City Council Study Session Agenda

Monday, September 12, 2022 at 6:00 PM
27400 Southfield Road, Lathrup Village, Michigan 48076

1. **Call to Order** by Mayor Garrett
2. **Discussion Items**
    A. 24" Storm Sewer Repair - Wiltshire
    B. House in the Woods Offer
3. **Mayor and Council Comments**
4. **Public Comments**
5. **Adjourn**

Susan Montenegro
City Administrator
City of Lathrup Village
27400 Southfield Road | Lathrup Village, MI 48076
smontenegro@lathrupvillage.org
Office: 248.557.2600 x 225 | Cell: 248.520.0620

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members
FROM: Susan Montenegro, City Administrator
DATE: September 12, 2022

RE: 24” Storm Sewer Repair - Wiltshire

The 2022 Storm Sewer CCTV project revealed a very deteriorated 24” clay pipe storm sewer along Wiltshire from Santa Barbara to Bloomfield.

On behalf of the City, we have requested a quote from DMV Contractors who are already under contract with the City to perform sanitary sewer lining.

In Summary:

	Item	DVM Quote	GW Budget
1.	179’ - 24” CIPP (179 lft from Bloomfield to the west)	$30,877.50	$26,850.00
2.	399’ - 24” CIPP (179’ west of Bloomfield to Santa Barbara)	$68,650.00	$59,850.00
3.	24” Excavated Point Repair (approximately 20 lft)	$34,650.00	$20,000.00
	Subtotal	$134,177.50	$106,700.00
	20% Contingency		$21,340.00
	Total	**$134,177.50**	**$128,040.00**

Suggested Motion:
To approve the additional expense for the 24” Sewer Repair on Wiltshire by DVM and utilize remaining $50,000 MEDC grant funds to cover a portion of this expense.

QUOTE FORM

PROJECT IDENTIFICATION: **2022 Cured-In-Place-Pipe Sewer Rehab Contract CIPP-22**

THIS BID IS SUBMITTED TO: **City of Lathrup Village**

1. BIDDER will provide all labor, materials, and equipment in order to complete the Work in accordance with the Contract Documents for the following price(s) for the following:

   - Install a 24” CIPP liner from MH 182 to MH 182A including prep cleaning, installation, and post video.

DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
Prep clean and televise 24" dia	179	LFT	$ Included	$
Install C.I.P.P, 24" dia	179	LFT	$ 172.50	$ 30,877.50
Post televise 24" dia	179	LFT	$ Included	$

TOTAL CONSTRUCTION COST (MH 182 to MH 182 A): $ $30,877.50

   - Excavated point repair and Install a 24” CIPP liner from MH 182A to MH 180 including HMA surface removal (5”), 10” aggregate base removal, Geogrid removal, Installation of a 24” point repair, CSB, Installation of 10” or 21 Agg base, Placing 5” of HMA (3C and 5E1), landscape restoration, prep cleaning, installation, and post video. The excavated point repair is approximately 20 lft.

DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
Point Repair, Complete	1	LS	$ 34,650.00	$ 34,650.00
Prep Clean and televise 24” dia	399	LFT	$ 172.50	$ 68,827.50
Install C.I.P.P, 24" dia	399	LFT	$ Included	$
Post televise 24" dia	399	LFT	$ Included	$

TOTAL CONSTRUCTION COST POINT REPAIR AND LINING (MH 182A to MH 180): $ $103,477.50

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COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members
FROM: Susan Montenegro, City Administrator
DATE: September 12, 2022

RE: House in the Woods Offers

Council was presented with two offers for the House in the Woods property at the August 29, 2022 special meeting. A motion to accept the full price offer was made and seconded but did not pass. Both parties submitting separate offers remain firm at the prices they originally submitted. Offer A submitted an offer of $120,000 and is willing to pay cash. Offer B submitted an offer of $150,000 and is also willing to pay cash.

The only questions Council should consider is 1) if there are reasonable or full price offers on the table and 2) if proof of funds were submitted. The answer to both questions is yes. Any further discussion is reckless and exposes the City. If Council members vote no a specific and legitimate reason of refusal needs to be given.

Additionally, according to section 4.A of the contract hiring Keller Williams, specifically Jon Ruud, to list and sell the property, the City is now obligated to pay the full 6% commission of $9,000 because a full price offer was submitted and the City refused to accept it.

Suggested Motion:
To approve the full price offer of $150,000 and instruct the City Attorney to coordinate and execute all documents needed to complete the sale.

Item 2B.

EASTWESTBANK Accounts Transfer & Pay Document Center Help Settings Sign Out

My Accounts (6)

Last login: Jul 22, 2022

Value Checking

...5499

$923.81
AVAILABLE BALANCE

Date	Description	Amount	Balance
Jul 28	PAIDCHECK : 1747	-$1.10	$923.81
Jul 22	ONLN BKG TRFN DEBIT: REF 2032103L FUNDS TRANSFER TO DEP 23326952 FROM FRANCES M WALLING 300000000001666943	-$586,041.77	$924.91
Jul 14	PAIDCHECK : 1743	-$105.00	$586,966.68
Jul 14	SERVICE CHARGE: WIRE TRANS-IN	-$10.00	$587,071.68

View Activity
Statements
Transfers
Pay Bills
Manage Card

Premier Maximizer Money Market

...6952

$588,827.23
AVAILABLE BALANCE

gmar

Vacant Land Addendum

Item 2B.

This Addendum is attached to and made a part of a certain Purchase Agreement between the undersigned parties dated 08/08/2022 covering property commonly known as 19600 FOREST Drive, Lathrup Village, MI 48076

ALL PARTIES SHALL INITIAL ANY CLAUSE WHICH IS PART OF THIS PURCHASE AGREEMENT

All following conditions on this Addendum shall not commence until the Purchaser is furnished with a copy of a commitment of title insurance. (See paragraph 12 on the offer to purchase)

Purchasers Initials	Sellers Initials	
FW 08/08/22 1:22 PM PDT dotloop verified		1. **SURVEY**- This offer is contingent upon the Purchaser's review and approval of a ☑ **New** ☐ **Existing** staked boundary survey by a a registered land surveyor at the ☑ **Purchasers** ☐ **Sellers** expense within ____________ days from final acceptance of this offer. If the Seller or Seller's Broker does not receive written notice from the Purchaser of their dissatisfaction regarding such survey within 44 days from the Purchasers receipt of the survey, this contingency will be considered satisfied and this purchase agreement shall be binding without regard to said survey. If the Seller or Seller's Broker does receive a written notice of objection within the time period provided, this sale shall be null and void and all earnest monies shall be refunded to Purchaser.
FW 08/08/22 1:22 PM PDT dotloop verified		2. **LAND SPLITS** - If the land is being split from A LARGER PARCEL, Seller agrees to immediately obtain approval, at Sellers expense, from all the proper governmental agencies, and provide proof that the property meets all governmental requirements to split, and is in compliance with Land Division Act 1996 P.A. 591 and 1997 P.A. 87 and any amendments thereof. (Refer to "Unplatted Land Addendum") If Seller cannot obtain split approval within 60 days from acceptance, at the Purchasers option, can declare this offer null and void and deposit returned.
		3. **Existing Well and/or Septic –** Purchaser and Seller understand that the property has an existing well and/or septic, Reference Paragraph 25 and recognize the Well and Septic Addendum as part of this agreement.
		4. **WATER WELL** – This offer is contingent upon the Purchaser obtaining a satisfactory water well. Well drilling shall be ordered at Purchasers expense within five (5) days of the removal of paragraph/condition ______________ on this Addendum. Purchaser agrees to escrow with ______________ in a non-interest bearing account, prior to drilling an amount equal to the highest estimate given by the well driller. If actual cost exceeds the escrowed amount, Purchaser agrees to bear any additional costs. If a satisfactory well is not obtained within 60 days of drilling, this offer may be declared null and void and the deposit returned. In any event if all conditions to this Addendum have not been met within 75 days of the acceptance of this offer, then this offer can be declared null and void by either party and the deposit returned. However, if water well drilling has begun but not finalized, Seller shall grant an extension of fifteen (15) days from completion of the well, if necessary. Purchaser shall have a period of four days from receipt of report to reject or waive the result of any such inspection in writing and deliver to Selling Broker. Any such written rejection shall terminate this agreement of sale and entitle Purchaser to the return of their earnest money deposit. If a written rejection is not received by the Broker with in such time period, the Purchaser will proceed to closing. These conditions will be followed based on the Well and Septic Addendum attached to this offer.
		5. **PERK TEST** – This offer to purchase is contingent upon a Perk Test being conducted by the County Health Department within n/a days after acceptance of this offer to purchase. Said inspection to be made at ☐ **Purchasers expense** ☐ **Sellers expense.** The results of the Perk Test shall be to the Purchasers satisfaction with the proposed septic field otherwise Purchaser has the option to declare sale null and void, and their deposit to be returned forthwith. Any cost below this figure is being deemed acceptable. A copy of the Perk Test results is to be given to the Seller/Agent. (Refer to paragraph 38 [NOTIFICATION] in the Purchase Agreement)
FW 08/08/22 1:22 PM PDT dotloop verified		6. **SOIL TESTING & ENVIRONMENTAL DISCLOSURE** – Seller states to the best of his/her knowledge that the property being sold does not sit over or next to a current or abandoned landfill, toxic waste site, nor have any underground storage tanks on the property. Concerned Purchaser should check with the local township, county or federal agencies for precise information regarding environmental conditions affecting this property. Purchaser is aware that he/she may have an environmental evaluation made at their expense within thirty (30) days of final acceptance of this Agreement of Sale. If Selling Broker does not receive written notification within thirty (30) days of dissatisfaction with regard to evaluation, this contingency will be considered satisfied and this Agreement of Sale binding without regard to said evaluation.
		7. **UNDERGROUND STORAGE TANKS** - Seller states there is an underground/above-ground storage tank, and further agrees to have the ground surrounding the tank(s) evaluated for soil contamination within __________ days of final acceptance of Agreement. If it is determined that soil contaminated and cost for cleanup exceed $__________ Seller may declare this offer null and void and earnest money deposit returned to Purchaser.
FW 08/08/22 1:22 PM PDT dotloop verified		8. Broker makes no warranties nor assumes any responsibility regarding environmental conditions affecting this property. Purchaser and Seller agree to hold Broker harmless from any problems that may arise at any future date and free of any claims, litigation costs or expenses.
		9. **LIABILITY OF PURCHASER FOR DAMAGE** – Purchaser agrees, at Purchasers own expense to restore the property to substantially the same condition as existing before such testing by Purchaser.
		10. **PUBLIC UTILITY CONNECTIONS** – Purchaser shall have 44 days to confirm where the public utility connections are available and satisfactory to the Purchaser.

Witness	Frances Walling (dotloop verified 08/08/22 1:22 PM PDT HBCX-JQ09-Q4SQ-0UHC) Purchaser
Date	Purchaser
Witness	Seller
Date	Seller

DOBI

Item 2B.

LISTING AGENT: Jon Ruud
LISTING BROKER: Keller Williams Home
AGENT ID#: 125639 OFFICE ID#: 312114
AGENT PHONE: (248) 229-3203

SELLING AGENT: Ryan French
SELLING BROKER: Dobi Real Estate
AGENT ID#: 387571 OFFICE ID#: 403268
AGENT PHONE: (248)506-0155

1. **THE UNDERSIGNED** hereby offers and agrees to purchase the following land situated in the ☑ **Village** ☐ **Township** ☐ **City** of Lathrup Village, County of Oakland, Michigan, Zip code 48076 legally described as follows: T1N, R10E, SEC 14 PART OF SW 1/4 BEG AT PT DIST N 34-58-05 E 1769.61 FT & S 49-45-43 W 138.75 FT FROM SW SEC COR, TH S 69-28-15 W 165.71 FT, TH ALG CURVE TO LEFT, RAD 300 FT, CHORD BEARS S 70-32-24 E 393.93 FT, DIST OF 429.74 FT, TH N 25-44-41 W 141.21 FT, TH ALG CURVE TO LEFT, RAD 113 FT, CHORD BEARS N 68-08-13 W 166.91 FT, DIST OF 522.21 FT TO BEG 1.94 A 9-2-94 FR 001, and being commonly known as 19600 FOREST Drive together with all improvements and appurtenances including lighting fixtures and fans, attached mirrors, fireplace screens and enclosures, gas logs and attachments, central vacuum system and attachments, window treatments, drapery hardware, curtain and traverse rods, all blinds and shades, attached television wall mounts, attached carpeting, built-in cabinetry, built-in kitchen appliances and equipment, storm windows and doors, screens, awnings and shutters, landscaping, satellite dish and accessories (if owned), garage door opener(s) and transmitter(s), fuel in tanks at time of possession, attached humidifiers, water softeners (rental units excluded) if any, now in or on the premises and: ☐ Washer/Dryer#: ____ ☐ Microwave#: ____ ☐ Refrigerator/ Freezer#: ____ ☐ Dishwasher#: ____ ☐ Stove/ Range#: ____ ☐ Other: ____

Seller shall provide bill of sale for all personal property included at closing. Exclusions specified in listing contract that are NOT specifically excluded herein shall be included in this sale: ____.

PRICE: Purchaser agrees to pay the sum of One Hundred Twenty Thousand Dollars ($120000), upon the following terms of sale. **Property must appraise at sales price or higher or Purchaser may declare this Agreement null and void and all earnest money shall be returned to Purchaser.**

THE SALE TO BE CONSUMMATED BY: (Use paragraph(s) ☑ A, ☐ B, ☐ C, ☐ D)

A. **CASH SALE.** Delivery of the usual Warranty Deed conveying marketable title, subject to existing building and use restrictions, easements and zoning ordinances, if any. Payment of purchase money to be wired to Purchaser's designated closing agent.

B. **CASH SALE WITH NEW MORTGAGE.** Delivery of the usual Warranty Deed conveying marketable title, subject to existing building and use restrictions, easements and zoning ordinances, if any. Payment of purchase money to be wired to Purchaser's closing agent. This Agreement is contingent upon Purchaser being able to secure a ____ mortgage in an amount not to exceed ____ of the purchase price, with Purchaser paying all mortgage costs, pre-paid items, and adjustments in cash. Purchaser agrees to apply for such mortgage within ____ calendar days following the date that this Agreement is fully-executed by Seller and Purchaser. Purchaser agrees that in connection with said application to Purchaser's lender, Purchaser will promptly comply with such lender's request for all information required to process the loan application. If a firm commitment for such mortgage cannot be obtained within ____ calendar days following the date that this Agreement is fully-executed by Seller and Purchaser, at Seller's or Purchaser's written option, this offer can be declared null and void and Purchaser's deposit returned forthwith.

C. **APPLICABLE TO FHA OR VA SALES ONLY:** See attached FHA/VA Addendum.

D. **SALE ON LAND CONTRACT:** See attached Land Contract Sale Addendum.

2. **CLOSING** to take place on or before 09/22/2022, at a mutually-agreed office designated by Listing Broker, the title company or Purchaser's lender.

3. **OCCUPANCY:** Seller shall deliver occupancy and possession of the property as follows:

☑ A. IMMEDIATELY AFTER CLOSING.

☐ B. WITHIN ____ DAYS AFTER CLOSING BY 5 PM. **Commencing the day after closing to and including the date of vacating,** Seller shall pay Purchaser $____ per day as occupancy charge. **At closing, Seller shall deposit with an escrow agent $1^{1}/_{2}$ times daily fee, times total days for said occupancy charge equaling $** ____ to hold as security. The escrow agent shall pay to Purchaser the amount of the occupancy charge and then reimburse Seller for any unused days. If occupancy by Seller is to extend longer than 30 days, the escrow agent shall release to Purchaser each 30 days, an amount equal to the said thirty-day occupancy charge. Seller is legally obligated to deliver possession as specified herein. If Seller **FAILS** to deliver possession as specified herein, Seller

shall pay **TWICE** the daily occupancy fee per day and may be liable for cost of eviction, actual attorneys' fees, housing expenses, damages and other costs incurred by Purchaser in obtaining possession and collecting any amount due. The

Purchaser's Initials: FW 08/17/22 3:24 PM PDT dotloop verified / ____ Seller's Initials: ____ / ____

escrow agent shall have no obligation implied or otherwise for seeing that the property is vacated on the date specified for the condition of the property, etc., but is only acting as an escrow agent for holding occupancy funds.

AS ADDITIONAL SECURITY, Seller will deposit with the escrow agent the sum of $n/a to be held in escrow to insure that the property is vacated and left in the same condition as of the date of closing. Purchaser agrees to walk through the property on the day occupancy is being turned over to Purchaser to determine damages, if any. If Purchaser does not respond in writing within 5 days from Sellers vacating with the estimated cost of repairs, the security deposit will be returned to Seller. Should there be repairs requested in writing, Seller must respond within 5 days as to their intention with respect to said repairs or Seller will forfeit the amount claimed for damage. Differences will be arbitrated if applicable. Purchaser agrees to give prompt and reasonable access to complete any repairs on subject home.

If tenants occupy the property:

☐ **A.** Seller will have the tenants vacate the property prior to closing.

☐ **B.** Purchaser will be assigned all landlord rights and security deposit and rents prorated to date of closing with Purchaser assuming all landlord rights and obligations after date of closing.

4. **SELLER'S DISCLOSURE:** Purchaser ☐ **has** ☑ **has not** received and reviewed a Seller's Disclosure Statement in accordance with Act 92 Public Acts of 1993.

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5. **LEAD-BASED PAINT:** Purchaser ☐ **has** ☑ **has not** received and reviewed a copy of a Lead-Based Paint Disclosure Form, the terms of which are incorporated herein by reference.

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6. **PROPERTY TAXES, WATER, OTHER PRORATIONS:** All taxes that have or will become due and payable on or before the date of closing, that have become a lien upon the land, whether recorded or not recorded at the date of closing, shall be paid by Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with the due date basis of the municipality or taxing unit in which the property is located on a 365 day basis, as though they are paid in advance. Interest, rents, condominium and/or association dues or fees shall be prorated and adjusted as of the date of closing. Seller hereby agrees to pay for all sewer and water usage to date of possession. Listing Broker shall retain from the amount due Seller at closing, a minimum of $300.00 for water charges. It is the obligation of Seller to furnish the final water meter reading to escrow holder who shall pay said billing to the proper authority and return the unused portion to Seller.

7. **SPECIAL ASSESSMENTS:** Any assessments, recorded or not recorded, which have been confirmed by the proper authority prior to closing shall be paid by Seller at closing. If Seller does have knowledge and/or documents pertaining to the new assessments as stated, Seller shall provide this information to Purchaser. Upon receipt, Purchaser shall have 3 calendar days to review such documents. Purchaser shall notify Seller within such period if Purchaser wishes to terminate this Agreement and declare it null and void, or to proceed according to the agreed-upon terms and conditions, or some other remedy agreed upon by both Seller and Purchaser.

8. **HOME WARRANTY:** Purchaser acknowledges notice of the availability and cost of a home warranty plan. Purchaser would like a Home Protection Plan through ____ Home Warranty Company. ☐ **YES** ☑ **NO.** Paid by ☐ **Seller,** ☐ **Purchaser** or ☐ **Other:** ____. Plan not to exceed $____.

9. **AGENCY:** By the signatures below Purchaser and Seller hereby acknowledge that the selling broker/sales associate are acting in the capacity of: ☐ **Seller's Agent,** ☑ **Purchaser's Agent,** ☐ **Dual Agent,** ☐ **Transaction Coordinator.**

10. **INSPECTION OF PROPERTY: The brokers recommend** that Purchaser obtain an independent private inspection of the property at Purchaser's expense. Purchaser ☑ **does** ☐ **does not** choose to have the property inspected.

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This offer ☑ **is** ☐ **is not** contingent upon a due diligence period and inspection of the property by independent private inspectors of Purchaser's choice and at Purchaser's expense. Purchaser's due diligence period shall commence on the first calendar day following the date that this Agreement is fully-executed by Seller and Purchaser and shall continue for 44 calendar days thereafter. Unless Purchaser notifies Seller, in writing, within 1 calendar days after said due diligence period that Purchaser is dissatisfied with the inspection results, or if Purchaser elects not to have property inspected, all terms and conditions shall be binding and the sale shall be consummated as specified herein. If said inspections disclose any defect in the property which results in Purchaser's dissatisfaction for any reason whatsoever, and written notice is properly given to Seller, Purchaser may declare this Agreement null and void and the deposit shall be returned, OR Purchaser may request Seller to remedy defects, if any. If Purchaser elects to have Seller complete certain repairs and does not terminate this Agreement, Seller shall have 5 calendar days from receipt of notification to respond that Seller will repair or provide for

Purchaser's Initials: FW 08/17/22 3:24 PM PDT dotloop verified / ____   Seller's Initials: ____ / ____

Item 2B.

repairs. If Seller declares an unwillingness to repair or provide for repairs, Purchaser may accept the property "as is" or declare this Agreement null and void and all earnest money shall be returned to Purchaser. If the property has been winterized, Seller shall, at Seller's expense, de-winterize the property prior to inspection. If utilities are turned off, Seller shall have all utilities turned on prior to inspection. **Purchaser is aware that any reference to square footage and lot size of the property or improvements thereon are approximate. If square footage is a material matter to Purchaser, it must be verified during the due diligence period.**

11. **WELL AND SEPTIC INSPECTION:** See attached addendum made part hereof, if applicable.

12. **TERMITE/PEST & ENVIRONMENTAL INSPECTION: The Brokers recommend** that Purchaser obtain an independent inspection to determine the presence of wood-destroying insects or infestation. The Brokers also recommend that Purchaser obtain an independent inspection for any environmental concerns.

13. **AS-IS CONDITION:** By execution of this Agreement, Purchaser acknowledges that Purchaser has examined the above-described property and is satisfied with the physical condition of the structures therein and purchase said property in an "AS-IS CONDITION," subject only to the right of a property inspection as provided for herein and the Seller's Disclosure Statement if required. Neither Seller nor Listing and Selling Brokers or their sales people have made any representations or warranties of any kind concerning the property upon which Purchaser has relied, except as set forth in this Agreement. Purchaser acknowledges that the information provided in the multi-list description of this property is not warranted or guaranteed and that Purchaser has not relied on the multi-list description in making this Agreement.

14. **CITY CERTIFICATION:** If the property is located in a municipality that requires an inspection prior to a sale, Seller will order necessary inspections and ☐ **Seller** ☐ **Purchaser** will pay for necessary inspections. If any repairs are necessary in order to obtain written approval of the municipality, ☐ **Seller will make all necessary repairs** ☑ **Purchaser will assume property "as-is."**

15. **APPROVAL OF EASEMENTS AND RESTRICTIONS:** This Agreement is contingent upon Purchaser's review and approval of any Homeowner Association bylaws, easements and/or deed and building and use restrictions within 44 calendar days from delivery of such documents to Purchaser. Seller or Seller's agent shall deliver these documents to Purchaser within 5 business days following the date that this Agreement is fully-executed by Seller and Purchaser. If Purchaser notifies Seller in writing that Purchaser is dissatisfied with the documents within the above-specified calendar days, then Purchaser may declare this Agreement void and all earnest money deposits shall be refunded to Purchaser. If Purchaser does not object within this timeframe, Purchaser shall be deemed to have waived any objections with easements and restrictions.

16. **FLOOD CERTIFICATION:** This Agreement is contingent upon flood certification. Purchaser will have 44 calendar days after delivery of a fully executed purchase agreement to certify if the property or any fraction thereof (including any portion of a condominium complex in which a condominium unit is located) is in a flood plain that requires flood insurance. If any part of the property is found to be located in a flood zone, Purchaser at Purchaser's option, with written notice within the time specified, may declare this offer void and all earnest money returned. If no written notification is given, then all terms and conditions of this Agreement shall be binding and consummated as specified herein.

17. **FINAL WALK THROUGH:** Purchaser shall have the right to a walk-through inspection of the property being purchased within 48 hours prior to closing in order to determine, among other things, if the property and any personal property and equipment being purchased have been maintained and are in no worse condition at the time of closing than they were at the time this Agreement was accepted by Seller, normal wear and tear expected. Seller agrees to leave the property broom-clean and free of all personal property, refuse and debris.

18. **TITLE INSURANCE:** At closing, Seller shall provide to Purchaser, at Seller's expense, an owner's policy of title insurance without standard exceptions in the amount of the purchase price. Purchaser agrees to obtain and pay for a survey by a registered land surveyor as required by the title insurer in order to issue a policy without standard exceptions. If Purchaser does not provide a survey, the policy of title insurance will be issued with those standard exceptions that require a survey to remove.

19. **TITLE OBJECTION:** Seller will apply for a commitment of title insurance within 7 days after the date of this Agreement. Upon receipt of the commitment, Purchaser shall have 7 days to provide Seller with written notice of any objections to the condition of title. If Purchaser does not object within this timeframe, Purchaser shall be deemed to have waived any objections of the condition of title. Seller will have 30 days after receiving written notice of any objections to the condition of title to remedy the claimed defects. Should Seller be unable to render such title marketable, or be unable to secure a commitment insuring title within the 30 calendar day period above or any extensions thereof agreed upon in writing, Purchaser shall have the option either to consummate the sale and accept such title as Seller may be able to convey in full

Purchaser's Initials: FW 08/17/22 3:24 PM PDT dotloop verified / ____ Seller's Initials: ____ / ____

satisfaction and accord, or demand in writing and receive all monies deposited hereunder. Upon return of all said money Purchaser, Purchaser and Seller are relieved from further obligations under this Agreement.

20. **LENDERS POLICY OF TITLE INSURANCE:** Purchaser and Seller acknowledge that Purchaser may select a title insurance company of Purchaser's choice to issue only a mortgage policy of title insurance relative to the financing of the closing of this Agreement. By execution of this Agreement, Purchaser and Seller hereby consent to such election notwithstanding the fact that such title insurance company may not be the same as, or underwritten by, the title company issuing the owner's policy of title insurance set forth in paragraph 18 above and further acknowledge that such selection will not reduce, diminish or impair the coverage of the owner's policy of title insurance set forth in paragraph 18 above. Purchaser herein selects Sellers Choice for lender's title services as protected by RESPA Section 9.

21. **RELEASE:** Purchaser recognizes that Seller has provided Purchaser a required Seller's Disclosure Statement. Purchaser has been afforded the right to independent inspections of the property and Purchaser affirms that property is being purchased "AS IS" and hereby knowingly waives, releases and relinquishes any and all claims or causes of action against STH Group, LLC, its members, managers, employees and independent sales associates. Purchaser and Seller recognize and agree that brokers and sales associates involved in this transaction are not parties to this Agreement. Broker and sales associates specifically disclaim any responsibility for the condition of the property or for the performance of the Agreement by the parties. STH Group, LLC assumes no liability for performance of any inspection or for any statements on Seller's Disclosure Statement.

22. **DEFAULT:** In the event of default by Seller, Purchaser may elect to enforce the terms hereof or demand, and be entitled to, a refund of the entire deposit and pursue all legal remedies available. In the event of default by Purchaser, Seller may elect to enforce the terms hereof, or declare a forfeiture and be entitled to the deposit as liquidated damages. A mutual release of this Agreement or similar cancellation must be signed by all parties, prior to disbursement of earnest money deposits in dispute or to be returned under the provisions of this Agreement. Seller and Purchaser agree that Listing and Selling Brokers and their salespeople shall not be made parties to any action taken to enforce or terminate this Agreement.

23. **FEES AND CONSIDERATION:** Purchaser and Seller acknowledge notice of the fact that the Brokers may accept a fee or consideration with regard to the placement of a loan or mortgage or life, fire, theft, flood, title or other casualty or hazard insurance, or home warranty arising from this transaction and expressly consent thereto as required by Rules 321(1) and 321(2) of the Michigan Real Estate License Law.

24. **FACSIMILE SIGNATURES AND INITIALS:** All parties hereto acknowledge and agree that signatures and initials by electronic signature and facsimile are legally binding.

25. **PRINCIPAL RESIDENCE EXEMPTION:** Purchaser and Seller assume all responsibility and liability for filing of the Property Transfer Affidavit and the Michigan Department of Treasury Homestead Exemption Update Form and agree to hold the Brokers harmless from and against any liability relative thereto.

26. **ENTIRE AGREEMENT:** This Agreement supersedes any and all understandings and agreements and constitutes the entire agreement between the parties hereto. This Agreement shall inure to the benefit of and bind the parties hereto jointly and severally and their respective heirs, legal representatives, successors, assigns, and third-parties claiming under them by the virtue of this Agreement and no oral representations or statements shall be considered a part hereof. All discussions, correspondence, proposals, negotiations and representations prior to the execution of this Agreement shall be considered merged herein and of no further force and effect. Purchaser and Seller acknowledge that they are not relying on any other written or verbal representations by each other or by Listing or Selling Broker that are not explicitly set forth in this Agreement or attached hereto. The Brokers are not acting as appraisers, builders, accountants, environmentalists, inspectors or lawyers. The representations, covenants and warranties herein shall be deemed to survive the closing. No amendment or modification of this Agreement shall be valid or binding unless reduced to writing and executed by the parties hereto, or their assigns. Each party herein shall from time to time execute and deliver such instruments as the other party, or its counsel, may reasonably request to effectuate the intent of this Agreement. Should any term or condition hereof be deemed void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

27. **GOVERNING LAW:** The parties hereto expressly agree that the terms and conditions hereof, and subsequent performance hereunder, shall be construed and controlled by the laws of the State of Michigan.

28. **LEGAL CONTRACT:** THIS IS A LEGAL DOCUMENT AND ALL PARTIES HERETO ARE ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT TO PROTECT THEIR INTERESTS. THE LISTING AND SELLING BROKERS ARE NOT ATTORNEYS AND HAVE NOT GIVEN LEGAL ADVICE IN REFERENCE TO THIS AGREEMENT. TIME IS OF THE ESSENCE AND SHALL BE CONSIDERED AS PART OF THE CONSIDERATION OF OFFER AND ACCEPTANCE.

Purchaser's Initials: FW 08/17/22 3:24 PM PDT dotloop verified / ____ Seller's Initials: ____ / ____

Item 2B.

29. **EARNEST MONEY**: With 2 business days following the date that this Agreement is fully-executed by Seller and Purchaser, Purchaser will provide a deposit of $3000.00 in the form of a ☑ **Personal Check** ☐ **Money Order,** ☐ **Cashier's Check** and within 2 business days following the expiration of the due diligence period as set forth in paragraph 10 above, Purchaser shall provide an additional deposit of $0.00 in the form of a ☐ **Personal Check** ☐ **Money Order,** ☐ **Cashier's Check**. All deposit funds hereunder shall be held by **DOBI** or shall be held by __________________ in accordance with the rules and regulations of the Michigan Department of Licensing and Regulatory Affairs – Board of Real Estate Broker and Salespersons and applied to the purchase price upon consummation of the sale or otherwise disbursed in accordance with this Agreement. **FOR PERSONAL CHECKS: Purchaser acknowledges that deposit funds are immediately available upon the signing of this Agreement.**

Purchaser's Initials: FW 08/17/22 3:24 PM PDT dotloop verified / ______

30. **ADDITIONAL CONDITIONS:**

FW 08/17/22 3:24 PM PDT dotloop verified

*Completion of this sale is contingent on the city of Lathrup Village approving the buyers site plan. Site plan to be submitted within 30 days after an accepted offer.

31. **ADDITIONAL DOCUMENTS ATTACHED** - The following are attached hereto and made a part hereof (check all of which apply):

☐ **Seller's Disclosure Statement**	☐ **72 Hour Contingency**	☑ **Vacant Land Addendum**
☐ **FHA-VA Addendum**	☐ **Lead-Based Paint Disclosure**	☐ **Dual Agency Agreement**
☐ **Purchase Agreement Addendum**	☐ **Condominium Addendum**	☐ **Builder Addendum**
☐ **Swimming Pool Addendum**	☐ **Land Contract Addendum**	☐ **Private Road Addendum**
☐ **Well and Septic Addendum**	☐ **Contingency Sale Addendum**	☐ ____________

32. **EXPIRATION:** This offer shall remain irrevocable until withdrawn in writing OR until ____________ Eastern Time (Standard or Daylight, as applicable), on (date) ____________ and if not accepted by Seller, the deposit made by Purchaser shall be returned upon funds clearing.

33. **ADMINISTRATIVE/COMPLIANCE FEE:** Purchaser to pay $695 at closing for the retaining of all records as required by applicable federal and state laws and regulations regarding preparation, storage and retention of all closing related documents, and for all other related administrative closing preparation costs.

This is a cooperative sale with Keller Williams Home and DOBI REALTORS

Purchaser's Initials: FW 08/17/22 3:24 PM PDT dotloop verified / ______ Seller's Initials: ______ / ______

Item 2B.

By affixing Purchaser's signature hereto, Purchaser acknowledges receipt of a copy hereof.

PURCHASER: Frances Walling dotloop verified 08/17/22 3:24 PM PDT 6BCC-1OOJ-9NFX-QPTG

Print Name Frances Walling

Date: ______

PURCHASER ______

Print Name: ______

Date: ______

SELLER'S ACCEPTANCE: By affixing Seller's signature hereto, Seller accepts this Agreement and acknowledges receipt of a copy hereof.

SELLER - FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) – SELLER affirms that Seller ☐ **is** ☐ **is not** a resident of the United States. If Seller is NOT a resident of the United States, then the parties to this Agreement will be bound by FIRPTA.

SELLER: ______

Print Name: ______

Date: ______

SELLER: ______

Print Name: ______

Date: ______

COUNTER OFFER-In the event Seller makes any written change in any of the terms and conditions of this Agreement as presented by Purchaser, such changed terms and conditions shall constitute a counteroffer by Seller to Purchaser, which counteroffer shall remain valid until ______ at ______, unless earlier withdrawn in writing and shall require acceptance by the Purchaser by initialing each change before date and time.

By affixing Purchaser's signature hereto, Purchaser acknowledges the receipt of a copy hereof.

PURCHASER: ______

Print Name Frances Walling

Date: ______

PURCHASER ______

Print Name: ______

Date: ______

Purchaser's Initials: FW 08/17/22 3:24 PM PDT dotloop verified / ______

Seller's Initials: ______ / ______

Item 2B.

CASH SALE VACANT LAND

NORTH OAKLAND COUNTY BOARD OF REALTORS®

BuyersFirst Realty

DATE: August 26, 2022

THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the **Township of** ______, Oakland **County, Michigan,** described as follows:

SEE COMMENTS BELOW

being known as 19600 FOREST Drive, Lathrup Village, Michigan 48076 and to pay therefore, the sum of One Hundred Fifty Thousand Dollars Dollars ($ 150,000.00) subject to the existing building and use restrictions, easements, and zoning ordinances, upon the following conditions:

1. **THE SALE TO BE CONSUMMATED BY:** Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made by certified check or its equivalent.

2. The Seller shall deliver and the Purchaser shall accept possession of said property upon closing.

3. The Broker is hereby authorized to make this offer and the deposit of $ 0.00 Dollars in the form of ______, shall be held by him under Act No. 339.2512 and applied on the purchase price if the sale is consummated. An additional sum of $ 5,000.00 is to be deposited by Purchaser as earnest money, with * ~~Broker~~ on or before August 30th, 2022. In consideration of the Broker's effort to obtain the Seller's approval, it is understood that this offer is irrevocable for three (3) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser.

*TITLE COMPANY

4. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture and retain the deposit as liquidated damages. In the event of default by the Seller hereunder, the Purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this offer.

5. As evidence of title, at Seller's expense, Seller agrees to furnish Purchaser, a commitment for a policy of title insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this offer. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the Purchaser agrees to complete the sale within ten days after issuance of the Commitment of title insurance.

6. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this offer if unable to remedy the title or obtain title insurance. If the Seller remedies the title or obtains such title policy within the time specified, the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this offer.

7. All taxes and assessments which have become a lien upon the land, whether recorded or not recorded, at the date of this offer shall be paid by the Seller. Current taxes, water and sewer usage bills, rents, and association or condo fees, if any, shall be prorated and adjusted as of the date of closing. (Taxes in accordance with the due date basis of the municipality or taxing unit in which the property is located.) Prorations shall be based on a 365 day year with purchaser being responsible for date of closing.

8. The covenants herein shall bind and inure to the benefits of the personal representatives, conservators, successors and assigns of the respective parties.

9. The closing of this sale shall take place at the office of the listing broker or at a location designated by him. Closing to be on or about October 12th, 2022.

10. This offer supersedes any and all understandings and agreements, and when accepted, shall constitute the entire agreement between the parties hereto, and no oral representations or statements shall be considered a part hereof.

11. Purchaser understands and acknowledges that he is purchasing in an "as is" condition and that neither the Seller nor Broker make any warranties as to the land and structure purchased or the condition thereof. Purchaser acknowledges that he has inspected the premises covered hereby and that he is satisfied with its condition, subject to the inspection provisions in paragraph 13.

12. Purchaser acknowledges that he has received copies of and read the Sellers Disclosure Statement, Disclosure Regarding Real Estate Agency Relationships, and the Environmental Handbook prior to preparation of this offer.
Purchaser acknowledges the receipt of a copy of this offer.

13. Purchaser shall have 30 days from the date of the acceptance of this offer to have the property inspected as to physical condition and environmental concerns including but not limited to underground tanks, hazardous wastes, controlled wetlands, etc. Within these 30 days the Purchaser shall notify the Seller and Brokers, in writing with a copy of a written report specifying any substantial defects in these items. If no notice of substantial defect is received or no inspection is held within that inspection period, the right to an inspection shall be deemed waived and the Purchaser shall accept the property "as is."

In the event of a timely and valid notice of substantial defect, Seller shall have the option to either correct the defect or terminate this Agreement with full refund of the earnest money deposit, provided that Seller shall exercise such option in writing with notice to both the Broker and the Purchaser within seven days of the receipt of the notice from the Purchaser. If the Seller elects to correct the defect, the notice of such election shall specify the manner of correction and the Seller shall pledge to have the correction completed within 60 days from the date of notice.

14. Purchaser and Seller acknowledge that the Broker, its agents or representatives, have made no representations concerning the property's condition, method of sale or financing, rights or remedies of Mortgagors, Mortgagees, Land Contract Vendors or Vendees or any financing insurance arrangements except those contained herein. This acknowledgment shall survive the closing of this transaction.

15. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, OR THE BREACH THEREOF (INCLUDING DISPOSITION OF PURCHASER'S DEPOSIT FUNDS) SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

16. THIS IS A LEGAL DOCUMENT AND THE REALTOR RECOMMENDS THAT ALL PARTIES TO THIS AGREEMENT RETAIN AN ATTORNEY TO PROTECT THEIR INTEREST IN THIS TRANSACTION.

17. In the event Seller makes any written changes in any of the terms and conditions of this offer, such changes shall constitute a counteroffer to Purchaser which shall expire at ____________________________. Seller reserves the right to accept any other offer prior to Purchaser's acceptance of said counteroffer.

ADDITIONAL CONDITIONS, if any: **LEGAL PROPERTY LAND DISCRIPTION**
T1N, R10E, SEC 14 PART OF SW 1/4 BEG AT PT DIST N 34-58-05 E 1769.61 FT & S 49-45-43 W 138.75 FT FROM SW SEC COR, TH S 69-28-15 W 165.71 FT, TH ALG CURVE TO LEFT, RAD 300 FT, CHORD BEARS S 70-32-24 E 393.93 FT, DIST OF 429.74 FT, TH N 25-44-41 W 141.21 FT, TH ALG CURVE TO LEFT, RAD 113 FT, CHORD BEARS N 68-08-13 W 166.91 FT, DIST OF 522.21 FT TO BEG 1.94 A 9-2-94 FR 001

IN PRESENCE OF: ____________________

Purchaser: 37559c3 08-26-2022

____

Dated ____________________

BROKER'S ACKNOWLEDGEMENT OF DEPOSIT

Received from the above-named Purchaser the deposit money above mentioned, which will be applied as indicated in paragraph 3, or will be returned forthwith if the foregoing offer and deposit is declined.

By Mordechai Hatanian ____________________

ID# 423709 ____________

This is a co-op sale on a ____________________ basis between ________________________________ and ____

ACCEPTANCE - TO THE ABOVE NAMED PURCHASER AND BROKER: The foregoing offer is accepted in accordance with the terms stated, and upon consummation Seller hereby agrees to pay the Broker for services rendered a commission of ____ Dollars or (______________) percent of the sale price, which shall be due and payable at the time set in said offer for the consummation of the sale. By the execution of this instrument, the Seller acknowledges the receipt of a copy of this agreement.

IN PRESENCE OF: Seller:

______________________________ ______________________________

______________________________ ______________________________

Dated ______________________________

The undersigned Purchaser hereby acknowledges receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

______________________________ ______________________________

Dated ______________________________

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. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

(1) An agent providing services under any service provision agreement owes, at a minimum, the following *duties* to the client:

(a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.

(b) The performance of the terms of the service provision agreement.

(c) Loyalty to the interest of the client.

(d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.

(e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent. **A real estate licensee does not act as an attorney, tax advisor, surveyor, appraiser, environmental expert, or structural or mechanical engineer and you should contact professionals on these matters.**

(f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.

(g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.

(2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following *services* to his or her client:

(a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.

(b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.

(c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.

(d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.

(e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

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.

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.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

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 with 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.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

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.

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

_______ Seller's agent – limited service agreement

___✔___ Buyer's agent

_______ Buyer's agent – limited service agreement

_______ 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 a named supervisor 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 was provided to the buyer or seller before disclosure of any confidential information.

Licensee Selling Agent Mordechai Hatanian ______________________ Date ______________________

Licensee ______________________ Date ______________________

ACKNOWLEDGMENT

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

The undersigned ______DOES ✔____DOES NOT have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as _____ SELLER _____ BUYER.

b1077db

Potential Buyer/Seller (circle one) WOODVILLA LLC. ______________________ Date August 26th, 2022

Potential Buyer/Seller (circle one) ______________________ Date ______________________

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

Item 2B.

THE HUNTINGTON NATIONAL BANK
PO BOX 1558 EA1W37
COLUMBUS OH 43216-1558

Huntington

WOODVILLA LLC
DBA
W & S CIONSTRUCTION
15947 FILMORE ST
SOUTHFIELD MI 48075-2001

Have a Question or Concern?

Stop by your nearest Huntington office or contact us at:

1-800-480-2001

www.huntington.com/businessresources

Huntington Business Checking 100 — *Account: -------7566*

Statement Activity From:
07/01/22 to 07/31/22

Days in Statement Period	31
Average Ledger Balance*	258,057.72
Average Collected Balance*	258,057.72

* The above balances correspond to the service charge cycle for this account.

Beginning Balance	**$352,504.97**
Debits (-)	**131,174.17**
Regular Checks Paid	116,305.00
Electronic Withdrawals	1,145.10
Wire Transfer Debits	10,519.12
Other Debits	3,204.95
Total Service Charges (-)	**0.00**
Ending Balance	**$221,330.80**

Checks (-) — *Account:-------7566*

Date	Amount	Check #	Date	Amount	Check #
07/05	9,950.00	1004	07/06	1,330.00	1092
07/11	9,950.00	1005	07/08	43,100.00	1093
07/25	15,875.00	1049*	07/15	25,000.00	1094
07/05	1,900.00	1088*	07/14	4,500.00	1095
07/19	3,600.00	1091*	07/11	1,100.00	1096

(*) Indicates the prior sequentially numbered check(s) may have 1) been voided by you 2) not yet been presented 3) appeared on a previous statement or 4) been included in a list of checks.

Other Debits (-) — *Account:-------7566*

Date	Amount	Description
07/05	2,000.00	PURCHASE CITIBANK, N.A. CITIBANK, N.A. SIOUX FALLS SD XXXXXXXXXXXX6181
07/15	600.00	HUNTINGTON ATM CASH WITHDRAWAL 23195 GREENFIELD R SOUTHFIELD MI XXXXXXXXXXXX6181
07/15	1,145.10	HUNTINGTON NAT'L MTG PMTS 071522 XXXXXX9525
07/19	21.36	PURCHASE SPREADS SPREADS SOUTHFIELD MI XXXXXXXXXXXX6181
07/21	583.59	NON-HUNTINGTON CASH WITHDRAWAL TTVERIA >TIBERIAS XXXXXXXXXXXX6181
07/27	10,519.12	INTERNAL WIRE DEBIT-MANUAL-FREEFORM

Service Charge Summary — *Account:-------7566*

Previous Month Service Charges (-)	**$0.00**
Total Service Charges (-)	**$0.00**

IMPORTANT INFORMATION ABOUT YOUR TREASURY MANAGEMENT SERVICES AGREEMENT

If you have Treasury Management Services through Business Online (e.g., Account Reconcilement, Automated Clearing House ("ACH"), Automated Sweep, Business Security Suite, Cash Deposit and Fulfillment, Controlled Disbursement, Electronic Deposit, Information Reporting, Lockbox Services, Wire Transfer, Zero Balance Accounting, etc.) please know that unless otherwise agreed upon, a complete copy of your updated and restated agreement effective September 30, 2022, can be viewed at - https//www.huntington.com/media/pdf/commercial/standard-terms/tm-service-agreement.

Changes to the Treasury Management Services Agreement (the "Agreement") include: (i) disclosing on the first page that we have products and security procedures to reduce fraud. Failure to avail yourself of the recommended products or security procedures increases your responsibility and liability; (ii) disclosing in the ACH part that we do not provide or support ACH services to a "nested Third Party Sender"; and (iii) a new part describing Integrated Payables.