

**City of Swartz Creek
AGENDA**

**Special Council Meeting, Thursday, October 28, 2021, 6:00 P.M.
Paul D. Bueche Municipal Building, 8083 Civic Drive Swartz Creek, Michigan 48473
THIS WILL BE A HYBRID MEETING, WITH IN PERSON ATTENDANCE BY COUNCIL MEMBERS.**

1. **CALL TO ORDER:**
2. **INVOCATION:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES: None**
5. **APPROVE AGENDA:**
 - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
 - 6A. City Managers Report MOTION Pg. 8
 - 6B. 8067 Miller Road Sale Instruments Pg. 11
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. 8067 Miller Road Final Sale Determination RESO Pg. 9
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 10

Next Month Calendar

Planning Commission:	Tuesday, November 2, 2021, 7:00 p.m., PDBMB
Park Board:	Wednesday, November 3, 2021, 5:30 p.m., PDBMB
City Council:	Monday, November 8, 2021, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, November 11, 2021, 6:00 p.m., PDBMB
Fire Board:	Monday, November 15, 2021, 6:00 p.m., Public Safety Building
Zoning Board of Appeals:	Wednesday, November 17, 2021, 6:00 p.m., PDBMB
City Council:	Monday, November 22, 2021, 7:00 p.m., PDBMB
Metro Police Board:	Thursday, November 24, 2021, 10:00 a.m., Metro HQ

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
VIRTUAL SPECIAL CITY COUNCIL MEETING ACCESS INSTRUCTIONS
THURSDAY, OCTOBER 28, 2021, 6:00 P.M.**

The special virtual meeting of the City of Swartz Creek city council is scheduled for **October 28, 2021** starting at 6:00 p.m. and will be conducted virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 and rules promulgated by the Michigan Department of Health and Human Services.

To comply with the **Americans with Disabilities Act (ADA)**, any citizen requesting accommodation to attend this meeting, and/or to obtain the notice in alternate formats, please contact Connie Olger, 810-429-2766 48 hours prior to meeting,

Zoom Instructions for Participants

To join the conference by phone:

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID** number (also provided below) when prompted using your touch-tone (DTMF) keypad.

Before a videoconference:

1. You will need a computer, tablet, or smartphone with speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. Details, phone numbers, and links to videoconference or conference call is provide below. The details include a link to **“Join via computer”** as well as phone numbers for a conference call option. It will also include the 9-digit Meeting ID.

To join the videoconference:

1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

You may also join a meeting without the link by going to join.zoom.us on any browser and entering the Meeting ID provided below.

If you are having trouble hearing the meeting, you can join via telephone while remaining on the video conference:

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID number** (also provided below) when prompted using your touchtone (DMTF) keypad.
3. If you have already joined the meeting via computer, you will have the option to enter your participant ID to be associated with your computer.

Participant controls in the lower left corner of the Zoom screen:



Using the icons in the lower left corner of the Zoom screen you can:

- Mute/Unmute your microphone (far left)
- Turn on/off camera (“Start/Stop Video”)
- Invite other participants
- View participant list-opens a pop-out screen that includes a “Raise Hand” icon that you may use to raise a virtual hand during Call to the Public
- Change your screen name that is seen in the participant list and video window
- Share your screen

Somewhere (usually upper right corner on your computer screen) on your Zoom screen you will also see a choice to toggle between “speaker” and “gallery” view. “Speaker view” show the active speaker.

Connie Olger is inviting you to a scheduled Zoom meeting.

Topic: Swartz Creek City Council Meeting

Time: October 28, 2021 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83096401128>

Meeting ID: 830 9640 1128

One tap mobile

+13017158592,,83096401128# US (Washington DC)

+13126266799,,83096401128# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 830 9640 1128

Find your local number: <https://us02web.zoom.us/u/kz4Jb4etg>

If you have any further questions or concern, please contact 810-429-2766 or email colger@cityofswartzcreek.org.

A copy of this notice will be posted at City Hall, 8083 Civic Drive, Swartz Creek, Michigan.

CITY OF SWARTZ CREEK VIRTUAL (ELECTRONIC) MEETING RULES AND PROCEDURES

In order to conduct an effective, open, accessible, and professional meeting, the following protocols shall apply. These protocols are derived from the standard practices of Swartz Creek public meetings, Roberts Rules of Order, the City Council General Operating Procedures, and other public board & commission procedures. These procedures are adopted to govern participation by staff, councilpersons and members of the public in all City meetings held electronically pursuant to PA 228 of 2020. Note that these protocols do not replace or eliminate established procedures or practices. Their purpose is to augment standing expectations so that practices can be adapted to a virtual meeting format.

The following shall apply to virtual meetings of the city's public bodies that are held in accordance with the Open Meetings Act.

1. Meetings of the City Council, Planning Commission, Zoning Board of Appeals, Downtown Development Authority, Park Board, or committees thereunder may meet electronically or permit electronic participation in such meetings insofar as (1) the Michigan Department of Health and Human Services restricts the number of persons who can gather indoors due to the COVID-19 pandemic; (2) persons have an illness, injury, disability or other health-related condition that poses a risk to the personal health or safety of members of the public or the public body if they were to participate in person; or (3) there is in place a statewide or local state of emergency or state of disaster declared pursuant to law or charter by the governor or other person authorized to declare a state of emergency or disaster.
2. All meetings held hereunder must provide for two-way communication so that members of the public body can hear and respond to members of the general public, and vice versa.
3. Members of the public body who participate remotely must announce at the outset of the meeting that he/she is in fact attending the meeting remotely and by further identifying the specific physical location (by county, township, village and state) where he/she is located. The meeting minutes must include this information.
4. Notice of any meeting held electronically must be posted at the City Offices at least 18 hours before the meeting begins and must clearly explain the following:
 - (a) why the public body is meeting electronically;
 - (b) how members of the public may participate in the meeting electronically, including the specific telephone number, internet address or similar log-in information needed to participate in the meeting;
 - (c) how members of the public may contact members of the public body to provide input or ask questions on any business that will come before the public body at the meeting;
 - (d) how persons with disabilities may participate in the meeting.

5. The notice identified above must also be posted on the City's website homepage or on a separate webpage dedicated to public notices for non-regularly scheduled or electronic public meetings that is accessible through a prominent and conspicuous link on the website's homepage that clearly describes the meeting's purpose.
6. The City must also post on the City website an agenda of the meeting at least 2 hours before the meeting begins.
7. Members of the public may offer comment only when the Chair recognizes them and under rules established by the City.
8. Members of the public who participate in a meeting held electronically may be excluded from participation in a closed session that is convened and held in compliance with the Open Meetings Act.

MAINTAINING ORDER

Public body members and all individuals participating shall preserve order and shall do nothing to interrupt or delay the proceedings of public body.

All speakers shall identify themselves prior to each comment that follows another speaker, and they shall also indicate termination of their comment. For example, "Adam Zettel speaking. There were no new water main breaks to report last month. That is all."

Any participants found to disrupt a meeting shall be promptly removed by the city clerk or by order of the Mayor. Profanity in visual or auditory form is prohibited.

The public body members, participating staff, and recognized staff/consultants/presenters shall be the only participants not muted by default. All other members must request to speak by raising their digital hand on the virtual application or by dialing *9 on their phone, if applicable.

MOTIONS & RESOLUTIONS

All Motions and Resolutions, whenever possible, shall be pre-written and in the positive, meaning yes is approved and no is defeated. All motions shall require support. A public body member whom reads/moves for a motion may oppose, argue against or vote no on the motion.

PUBLIC ADDRESS OF COUNCIL

The public shall be allowed to address a public body under the following conditions:

1. Each person who wishes to address the public body will be first recognized by the Mayor or Chair and requested to state his / her name and address. This applies to staff, petitioners, consultants, and similar participants.
2. Individuals shall seek to be recognized by raising their digital hand as appropriate on the digital application.

3. Petitioners are encouraged to appropriately identify their digital presence so they can be easily recognized during business. If you intend to call in only, please notify the clerk in advance of your phone number.
4. The city clerk shall unmute participants and the members of the public based upon the direction of the mayor or chair. Participants not recognized for this purpose shall be muted by default, including staff, petitioners, and consultants.
5. Individuals shall be allowed five (5) minutes to address the public body, unless special permission is otherwise requested and granted by the Mayor or Chair.
6. There shall be no questioning of speakers by the audience; however, the public body, upon recognition of the Mayor or Chair, may question the speaker.
7. No one shall be allowed to address the public body more than once unless special permission is requested, and granted by the Mayor or Chair.
8. One spokesperson for a group attending together will be allowed five (5) minutes to address the public body unless special permission has been requested, and granted by the Mayor or Chair.
9. Those addressing the public body shall refrain from being repetitive of information already presented.
10. All comments and / or questions shall be directed to and through the Mayor or Chair.
11. Public comments (those not on the agenda as speakers, petitioners, staff, and consultants) are reserved for the two "Public Comment" sections of the agenda and public hearings.

VOTING RECORD OF PUBLIC BODIES

All motions, ordinances, and resolutions shall be taken by "YES" and "NO" voice vote and the vote of each member entered upon the journal.

City of Swartz Creek
CITY MANAGER'S REPORT
Special Council Meeting of Thursday, October 28, 2021 - 6:00 P.M.

TO: ***Honorable Mayor, Mayor Pro-Tem & Council Members***

FROM: **Adam Zettel, City Manager**

DATE: **October 26, 2021**

✓ **8067 MILLER ROAD** *(Update)*

The city approved the addendum to sell 8067 Miller on September 27th. The instrument has been available for public inspection for 30 days. As of writing, we have not received any comments. We will deliver any such comments to the council should we received any. At this point, the perspective owners are moved in and current on their temporary lease. The sale instruments are in order, and a closing is set for Friday, October 29th at 11am. I see no reason to delay! A resolution is included for final disposition.

**City of Swartz Creek
RESOLUTIONS**

Special Council Meeting, Thursday, October 28, 2021, 6:00 P.M.

Motion No. 211028-5A **AGENDA APPROVAL**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Special Council Meeting of October 28, 2021, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 211028-6A **CITY MANAGER'S REPORT**

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager's Report of October 28, 2021, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 211028-8A **RESOLUTION TO APPROVE FINAL SALE OF REAL
PROPERTY OWNED BY THE CITY LOCATED AT 8067
MILLER ROAD**

Motion by Councilmember: _____

WHEREAS, the city owns a single family home located at 8067 Miller Road, PID 58-02-529-021; and

WHEREAS, after acquiring an easement for public use from the site, the community has been engaged in finding a preferred option for the permanent use of this parcel; and

WHEREAS, the city's various boards and commissions have found that the rehabilitation of the home for use as a single family residence or live-work space is the preferred option; and

WHEREAS, the city has rehabilitated the home and listed it for sale; and

WHEREAS, a buyer has made an offer to purchase the home for the price of \$192,500, with a closing date of September 15, 2021; and

WHEREAS, the city council approved the offer at its meeting on July 26, 2021 and affirmed the offer on September 13, 2021; and

WHEREAS, the property appraised below the agreed purchase price with two separate appraisals; and

WHEREAS, the buyer and city amended the purchase agreement on September 27, 2021 to a price to \$185,000, including a monthly lease for the property at \$2,000 a month until closing, at or around October 28, 2021; and

WHEREAS, the amendment was made available for public inspection for 30 days per the city’s land sale policy.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council authorizes the final sale of 8067 Miller Road per the agreement and addendum as previously approved by the city council.

BE IT FURTHER RESOLVED, the City of Swartz Creek City Council designates, authorizes, and directs the Mayor to act as signatory and to execute any and all sale and transfer instruments required to transfer the property at closing.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 211028-11A

ADJOURN

Motion by Councilmember: _____

I Move the Swartz Creek City Council adjourn the special council meeting of October 28, 2021.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____



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



1. **AGENCY AGREEMENT** – The Buyer(s) are in receipt of the Agency Disclosure Form and acknowledge selecting the following agency representation as marked below:

- Seller's Agent
- Buyer's Agent
- Transaction Coordinator
- Designated Seller's Agent
- Designated Buyer's Agent
- Dual Agent Representing both the Seller(s) and the Buyer(s)

2. **OFFER TO PURCHASE** – The undersigned, hereinafter known as "Buyer(s)" hereby agrees to purchase property listed with **RE/MAX SELECT** And purchased through **ATLAS REAL ESTATE**, the property commonly known as **8067 MILLER ROAD, SWARTZ CREEK, MI 48472** and legally described as **W 55 FT OF LOT 2 BLK 1 AND W 55 FT OF LOT 4 BLK 1 VILLAGE OF SWARTZ CREEK SEC 2 T6N R5E**

(Property size and square footage of all structures located herein are approximate and not guaranteed.)

Tax I.D. # **58-02-529-021** and located in the City Village Township of **SWARTZ CREEK**
County of **GENESEE** Michigan, subject to all existing building and use restrictions, easements and zoning ordinances, if any, and to pay therefore, the sum of **(\$192,500)**
ONE HUNDRED NINETY TWO THOUSAND FIVE HUNDRED AND 00/100 ----- 00/100 Dollars.

3. **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 upon the delivery of a recordable Warranty Deed conveying title in the condition provided for herein. Funds to be verified on or before _____, payable in the form of a cashier's check or certified funds.
- 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 **CONVENTIONAL** mortgage, at no cost to the Seller(s) unless agreed to in writing, amortized for no less than **30** years, in the amount of **80** % of purchase price, which Buyer(s) agrees to make written application by (Date) **8/1/2021** at **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*** (Definition: 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) **8/27/2021** at **(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*** (Definition: All approval conditions have been satisfied, the loan is approved and funds are available to close.) by (Date) **9/3/2021** at **(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 interest in land contract.

Buyer(s) to pay the difference (approximately \$) between the purchase price and the balance as of the 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 MORTGAGE(S) 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 taxes 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).

4. PURSUANT TO THE ABOVE IDENTIFIED TERMS OF PURCHASE, SELLER(S) AND BUYER(S) AGREE TO CLOSE ON OR BEFORE 9/15/2021 (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 hood; 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 fuels in tank(s) 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 fixture permanently affixed to the property.
INCLUDED: SEE PERSONAL PROPERTY SHEET

6. TITLE – As evidence of title, Seller(s) agrees to furnish Buyer(s) at Seller(s)'s cost, a title commitment and after closing, a policy of title insurance 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 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. Seller(s) further agree and authorize said REALTOR® to retain and deposit in REALTOR®'s or designee's Trust Account, monies agreed upon during Seller(s)'s occupancy. Seller(s) further authorizes said REALTOR® or designee to disburse said funds necessary following possession, paying to Buyer(s) the amount due and returning to Seller(s) the unused portion as determined by the date property is vacated and keys surrendered to the Buyer(s) or the Listing REALTOR® and further paying the final water and sewer bill, if applicable, and disbursing remaining funds to the Seller(s). **The parties acknowledge that the REALTOR®(s) has no obligation implied or otherwise for seeing that the premises are vacated on the date specified or for the condition of the premises, etc., but is acting only as an escrow agent for holding of the occupancy deposit. If possession is for more than 50 days occupancy money is to be released in 30-day increments, if requested by Buyer(s).**

7a. At the time of possession, the Seller(s) will have the property free and clear of trash and debris. Buyer(s) acknowledges responsibility of transferring all utilities the day possession is given.

7b. Any notification received by the Seller(s) pertaining to the property must be disclosed to the Buyer(s) prior to closing.

7c. 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 PRO-RATED 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. Seller to pay all state and county transfer taxes. Further, at closing, the immediately previous December and July, if any, tax bills will be pro-rated 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.

LOCAL MUNICIPALITIES' TAXES MAY BE BASED ON DIFFERENT DUE DATES AND HAVE NO EFFECT ON TAX PRO-RATIONS 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.

9. **BUYER(S) AGREE(S)** – 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. SELLER shall maintain utilities and property in it's present condition until time of possession including but not limited to lawn care and snow removal. Seller is liable to buyer for damage to the property occurring after closing and before vacating, to the extent not covered by buyers homeowners policy, as well as for any deductible portions of a covered claim.

10. **HOME INSPECTIONS** - Yes No Buyer(s) Initials: AS Seller(s) Initials: DJ
Buyer(s) shall have the option for 7 calendar days after acceptance of this agreement to have the Home Inspection Completed by an Inspector of the Buyer(s) choice at the Buyer(s) expense. If not satisfied with the condition of the property, the Buyer(s) shall notify the Seller(s) and/or Seller(s)'s Agent in writing with a copy of the inspection report(s) specifying any defective, or unsatisfactory condition(s). If no written notice of a defective condition is received or no inspection is held within the time allotted, the right to inspect shall be deemed waived and the Buyer(s) shall accept 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)'s Earnest Money Deposit will be returned in full termination of this agreement.

IF BUYER(S) ELECT TO WAIVE THEIR INSPECTION OPPORTUNITY, they acknowledge that they are doing so against the advice of the REALTOR®(S) involved in this transaction.

11. ALL REQUESTED TESTS BELOW MUST BE COMPLETED BY

WITHIN 7 DAYS OF RECEIPT OF BUYERS MORTGAGE COMMITMENT. If not satisfied with the condition of the property, the Buyer(s) shall notify the Seller(s) and/or Seller(s)'s Agent in writing with a copy of the inspection report(s) specifying any defective or unsatisfactory condition(s), no later than 3 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) shall accept 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)'s Earnest Money Deposit will be returned in full termination of this agreement.

- Yes No **WELL TEST:** Sale subject to Buyer(s)'s receipt and satisfaction of well/water test.
Test to be paid by: Seller(s) Buyer(s)
- Yes No **SEPTIC TEST:** Sale subject to Buyer(s)'s receipt and satisfaction of septic test.
Test to be paid by: Seller(s) Buyer(s)
- 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)
- 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)
- Yes No **INSPECTION FOR WOOD DESTROYING INSECTS:** Sale subject to Buyer(s)'s receipt and satisfaction of inspection for wood destroying insects by licensed contractor.
Test to be paid by: Seller(s) Buyer(s)
- Yes No **OTHER INSPECTION:**
Test to be paid by: Seller(s) Buyer(s)
- 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)

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 \$0
- Buyer(s) not to exceed \$0

Yes No **Home Warranty** Paid for by: Seller(s) Buyer(s)

12. RECEIPT OF DISCLOSURES - Buyer(s) acknowledge that they have received copies of the following:

- Agency Disclosure
- Lead Based Paint
- Seller(s)'s Disclosure
- Land Division Act, P.A. 87
(see attachments, if any) [Metes & Bounds]

13. FEES OR CONSIDERATIONS - Buyer(s) and Seller(s) hereby acknowledge notice of the fact that REALTOR®(s) may accept a fee or consideration with regard to the placement of a loan, mortgage, home warranty, life, fire, theft, title insurance, casualty or hazard insurance arising from this transaction and expressly consent thereto as required by the provisions of rules promulgated under the Michigan Real Estate Licensing Law.

14. The Seller(s) and Buyer(s) agree that the terms of this transaction may be released to the NORTH OAKLAND COUNTY BOARD OF REALTORS for distribution according to the rules and regulations promulgated for distribution of the same.

15. **"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.

16. **BINDING ARBITRATION** - Any claim or demand of Seller(s) or Buyer(s) arising out of the agreement but limited to any dispute over the disposition of any earnest money deposits or arising out of or related to the physical condition of any property covered by this agreement, including without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the American Arbitration Association for residential arbitration. This is a voluntary agreement between the Buyer(s), Seller(s) and REALTOR® Broker/REALTOR® Agent(s). Failure to agree to arbitrate does not affect the validity of this agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of Michigan law governing arbitrations, MCL 600.5001; MSA 27A.5001, as amended, and the applicable court rules, MCR 3.602, as amended. **This agreement is enforceable as to all parties and REALTOR® Broker(s)/REALTOR® Agent(s) who have agreed to arbitrate as acknowledged by their initials below.** The terms of this provision shall survive the closing.

Seller(s) Initials	_____	Buyer(s) Initials	_____
REALTOR® Broker(s)/	_____	REALTOR® Broker(s)/	_____
REALTOR® Agent(s) Initials	_____	REALTOR® Agent(s) Initials	_____

17. **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.

18. **REALTOR®'S AUTHORIZATION** – The undersigned REALTOR®(s) is hereby authorized to present this offer to the Seller(s), and to obtain the Seller(s)' signature to which written acceptance of the Purchase Agreement, when signed, and acceptance conveyed to the buyer, shall constitute a binding agreement between Buyer(s) and Seller(s). The Buyer(s) herewith deposits the sum of **TWO THOUSAND FIVE HUNDRED AND 00/100** Dollars (**\$2,500.00**) in the form of * as good will 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. Said deposit must be verified in REALTOR®'s account before deposit can be refunded to Buyer(s).

19. **RECEIPT** - REALTOR® on this date, acknowledges receipt from the Buyer(s) of the amount of earnest money herein before mentioned. All deposits are to be held in the Selling REALTOR®'s trust account, 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: ***DEPOSIT IS PAYABLE WITHIN 2 DAYS OF ACCEPTANCE**

Date: _____ Office ID # **(275041)** Company: **ATLAS REAL ESTATE**
By: **JEFFERY R. DAWLEY** SALESPERSON, Perm. ID # **(132748)** Phone: **810-636-3400**

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, and both parties agree that neither party has relied on any representation of the REALTOR®, his/her REALTOR® salesperson(s) or REALTOR®'s agents concerning the fitness and condition of the property. **The REALTOR®(s) and his/her REALTOR® agents assume no responsibility for the condition of the property or for the performance of the contract. The parties hereto hold harmless the real estate offices and agents for any adverse conditions.** We acknowledge that REALTOR®(s) are not acting as appraisers, builders, accountants, environmentalists, inspectors, tax advisors, or lawyers. **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. The parties agree that originally signed facsimile copies of documents shall be appended to the originals thereof, and given full effect as if an original.**

21. **OTHER TERMS AND CONDITIONS** – **SUBJECT TO THE CLOSING OF BUYERS HOME LOCATED AT 6278 PATRICIA DR., GRAND BLANC, MI 48439 ON OR BEFORE SEPT., 10, 2021.**

22. **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) or Buyers Agent of Seller(s)'s acceptance. If notice of acceptance of this offer by the Seller(s) is not given by (Date) 7/25/2021 at 6:00 PM this offer will expire and be of no further force and effect.

CHAD TOMS
Buyer: Print Name

M
Marital Status

[Signature]
Buyer: Signature

DAWN TOMS
Buyer: Print Name

M
Marital Status

Dawn Toms
Buyer: Signature

Address: 6278 PATRICIA DRIVE

City: GRAND BLANC State: MI Zip: 48439 Phone: _____

[Signature]
Witness

(Date) 7/22/2021

23. **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

Seller: Print Name

Marital Status

Seller: Signature

Address: _____

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

(Date)

Witness

24. **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 Seller(s) or Listing Agent has received notice of Buyer(s)'s acceptance. If notice of acceptance of this offer by the Buyer(s) is not given by (Date) _____ at _____ AM, this offer will expire and be of no further force and effect.

Seller: Print Name

Marital Status

Seller: Signature

Seller: Print Name

Marital Status

Seller: Signature

Address: _____

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

(Date)

Witness

25. **BUYER(S)'S ACCEPTANCE OF COUNTER OFFER** – (Date) _____, at _____ AM. 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.

Buyer: Signature

Buyer: Signature

Witness

(Date)

26. **REALTOR® CONTACT INFORMATION** –

JEFFERY R. DAWLEY

Buyer(s) REALTOR® Name

ATLAS REAL ESTATE

Broker/Company Name

810-636-3400/810-869-3800 (CELL)

Company Phone Number

ANDREA FICK

Seller(s) REALTOR® Name

RE/MAX SELECT

Broker/Company Name

888-238-8888/ 810-397-4501(CELL)

Company Phone Number



**RE/MAX
Select**

Personal Property Sheet

IN CONNECTION WITH THE SALE OF 8067 Miller Rd. Swartz Creek, MI 48473
(Property Address)

This agreement is a part of the Purchase Agreement dated 7/1/2021

The following list of personal property is included in the purchase price and is conveyed "as is" with no warranty either expressed or implied, being of no monetary value.

<u>Refrigerator</u>	_____
<u>Appliance</u>	_____
<u>Dishwasher</u>	_____
<u>Microwave</u>	_____
_____	_____
_____	_____

It is hereby understood that Re/Max Select **DOES NOT** warranty or guarantee the condition, age or operation of the above items.

Further, Sellers and Purchasers hereby release and hold harmless Re/Max Select and its agents from any cost or liabilities that may occur in connection with the listed items.

The Sellers agree to convey to the Buyers the above personal property on consummation of this real estate sale.

[Signature]
Witness

[Signature]
Seller

[Signature]
Witness

Seller
Authentisign
[Signature]
7/21/2021 4:12:15 PM EDT

7-21-2021

Purchaser
Authentisign
Dawn Toms
7/22/2021 12:53:39 PM EDT

7-21-2021

Dated this 1 day of July, 2021

SELLER'S DISCLOSURE STATEMENT



Property Address: 8067 Miller Rd, Swartz Creek, MI 48473 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		Yes	No	Unknown	Not Available
Range/Oven	/				Lawn Sprinkler System		/		
Dishwasher	/				Water Heater	/			
Refrigerator	/				Plumbing System	/			
Hood / Fan	/				Water Softener / Conditioner	/			
Disposal	/				Well & Pump		/		
TV Antenna, TV Rotor & Controls		/			Septic Tank & Drain Field		/		
Electrical System	/				Sump Pump		/		
Garage Door Opener & Remote Control	/				City Water System	/			
Alarm System		/			City Sewer System	/			
Intercom		/			Central Air Conditioning	/			
Central Vacuum		/			Central Heating System	/			
Attic Fan			/		Wall Furnace		/		
Pool Heater, Wall Liner & Equipment				/	Humidifier			/	
Microwave	/				Electric Air Filter			/	
Trash Compactor	/				Solar Heating System		/		
Ceiling Fan	/				Fireplace & Chimney		/		
Sauna/Hot Tub	/				Wood Burning System		/		
Washer	/				Dryer	/			

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:

- Basement/Crawlspace: Has there been evidence of water? If yes, please explain: Typical of Michigan basement w/ water. No unusual or damaging water. Yes No
- Insulation: Describe, if known: Urea Formaldehyde Foam Insulation (UFFI) is installed? Unknown Yes No
- Roof: Leaks? Approximate age if known: Yes No
- Well: Type of well (depth/diameter, age and repair history, if known):
Has the water been tested? Yes No
If yes, date of last report/results:
- Septic Tanks/Drain Fields: Condition, if known:

INITIAL [Signature]
[Initials]

- 6. Heating System: Type/approximate age: Baler / N/A
- 7. Plumbing System: Type: copper galvanized other Unknown
Any known problems: _____
- 8. Electrical System: Any known problems? No
- 9. History of Infestation, if any: (termites, carpenter ants, etc.) _____
- 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? Alley 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: Public Alley easement

The Seller has lived in the residence on the property from _____ (date) to _____ (date)
The Seller has owned the property since 2020 (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 7/1/21
Seller _____ Date _____

Buyer has read and acknowledges receipt of this statement.
Buyer [Signature] Date 7-21-2021 Time _____
Buyer Dawn Jans Date 7-21-2021 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.



INITIAL [Signature]



DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Our Home At 80107 Miller Ln Was Built In: 1917 Dated: 7/1/2021

Seller: City of Swartz Creek Seller: _____

LEAD WARNING STATEMENT:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property might present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

NOTE: IF THE HOUSING BEING LISTED OR SOLD WAS BUILT IN 1978 OR AFTER - YOU DO NOT HAVE TO FILL OUT THE REMAINDER OF THIS FORM.

SELLER'S DISCLOSURE (Initial)

NA (A) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing

(Explain) _____

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(B) Records and Reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

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

PURCHASER'S ACKNOWLEDGEMENT (Initial)

DJ (C) Purchaser has received copies of all information listed above.

DJ (D) Purchaser has received the pamphlet "Protect Your Family from Lead In Your Home".

DJ (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 for the presence of lead-based and or lead-based paint hazards.

Agent's Acknowledgement (Initial)

[Signature] (F) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibilities 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: 7/1/21 Purchaser: [Signature] Date: 7-21-2021

Seller: [Signature] Date: _____ Purchaser: Dawn Joms Date: 7-21-2021

Agent: [Signature] Date: 7/1/21 Agent: [Signature] Date: 7-21-2021

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.



Disclosure Regarding Real Estate Agency Relationships



Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee.

As of Jan. 1, 1994 Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

- A broker or salesperson may function in any of the following capacities:
 - represent the seller as an authorized seller's agent or subagent
 - represent the buyer as an authorized buyer's agent or subagent
 - represent both the seller and buyer as a disclosed dual agent, authorized by both the seller and buyer
 - represent neither the seller or buyer as an agent, but provide services authorized by the seller or buyer to complete a transaction as a transaction coordinator

SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

- The duties that a seller's agent and subagent owes to the seller include:
- promoting the best interests of the seller
 - fully disclosing to the seller all facts that might affect or influence the seller's decision to accept an offer to purchase
 - keeping confidential the seller's motivations for selling
 - presenting all offers to the seller
 - disclosing to seller all information known to the seller's agent about the identity of all buyers and the willingness of those buyers to complete the sale or to offer a higher price.

BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent and who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

- The duties a buyer's agent and subagent owe to the buyer include:
- promoting the best interests of the buyer
 - fully disclosing to the buyer all facts that might affect or influence the buyer's decision to tender an offer to purchase
 - keeping confidential the buyer's motivations for buying
 - presenting all offers on behalf of the buyer
 - disclosing to the buyer all information known to the buyer's agent about the willingness of the seller to complete the sale or to accept a lower price.

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer. The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction.

The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party. The transaction coordinator is not the advocate of either party and therefore has no obligation to "negotiate" for a third party. The responsibilities of the transaction coordinator typically include:

- providing access to and the showing of the property
- providing access to market information
- providing assistance in the preparation of a buy and sell agreement which reflects the terms of the parties agreement
- presenting a buy and sell agreement and any subsequent counter offers
- assisting all parties in undertaking all steps necessary to carry out the agreement, such as the execution of documents, the obtaining of financing, the obtaining of inspections, etc.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

LICENSEE DISCLOSURE (Check One)

- I hereby disclose that the agency status of the licensee named below is:
- Seller's agent (I will not be representing the buyer unless otherwise agreed in writing.)
 - Buyer's agent
 - Dual agent
 - Transaction coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
 - None of the above

AFFILIATED LICENSEE DISCLOSURE (Check One)

- Check here if acting as a designated agent. Only the licensee's broker and named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form is provided to the buyer or seller before disclosure of any confidential information.

Licensee: *[Signature]*
 Licensee: _____
 Licensee: _____

Date: 7-21-2021
 Date: _____
 Date: _____

ACKNOWLEDGMENT:

By signing below, the parties confirm that they have received and read the information in this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers. THIS IS NOT A CONTRACT.

Potential Buyer: *[Signature]*
 Date: 7/21/2021 4:12:30 PM EDT
 Potential Seller (circle one):
[Signature]
 Date: 7/21/2021 4:12:30 PM EDT

Date: 7-21-2021
 Date: 7-21-2021
 Date: _____

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ATLAS REAL ESTATE

8491 State Road, Goodrich, MI 48438

(810) 636-3400 Fax (810) 636-3388

ADDENDUM/AMENDMENT TO PURCHASE AGREEMENT

This amendment is to be attached to and considered an integral part of a Purchase Agreement dated 7/22/2021 by and between CHAD TOMS AND DAWN TOMS as Purchasers, and CITY OF SWARTZ CREEK as Sellers, concerning property commonly

known as: 8067 MILLER ROAD, SWARTZ CREEK, MI 48472

The Purchaser(s) and Seller(s) herewith agree to the following;

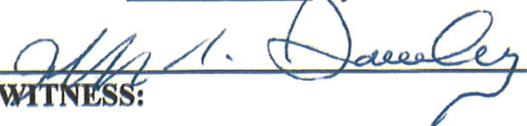
-CLOSING SHALL TAKE PLACE ON OR BEFORE 10/29/2021.

-PURCHASE PRICE IS HEREBY AMENDED TO \$185,000.

-SELLER AND PURCHASER AGREE TO A SHORT TERM LEASE OF THE SUBJECT PROPERTY WHICH SHALL TERMINATE UPON CLOSING. LEASE TERMS TO BE DETERMINED AND SHALL BE MUTUALLY AGREEABLE TO SELLER/LANDLORD AND PURCHASER/TENANT.

All other terms and conditions of the aforementioned Purchase Agreement to remain as written.

Dated this 20TH day of SEPTEMBER, 2021.


WITNESS:


PURCHASER

PURCHASER

WITNESS:

SELLER

SELLER