

January 13, 2009

The Regular meeting of the Otsego County Board of Commissioners was held in the Multi-Purpose Room of the J. Richard Yuill Alpine Center. The meeting was called to order at 9:30 a.m. by Chairman Glasser. Invocation by Commissioner Beachnau, followed by the Pledge of Allegiance led by Commissioner Harkness.

Roll call:

Present: Backenstose, Bates, Beachnau, Brown, Glasser, Harkness, Hyde, Johnson, Liss.

Motion by Commissioner Bates, to approve the Regular meeting minutes of December 16, 2008, with attachments and the minutes from the January 5, 2009 Special Board Meeting as presented. Ayes: Unanimous. Motion carried.

Administrator's Report:

John Burt reported on the ice tree working; MMRMA; Recycling; Commissioner's radio sign up; Request a closed session.

Motion by Commissioner Bates, to enter into closed session at the appropriate time under provisions of Act 267 of 1976 Section 8 (c), for strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement.

Roll Call Vote:

Ayes: Backenstose, Bates, Beachnau, Brown, Glasser, Harkness, Hyde, Johnson, Liss.

Nays: None.

Motion carried.

Department Head Report:

Marlene Hopp presented the Board with the Remonumentation update. Introduced the new County Surveyor, Ronald Brand.

Matt Barresi, the new Airport Manager, introduced himself.

New Business:

Motion by Commissioner Johnson, to approve the December 23, 2008 Warrant in the amount of \$373,069.04 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Beachnau, to approve the December 30, 2008 Warrant in the amount of \$112,122.26 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Harkness, to approve the January 6, 2009 Warrant in the amount of \$73,432.83 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Brown, to approve the January 13, 2009 Warrant in the amount of \$327,237.89 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Hyde, to approve the purchase agreement with AP Investment Group LLC for the purchase of 222 S. Court Avenue. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Backenstose, to approve the 2009 Otsego County Committee Appointments as printed. Motion by Commissioner Bates, to amend motion to strike Human Services Committee. Vote on amendment-Unanimous. Motion by Commissioner Beachnau, to amend the District Health Committee to have Commissioner Harkness as the primary and Commissioner Brown as the alternate. Vote on amendment-Unanimous, Vote on amended motion-Unanimous. Motion carried. (see attached)

Entered into closed session at 10:15 a.m.

Returned to open session at 10:20 a.m.

Motion by Commissioner Liss, to ratify the tentative agreement with the Teamsters State, County and Municipal Workers Local 214 representing Otsego County Clerical Workers. Ayes: Unanimous. Motion carried.

Motion by Commissioner Johnson, to approve the County Administrator's Contract as presented. Ayes: Unanimous. Motion carried unanimously.

Board Remarks:

Commissioner Beachnau: City Council meeting.
Trail Head meeting.

Commissioner Bates: City Council meeting.

Commissioner Johnson: ORV Ordinance article.

Commissioner Backenstose: Commented on the Herald Times.
Attended an educational breakfast for Commission on Aging.
Planning and Zoning Commission.

Commissioner Harkness: Charlton Township meeting.

Chairman Glasser: NEMCSA.
Bagley Township meeting.
Conflicts of interest form.

Motion by Commissioner Bates, to purchase the 4th addition of the Guide to County Government by Kenneth VerBurg for each Commissioner. Ayes: Unanimous. Motion carried.

Meeting adjourned at 11:00 a.m. at the call of the Chair.

Kenneth R. Glasser, Chairman

Susan I. DeFeyter, County Clerk

PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement") is entered into on _____ (the "Effective Date"), by and between A P Investment Group LLC, a Michigan limited liability corporation, whose address is 416 W. Main Street, Gaylord, Michigan 49735 (the "Seller"), and County of Otsego, a Michigan municipal corporation, whose address is 225 West Main, Gaylord, Michigan 49735 (the "Purchaser"), upon the terms and conditions set forth below.

Article I Background and Certain Definitions

Seller is the owner of a parcel of vacant real property located at 222 S. Court Avenue, Gaylord, Michigan 49735, and described more specifically as: *S 60 FT OF LOT 9 BLK 10 ORIGINAL CITY* (the "Premises"). Subject to and in accordance with the provisions of this Agreement, Seller has agreed to sell and Purchaser has agreed to purchase all of Seller's interest in the Property (as defined in this Agreement) (the "Purchase").

1.1 Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

- a. "Closing Date" shall mean any day within thirty (30) days after the expiration of the Inspection Period and the completion of the conditions to closing as stated in Section 5.6, which may be designated by Purchaser as the Closing Date for the sale of the Property by at least ten (10) business days' prior written notice to Seller (or, failing such notice, the first business day after the 29th day after the expiration of the Inspection Period).
- b. "Property" shall mean:
 - (i) the Premises, together with all the rights and appurtenances pertaining to the Premises, and including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way (collectively, the "Land");
 - (ii) all of the right, title, and interest of Seller in all agreements, whether written or oral, pursuant to which any portion of the Land is occupied by anyone other than Seller, together with all guaranties and security deposits thereunder (collectively, the "Leases"); and
 - (iii) all of the right, title, and interest of Seller in and to (1) all contracts and agreements relating to the upkeep, repair, maintenance, or operation of the Land which will extend beyond the Closing Date, including specifically, without limitation, all of Seller's right to connect with and to utilize any private or public utility facilities now or hereafter serving the Land, to the extent transferable, (2) all licenses, permits, certificates of occupancy, and governmental approvals with respect to the Land, and all development and similar agreements relating to governmental permits or utility services with respect to the Land, to the extent transferable, and (3) the books and records used in the operation of the Property.

- c. "Purchase Price" shall mean \$ 30,000.00.
- d. "Title Company" shall mean Corporate Title Agency LLC, 814 S. Otsego Avenue #C, Gaylord, MI 49735.

Article 2 Purchase and Sale

2.1 Agreement of Purchase and Sale. Seller agrees to sell and convey, and Purchaser agrees to purchase, upon the terms and conditions of this Agreement, the Property for the Purchase Price.

2.2 Payment of Purchase Price. The Purchase Price shall be payable at Closing in certified funds, immediately available. From the amount to be paid to Seller at Closing shall be paid all then-existing liens, mortgages, and other debt and encumbrances required by this Agreement to be paid upon the Property simultaneously with the Closing so that the title to the Property is free and clear of liens and debt, except those expressly permitted by this Agreement as of Closing. After payment of all then-existing liens, mortgages, and other debt and encumbrances upon the Property, the remainder of the Purchase Price shall be paid to Seller.

Article 3 Title and Survey

3.1 ~~Commitment for Title Insurance.~~ Promptly following the Effective Date, Purchaser shall obtain, at Purchaser's cost, a title commitment (the "~~Title Commitment~~") covering the Property underwritten by Title Company. The Title Commitment shall be obtained promptly following the Effective Date. The Title Commitment shall (a) name Seller as the fee simple owner of the Property and name Purchaser as the party to be insured, (b) show all matters affecting record title to the Property, and (c) bind Title Company to issue, on the Closing Date, an ALTA Form B owner's policy of title insurance, without standard exceptions, or an equivalent endorsement to an existing policy acceptable to Purchaser (the "~~Title Policy~~"). The amount of insurance identified in the Title Commitment with respect to the Property shall be the Purchase Price.

⇒ Alta Survey ?

3.2 ~~Survey.~~ Purchaser shall, at Purchaser's cost, deliver, or cause to be delivered, to Purchaser and the Title Company, an ALTA survey of the Property from a registered surveyor which survey shall establish the acreage computation required for the determination of the purchase price (the "Survey"). The Survey shall be ordered and delivered promptly following the Effective Date. The Survey shall show (a) all adjacent public streets and roadways, together with the center lines thereof; (b) the exact location of all curb cuts, access roads, and entry points of all utilities to the Property from the point of connection to the public utilities; (c) the exact location of all recorded or visible easements on or servicing the Property; and (d) the exact location of all drainage and utility lines, connections, and other facilities on or servicing the Property. The surveyor shall be required to certify to Purchaser, Title Company, Seller, and such other persons or entities as Purchaser may desire that (1) no portion of the Property lies within a federally designated flood plain, and (2) there are no encroachments either onto or off of the Property. If

the surveyor is unable to certify any such items, the surveyor shall state this inability and indicate the reason. The legal description of the Property set forth in the Title Commitment which Seller shall deliver under Section 3.1 shall conform exactly to the legal descriptions in the Survey required under this Section 3.2.

3.3 Review Period.

- a. Purchaser shall have thirty (30) days (the "Review Period") after the receipt of the Title Commitment, legible copies of all instruments referred to in Schedule B-1 of the Title Commitment, and the Survey to notify Seller, in writing, of any material objections (as determined in Purchaser's judgment reasonably exercised) which Purchaser may have to any matter contained in the Title Commitment or Survey. The items contained in the Title Commitment or Survey to which Purchaser does not object during the Review Period shall be deemed permitted exceptions (the "Permitted Exceptions"). In the event Purchaser shall notify Seller of material objections to the Title Commitment or Survey prior to the expiration of the Review Period, Seller shall have ten (10) days after receipt of notification of such objections, or such greater period of time as may be mutually acceptable to Purchaser and Seller (the "Cure Period"), within which Seller may (but shall not be required to) cure or remove each such objection, or obtain title insurance against such objectionable condition in a manner acceptable to Purchaser.
- b. If Seller fails either to cure or remove an objection or obtain such title insurance with respect to the Property to the reasonable satisfaction of Title Company and Purchaser prior to the expiration of the Cure Period, Purchaser may either terminate this Agreement without liability or waive such objection and accept the condition of such title and survey to the Property as set forth in the Title Commitment and Survey with respect to the Property, without any reduction in the Purchase Price. Failure of Purchaser to send written notice of the exercise of the election available to it pursuant to the immediately preceding sentence within ten (10) business days after the expiration of the Cure Period shall be deemed an election by Purchaser to waive its objections with respect to the Property and to accept the condition of title as set forth in the Title Commitment and Survey without reduction in the Purchase Price.

3.4 Owner's Policy of Title Insurance. On the Closing Date, the Purchaser will cause the Title Company to issue to Purchaser, at Purchaser's expense, a Title Policy or an equivalent endorsement to an existing policy acceptable to Purchaser in conformity with the Title Commitment. The Title Policy or update of the existing policy shall insure title to the Property owned by Seller in the amount described above, without standard exceptions, but subject to the Permitted Exceptions. Seller shall deliver any owner's affidavits or similar documents to Title Company to facilitate the removal of the standard exceptions in the Title Policy or the update of the existing title policy.

Article 4 Inspection Period

4.1 Right of Inspection. Commencing on the Effective Date and ending at 5:00 p.m.

Eastern Standard Time on the ninetieth (90th) day following the Effective Date (the "Inspection Period"), Purchaser shall have the right to make a physical inspection of the Property and to examine all books and records maintained by Seller relating to the Property at Seller's office. Within twenty (20) days after the Effective Date, Seller shall deliver to Purchaser copies of any (a) existing environmental site assessment, review, or evaluation prepared for the Property; (b) soils reports; and (c) wetland studies, land reviews, proposed site plans, or any other reviews or assessments with respect to the Property, in Seller's or its agent's possession or control. All inspections shall occur at reasonable times and shall be conducted so as not to unreasonably interfere with the use of the Property by Seller, or its employees. Purchaser shall give Seller prior notice of the dates and times of any anticipated inspections so that those may be coordinated with Seller's operation schedule.

4.2 Right of Termination. In the event Purchaser determines that it does not wish to proceed with the Purchase, Purchaser shall have the right, prior to the expiration of the Inspection Period described in Section 4.1, to terminate this Agreement by delivery of a written notice to Seller (the "Notice of Termination"). Upon timely delivery by Purchaser of the Notice of Termination, this Agreement shall terminate. Purchaser agrees that if it terminates this Agreement as described in the previous sentence, it shall, promptly upon delivering the Notice of Termination, deliver to Seller any documentary, correspondence, and similar materials obtained by it in connection with its inspection of the Property (including, without limiting the generality of the foregoing, environmental reports, aerial maps, and lien and litigation searches). In the absence of timely delivery of any such Notice of Termination, this Agreement shall continue in force and effect.

Article 5 Closing

5.1 Time and Place. The closing shall be held at the offices of Alpine Title located at 114 East Main Street, Gaylord, Michigan 49735 or at such other place as Seller and Purchaser may agree on the Closing Date (the "Closing"). At the Closing, Seller and Purchaser shall perform the obligations set forth in, respectively, Section 5.2 and Section 5.3, the performance of which obligations shall be concurrent conditions.

5.2 Seller's Obligations at Closing. At Closing, Seller shall:

- a. assign, convey, transfer and set over unto Purchaser all of Seller's right, title and interest in the Property and such other documents as may be customary or reasonably requested by Purchaser to reflect the transfer;
- b. join with Purchaser in the execution of a closing statement (the "Closing Statement");
- c. pay the full amount of any tax which has been billed or assessment which is a lien against the Property as of the Closing Date;
- d. deliver to Purchaser all permits and licenses in Seller's possession for the operation of the Property, or any part of the Property the satisfaction of conditions;

- e. deliver to Purchaser copies of all books and records and original leases and plans and specifications pertaining to the Property;
- f. provide for the discharge of any and all mortgages, liens, and other encumbrances on the Property, except those easements, rights-of-way, and other restrictions shown on the Title Commitment to which there has been no objection from Purchaser; and
- g. deliver to Purchaser an indemnity for all actions, costs, liabilities, and expenses of Seller incurred to the Closing Date, which indemnity shall include all amounts which Seller is obligated to pay under this Agreement prior to and at the Closing, including any real property transfer tax which may be required to be paid upon the transaction provided for in this Agreement; provided, however, Seller shall have the right to contest such real property transfer taxes.

5.3 Purchaser's Obligations at Closing. At Closing, Purchaser, shall:

- a. pay to Seller the amount of the Purchase Price to be paid as provided above by certified check or immediately available wire transferred funds pursuant to Section 2.2;
- b. join with Seller in the execution of such documents as may be customary or reasonably requested by Seller to reflect the Purchase; and
- c. deliver to Seller an indemnity for all actions, costs, liabilities, and expenses of the Purchaser incurred after the Closing Date, which indemnity shall include all amounts which Purchaser is obligated to pay under this Agreement.

5.4 Credits and Prorations.

- a. The following items shall be apportioned between Seller and Purchaser as of 12:01 a.m. Eastern Standard Time, on the Closing Date, as if Purchaser was vested with title to the Property on the Closing Date, and the net amount shall be settled as provided below:
 - (i) Taxes and Assessment. Current real estate taxes shall be prorated as of the date of Closing between the Seller and the Purchaser based on the tax year of each of the respective taxing authorities which levy on the Property; provided, however, that for purposes of such proration, taxes shall be deemed paid in advance. The Seller and the Purchaser understand and acknowledge that the amount of any past due real estate taxes on the Property not paid by the date of Closing may be deducted from the purchase price paid at Closing and paid to the respective taxing authority at Closing. All special assessments, deferred assessments, hook up charges or other fees, assessments, or charges imposed against the Property which exist as of the date of Closing shall be paid by the Seller at or before Closing.
- b. All other matters with respect to all prorations and adjustments described in this Section

54 shall be effected by increasing or decreasing, as appropriate, the amount of cash to be paid by Purchaser to Seller at Closing. The provisions of this Section 5.4 shall survive the Closing.

5.5 Closing Costs. The Purchaser shall prepare the closing documents and deliver them to the Seller for review and approval at least 10 days prior to Closing. At Closing, the Purchaser shall be responsible for the payment of the state and county transfer taxes, the title insurance premium to issue a policy pursuant to the title commitment referenced above, the cost of the survey referenced above, and the costs of any recording fees to record any documents to clear title. The Purchaser shall pay the fees necessary to record the deed and any other documents to transfer title. The Purchaser and the Seller shall each pay their own attorneys and other professional fees and one-half of any closing costs charged by any closing agent.

5.6 Form of Conveyance. At Closing, the Seller shall grant and convey legal title to the Premises to the Purchaser pursuant to a warranty deed, subject only to: 1) the lien of taxes on the Premises not yet due and payable; and 2) the easements and covenants, conditions, and restrictions of record as shown on the title commitment referenced above and not objected to by the Purchaser during the Due Diligence Period. The deed shall state the consideration as "for good and valuable consideration" and the Seller shall sign and file a transfer valuation affidavit to evidence the Purchase Price.

5.7 Conditions to Closing. Each Party's obligation to proceed to and complete the Closing shall be subject to the conditions provided below:

- a. The obligation of Purchaser to close the Purchase is subject to the completion of the following conditions:
 - (i) all of the representations, warranties, and covenants of Seller as provided in Article 6 are true and correct and remain true and correct as of the Closing Date; and
 - (ii) all objections of Purchaser with regard to the Title Commitment, the Survey, or from its inspections which Seller has agreed to cure have been cured as required including the payoff either prior to or at the Closing of all mortgages, liens and other encumbrances, upon the Property to which Purchaser has made objection.
- b. The obligation of Seller to close the Purchase is subject to the completion of the condition that all of the representations and warranties of Purchaser as provided in Article 6 are true and correct and remain true and correct as of the Closing Date.

Article 6 Representations, Warranties, and Covenants

6.1 Representations, Warranties, and Covenants of Seller. Purchaser acknowledges that it is purchasing the Property and accepting it in its "as is, where is" condition based upon its own inspection as to the Property, without representation or warranty on the part of Seller, except as

specifically set forth in this Section 6.1. Notwithstanding the foregoing, as to the Property, as applicable, Seller represents and warrants to, and covenants with, Purchaser the following as of the Effective Date, which representations, warranties, and covenants shall remain true as of the Closing Date, subject to changes arising in the ordinary course of business or permitted under this Agreement, provided that Purchaser shall be notified of the same, and shall survive the consummation of the Purchase for a period of twelve (12) months after the Closing, and upon each of which Purchaser does and shall continue to rely:

- a. Except as shown on the Title Commitment, Seller is the fee title owner of the Property;
- b. Except as shown on the Title Commitment, to the knowledge of Seller, there are no unrecorded or undisclosed legal or equitable interests in the Property owned or claimed by any party other than Seller;
- c. To the knowledge of Seller, there is no assessment presently outstanding or unpaid for local improvements or otherwise which has or may become a lien against the Property. Further, Seller knows of no proposed assessments or any public improvements affecting the Property which have been ordered to be made and/or which have not been completed, assessed, and paid for as of the Effective Date;
- d. Seller has received no notice of, and has no knowledge of, any existing or threatened condemnation, eminent domain proceeding, or any action of a similar kind or any change, redefinition, or other modification of the zoning classification which would affect the Property;
- e. To the knowledge of Seller: (i) while Seller owned or operated the Property, the Property was not used for the purpose of the disposal of, refining, generating, manufacturing, producing, storing, handling, treating, transferring, releasing, processing, or transporting any hazardous or toxic waste or substance, as such terms are defined in the Resource Conservation and Recovery Act of 1976, 42 USC 6901, et seq., as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC 9601, et seq., as amended, the Superfund Amendments and Reauthorization Act, Public Law 99-499, or the Michigan Natural Resources and Environmental Protection Act (MCL 324.20101 et seq.), including, but not limited to, mono- and poly-chlorinated biphenyls, asbestos-containing materials and petroleum and petroleum products; and (ii) no such materials are located on the Property;
- f. Seller is not currently a party to any proceedings under any applicable bankruptcy, reorganization, insolvency, or similar laws;
- g. At or prior to the Closing, Seller shall use reasonable efforts to promptly notify Purchaser of any material change in any condition which comes to Seller's attention with respect to the Property or of any event or circumstance which makes any representation or warranty to Purchaser under this Agreement untrue or misleading, or any covenant of Seller under this Agreement incapable or less likely of being performed;

- h. Seller is a duly organized and validly existing Michigan limited liability corporation;
- i. The Property is free and clear of all liens, pledges, encumbrances and security agreements except those which are to be assumed under this Agreement and there are no outstanding debts or liabilities which are known, have been claimed, or of which Seller has received any type of notice outstanding against Seller or the Property except those which are currently being incurred in the ordinary course of business and which will be paid at closing or otherwise accounted for as provided in Section 5.4; and
- j. Notwithstanding anything contained in this Section 6.1 to the contrary, if Purchaser discovers any material breach of or material errors or omissions in Seller's representations or warranties at any time prior to the Closing, Purchaser's sole remedy shall be to cancel and terminate this Agreement by notice to Seller upon the later of the end of the Inspection Period or five (5) business days after discovering such breach of representation or warranty and upon notifying Title Company (and/or Seller) of the termination by Purchaser, or to complete the purchase of the Property as provided without reduction of the purchase price and without damages or other remedy against Seller. If Purchaser discovers a material breach of, or material errors or omissions in, any representation or warranty subsequent to its acquisition of the Property within the twelve (12) month period following Closing, Purchaser shall have such remedies as are allowed under Michigan law.

6.2 Representations, Warranties, and Covenants of Purchaser. Purchaser represents and warrants to, and covenants with Seller, the following as of the Effective Date, which representations, warranties, and covenants shall remain true as of the Closing Date and shall survive the consummation of the Purchase for a period of twelve (12) months after the Closing, and upon each of which Seller does and shall continue to rely:

- a. Purchaser is a duly organized and validly existing Michigan municipal corporation;
- b. Purchaser has the full right, power, and authority to purchase the Property as provided in this Agreement and to carry out Purchaser's obligations under this Agreement;
- c. All requisite actions necessary to authorize Purchaser to enter into this Agreement and the remaining agreements provided for and to carry out its obligations have been, or by the Closing Date will have been, taken; and
- d. All documents and agreements executed and delivered by Purchaser in connection with the Purchase shall be binding upon, and enforceable against, Purchaser.

Article 7 Default

7.1 Seller's Default. In the event of any default by the Seller which continues without cure for a period of 10 days after delivery by the Purchaser of notice to the Seller, the Purchaser

shall have the right (but not the obligation) to terminate this Agreement by notice to the Seller within 15 days after the occurrence of the default, and the Purchaser shall have any and all rights and remedies available to the Purchaser in law and at equity arising out of the default, including, without limitation, specific performance.

7.2 Purchaser's Default. In the event of any default by the Purchaser which continues without cure for a period of 10 days after the delivery by the Seller of notice to the Purchaser, the Seller shall have the right (but not the obligation) to terminate this Agreement by notice to the Purchaser within 15 days after the occurrence of the default, and the Seller shall have any and all rights and remedies available to the Seller in law and at equity arising out of the default, including, without limitation, specific performance.

7.3 Notice of Default. In the event either Party shall claim that the other Party is in default under this Agreement, it shall give notice to the other Party and to Title Company of such claimed default upon the earlier of ten (10) business days after learning of such default or ten (10) days prior to the Closing. The non-defaulting Party shall have ten (10) days after receipt of notice of the claimed default to either cure same or, by notice to the other Party and Title Company, dispute the claimed default. If Seller elects to cure the default, Seller shall have thirty (30) days to do so and, if necessary, Closing shall be deferred until the default is cured.

Article 8 Miscellaneous

8.1 Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) expedited delivery service with proof of delivery, (c) United States registered or certified mail, return receipt requested, postage prepaid, or (d) facsimile transmission (provided that the receipt of such facsimile transmission is confirmed), sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance with this Section 8.1, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of the first attempted delivery at the address and in the manner provided in this Section 8.1, or, in the case of facsimile transmission, upon receipt. Unless changed in accordance with the preceding sentence, the address for notices given pursuant to this Agreement shall be as follows:

If to Purchaser: John Burt
 Otsego County Administrator
 225 West Main
 Gaylord, Michigan 49735

If to Seller: A P Investment Group LLC
 416 W. Main Street
 Gaylord, Michigan 49735

8.2 Assignment. Purchaser may not assign its rights, duties, and obligations under this Agreement except with the prior written consent of Seller, which consent may be given or

withheld in Seller's sole discretion. Notwithstanding the foregoing, Purchaser may assign its rights, duties, and obligations under this Agreement, without Seller's consent, to any entity or entities in which County of Otsego, directly or indirectly, holds a controlling interest, provided that Purchaser notifies Seller in writing of the assignment at least five (5) days prior to the Closing Date and furnishes Seller with an executed assignment agreement executed by Purchaser and the assignee, whereby the assignee assumes all of Purchaser's agreements, obligations and liabilities under this Agreement and affirms that the representations and warranties of "Purchaser" under this Agreement are true, complete, and accurate with respect to such assignee.

8.3 Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify, or discharge it, in whole or in part, unless such executory agreement is in writing and is signed by the Parties against whom enforcement of any waiver, change, modification, or discharge is sought.

8.4 Successors and Assigns. The terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the Parties.

8.5 Entire Agreement. This Agreement, including any exhibits, contains the entire agreement between the Parties pertaining to the Purchase and fully supersedes all prior agreements and understandings between the Parties pertaining to the Purchase.

8.6 Further Assurances. Each Party agrees that it will, without further consideration, execute and deliver such other documents and take such other actions, whether prior or subsequent to any Closing, as may be reasonably requested by any other Party to consummate more effectively the Purchase.

8.7 Applicable Law. This Agreement shall be applied, construed, and enforced in accordance with the laws of the State of Michigan, without giving effect to conflicts of laws principles. Venue for any disputes under this Agreement shall lie in Otsego County, Michigan.

8.8 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining of this Agreement shall nonetheless remain in full force and effect.

8.9 Termination of Agreement. It is understood and agreed that if either Purchaser or Seller terminates this Agreement pursuant to a right of termination granted under this Agreement, such termination shall operate to relieve Seller and Purchaser from all obligations under this Agreement, except for such obligations as are specifically stated to survive the termination of this Agreement.

The Parties have signed this Purchase Agreement to be effective as of the Effective Date.

Dated: _____

A P INVESTMENT GROUP LLC

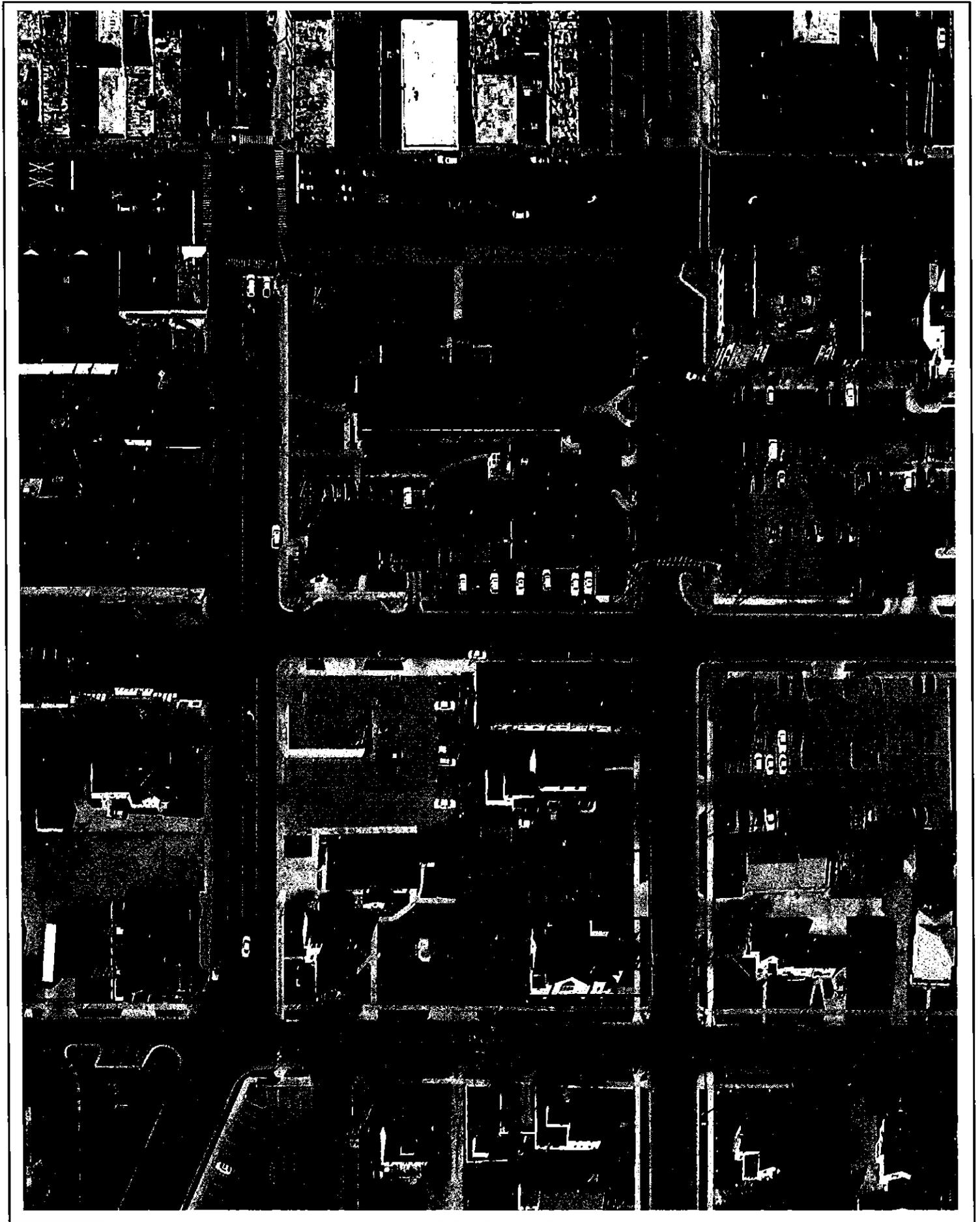
By: _____


COUNTY OF OTSEGO

Dated: _____

By: _____
John Burt

Its: Otsego County Administrator



222 Court Street

Scale: 1" = 100'



OTSEGO COUNTY 2009 APPOINTMENTS

STATUTORY COMMITTEES

TRANSPORTATION & COUNTY AIRPORT	Chair Liss, Glasser, Harkness Staff:
LEPC	Glasser
9-1-1	Liss, Hyde
PLANNING COMMISSION	Backenstose
PARLIAMENTARIAN	Bates

SELECT COMMITTEES

JUSTICE & PUBLIC SAFETY	Chair Johnson, Liss, Hyde, Backenstose, Burt Staff: Frisch
BUDGET-FINANCE	Chair Beachnau, Glasser, Bates, Backenstose, Burt Staff: Axford, Frisch
COUNTY INFRASTRUCTURE	Chair Backenstose, Glasser, Brown, Johnson, Burt Staff: Fulcher
CRIMINAL JUSTICE COORDINATING COMMITTEE	Chair McBride, Thompson, Burt, Glasser, Hyde, Liss, Edel, Legel, Frisch, Webber, FitzGerald, Davis, Morse, Kaczynski, Morgridge, Gelow, Barry, Turnbull, Koeppen, Rekowski, Sanders, Turnbull, Johnson
PERSONNEL	Chair Liss, Harkness, Hyde, Johnson, Burt Staff: Adam

COMPONENT UNIT/CONTRACTUAL LIAISONS

COMMISSION ON AGING	Hyde, Harkness-alternate
EMS	Mike Hyde, Brown-alternate
LIBRARY	Backenstose, Glasser-alternate
HOUSING COMMITTEE	Bates, Glasser, Backenstose-alternate
PARKS & RECREATION	Johnson, Harkness-alternate
ROAD COMMISSION	Glasser, Hyde-alternate
SPORTSPLEX	Beachnau, Backenstose-alternate
UNIVERSITY CENTER	Beachnau, Liss-alternate
M-TEC ADVISORY	Hyde, Backenstose-alternate
DISTRICT HEALTH	Harkness, Brown-alternate
MENTAL HEALTH (NEMCMH)	Liss, Johnson-alternate
SOIL CONSERVATION	Hyde, Brown-alternate
CONSTRUCTION BOARD OF APPEALS	Johnson, Harkness
APPEALS BOARD (Sanitary Board of Appeals)	Liss, Brown, Backenstose

COMMUNITY, GOVERNMENT & PROGRAM LIAISONS

AU SABLE RIVER ZONING	Hyde, Bates-alternate
FAIR BOARD	Bates, Beachnau-alternate
GAYLORD CITY COMMISSION	Bates, Beachnau-alternate
M.A.C./WORKER COMP/RISK MGMT	Johnson
M.S.U. EXTENSION	Brown, Backenstose-alternate
NEM Consortium	Glasser, Johnson-alternate
NEMCOG	Harkness, Beachnau-alternate
NEMCSA	Glasser, Beachnau-alternate
NMSAS	Harkness, Brown-alternate
OCHSCB and DHS	Backenstose, Bates-alternate
PIGEON RIVER ADVISORY/ZONING	Glasser, Hyde-alternate
TOWNSHIP ASSOCIATION	Glasser, Harkness-alternate
COMMUNITY CORRECTIONS	Liss, Hyde-alternate
BROADBAND COOPERATIVE	Beachnau, Burt-alternate
MANISTEE RIVER ZONING BOARD	Backenstose
VETERAN'S AFFAIRS	Hyde, Bates, Harkness, Backenstose-alternate

ELECTED OFFICIALS' LIAISONS

CLERK/REGISTER OF DEEDS	Johnson
PROSECUTING ATTORNEY	Liss
SHERIFF	Bates
TREASURER	Beachnau

*Elected Officials will be scheduled for quarterly reports to the Board of Commissioners on a rotating basis.

COMMITTEE DESCRIPTIONS/DUTIES

Budget & Finance Committee

The Budget & Finance Committee consists of 4 County Commissioners appointed by the Chairman of the Board of Commissioner. The County Administrator is also a permanent voting member of the Committee, but is not intended to serve in the capacity of Chairman of the Committee. The intent of the committee is not to assume the management authority of either the department head or the County Administrator, but rather to ensure the integrity of all policies affecting the public. The County Administrator determines which issues need committee action prior to board action. The committee shall make recommendations to the Board of Commissioners concerning policy matters concerning finance, budget establishment and management, federal and state grants, equalization of taxes throughout the county, additional appropriations requested during the course of a fiscal year, and associated fiscal matters. The committee's responsibilities also include serving as a liaison to the following county departments, offices and agencies: Equalization, Treasurer, Clerk/ROD, and Economic Alliance.

Justice and Public Safety Committee

The Justice & Public Safety Committee consists of 4 County Commissioners appointed by the Chairman of the Board of Commissioner. The County Administrator is also a permanent voting member of the Committee, but is not intended to serve in the capacity of Chairman of the Committee. The intent of the committee is not to assume the management authority of either the department head or the County Administrator, but rather to ensure the integrity of all policies affecting the public. The County Administrator determines which issues need committee action prior to board action. The committee's responsibilities include making recommendations with regard to matters of interest or concern to the County Board in the areas of justice and public safety. The committee's responsibilities also include serving as a liaison to the following county departments, offices and agencies: Circuit Court, District Court, Probate Court, Friend of the Court, Prosecuting Attorney's Office, Animal Control, and the Sheriff's Department.

Personnel Committee

The Personnel Committee consists of 4 County Commissioners appointed by the Chairman of the Board of Commissioner. The County Administrator is also a permanent voting member of the Committee, but is not intended to serve in the capacity of Chairman of the Committee. The intent of the committee is not to assume the management authority of either the department head or the County Administrator, but rather to ensure the integrity of all policies affecting the public. The County Administrator determines which issues need committee action prior to board action. The committee shall make recommendations to the Board of Commissioners concerning all personnel items such as: determining the number of employees in a department; employing personnel; termination of personnel, other than department heads; establishing new positions; salary or wages for positions; personnel policies; benefits for elected and non-elected personnel; serve as the collective bargaining committee including involvement in grievance procedures; and any duties assigned by the Board of Commissioners. The committee's responsibilities also include serving as a liaison to the following county departments, offices and agencies: MSU Extension, Sportsplex, University Center, M-TEC.

Transportation and Airport Committee

The Transportation and Airport Committee consists of 3 County Commissioners appointed by the Chairman of the Board of Commissioner. The intent of the committee is not to assume the management authority of either the department head or the County Administrator, but rather to ensure the integrity of all policies affecting the public. The County Administrator determines which issues need committee action prior to board action. The Committee shall have the management, control and expenditure of funds for the county airport, and shall supervise the care, control and improvement of the airport property, and make reasonable rules and regulations and enforce the same when made respecting the use by the public of such property. The committee's responsibilities also include serving as a liaison to the following departments, offices and agencies: Airport, Bus, and the Airport Advisory Committee.

County Infrastructure Committee

The County Infrastructure Committee consists of 4 County Commissioners appointed by the Chairman of the Board of Commissioner. The County Administrator is also a permanent voting member of the Committee, but is not intended to serve in the capacity of Chairman of the Committee. The intent of the committee is not to assume the management authority of either the department head or the County Administrator, but rather to ensure the integrity of all policies affecting the public. The County Administrator determines which issues need committee action prior to board action. The committee shall make recommendations to the Board of Commissioners concerning the county's infrastructure. The committee's responsibilities also include serving as a liaison to the following county departments, offices and agencies: Building & Grounds, Land Use Services, County Surveyor, and NEMCOG.



OTSEGO COUNTY BUDGET AMENDMENT

FUND/DEPARTMENT: General fund, Animal Control, Land Use, Delq. Tx, Hmstd Audit, Admin Funds.

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: [X] General [X] Special Revenue [] Debt Service [] Capital Project [X] Business-Type (Enterprise or Internal Svc)

REVENUE To reflect payroll changes from Clerical Union Contract settlement

Table with 3 columns: Account Number, Decrease, Increase. Total row shows \$0 for both decrease and increase.

EXPENDITURE

Table with 4 columns: General Fnd., Account Number, Increase, Decrease. Includes entries for hourly wages, fica, and retirement for Clerk and Treasurer.

Rachel Frisch Department Head Signature

1.12.09 Date

Finance Department Entered: By:

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

Page 2 of 6 -

FUND/DEPARTMENT: _____

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

REVENUE

Account Number	Decrease	Increase
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
101.257 - 703.030 - hourly wages	\$ 1,566	\$ Equalization
" - 704.200 - fica	\$ 120	\$
" - 704.300 - retirement	\$ 185	\$
101.267 - 703.030 - hourly wages	\$ 1,772	\$ Prosecutor
" - 704.200 - fica	\$ 134	\$
" - 704.300 - retirement	\$ 210	\$
Total	\$	\$

Department Head Signature

Date

Administrator's Signature

Date

Finance Department	
Entered:	
By:	

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: _____

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

REVENUE

Account Number	Decrease	Increase
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
101.721 - 703.030 - hourly	\$ 269	\$ Plan/Zon.
" - 704.200 - fica	\$ 21	\$
" - 704.300 - retirement	\$ 32	\$
101.941 - 999.000 - Contingency	\$	\$ 7,992
212.430 - 703.030 - hourly	\$ 1,002	\$ Animal Ctrl.
" - 704.200 - fica	\$ 76	\$
Total	\$	\$

Department Head Signature

Date

Finance Department

Entered:

By:

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

Page 4 of 6

FUND/DEPARTMENT: _____

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

REVENUE

Account Number	Decrease	Increase
249.050 - 400.001 - Use of fund Bal.	\$	\$ 983
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
212.430 - 704.300 - retirement	\$ 119	\$
212.911 - 999.000 - Contrib. to fund bal.	\$	\$ 1,197
249.371 - 703.030 - hourly wages	\$ 822	\$ Land Use Svcs
" - 704.200 - fica	\$ 63	\$
" - 704.300 - retirement	\$ 98	\$
516.253 - 703.030 - hourly wages	\$ 610	\$ Delq. Tx Fed.
Total	\$	\$

Department Head Signature

Date

Administrator's Signature

Date

Finance Department	
Entered:	
By:	

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

page 5 of 6

FUND/DEPARTMENT: _____

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

REVENUE

Account Number	Decrease	Increase
516.050 - 400.001 - Use of fund bal.	\$	\$ 730
616.025 - 664.020 - Hmstd. Collections	\$	\$ 316
645.050 - 400.001 - Use of fund bal.	\$	\$ 846
-	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
516.253 - 704.200 - fica	\$ 46	\$
" - 704.300 - retirement	\$ 74	\$
616.253 - 703.030 - hourly wages	\$ 264	\$ Hmstd. Audit Fed.
" - 704.200 - fica	\$ 21	\$
" - 704.300 - retirement	\$ 31	\$
645.201 - 703.030 - hourly wages	\$ 708	\$ Finance
Total	\$	\$

Department Head Signature

Date

Administrator's Signature

Date

Finance Department	
Entered:	
By:	

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

page 6 of 6

FUND/DEPARTMENT: _____

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

REVENUE

Account Number	Decrease	Increase
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
645.201 - 704.200 - Fica	\$ 54	\$
- 704.300 - retirement	\$ 84	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$ 12,064	\$ 12,064

Department Head Signature _____

Date _____

Administrator's Signature _____

Date _____

Finance Department	
Entered:	
By:	

Board Approval Date (if necessary) _____

Budget Adjustment # _____

Posting Number _____