

ROAD COMMISSION FOR OAKLAND COUNTY RIGHT OF WAY DIVISION - EXCESS PROPERTY

TERMS AND CONDITIONS

1. Each property will be sold for the market price listed on the Property Information sheet.
2. **Those interested in submitting a bid are required to complete an "Application to Purchase and Agreement of Sale", which must be submitted with the bid price. The successful bidder will be based on the order bids are received.**
3. Bid payments may be in the form of CERTIFIED/CASHIER'S CHECK or MONEY ORDER, payable to the "Road Commission for Oakland County". Bids will be held by the Road Commission for Oakland County (RCOC) and under no circumstances will RCOC be liable for interest on the bid deposit.
4. RCOC reserves the right to reject any and all bids and to waive defects in the bidding. Instruments of conveyance will be drafted with the names of the parties exactly as printed on the Application to Purchase. If married, list the name of both parties. **Corporations must state where incorporated and provide Articles of Incorporation prior to closing.**
5. Properties are offered subject to any encumbrances, governing restrictions, and easements of record. RCOC makes no warranties or representations as to the condition of the property. **No title policy shall be furnished.**
6. Prospective purchasers should do their own research as to the use of the subject property for their intended purpose and make a personal inspection of the property to determine if it will be suitable for the purposes for which it is being purchased.
7. The purchaser accepts the premises in its present condition, i.e., "as is", and releases RCOC and its officers, employees and agents from all liability arising from any condition of the premises, whether now known or subsequently discovered, including but not limited to all claims based on environmental contamination of the premises.
8. Any building improvements located on RCOC land are offered for sale "as is". RCOC makes no warranties or representations as to the condition of these improvements. Some of the building improvements included in this sale may be tenant occupied. The tenants are entitled to tenant rights as cited in Michigan Law.
9. Some properties may be offered as landlocked with no ingress or egress except by abutting owners. Purchasers, other than the abutting owner, must make their own arrangements for access to the property. These items will be identified on the Bid Sheet.

10. All water run-off and drainage from the abutting highway right of way will be allowed a free and uninterrupted flow over the subject property. The purchaser shall not change the physical condition of the subject land to impede the free flow of water run-off and drainage from the abutting highway right of way.
11. The properties are subject to the provisions of Act 106, Highway Advertising Act of 1972 as amended, as it pertains to outdoor advertising.
12. RCOC reserves such interests as may be necessary to permit invasion of airspace above subject property, including structures, by noise, vibrations, fumes or dust arising from construction, maintenance, repair, removal or use of adjacent highway or street. The purchaser agrees not to assert any claims arising out of the interests herein reserved.
13. The limited access provisions, if any, are stated in the property description. Direct ingress and egress may be limited between the highway and the subject as described in the description.
14. RCOC reserves the right to maintain public utility facilities existing on, under or over the subject property, together with the right to go on the subject property for the purpose of maintaining such utility facilities.
15. All properties offered may be subject to wetland protection, in accordance with provisions of Public Acts 346 and 347 of 1972, to the Goemaere Anderson Wetland Protection Act, 1979, P.A. 203. Please contact the Michigan Department of Natural Resources for specific enforcement.
16. A person who acquires property that may be contaminated as a result of a release of a hazardous substance may become liable for all costs of cleaning up the property and any other properties impacted by the release. Liability may be imposed upon the person acquiring the property even in the absence of any personal responsibility for, or knowledge of, the release. Accordingly, RCOC recommends that a person who is interested in acquiring excess property contact an attorney or an environmental consultant for advice prior to the acquisition of the property.

RCOC RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS