

**City of Swartz Creek
AGENDA**

**Special Council Meeting, Wednesday, September 5, 2018, 5:00 P.M.
Paul D. Bueche Municipal Building, 8083 Civic Drive Swartz Creek, Michigan 48473**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **REPORTS & COMMUNICATIONS:**
 - 4A. City Manager's Report MOTION Pg.3
 - 4B. Don Shenk Home Purchase Agreement Pg.6
5. **MEETING OPENED TO THE PUBLIC:**
 - 5A. General Public Comments
6. **COUNCIL BUSINESS:**
 - 6A. Don Shenk Home Sale Consideration RESO Pg.4
7. **MEETING OPENED TO THE PUBLIC:**
8. **REMARKS BY COUNCILMEMBERS:**
9. **ADJOURNMENT:** MOTION

City of Swartz Creek Mission Statement

The City shall provide a full range of public services in a professional and competent manner, assuring that the needs of our constituents are met in an effective and fiscally responsible manner, thus promoting a high standard of community life.

City of Swartz Creek Values

The City of Swartz Creek's Mission Statement is guided by a set of values which serve as a common operating basis for all City employees. These values provide a common understanding of responsibilities and expectations that enable the City to achieve its overall mission. The City's values are as follows:

Honesty, Integrity and Fairness

The City expects and values trust, openness, honesty and integrity in the words and actions of its employees. All employees, officials, and elected officials are expected to interact with each other openly and honestly and display ethical behavior while performing his/her job responsibilities. Administrators and department heads shall develop and cultivate a work environment in which employees feel valued and recognize that each individual is an integral component in accomplishing the mission of the City.

Fiscal Responsibility

Budget awareness is to be exercised on a continual basis. All employees are expected to be conscientious of and adhere to mandated budgets and spending plans.

Public Service

The goal of the City is to serve the public. This responsibility includes providing a wide range of services to the community in a timely and cost-effective manner.

Embrace Employee Diversity and Employee Contribution, Development and Safety

The City is an equal opportunity employer and encourages diversity in its work force, recognizing that each employee has unlimited potential to become a productive member of the City's team. Each employee will be treated with the level of respect that will allow that individual to achieve his/her full potential as a contributing member of the City staff. The City also strives to provide a safe and secure work environment that enables employees to function at his/her peak performance level. Professional growth opportunities, as well as teamwork, are promoted through the sharing of ideas and resources. Employees are recognized for his/her dedication and commitment to excellence.

Expect Excellence

The City values and expects excellence from all employees. Just "doing the job" is not enough; rather, it is expected that employees will consistently search for more effective ways of meeting the City's goals.

Respect the Dignity of Others

Employees shall be professional and show respect to each other and to the public.

Promote Protective Thinking and Innovative Suggestions

Employees shall take the responsibility to look for and advocate new ways of continuously improving the services offered by the City. It is expected that employees will perform to the best of his/her abilities and shall be responsible for his/her behavior and for fulfilling the professional commitments they make. Administrators and department heads shall encourage proactive thinking and embrace innovative suggestions from employees.

City of Swartz Creek
CITY MANAGER'S REPORT
Special Council Meeting of Wednesday, September 5, 2018 - 5:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: August 30, 2018

NEW BUSINESS

DON SHENK HOME SALE (*Business Item*)

With the land contract alternate rejected by the city council, the city was able and willing to entertain other offers. Within a day or so of the last meeting, an individual approached the city to formalize their previous interest in the home. We have since received a complete offer that includes a signed purchase agreement, proof of financing, and affirmation of disclosures. As of writing, this is the only complete submission received to date. The buyer is offering an improved price of \$134,900.

Council is within their rights to consider or refuse any and all offers. This appears to be a textbook transaction. I have been in contact with Sargent's Title Company and the buyer (who is not represented by a realtor). The city should be confident accepting this and proceeding to the next steps. The reason we are meeting five days prior to our regular meeting is because this starts the clock for the public inspection period sooner. This will shave two weeks off the closing and occupancy, which is a benefit to all parties, especially as we quickly approach the winter months.

I am including a resolution in the affirmative to engage in a sale with the attached purchase agreement. I recommend we proceed.

City of Swartz Creek
RESOLUTIONS
Special Council Meeting, Wednesday, September, 2018, 5:00 P.M.

Resolution No. 180905-4A **CITY MANAGER’S REPORT**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager’s Report of September 5, 2018, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 180827-8A **RESOLUTION TO APPROVE THE INITIAL SALE INSTRUMENT FOR 5256 DON SHENK**

Motion by Councilmember: _____

WHEREAS, the city has acquired a residential structure located at 5256 Don Shenk Drive from the county via the tax reversion process in 2017 for the purpose of blight removal and restoration to improve neighborhood conditions; and

WHEREAS, the city awarded a contract for services to restore the home, including but not limited to roofing, HVAC, floor restoration, basement finishing, landscaping, appliances, various fixtures, and other components, with said services now being substantially complete; and

WHEREAS, the city may recover invested costs upon sale of the residence, but additional proceeds must be turned over to the appropriate county agency; and

WHEREAS, the city invited public offers for purchase in July of 2018, and received a written offer from an interested party; and

WHEREAS, the potential buyer offered an alternate purchase instrument in the form of a land contract that was not approved by the city council; and

WHEREAS, a subsequent offer was received by a party that included the standard purchase agreement, disclosures, earnest money, and ability to finance.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council authorizes the Mayor, in consultation with the city attorney, to complete and execute the purchase agreement as included in the September 5, 2018 city council packet, including a provision for the requisite public inspection period contingency.

BE IT FURTHER RESOLVED, the sale instrument shall be made available to the general public, for a period of not less than 30 days, in accordance with the City's Land Sale Policy of April 28, 2014.

BE IT FURTHER RESOLVED, the purchase agreement shall be reviewed by the city council subsequent to the review period.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Purchase Agreement

THIS IS A LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL

1. **OFFER TO PURCHASE** – The undersigned, hereinafter known as “Buyer(s)” hereby agrees to purchase property commonly known as: 5256 Don Shenk Drive and legally described as: Lot 427 of Winchester Village Sub 7

(Property size and square footage of all structures located herein are approximate and not guaranteed.) Tax I.D. # 58-02-503-004 and located in the City Village Township of Swartz Creek, County of Genesee, Michigan. Purchaser accepts all existing building and use restrictions, deed restrictions, easements and zoning ordinances, if any, and to pay therefore, the sum of ONE HUNDRED THIRTY-FOUR THOUSAND NINE HUNDRED dollars (\$ 134,900.00).

2. **TERMS OF PURCHASE**- As indicated by “X” below, (other unmarked terms do not apply). Payment of the cash portion of the purchase price is to be a cashier’s check or certified funds.

Cash Sale: The full purchase price payable in the form of a cashier’s check or certified funds upon the delivery of a recordable Warranty Deed conveying title in the condition provided for herein. Funds to be verified on or before _____. In the event Buyer(s) does not provide the Seller(s) with verified funds by the date provided, the Seller(s) may terminate this agreement by a written notice to the Buyer(s).

New Mortgage: The full purchase price upon the delivery of a recordable Warranty Deed conveying title in the condition provided for herein. Contingent upon property appraising for a minimum of sales price, if required and Buyer(s)’s ability to obtain a FHA mortgage, at no cost to the Seller(s) unless agreed to in writing, amortized for no less than 30 years, in the amount of 96.5 % of purchase price, which Buyer(s) agrees to make written application by (Date) 09/05/18, at 8:00 AM (AM/PM).

In the event that the Buyer(s) does not make written application for financing by the date provided above, the Seller(s) may terminate this agreement by written notification to the Buyer(s).

Buyer(s) to provide Seller(s) with a written ***mortgage commitment*** (Defined as: In regards to the loan applied for, the Lender has examined and underwritten the loan regarding the Buyer(s)’s credit, income, reserves, and qualifying ratios.) by (Date) 09/05/18, at 8:00 (AM/PM). In the event Buyer(s) does not provide the Seller(s) with a written mortgage commitment by the date provided above, the Seller(s) may terminate this agreement by a written notice to the Buyer(s).

Buyer(s) to provide Seller(s) with a written ***clear to close*** (Defined as: All approval conditions have been satisfied, the loan is approved and funds are available to close.) by (Date) 10/20/18, at _____ (AM/PM). In the event Buyer(s) does not provide the Seller(s) with a written clear to close by the date provided above, the Seller(s) may terminate this agreement by a written notice of termination to the Buyer(s).

Any extensions to the above time frames must be in writing and agreed to by both parties to be valid.

Sale to Existing Mortgage or Land Contract: Upon execution and delivery of
 A recordable Warranty Deed and subject to existing mortgage.
 Assignment of vendee’s interest in land contract.

Buyer(s) to pay the difference (approximately \$ _____) between the purchase price and the balance as of day of closing, of said mortgage or land contract bearing interest at _____ % per annum and with monthly payments of \$ _____ which do do not include tax and/or insurance, which Buyer(s) assumes and agrees to pay. Buyer(s) agrees to reimburse Seller(s) for any funds held in escrow. Buyer(s) to pay all taxes and insurance costs if not included in the monthly payment stated above (see paragraph 8). **SELLER(S) UNDERSTANDS THAT THE SALE OR TRANSFER OF THE PROPERTY DESCRIBED IN THIS AGREEMENT MAY NOT RELIEVE THE SELLER(S) OF ANY LIABILITY THAT SELLER(S) MAY HAVE UNDER THE MORTGAGES OR LAND CONTRACT(S) TO WHICH THE PROPERTY IS SUBJECT, UNLESS OTHERWISE AGREED TO BY THE LENDER OR VENDOR OR REQUIRED BY LAW OR REGULATION.**

Land Contract: The down payment of _____ Dollars (\$ _____) and the execution of a _____ land contract, acknowledging payment of that sum and calling for the payment of the remainder of the purchase money of \$ _____ in _____ payments of _____ or more, which (SHALL/SHALL NOT) include interest payment at the rate of _____% percent per annum, and which (SHALL/SHALL NOT) include prepaid taxed and insurance. The contract shall be paid in full on or before _____ years from the date of sale. Buyer(s) agrees to provide Seller(s) a recent credit report on or before _____, which must be approved or rejected in writing by the Seller(s) within _____ days of receipt of said credit report. In the event Buyer(s) does not provide the Seller(s) with a written credit report by the date provided above, the Seller(s) may terminate this agreement by a written notice to the Buyer(s).

3. **CLOSING FEES**-The closing fee charged by the closing agent shall be paid by: Buyer Seller Split equally (50/50).

4. **PURSUANT TO THE ABOVE IDENTIFIED TERMS OF PURCHASE, SELLER(S) AND BUYER(S) AGREE TO CLOSE ON OR BEFORE 10/12/2018 (DATE) UNLESS OTHERWISE MUTUALLY AGREED IN WRITING. BUYER(S) AND SELLER(S) HAVE A RIGHT TO REQUEST A COMPLETE COPY OF CLOSING DOCUMENTS 48 HOURS PRIOR TO CLOSING.**

5. **FIXTURES AND IMPROVEMENTS**- All improvements and fixtures are included in the purchase price including, if now in or on the property, the following: all buildings, landscaping; lighting fixtures and their shades and bulbs; ceiling fans; drapery and curtain hardware; window coverings; shades and blinds; built-in kitchen appliances, including garbage disposal, drop-in ranges and range hoods; wall to wall carpeting, if attached; all attached mirrors; all attached shelving; attached work benches, stationary laundry tubs; water softener (unless rented); water heater; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on wood stoves and wood stoves connected by flue pipe; fireplace screens; inserts and grates; fireplace doors, if attached; liquid heating and cooking fuels in tank(s) at time of transfer of possession (tanks will not be empty unless now empty); liquid heating and cooking fuel tanks if owned by Seller(s); TV antenna and complete rotor equipment; all support equipment for in ground pools; screens and storm windows and doors; awnings; basketball backboard and goal; mailbox; fences; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the property.

Exclusions: _____

See attached Bill of Sale/ Personal Property Statement

6. **Title**- As evidence of title, Seller(s) agrees to furnish Buyer(s) at Seller(s) cost, a title commitment and after closing, a policy of title insurance issued by Sargent's Title Company, LLC in an amount not less than the purchase price, bearing date later than the acceptance hereof and insuring the title in marketable condition. Any additional expenses incurred in obtaining a Without Exceptions Title Policy will be the responsibility of the Buyer(s). **Title Objections:** If objection to the title is made, based upon written opinion of the Buyer(s)'s attorney that the title is not marketable as required for performance hereunder, the Seller(s) shall have thirty (30) days from the date they are notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) if unable to remedy the title, to refund the deposit in full termination of this agreement. If the Seller(s) remedies the title within the time specified, the Buyer(s) agrees to complete the sale.

7. **POSSESSION**- Possession to be given immediately following closing; _____ days after closing by 12:00 noon; subject to rights of tenants, if any. Seller(s) agrees to pay Buyer(s) rent (which commences the day of closing), during time of Seller's occupancy after closing \$ _____ per day; at an amount prorated per day equal to Buyer(s) monthly payment including principal, interest, taxes, insurance, condominium dues and association dues.

a. At the time of possession, the Seller(s) agree to have the property free and clear of trash, debris and in "brook clean" condition. Seller will maintain utilities and property in its present condition until time of possession including but not limited to lawn care and snow removal. Buyer(s) acknowledges responsibility of transferring all utilities the day possession is given.

b. Any notification received by the Seller(s) pertaining to the property must be disclosed to the Buyer(s) prior to closing.

c. If Seller(s)'s Tenants occupy the property, then:

Seller(s) will have the tenants vacate the property before closing.

Buyer(s) will be assigned all Landlord rights and security deposit and rents pro-rated to date of closing, with Buyer(s) assuming Landlord rights and obligations the day of closing.

8. **TAXES**- TAXES ARE PRORATED BASED UPON THIS AGREEMENT BETWEEN THE BUYER(S) AND THE SELLER(S). Seller(s) agrees to pay all taxes, fees, and assessments that are a lien against the premises as of the time of closing. Further, at closing, the immediately previous December and July, if any, tax bills will be prorated as paid in advance based upon the current year of January 1st through December 31st and July 1st through June 30th respectively, unless otherwise agreed to herein. **Other: No taxes owed.**

9. **LOCAL MUNICIPALITIES' TAXES MAY BE BASED ON DIFFERENT DUE DATES AND HAVE NO EFFECT ON TAX PRO- RATINGS AGREED UPON IN THIS PURCHASE AGREEMENT.**

Buyer(s) acknowledge that they are responsible for all real estate tax bills due after date of closing.

The Personal Residence Exemption Status of the above named property and the potential property assessment increase due to change of ownership should be verified by Buyer(s) with the taxing entity.

10. **BUYER(S) AGREES** that they have examined the before identified property, the Seller(s)'s property disclosure, if applicable and agrees to accept the same "AS IS" unless otherwise hereafter specified: _____

11. **ALL REQUESTED INSPECTIONS AND TESTS BELOW MUST BE COMPLETED BY** 10 DAYS OF (DATE)
ACCEPTANCE

12. **UNLESS OTHERWISE AGREED TO BELOW.** If not satisfied with the condition of the property, the Buyer(s) shall notify the Seller(s) in writing with a copy of the inspection report(s) if requested specifying any defective or unsatisfactory condition(s), no later than 5 calendar days following inspection. **If no written notice of a defective condition is received or no inspection or test is held within the time allotted, the right to inspect shall be deemed waived and the Buyer(s) accepts the property "as is".** In the event of a timely and valid notice of unsatisfactory defect or unsatisfactory test result, the Buyer(s) shall have the option to request Seller(s) to correct the defect, or terminate this agreement with full refund of the Earnest Money Deposit to the Buyer(s). In the event Buyer(s) requests a correction of the defect, Seller(s) has the option to **notify in writing within 5 calendar days of said notice** agreeing to correct the defect as outlined above or the **Buyer(s) Earnest Money Deposit will be returned in full termination of this agreement.**

- a. Yes No **WELL/WATER TEST:** Sale subject to Buyer(s)'s receipt and satisfaction of well /water test.
Test to be paid by: Seller(s) Buyer(s)
- b. Yes No **SEPTIC TEST:** Sale subject to Buyer(s) receipt and satisfaction of septic test.
Test to be paid by: Seller(s) Buyer(s)
- c. Yes No **RADON TEST:** Sale subject to Buyer(s)'s receipt and satisfaction of radon test.
Test to be paid by: Seller(s) Buyer(s)
- d. Yes No **PERCOLATION TEST:** Sale subject to Buyer(s)'s receipt and satisfaction of perk test.
Test to be paid by: Seller(s) Buyer(s)
- e. Yes No **INFESTATIONS TEST FOR WOOD DESTROYING INSECTS:** Sale subject to Buyer(s)'s receipt and satisfaction of infestations test for wood destroying insects by licensed contractor.
Test to be paid by: Seller(s) Buyer(s)
- f. Yes No **SURVEY:** Sale subject to Buyer(s)'s receipt and satisfaction of a **MORTGAGE** Yes No **STAKE** Yes No
Survey to be paid by: Seller(s) Buyer(s)
- g. Yes No **HOME INSPECTION:** Sale subject to Buyer(s) receipt and satisfaction of inspection
Inspection to be paid by: Seller(s) Buyer(s) To be completed by: _____ (date)
- h. Yes No **OTHER INSPECTION OF:** _____
Test to be paid by: Seller(s) Buyer(s)

NOTICE: If mortgage report (survey) is required by mortgage lender, said lender may deny financing due to easements, encroachments or other unforeseen circumstances. Buyer(s) shall be required to pay for said inspection unless otherwise agreed to in writing.

NOTICE: Lender may require the above-mentioned inspection(s) as a condition of financing. If checked "no" and lender requires this report, Buyer(s) shall be required to pay for said inspection unless otherwise agreed to in writing.

LENDER REQUIRED REPAIRS, if any, shall be paid by:

Seller(s) not to exceed \$_____. Buyer(s) not to exceed \$_____.

i. Yes No **HOME WARRANTY**
Paid for by: Seller Buyer

13. **RECEIPT OF DISCLOSURES**-Buyer(s) acknowledge that they have received copies of the following: Lead Based Paint Seller(s)'s Disclosure Land Division Act, P.A. 87 Exempt under Sellers Disclosure Act #92 of 1993.

14. **"TIME IS OF THE ESSENCE"**- With respect to this agreement, the parties agree that no extensions of time limits are binding unless specifically agreed to in writing. This agreement shall be construed without regard to the party or parties responsible for its preparation.

15. **DEFAULT**-In the event Seller(s) or Buyer(s) defaults in the completion of this transaction, Seller(s) or Buyer(s) may pursue his or her legal or equitable remedies. In the event of Buyer(s) default, the earnest money deposit shall be forfeited.

16. **DEPOSIT**-The Buyer(s) herewith deposit the sum of Five Hundred Dollars (\$ 500.00) in the form of check, as goodwill or earnest money that Buyer(s) will comply with the terms and conditions hereof and within the time limited therefore, which sum is to be credited on the purchase price in the event the sale is completed or refunded forthwith if offer is not accepted by Seller(s) making this agreement null and void.

17. **RECEIPT**- Seller(s) on this date, acknowledges receipt from the Buyer(s) of the amount of earnest money herein before mentioned. All deposits are to be held by the Seller(s), unless otherwise specified, in accordance with the terms hereof and in accordance with the current regulations of the Michigan Department of Consumer and Industry Services. Or unless otherwise specified: _____

18. **SARGENT'S TITLE COMPANY TO ACT AS ESCROW AGENT**- If the deposit is held by Sargent's Title Company, the parties to this Offer To Purchase agree as follows:

- a. In the event the parties do not complete this transaction the monies held in escrow shall be released by mutual consent of both parties or by an order of the court only.
- b. In the event this transaction does not occur and the monies are released in accordance with sub paragraph a. above, the sum of \$200 shall be retained by Sargent's Title Company for services rendered.
- c. If this paragraph is used this document must be acknowledged by escrow agent.

Date _____ By _____
SARGENT'S TITLE COMPANY

19. **OTHER TERMS AND CONDITIONS**- TENTATIVE CLOSING DATE 10/09/18

20. **AGREEMENT**: The Buyer(s) and Seller(s) agree that they have read this document and understand thoroughly the contents herein and agree that there are no different or additional written or verbal understandings. The covenants herein, shall also bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective parties. This entire agreement supercedes any and all understandings and agreements. **The Buyer(s) and the Seller(s) agree that a facsimile transmission or electronic signature of any original document shall have the same effect as an original. Any signature required on an original shall be considered complete when a facsimile copy has been signed.**

21. **ACKNOWLEDGEMENT**- Buyer(s), by signing this offer, further acknowledges receipt of a copy of this written offer.

Buyer(s) has the right to rescind this offer in writing until notice is given to Buyer(s) of acceptance. If notice of acceptance of this offer by the Seller(s) is not given by (Date) _____ at _____ AM/PM, this offer will expire and be of no further force and effect.

KATHRYN DOBEK MARRIED Kathryn DobeK (Date) 8/29/18
Buyer: Print Name Marital Status Buyer: Signature

Buyer: Print Name Marital Status Buyer: Signature (Date) _____

Address: 7455 MORRISH RD. City: SWARTZ State: MI Zip: 48473 Phone: 248-240-1880
CREEK

Witness _____

22. **SELLER(S)'S ACCEPTANCE**- Seller(s)'s hereby accept the Buyer(s)'s offer and acknowledge receipt of a copy of this agreement.

Seller: Print Name Marital Status Seller: Signature (Date) _____

Seller: Print Name Marital Status Seller: Signature (Date) _____

Address: _____ City: _____ State: _____ Zip: _____ Phone: _____

Witness _____

23. **COUNTER OFFER**- This Purchase Agreement is amended as follows: _____

Seller(s) has the right to rescind this offer in writing and accept other offers until notice is given to Seller(s) of Buyer(s) acceptance. If notice of acceptance of this offer by the Buyer(s) is not given by (Date) _____ at _____ AM/PM, this offer will expire and be of no further force and effect.

Seller: Print Name Marital Status Seller: Signature (Date) _____

Seller: Print Name Marital Status Seller: Signature (Date) _____

Address: _____ City: _____ State: _____ Zip: _____ Phone: _____

24. **BUYER'S ACCEPTANCE OF COUNTER OFFER**- (Date) _____, at _____ AM/PM. In the event the acceptance was subject to certain changes from Buyer(s)'s offer, Buyer(s) agrees to accept said changes, and all other terms and conditions remain unchanged.

Kathryn DobeK
Buyer: Signature

Buyer: Signature

Witness

Date

HOW DO I KNOW IF MY CHILD IS AFFECTED?

Is your child:

- *cranky?
- *vomiting?
- *tired?
- *complaining of stomachaches or headaches?
- *unwilling to eat or play?
- *unable to concentrate?
- *hyperactive?
- *Playing with children who have these symptoms?

These can be signs of lead poisoning. However, your children might not show these signs and yet be poisoned; only your clinic or Doctor can test for sure.

WHAT CAN I DO ABOUT IT?

Your child should first be tested for lead in the blood between six months and one year old. Ask the clinic or your doctor to do it during a regular checkup. Your doctor will tell you how often you should have your child tested after that. A small amount of lead in the blood may not make your child seem very sick, but it can affect how well he or she can learn. If your child does have high amounts of lead in the blood, you should seek treatment and have your home tested for lead-based paint and lead dust.

HOW DO I KNOW IF MY HOME HAS LEAD-BASED PAINT?

The appraisal does not determine whether a home actually has lead-based paint. It only identifies whether there are defective paint surfaces in a home that might have lead-based paint. Therefore, the only way you can know for sure is to have the home tested by a qualified firm or laboratory. Both the interior and exterior should be tested. You should contact your local health or environmental office for help.

WHAT DO I DO IF MY HOME DOES HAVE LEAD?

Do not try to get rid of lead-based paint yourself, you could make things worse for you and your family. If your home contains lead-based paint, contact a company that specializes in lead-based paint abatement. Have professionals do the job correctly and safely. This may cost thousands of dollars, depending on the amount of lead-based paint and lead dust found in your home, but it will also protect you and your children from the effects of lead poisoning. In the meantime, there are things you can do immediately to protect your child:

THE IMPORTANCE OF A HOME INSPECTION

HUD does not warrant the condition of a property. It is important for you to have a home inspection performed on the property you wish to purchase in order to identify any possible defects. Up to \$200 of the cost to perform the inspection may be financed into your mortgage. Names of home inspection companies can be found in the yellow pages of your telephone directory under the heading "Home Inspection Services."

8/29/18
Date

Kathryn Dobak
Signature(s)

NOTICE TO PURCHASERS AND RENTERS OF HOUSING CONSTRUCTED BEFORE 1978

WATCH OUT FOR LEAD-BASED PAINT POISONING!

If the home you intend to purchase or rent was built before 1978, it may contain lead-based paint. About three out of every four pre-1978 buildings have lead-based paint.

WHAT IS LEAD POISONING?

Lead poisoning means having high concentrations of lead in the body.
LEAD CAN:

- o Cause major health problems, especially in children under 7 years old.
- o Damage a child's brain, nervous system, kidneys, hearing, or coordination.
- o Affect learning.
- o Cause behavior problems, blindness, and even death.
- o Cause problems in pregnancy and affect a baby's normal development.

WHO GETS LEAD POISONING?

Anyone can get it, but children under 7 are at the greatest risk, because their bodies are not fully grown and are easily damaged. The risk is worse if the child:

- o Lives in an older home (built/constructed before 1978, and even more so before 1960.
- o Does not eat regular meals (an empty stomach accepts lead more easily).
- o Does not eat enough foods with iron or calcium.
- o Has parents who work in lead-related jobs.
- o Has played in the same places as brothers, sisters, and friends who have been lead poisoned. (Lead poison cannot be spread from person to person. It comes from contact with lead.

Women of childbearing age are also at risk, because lead poisoning can cause miscarriages, premature births, and the poison can be passed onto their unborn babies.

SELLER'S DISCLOSURE STATEMENT



Property Address: 5256 Don Shenk Drive
Street

Swartz Creek
City/Village or Township

MICHIGAN

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering, or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.**

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.**

Instructions to the Seller: (1) Answer all questions. (2) Report known conditions affecting the property. (3) Attached additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances / Systems / Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available
Range/Oven	<input checked="" type="checkbox"/>			
Dishwasher	<input checked="" type="checkbox"/>			
Refrigerator				<input checked="" type="checkbox"/>
Hood / Fan				<input checked="" type="checkbox"/>
Disposal	<input checked="" type="checkbox"/>			
TV Antenna, TV Rotor & Controls				<input checked="" type="checkbox"/>
Electrical System	<input checked="" type="checkbox"/>			
Garage Door Opener & Remote Control				<input checked="" type="checkbox"/>
Alarm System				<input checked="" type="checkbox"/>
Intercom				<input checked="" type="checkbox"/>
Central Vacuum				<input checked="" type="checkbox"/>
Attic Fan				<input checked="" type="checkbox"/>
Pool Heater, Wall Liner & Equipment				<input checked="" type="checkbox"/>
Microwave	<input checked="" type="checkbox"/>			
Trash Compactor				<input checked="" type="checkbox"/>
Ceiling Fan				<input checked="" type="checkbox"/>
Sauna/Hot Tub				<input checked="" type="checkbox"/>
Washer				<input checked="" type="checkbox"/>

	Yes	No	Unknown	Not Available
Lawn Sprinkler System				<input checked="" type="checkbox"/>
Water Heater	<input checked="" type="checkbox"/>			
Plumbing System	<input checked="" type="checkbox"/>			
Water Softener / Conditioner				<input checked="" type="checkbox"/>
Well & Pump				<input checked="" type="checkbox"/>
Septic Tank & Drain Field				<input checked="" type="checkbox"/>
Sump Pump				<input checked="" type="checkbox"/>
City Water System	<input checked="" type="checkbox"/>			
City Sewer System	<input checked="" type="checkbox"/>			
Central Air Conditioning	<input checked="" type="checkbox"/>			
Central Heating System	<input checked="" type="checkbox"/>			
Wall Furnace				<input checked="" type="checkbox"/>
Humidifier				<input checked="" type="checkbox"/>
Electric Air Filter				<input checked="" type="checkbox"/>
Solar Heating System				<input checked="" type="checkbox"/>
Fireplace & Chimney				<input checked="" type="checkbox"/>
Wood Burning System				<input checked="" type="checkbox"/>
Dryer				<input checked="" type="checkbox"/>

Explanations (attach additional sheets if necessary): _____

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXPECT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

1. **Basement/Crawlspace:** Has there been evidence of water? Yes _____ No
If yes, please explain: _____

2. **Insulation:** Describe, if known: _____
Urea Formaldehyde Foam Insulation (UFFI) is installed? Unknown Yes _____ No _____

3. **Roof:** Leaks? _____
Approximate age if known: 2018 Installation Yes _____ No

4. **Well:** Type of well (depth/diameter, age and repair history, if known): _____
Has the water been tested? _____
If yes, date of last report/results: _____ Yes _____ No _____

5. **Septic Tanks/Drain Fields:** Condition, if known: _____

INITIAL AS



6. Heating System: Type/approximate age: Forced Air/2018 Installation

7. Plumbing System: Type: copper galvanized _____ other _____
Any known problems: _____

8. Electrical System: Any known problems? No

9. History of Infestation, if any: (termites, carpenter ants, etc.) No

10. Environmental problems: Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property? Unknown _____ Yes _____ No
If yes, please explain: _____

11. Flood insurance: Do you have flood insurance on the property? Unknown _____ Yes _____ No

12. Mineral rights: Do you own the mineral rights? Unknown Yes _____ No _____

Other items: Are you aware of any of the following

1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an affect on the property? Unknown Yes _____ No _____
2. Any encroachments, easements, zoning violations or nonconforming uses? Unknown _____ Yes _____ No
3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowner's association that has any authority over the property? Unknown _____ Yes _____ No
4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors? Unknown _____ Yes _____ No
5. Settling, flooding, drainage, structural, or grading problems? Unknown _____ Yes _____ No
6. Major damage to the property from fire, wind, floods, or landslides? Unknown _____ Yes _____ No
7. Any underground storage tanks? Unknown _____ Yes _____ No
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc? Unknown _____ Yes _____ No
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? Unknown _____ Yes _____ No
10. Any outstanding municipal assessments or fees? Unknown _____ Yes _____ No
11. Any pending litigation that could affect the property or the Sellers right to convey the property? Unknown _____ Yes _____ No

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: 1. Fence ownership is unknown.

The Seller has lived in the residence on the property from NA (date) to NA (date).
The Seller has owned the property since July 18, 2017 (date).

The Seller has indicated above condition of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to the Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information on this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYER IS ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller [Signature] Date 6/29/18
Seller _____ Date _____

Buyer has read and acknowledges receipt of this statement.
Buyer Kathryn Dobek Date 08/29/18 Time 3:12 PM
Buyer _____ Date _____ Time _____

Disclaimer: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and the details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for the use or misuse of the form for misrepresentation or for warranties made in connection with the form.



Seller's Disclosure Statement
FORM MH-019(5/04)
Effective January 1, 2006

Page 2 of 2
INITIAL [Signature]



Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S ACKNOWLEDGEMENT (initial)

KD (c) Purchaser has received copies of all information listed above.

KD (d) Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.

KD (e) Purchaser has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGEMENT (initial)

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller [Signature] Date: 8/29/18 Purchaser Kathryn Dobak Date: 8/29/18

Seller _____ Date: _____ Purchaser _____ Date: _____

Agent _____ Date: _____ Agent _____ Date: _____

Note: Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet Protect Your Family From Lead in Your Home for more information.

In recent years some uses of lead in products that could cause lead poisoning have been reduced or banned. This is true for lead in gasoline, lead in solder used in water pipes, and lead in paint. Still a great deal of lead remains in and around older homes, and lead-based paint and accompanying lead dust are seen as major sources.