

**Application to Purchase and Agreement of Sale
P.A. 123 of 1999 to Authorize Sale of Realty
Newaygo County Treasurer (FGU) Public Auction**

Newaygo County is pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the nation. It encourages and supports an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, or national origin. Persons denied fair housing opportunity because of race, color, religion, or national origin may file a complaint with the Michigan Civil Rights Commission.

The undersigned (Purchaser) offers and agrees to purchase the land and premises now owned by the Newaygo County Treasurer (FGU) and identified by the parcel number listed subject to all encumbrances, building and use restrictions, ordinances, and easements of record together with all improvements and appurtenances, if any, now in or on the premises and to pay the sum specified above upon the following conditions:

1. The proposed sale of the land herein identified will be subject to final approval by the Newaygo County Treasurer. ***Failure of the successful bidder to complete payment the day of the public sale will result in retention of the property and deposit by the Newaygo County Treasurer as liquidated damages.**
2. Payment of balance due to the Newaygo County Treasurer will be made in cash or certified check, made payable to: BippusUSA.com
3. **Failure to pay any balance due under this application to purchase the day of the public sale will terminate the agreement.**
4. A Quit Claim deed conveying all interest of the Newaygo County Treasurer will be executed and delivered to the Register of Deeds for the recording upon receipt of payment in full of any balance due and payable under this offer at the BippusUSA.com Office, 11811 Anchor Lane, Three Rivers MI 49093.
5. **Please print the Name(s) and Address you wish to have shown on your deed. This will be the address used to mail future tax bills and the recorded deed. (Include a phone number, in case we have questions.)**

Name(s): _____

Husband and Wife Tenants in Common Joint Tenants with full rights of Survivorship

Entity: _____ - LLC / _____ - Corporation Phone Number: _____

Address: _____

6. The purchaser understands that they may not be able to obtain title insurance on this property.
7. The Newaygo County Treasurer reserves the right to reject any bids and to waive defects in the bidding at any time prior to delivery of a conveyance of title to the lands here identified.
8. The right of the owner of any existing public utility facility to go on to the lands identified for the purpose of maintenance of said facility, be it on, over, or under the ground is accepted by the Purchaser.
9. The Purchaser agrees that, except as expressly contained in this agreement or in any notice of the presence of hazardous substance attached, no representations by or on behalf of the Newaygo County Treasurer have been made to the Purchaser as to the condition of the land here identified, any restrictions related to the development of this land, the applicability of any governmental requirements, or the suitability of this land for any purpose. The Purchaser acknowledges that it is not relying on any representation, or the lack of the same, with respect to the environmental condition of the land and Purchaser agrees that the land is being purchased "as is."
10. The Purchaser agrees that by purchasing this land by the method set out in PA 123 of 1999 that it unconditionally releases the Newaygo County Treasurer from and against any liability to the Purchaser, both known and unknown, present and future, for "environmental damage," degradation and response and clean up cost to the land arising out of any violation of federal or state environmental laws or the presence of "hazardous substances" on, under or about this land, whether or not caused by the Newaygo County Treasurer.
11. The Purchaser agrees to indemnify and save harmless the County of Newaygo, Newaygo County Treasurer, and all its officers, agents, and employees from any and all claims for injuries to, or death of any person, for loss of damage to property arising out of the purchases of the property and from any claims for environmental damage, degradation and response and cleanup costs to the property.
12. The Purchaser will not assign, sell or transfer for collateral or for any other purpose, any of its rights or obligations without the prior written approval of the Newaygo County Treasurer, until title to this land is transferred to the Purchaser.
13. The bid deposit will be held by BippusUSA.com and under no circumstances will BippusUSA.com be liable for the interest on the deposit.
14. The time periods set forth here may be extended at the sole discretion of the Newaygo County Treasurer.
15. Except in strict compliance with all state and federal environmental laws, the Purchaser will not cause, permit, or suffer any "Hazardous Substance" to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used on, about or beneath the land identified here or any portion of it until title to this land is transferred to the Purchaser.
16. The Purchaser is accepting all terms and conditions as presented on day of sale.

The Purchaser hereby acknowledges receipt of a copy of this agreement of sale and receipt for deposit. In the presence of:

_____/_____
Bidder Signature / Date

_____/_____
Witness (Signature) / Date