPERTY KNOWN AS
841 CHURCH STREET, GRASS LAKE**

I. DESCRIPTION OF BIDS SOUGHT

A. Request

The Village of Grass Lake, Jackson County, Michigan (“Village”) will accept sealed bids, with the bidder proposing the unconditional purchase, as is, of the property commonly known as 841 Church Street, Grass Lake, Michigan, 008-10-33-378-019-00, described as follows:

Land in the Village of Grass Lake, County of Jackson, State of Michigan,
described as

BEG IN THE S LN OF CHURCH ST AT A PT DISTANT 462 FT W OF N&S ¼ LN OF SEC 33 TH W ALG S LN OF CHURCH ST 99 FT TH S PAR WITH N&S 1/4 LN 279.11 FT TH ELY 99 FT TO A PT DISTANT 277.73 FT S OF PL OF BEG TH N PAR WITH SD 1/4 LN 277.73 FT TO BEG. SEC 33 T2S R2E VILLAGE OF GRASS LAKE

together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining. (“Property”).

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Right to Farm Act.

B. Property Information

The Village intends to sell all of its right, title, and interest, if any, in the Property. The property was acquired by the Village receiving a quit claim deed from the County of Jackson following a foreclosure due to the non-payment of real property taxes on the Property. A copy of this quit claim deed, dated December 23, 2020, is attached as Appendix ‘A’ and made a part of this Request. The Village is informed, but does not represent, that the owner of the property had the opportunity to redeem the property in connection with the tax sale proceedings conducted by the County, but failed to do so and, the Village is informed, but does not represent, that the owner no longer has the right to redeem the property.

The Property is being sold by the Village on an “as is” basis, with no representations being made by the Village as to condition, marketability, or title, and such information must be secured by the bidder through the bidder’s due diligence.

II. REQUIRED CONDITIONS FOR SALE

A. Bid/Offer

Bidders must complete and submit the Bid and Offer to Purchase form attached to this Request as Appendix 'B'. **Only offers in an amount equal to or exceeding \$24,000 shall be accepted by the Village** for the purchase, with such amount representing \$22,030.31 associated with back taxes on the Property and reimbursement of some of the expenses incurred by the Village in order to realize the payment of such taxes. Such reimbursements include: demolition costs for the structure(s) on the Property, related maintenance expenses of the Property, expenses of publication for sale, and professional fees in connection with this sale. The Village reserves the rights in its sole and exclusive discretion, to reject any or all proposals that fail to meet this minimum price requirement, and to waive any and all irregularities on bid submissions.

All offers shall remain valid and effective until May 1, 2021 at 12:00 NOON, or until such earlier date on which the Village makes a final bid award and delivers a quit claim deed.

The successful purchaser shall be responsible for payment of all currently due property taxes.

B. Condition of Property and Title; Property Taxes

The successful bidder shall have the sole obligation and responsibility to undertake full due diligence, and assumes all risks, concerning the condition, marketability, and title of and to the Property.

C. Real Estate Commission

The Village agrees and acknowledges that it has not engaged the services of a real estate agent or broker for the sale of the Property. In the event that a bidder has engaged an agent or broker, the bidder shall be exclusively responsible for paying all fees, commissions, or expenses for such purpose, and such amounts shall not be deducted from the purchase price.

D. Evidence of Payment of the Purchase Price

As part of the submission of a bid, each bidder shall submit a bank draft of certified check, payable to the Village of Grass Lake, in the amount of the price being bid. The submission of such bank draft or certified check to the Village of Grass Lake with the bid shall be a necessary part of the offer, and shall be held by the Village Treasurer until a quit claim deed is delivered by the Village to the successful bidder. The bank draft or certified check of the successful bidder shall be deemed to be unconditionally negotiated and delivered to the Village by the successful bidder at the time the quit claim deed is delivered by the Village to such successful bidder when scheduled by the Village Council. The checks submitted by all unsuccessful bidders shall be voided by the Village Treasurer on the face of the checks immediately following the conveyance of the property to the successful bidder, and such voided checks shall be returned to the respective unsuccessful bidders at the address specified in the bid.

E. Submission of Proposal

To receive consideration of a bid, a bidder must submit the proposal to the Village of Grass Lake, 119 North Lake Street, P.O. Box 737, Grass Lake, Michigan 49240, no later than 12:00 NOON on Monday, February 1, 2021. A signed original and three copies of the signed original must be delivered to the Village at such time and place. No proposal submitted by electronic or facsimile will be permissible or accepted. The proposal shall be submitted in a sealed envelope marked “**PROPOSAL FOR 841 CHURCH STREET PROPERTY.**” A submission after 12:00 NOON on February 1, 2021 shall not be considered or accepted. The bids shall be held by the Village in a continuously sealed condition until they are opened at a public meeting, now scheduled as identified on the cover sheet of this Request.

F. Award

The Village will make an award of the purchase rights in the Property to the bidder that bids the highest dollar amount for the Property. By the submission of a bid, each bidder agrees to complete the purchase if awarded the bid as successful bidder. Each bidder understands and acknowledges that, upon the award and offer to deliver the quit claim deed to the successful bidder, the bank draft or certified check of the successful bidder will be negotiated and delivered by the Village Treasurer to the Village as consideration for the sale. If unforeseen circumstances arise, the Village reserves the right to reject any and all bids.

G. Delivery of Quit Claim Deed to Successful Bidder

Following the award of the bid by the Village Council, the Village will execute and deliver a quit claim deed in the form attached as Appendix ‘C’ to the party determined to be the successful bidder.

III. ACTION OF PROPOSALS

A. Tentative Selection on Opening of Bids Not a Guarantee of Award

At the time the bids are opened at a public meeting, the Village Council will direct that preparations be made to convey the property to the bidder appearing to submit the bid in the highest dollar amount. However, such direction shall be deemed to be tentative, and shall not create a legal obligation or award to convey the Property to such bidder. The successful bidder shall be formally determined at the subsequent public meeting held for the purpose of making the award.

B. No Liability for Costs or Expenses

The Village is not responsible for any costs, expenses or damages incurred by any party in connection with the request for proposal process. This includes, but is not limited to, costs associated with the preparation of proposals, undertaking due diligence, or any other actions taken in the process.

APPENDIX 'A'

QUIT CLAIM DEED FROM COUNTY TO VILLAGE

QUIT CLAIM DEED

Karen A. Coffman, acting in official capacity as the **JACKSON COUNTY TREASURER**, of 120 W Michigan Ave, Jackson, MI 49201

**QUIT CLAIMS to Village of Grass Lake
119 North Lake Street
Grass Lake, Michigan 49240**

The following lands situated in the Village of Grass Lake, County of Jackson, and State of Michigan, to wit:

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, for the sum of Zero dollars and no other consideration.

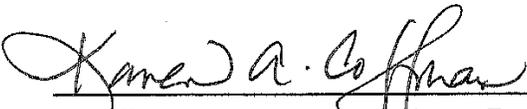
This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

008-10-33-378-019-00 841 CHURCH ST.

BEG IN THE S LN OF CHURCH ST AT A PT DISTANT 462 FT W OF N&S ¼ LN OF SEC 33 TH W ALG S LN OF CHURCH ST 99 FT TH S PAR WITH N&S 1/4 LN 279.11 FT TH ELY 99 FT TO A PT DISTANT 277.73 FT S OF PL OF BEG TH N PAR WITH SD 1/4 LN 277.73 FT TO BEG. SEC 33 T2S R2E VILLAGE OF GRASS LAKE

This instrument is exempt from Michigan Real Estate transfer taxes pursuant to MCL 207.505(h) and MCL 207.526(h)(l) for County and State tax respectively. This form is issued under the authority of MCL 211.78M.

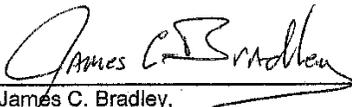
Dated December 23, 2020



Karen A. Coffman, Jackson County Treasurer

STATE OF MICHIGAN }
COUNTY OF JACKSON }

The foregoing instrument was acknowledged before me this December 23, 2020 by Karen A. Coffman, acting in official capacity as the **JACKSON COUNTY TREASURER**, known to me to be the person who executed the same of their own free will.



**James C. Bradley,
Notary Public,
Jackson County, State of Michigan
My commission expires 08-03-2025**

Drafted by:
Karen A. Coffman
Jackson County Treasurer

APPENDIX 'B'

**BID AND OFFER TO PURCHASE PROPERTY KNOWN AS
841 CHURCH STREET, GRASS LAKE, MICHIGAN, 008-10-33-378-019-00**

TO: VILLAGE OF GRASS LAKE, JACKSON COUNTY, MICHIGAN:

On this ____ day of January, 2021, (print name of Bidder)

_____ referred to in this bid/offer as the
“Bidder,” bids and offers, and if selected as the successful bidder by the Village Council, agrees to purchase from the Village of Grass Lake, Jackson County, Michigan (the “Village”) at the unconditional bid price of \$ _____ ,
the following described property:

Property commonly known as 841 Church Street, Grass Lake, Michigan,
008-10-33-378-019-00, described as follows:

Land in the Village of Grass Lake, County of Jackson, State of Michigan,
described as

BEG IN THE S LN OF CHURCH ST AT A PT DISTANT 462 FT W OF N&S ¼ LN OF SEC 33 TH W ALG S LN OF CHURCH ST 99 FT TH S PAR WITH N&S 1/4 LN 279.11 FT TH ELY 99 FT TO A PT DISTANT 277.73 FT S OF PL OF BEG TH N PAR WITH SD 1/4 LN 277.73 FT TO BEG. SEC 33 T2S R2E VILLAGE OF GRASS LAKE

together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining. (“Property”).

The award to the successful bidder is subject to approval by the Village Council of the Village in accordance with the terms and provisions of the Request for Sealed Bid Proposals and Instructions to Bidders for the Sale of Property known as 841 Church Street, Grass Lake, Michigan (“RFP”), and it is acknowledged by Bidder that the Village reserves the right to reject any and all bids. It is also acknowledged by Bidder that this bid/offer must be timely delivered in a sealed envelope marked as specified in the RFP to the Village offices located at 119 NORTH LAKE STREET, GRASS LAKE, MICHIGAN by 12:00 NOON ON FEBRUARY 1, 2021, and that timely delivery of the bid/offer shall be the sole responsibility of the Bidder. Late bids/offers, as determined by the date & time received by the Village, will not be accepted.

As a necessary part of the submission of this bid/offer, the Bidder submits a bank draft or certified check, payable to the Village of Grass Lake, in the amount of the price being bid, stated above. The submitted bank draft or certified check to the Village shall be held by the Village Treasurer until a quit claim deed is delivered by the Village to the successful bidder. If Bidder is determined to be the successful bidder for the Property by the Village Council, the accompanying bank draft or certified check shall be deemed to be unconditionally negotiated and

delivered to the Village at the same time the quit claim deed is delivered by the Village to the Bidder. If Bidder is not determined to be the successful bidder for the Property, the accompanying bank draft of certified check shall be voided by the Village Treasurer on the face of the draft or check immediately following the delivery of the quit claim deed to property to the successful bidder, and such voided draft or check shall be returned to this Bidder at the following address:

The Village reserves the right to waive any irregularities in determining the successful bidder.

BIDDER

Authorized signature of Bidder: _____

Print Bidders name: _____

Address of Bidder: _____

Phone Number of Bidder: () _____

**WITNESSES TO BIDDER'S
SIGNATURE:**

STATE OF MICHIGAN)
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this ____ day of January, 2021 by

_____.

Notary Public
Jackson County, Michigan
My Commission Expires: _____

APPENDIX 'C'

**FORM OF QUIT CLAIM DEED TO BE DELIVERED
TO SUCCESSFUL BIDDER**

[See next page]

QUIT CLAIM DEED

The Village of Grass Lake, a Michigan municipal corporation, 119 North Lake Street, Grass Lake, Michigan 49420, as grantor, quit claims the following described property to:

_____, whose address is _____, as grantee, the following described property, commonly known as 841 Church Street, Grass Lake, Michigan, 008-10-33-378-019-00, described as follows:

Land in the Village of Grass Lake, County of Jackson, State of Michigan, described as

BEG IN THE S LN OF CHURCH ST AT A PT DISTANT 462 FT W OF N&S ¼ LN OF SEC 33 TH W ALG S LN OF CHURCH ST 99 FT TH S PAR WITH N&S 1/4 LN 279.11 FT TH ELY 99 FT TO A PT DISTANT 277.73 FT S OF PL OF BEG TH N PAR WITH SD 1/4 LN 277.73 FT TO BEG. SEC 33 T2S R2E VILLAGE OF GRASS LAKE

together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining. ("Property"),

for full consideration of: \$ _____.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Right to Farm Act.

Dated: _____

Exempt from Michigan Real Estate Transfer Tax under MCL 207.526(i)

VILLAGE OF GRASS LAKE

BY: _____

Its: _____

STATE OF MICHIGAN)
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this ____ day of January, 2021 by _____.

Notary Public
Jackson County, Michigan
My Commission Expires: _____