



BAY CITY HOUSING COMMISSION

SURPLUS REAL PROPERTY SALES PROGRAM

JUNE 3, 2025



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The Bay City Housing Commission (BCHC) is offering to sell its surplus property consisting of vacant lots located throughout Bay City. Interested purchasers may submit offers to purchase (Purchase Agreement Offer) for one or more of the properties listed herein. All offers are subject to the Terms and Conditions specified herein.

Bay City Housing Commission Surplus Property Disposition List			Base Sales	Transaction	Minimum
Property Address	Street Address	Parcel #	Price	Cost	Purchase Price
308 37 th Street	Bay City, MI, 48708-8227	160-005-234-002-00	\$ 600	\$ 150	\$ 750
1506 2nd St	Bay City, MI, 48708-6126	160-022-306-003-00	\$ 300	\$ 150	\$ 450
2115 2nd St	Bay City, MI, 48708	160-022-404-015-00	\$ 200	\$ 150	\$ 350
1000 3rd St	Bay City, MI, 48708-6013	160-021-431-001-00	\$ 400	\$ 150	\$ 550
1200 Webster	Bay City, MI, 48708-8356	160-032-482-007-00	\$ 200	\$ 150	\$ 350
1204 Webster	Bay City, MI, 48708-8356	160-032-482-008-00	\$ 200	\$ 150	\$ 350
308 Polk	Bay City, MI, 48708-8246	160-032-426-005-00	\$ 300	\$ 150	\$ 450
803 State	Bay City, MI, 48706	160-017-435-013-00	\$ 100	\$ 150	\$ 250
506 N. Dean	Bay City, MI, 48706-4621	160-020-211-003-00	\$ 200	\$ 150	\$ 350

SUMMARY OF THE TERMS OF SALE

See the Purchase Agreement Form that is attached for more detail.

1. **Minimum Purchase Price:** The BCHC is offering the following parcels at the Minimum Purchase Price shown in the Surplus Property Disposition List. The Minimum Purchase Price includes the purchase price plus the transaction costs to close the sale and record the deed. Any due diligence investigations, title work or reports are the responsibility of the purchaser.
2. **Purchase Offer Form:** The form of the Purchase Agreement is attached. No modification to the form or the terms and conditions contained in the purchase agreement will be accepted.
3. **Properties are being sold "As-Is":** All Surplus Real Property shall be sold "AS IS", with conveyance by a quit claim deed. There will be no warranty or representations by Seller as to the condition or feasibility for Purchaser's intended use. Purchasers are responsible for conducting their own due diligence investigations to determine suitability of title and suitability for their purposes.
4. **Purchase Offer Selection/Qualified Purchasers:** Generally, offers will be evaluated and based on the following priority factors:
 - a. Purchasers that intend to develop the property within 6 months from the date of closing. A Development Plan is required to be submitted with the Purchase Offer showing the proposed use of the property. The closing of the sale will be set at thirty-days following the Purchaser's obtaining a building permit for the proposed development. If no permit is timely obtained the Purchase Agreement will be null and void.

- b. An owner-occupant of an adjacent property on the same street as the property being purchased.
- c. Two owner-occupant purchasers owning property on either side (of the frontage street) of the subject property. In the event of two qualified bidders submitting identical offers, the property will be split in half (if allowed by the City) with half being offered to each bidder. Each Purchaser shall pay a transaction fee and half the Base Sales Price.
- d. All property owners must be current with payment of any property taxes with the City of Bay City.

5. Ineligible Purchasers:

- a. Adjoining property owners whose property shares a rear property line.
- b. Adjoining property owners that are not owner-occupants.
- c. Non-owner-occupant (investors).

HOW TO SUBMIT AN OFFER

1. **Required Documents for Submission:** Submit the following information to the address below:
 - a. Complete the Surplus Property Purchase Application.
 - b. Completed Property Purchase Agreement (Offer).
 - c. Provide proof of paid summer and winter property taxes for any and all property in Bay City, MI owned by the applicant and co-applicant.
 - d. Provide a Development Plan or statement describing the intended use/purpose for the property.
 - e. Copy of Photo ID for Applicant and Co-Applicant (if listed).
 - f. Mail or Deliver to: Bay City Housing Commission
315 14th Street
Bay City, MI 48708
2. **Purchaser Offer Submission Date: August 8, 2025.** Offers must be submitted to the BCHC no later than noon. The date and time of submission will be marked on each application and may be used to break ties between competing applications.
3. **Purchase Offer Selection Date: August 27, 2025.** The BCHC will review all complete offers to purchase and immediately respond to the purchasers that submitted approved offers. Upon completion of the transaction a notice will be sent to the other individuals submitting

offers that the transaction was completed. BCHC will not disclose the names of all offerors.

CLOSING THE PURCHASE

1. If an application is approved, the BCHC will send the applicant a notice of acceptance and set a date for the closing (payment of the purchase price and execution of the quit claim deed).
2. The closing will take place at the office of BCHC's attorney (see below) or title company, in BCHC's discretion whereby a Quit Claim Deed to the applicant will be executed and sent to the appropriate county Register of Deeds for recording. The County Clerk will mail the applicant the recorded Quit Claim Deed upon receipt from the county.

J. Joseph Purtell
Birchler, Fitzhugh, Purtell & Brissette, PLC
703 Washington Avenue, Suite 200
Bay City, Michigan 48708
Telephone (989) 892-0591

3. Closing/Transaction Costs are specified in the Purchase Offer.

SPECIAL NOTES AND DISCLAIMERS

1. Prospective Purchasers may enter onto the property during normal business hours for the purpose of inspecting the property until the Purchaser Offer Submission Date. After that date, any express or implied authorization is rescinded. At all times, any person that damages the property, harasses or disturbs neighbors or otherwise violates any law may be subject to prosecution.
2. If a co-applicant's name is to appear in the Purchase Offer as they need to appear on the Quit Claim Deed, both parties must also sign the Purchase Offer.
3. The BCHC absolutely reserves to itself the right and prerogative: to reject any and all proposals, responses, offers and/or bids to purchase any Surplus Property; to reject any proposals, responses, offers and/or bids not accompanied by the documents or data required or subsequently requested, or the advertisement and/or any request for proposals, offers or bids; or to reject any offer which is in any way incomplete, irregular, not responsive or not responsible; or to withdraw any parcel of it Surplus Property prior to the acceptance of or entry into any purchase agreement. BCHC may enter into a purchase agreement with a purchaser which BCHC, in its sole and absolute discretion and judgment, determines will be in the best interests of the BCHC. The BCHC reserves the right to waive informalities or irregularities in any of the processes, procedures, terms or conditions. The BCHC shall not enter into any purchase agreement until the BCHC has concluded all investigations it deems necessary to establish the responsibility, qualifications and financial ability of the proposed purchaser to purchase the Surplus Real Property and/or to complete any project or development plan identified by a prospective purchaser.
4. BCHC will not consider incomplete offers. Please submit fully completed documents.

If there are questions, contact us at (989) 892-9581.

SURPLUS PROPERTY PURCHASE APPLICATION

Purchaser's Information

Purchaser's Name:

Street Address:

City/State/Zip Code

Phone Number:

Email Address:

Co-Purchaser (if applicable):

Co-Purchaser's Name:

Street Address:

City/State/Zip Code

Phone Number:

Email Address:

Property Description

Property Address:

Parcel Number:

I certify that I have read, understand and agree to be bound by all terms and conditions described in the BCHC Surplus Property Sales Program, and the Purchase Offer. I further certify that all of the statements set forth in this application and the Purchase Offer are complete and true.

Purchaser Name (Print)

Applicant Signature

Date:

Co-Purchaser Name (Print)

Co-Applicant Signature:

Date

PURCHASE AGREEMENT OFFER

THIS AGREEMENT is made by and between the Purchaser and Seller shown below as of the Effective Date.

PURCHASER

Purchaser(s) Name and Address

SELLER

Bay City Housing Commission

315 14th Street

Bay City, MI 48708

Seller's Name and Address

PURCHASER

Purchaser(s) Name and Address

WITNESSETH:

1. Property. Seller agrees to sell by quitclaim deed, and Purchaser agrees to purchase the real property outlined in red on the attached Exhibit A together with improvements thereon, subject to existing covenants, restrictions, easements of record and zoning ordinances, if any, but commonly described as:

Parcel #: _____

Address: _____

Description: _____

2. Purchase Price. Purchase Price of the Property is: _____
and 00/100 Dollars (\$_____).

3. Earnest Money. No Earnest Money Deposit is required.

4. Terms of Sale. Purchaser agrees to pay the balance of the sales price by cashier's check at closing.

5. Special Assessments. Seller shall pay all due and past due installments of special assessments. Future unpaid installments of existing special assessments shall be paid by Purchaser. The cost of duly authorized improvements, subject to future special assessments,

shall be paid by the Purchaser. Current installments of special assessments, if any, shall be prorated.

6. Taxes. Taxes shall be considered paid in advance and shall be prorated from July 1st for the "summer" bill and from January 1st for the "winter" bill. Seller is not responsible for those taxes which, pursuant to Michigan Public Act 30 of 1994, become a lien on December 31 of the year prior to the date of this Agreement, and which become payable on a date after the date of closing.
7. Inspections, Surveys and Condition of the Property: Purchaser acknowledges that Purchaser or Purchaser's agents have personally inspected or have been given a reasonable opportunity to inspect the premises described herein, and accept the premises in its present condition "AS IS AND WITH ALL FAULTS" without representation or warranty of any kind, either express or implied, as to merchantability, fitness, condition or state of repair. By acceptance of this deed grantee waives all rights to damages due to any claimed defects in or waste to the premises.

Seller shall not be obligated to provide Purchaser with a survey of the property. therefore, if Purchaser desires a survey, Purchaser at Purchaser's expense shall be responsible for obtaining same in a timely fashion and prior to closing. Purchaser is not obligated to purchase a survey if Purchaser does not want a survey. The premises are sold subject to any defects which would be ascertainable through inspection of the property or which would be ascertainable by a certified survey performed in accordance with ALTA/ACSM land title survey standards.

8. Warranties and Representations:

- a. Seller will provide a Quit Claim Deed at the time of Closing.

THE SELLER DISCLAIMS ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PROPERTY OR ANY PERSONAL PROPERTY, AND SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE PROPERTY OR ANY PERSONAL PROPERTY.

- b. Purchaser agrees that it is purchasing the property in an "As-Is" condition with no warranties or representations as to environmental condition.

- c. Purchaser further acknowledges that no representations or warranties have been made to Purchaser by the Seller or by anyone acting on behalf of the Seller concerning the condition of title or the real property or any personal property located thereon.

- d. Purchaser represents that he/she is (Purchaser must initial one of the following descriptions):

_____ owner-occupant of a property adjoining the Property; or

_____ a developer intending to construct housing on the Property.

9. Conveyance of Title. Conveyance is by quitclaim deed, only. There is no warranty of title by Seller. Buyer shall rely on its own investigation of title, same to be obtained by Purchaser at its expense. The sale shall be consummated by the Seller executing and delivering to Purchaser of a Quitclaim Deed upon full payment of the purchase price in a form materially the same as Exhibit "B".

The deed will provide that Seller grants to the Purchaser the right to make zero (0) additional divisions under section 108 of the Land Division Act, Act No. 288 of Public Acts of 1967, as amended. This provision is without warranty as to right to make divisions.

10. Closing and Possession.

a. For an owner-occupant: The purchase shall be closed within 30 days after full execution of the Purchase Agreement and upon five days written notice from Purchaser to Seller. Possession of said property shall be given to Purchaser at closing.

b. For a Developer: The closing of the sale will be set at thirty-days following the Purchaser's obtaining a building permit for the proposed development. If no permit is obtained the Purchase Agreement will be null and void

11. Closing Costs and Documents.

a. Seller's Costs. Except as otherwise specified, Seller agrees to pay for each of the following, if applicable:

- i. NO TITLE INSURANCE
- ii. Preparation of quitclaim deed.
- iii. Transfer taxes on conveyance.
- iv. Applicable portion of prorated taxes and special assessments (if any).

b. Purchaser's Costs.

- i. Purchaser agrees to pay for each of the following, if applicable:
- ii. Buyer's attorney's fees for title opinion and other services on behalf of Purchaser.
- iii. Mortgage closing costs as required by lender, including appraisal and closing

- fees (except VA insured mortgages).
- iv. Mortgagee title insurance policy.
- v. Credit report.
- vi. Recording fees for deed.
- vii. Fire and extended coverage insurance after closing.
- viii. Applicable portion of prorated taxes.
- ix. Survey, if ordered by Purchaser or Purchaser's agent.
- x. IF PURCHASER WANTS TITLE INSURANCE, PURCHASER SHALL OBTAIN IT PRIOR TO CLOSING, AT PURCHASER'S EXPENSE. SALE IS BY QUITCLAIM DEED ONLY.

c. Closing Documents. The sale shall be consummated by the Seller executing and delivering to Purchaser of a Quitclaim Deed upon full payment of the purchase price.

12. Risk of Loss. Until closing, risk of loss by fire, windstorm or otherwise is assumed by the Seller.

13. Default. In the event Purchaser defaults in the performance of this agreement, the Seller agrees to accept the earnest money deposit (if any) as liquidated damages it being otherwise difficult or impossible to estimate Seller's actual damages. Seller hereby waives any right to specific performance, injunctive relief or other relief to cause Purchaser to perform its obligations under this Agreement, and Seller hereby waives any right to damages in excess of said liquidated damages occasioned by Purchaser's breach of this Agreement. Should Seller default in the performance of this agreement, Purchaser may elect, (a) to specifically enforce the obligations herein, or (b) receive an immediate refund of all deposits (if any) in termination of this agreement, or (c) take such action against Seller as may be permitted by law.

14. Additional Clauses.

- a. Purchaser acknowledges that Birchler, Fitzhugh, Purtell & Brissette, PLC, by J. Joseph Purtell, has acted and will act only as Seller's attorney, in this matter. Purchaser has retained or consulted with separate legal counsel, and/or has been advised to do so.
- b. Sale pursuant to this Agreement shall include the following fixtures and items of personal property now situated on the premises: none.
- c. Closing Costs.
- d. No Broker. Purchaser and Seller each warrant to the other that they have dealt with no broker in connection with the consummation of this Agreement or the transaction represented thereby, and each agrees to indemnify and hold the other harmless of any claims of any broker claiming a brokerage commission or fee in connection with this transaction as a result of dealings with the indemnifying party.

- e. Entire Agreement. This Purchase Agreement contains the entire agreement of the parties with respect to the sale and purchase of the Property. This Agreement shall be governed by Michigan law.
- f. Binding Agreement. The covenants herein shall bind the heirs, devisees, legatees, assigns, successors and fiduciaries of the respective parties.
- g. Time is of the Essence, Acceptance. Time is expressly declared to be of the essence of this Agreement. Seller shall have thirty days from the date the Agreement is submitted to the Seller to accept and agree to the terms and conditions hereof and return a fully executed counterpart hereof to Purchaser.

The "Effective Date" of this Agreement shall be the date when this Agreement is fully executed by all parties, as evidenced by the last signature date(s) on this Agreement.

PURCHASER:

SELLER:

Name of Purchaser (Please print)

Bay City Housing Commission

Signature of Purchaser

William G. Phillips, its CEO

Date

Date

PURCHASER

Name of Purchaser (Please print)

Signature of Purchaser

Date