

Rik Kowall, Supervisor
Anthony L. Noble, Clerk
Mike Roman, Treasurer



Trustees
Scott Ruggles
Liz Fessler Smith
Andrea C Voorheis
Michael Powell

SPECIAL TOWNSHIP BOARD MEETING
LOCATION: 7527 HIGHLAND ROAD, WHITE LAKE - ANNEX BOARD ROOM
THURSDAY, AUGUST 24, 2023 – 5:00 PM

White Lake Township | 7525 Highland Rd | White Lake, MI 48383 | Phone: (248) 698-3300 | www.whitelaketwp.com

AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. PUBLIC COMMENT

6. NEW BUSINESS
 - A. [RESOLUTION #23-030; ACCEPTING THE OFFER TO PURCHASE THEREFORE VACANT PROPERTY ON HURONDALE DRIVE IN WHITE LAKE TOWNSHIP](#)

 - B. [REQUEST TO APPROVE ADDITIONAL SERVICES NOTIFICATION FROM REDSTONE](#)

7. ADJOURNMENT

Procedures for accommodations for persons with disabilities: The Township will follow its normal procedures for individuals with disabilities needing accommodations for effective participation in this meeting. **Please contact the Township Clerk's office at (248) 698-3300 X-164 at least two days in advance of the meeting.** An attempt will be made to provide reasonable accommodations.

**RESOLUTION DECLARING SURPLUS PROPERTY AND
ACCEPTING THE OFFER TO PURCHASE THEREFOR
Vacant Property on Hurondale Drive
in White Lake Township
RESOLUTION #23-030**

At a special meeting of the Township Board of the Charter Township of White Lake, County of Oakland, State of Michigan, held in the Township Annex, 7527 Highland Road, White Lake, Michigan, on the 24th day of August 2023 at 5:00 p.m. with those present and absent being,

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____ and supported by

RECITALS:

WHEREAS, the Township owns vacant property on Hurondale Drive, in White Lake Township, as more particularly described in the attached as **Exhibit A** (the “Property”); and

WHEREAS, the Township is lawfully empowered by the Charter Township Act, Act 359 of 1947, as amended, and MCL 42.14 to convey Township property that is not needed for a public purpose; and

WHEREAS, the Property is not needed for public purpose; and

WHEREAS, on July 22, 2023, Paul Csikos submitted a Purchase Agreement for the purchase of the Property, attached as **Exhibit B**; and

WHEREAS, the Purchase Agreement was accepted by the Township Supervisor on July 31, 2023; and

WHEREAS, the Township Board of the Charter Township of White Lake desires to accept the Purchase Agreement, ratify the signature of the Township Supervisor and to proceed with the sale of the Property to Paul Csikos.

NOW, THEREFORE, IT IS THEREFORE RESOLVED THAT:

1. The Property is surplus and not needed for public purpose.
2. The Purchase Agreement, attached hereto as **Exhibit B**, for the sale of the Property between the Township and Paul Csikos is accepted and the signature of the Township Supervisor is hereby ratified.

3. The Township Supervisor is authorized to complete and sign any and all documents necessary to complete the sale of the Property.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Township Board of the Charter Township of White Lake, Oakland County, Michigan at a regular meeting held on August 24th, 2023.

Anthony L Noble
White Lake Township Clerk

Exhibit A

LEGAL DESCRIPTION OF PROPERTY

T3N, R8E, SEC 24 RIVERDALE SUB LOTS 43 TO 46 INCL 4-18-89 FR 002, 003 & 402-001 & 003

Exhibit B

Section 6, Item A.

KW Showcase Realty
2730 Union Lake Rd
Commerce Twp. MI 48382
Phone 248-360-2900



KW Showcase Milford
525 N. Main St, Ste. 240
Milford, MI 48381
Phone 248-406-3000

PURCHASE AGREEMENT

MLS#:		PROPERTY ID#	
LISTING AGENT:		BUYERS AGENT: Victoria M Carlson	
LISTING BROKER:		BUYERS BROKER: KW Showcase Realty	
AGENT ID:	AGENT PHONE:	AGENT ID: 373609	AGENT PHONE: (248) 360-2900
OFFICE ID:	EMAIL:	OFFICE ID: 328013	EMAIL: victoriacarlsonsell@kw.com

1. **THE UNDERSIGNED** hereby offers and agrees to purchase the following land situated in the City, Township, Village of White Lake County of Oakland, Michigan, described as Sidwell # _____, legally described as: T3N, R8E, SEC 24 RIVERDALE SUB LOTS 43 TO 46 INCL 4-18-89 FR 002, 003 & 402-001 & 003 Commonly known as V/L Hurondale Drive

together with all mineral rights, improvements, and appurtenances including lighting fixtures, ceiling fans, attached mirrors and all bathroom hanging 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 carpeting, built-in cabinetry, shelving, built-in kitchen appliances and equipment, storm windows and doors, screens, awnings and shutters, landscaping and play structures, TV antennas, TV wall mounts, built-in stereo equipment, rotor and controls, satellite dish and accessories, security/surveillance cameras, electronic/video doorbells/keypads, Wi-Fi thermostats, rolling doors, garage door opener and transmitters, mail box and fences, fuel in any tanks at time of possession, attached humidifiers, water softeners (rental units excluded), if any, now in or on the premises and specifically including any and all other items listed on the MLS listing, and _____

The following items are to be excluded: _____
Any attached items NOT excluded above shall be considered included in the sale.
PERSONAL PROPERTY: It is further understood between Buyer and Seller that the additional personal property listed herein has no value as it relates to this transaction.

2. **PRICE:** Buyer agrees to therefore pay the sum of Fifty Five Thousand Five Dollars Dollars, (\$55,005.00) subject to existing building and use restrictions, easements and zoning ordinances, if any, upon the following terms of sale:

3. **THE SALE TO BE CONSUMMATED BY:** (Use paragraph(s) A, B, C D)
- A. **CASH SALE:** Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money to be made by Funds to be wired to designated Title Company. If buyer has the property appraised, the parties agree that if the appraised value is less than the purchase price, buyer has the right to proceed, re-negotiate, or may declare this agreement null and void and full deposit shall be returned.
 - B. **CASH SALE WITH NEW MORTGAGE:** Delivery of the usual Warranty Deed conveying marketable title. Payment of purchase money to be made in the form of a cashier's check, or certified funds or wired. This Agreement is contingent upon Buyer being able to secure a V/L mortgage in the amount of \$ _____ or 80 % and pay \$ _____ or 20 % down plus mortgage costs, pre-paid items, and adjustments in cash. Buyer agrees to apply for such mortgage within _____ calendar days from acceptance of this offer. Purchaser agrees that in connection with said application to lender, Buyer will promptly comply with lender's request for all information required to process the loan application in a timely manner. The parties agree that if the appraised value of the property is less than the purchase price and seller refuses to reduce to negotiated or appraised value, buyer may declare this agreement null and void and full deposit shall be returned. If a firm commitment for such mortgage cannot be obtained within 30 calendar days from date of acceptance, at Seller's or Buyer's written option, this offer can be declared null and void and Buyer's deposit returned forthwith. **TRID**, Buyer authorizes Lender to provide copies of Closing Disclosure and any revisions to the Listing Agent and Buyers Agent listed above simultaneously with delivery of the Closing Disclosure to Buyer.
 - C. **APPLICABLE TO FHA OR VA SALES ONLY:** Includes paragraph B and see attached **FHA/VA Addendum**.
 - D. **SALE ON LAND CONTRACT:** See attached **Land Contract Sale Addendum**.

4. **EARNEST MONEY DEPOSIT:** Buyer is depositing \$ 5,000.00 in the form of a check, money order, cashier's check or electronic means/wire Immediately, or Within 48 hrs of accepted offer, which shall be held by KW Showcase, -or- shall be held by _____ An additional sum of \$ 0.00 shall be deposited within _____ calendar days of a satisfactory inspection, making the total Earnest Money Deposit \$ 5,000.00 The total sums deposited will be deemed the Earnest Money Deposit to be held in accordance with the rules and regulations of the Bureau of Real Estate Brokers and Sales Persons, which is part of the Department of Licensing and Regulatory Affairs and applied to the purchase price upon consummation of sale or will be returned to Buyer if offer is declined by Seller. The Earnest Money Deposit will be held according to the rules and regulations imposed by state law, including MCL 339.2512 and Mich Admin Code R 339.22313 (as these laws may be amended). Deposit has been received by _____ on _____

5. **SELLER CONCESSIONS:** Seller agrees to pay at closing \$ 0.00 or _____ % towards Buyers closing costs, prepaids and prorations.

RK
Seller(s)

PC
Buyer(s)

6. SELLER'S DISCLOSURE: Buyer(s) _____ / _____ HAS PC HAS NOT received and reviewed a Seller's Disclosure Form in accordance with Act 92 Public Acts of 1993.

7. LEAD-BASED PAINT: Buyer(s) _____ / _____ HAS PC HAS NOT received and reviewed a copy of a Lead Based Paint Disclosure Form, the terms of which are incorporated herein by reference.

8. NOTICE OF AGENCY: Sellers and Buyers acknowledge that they have received the form "Disclosure Regarding Real Estate Agency Relationship" explaining the different types of agency relationship and understand that both the listing agent and the selling agent have the duties as agents as set forth in the Agency Disclosure Form.

9. HOME WARRANTY: Buyer acknowledges notice of the availability and cost of a home warranty plan. Buyer(s) would like a Home Protection Plan YES, NO. Plan to be purchased through America's Preferred Home Warranty Company or _____ Paid by: Seller, Buyer Plan price of \$_____. Home Warranty to be ordered by Buyer's Agent or Seller's Agent.

10. LENDERS POLICY OF TITLE INSURANCE: Buyer and Seller acknowledge that Buyer may select a title insurance company of his/her choice to issue only mortgage policy of title insurance relative to the financing of the closing of this Purchase Agreement. By execution of this Purchase Agreement, Buyer 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 12 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 11. Buyer(s) herein select First Centennial Title for lender's title services as protected by RESPA Section 9.

11. TITLE EVIDENCE AND SURVEY: Seller, at Seller's sole cost and expense, agrees to furnish Buyer a Commitment for an expanded or extended Policy of Title Insurance without standard exceptions such as the Eagle Advantage or policy of similar or equal coverage prior to closing, and after closing, an Eagle Advantage Policy of Title Insurance without standard exceptions in the amount of the purchase price, bearing date later than acceptance hereof and guaranteeing title in the condition required for performance of this Agreement. The title commitment shall be marked up at closing through the date of closing and the Owner's Policy to be provided by Seller pursuant to this Agreement shall include coverage for the "gap" period between the date of closing of this Purchase Agreement and the date of the recording of the deed to Buyer. Buyer agrees to obtain and pay for a survey by a registered land surveyor. If Buyer does not obtain a survey, the Policy of Title Insurance will be issued with standard survey exceptions and Buyer agrees to hold Broker harmless. In the event that the title agency issuing the owner's policy required pursuant to this paragraph charges any additional fees as a result of Buyer's selection of its own title agency to issue any lender's policy of title insurance, such additional fees or costs shall be borne solely by Seller and Buyer shall be held harmless therefrom.

12. TITLE OBJECTION: After the title insurance commitment is delivered to Buyer, any objections, that title is not in the condition required for performance hereunder, shall be made in writing and delivered to Seller within three (3) business days of Buyer's receipt of Commitment of Title Insurance and all attachments thereto. Seller shall have a mutually agreed time frame from the date notified in writing of the particular defects claimed, to either (1) remedy the title, (2) obtain title insurance as required above, or (3) refund earnest money deposit in full termination of this Agreement. If Seller remedies title or obtains such title insurance within the time specified, Buyer agrees to complete the sale within the later of: (A) the date specified in this Agreement; or (B) ten (10) calendar days of written notification thereof. If Seller is unable to remedy title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this Agreement.

13. PROPERTY INSPECTION AND DUE DILIGENCE CONTINGENCY: (Note: Inspections required by FHA, VA, lenders, or municipalities are not made for, nor should they be relied upon by, Buyer.) Broker(s) recommend that Buyer conduct independent private inspection(s) of property at Buyer's expense. Due diligence may include, but is not limited to, any inspection(s) or research deemed necessary by Buyer, including: structural integrity, condition of mechanical systems, environmental status, health or safety conditions, surveys or infestation of termites or others. Broker also recommends that Buyer obtain an independent inspection on any sewer lines and for any environmental concerns, including radon. To ensure intended use of premises it is recommended that Buyer research: building and use restrictions; easements; ordinances; regulations; school district; property tax status; and any square footage verification must be completed during inspection period. Buyer's offer is contingent on Buyer's satisfaction with the results of all inspections and due diligence conducted by or on behalf of Buyer as well as their attorney's review and approval of these documents as to form, content and acceptance during this period.

Buyer must complete all due diligence inspections within _____ calendar days (7 days if left blank), starting the day after acknowledgement/bottom-line of a mutually accepted agreement. If Buyer is dissatisfied with the results of any inspection, Buyer must notify Seller of such dissatisfaction in writing within _____ calendar days (2 days if left blank) after the INSPECTION PERIOD, and may:

- A. Request that Seller repair those items with which Buyer is dissatisfied, or
 - B. Request that Seller reduce the sales price (and state the amount of reduction requested), or
 - C. Request that Seller give other concessions at closing to compensate Buyer for such defect(s), or
 - D. Provide notice to Seller that Buyer is terminating this Agreement, in which event, the Agreement is terminated effective as of the date of Buyer's notice and the entire earnest money deposit must be returned to Buyer (unless the parties otherwise agree).
- If Buyer requests Seller to repair, reduce the sales price, or give concessions, such requests do not terminate this Agreement, however, Seller shall have _____ days (2 if left blank) from receipt of such request(s) to agree to make such repairs, reduce the price, or give concessions. If Seller does not so agree, Buyer can waive the inspection contingency and the Buyer's dissatisfaction addendum, and accept the property "as-is", or declare this Agreement null and void (in which event the entire earnest money deposit shall be returned to Buyer).

Seller agrees if the property is winterized, at the Seller expense seller shall de-winterize for inspection and re-winterize again thereafter.

Buyer: DOES _____ / _____ DOES NOT PC choose to have the property inspected.
(Buyers Initials) (Buyers Initials)

RK
Seller(s)

PC1
Buyer(s)

14. FLOOD CERTIFICATION: See attached addendum made a part hereof, if applicable.

15. WELL, WATER & SEPTIC INSPECTION: If this property has a well and/or septic system, this agreement is contingent upon Buyer's approval of a well, water and/or septic inspection or other onsite waste and/or water treatment system on property by a qualified professional inspector and during the above inspection period, at the expense of the Seller Buyer (if unchecked, the seller shall). Seller to allow Buyer to be present for any and all inspections. Purchaser to remove this contingency within 3 days of receipt of the inspection and test reports (note: Seller(s) agree the water test results may require an additional days).

16. CONDOMINIUM AND HOME OWNERS ASSOCIATION DOCUMENTS: If property is a condominium or has a Home Owners Association, the Master Deed and Bylaws as well as any other documents pertaining too, are to be provided by Seller and at Seller's expense, to buyer(s). Seller to deliver documents to buyer or Buyers agent, within 3 business days of acceptance of this Agreement. Buyer(s) then has the right to review the condominium/association documents and approve within 4 business days after receipt by seller. If Buyer(s) are dissatisfied, Buyer(s) shall notify seller within this timeframe and this agreement shall be null and void and all earnest money deposited shall be returned to Buyer(s). Buyers may also void this contract if the Association dues are incorrectly or not disclosed to Buyer(s).

Buyer is aware and seller confirms the current association dues are \$0.00 per month year and that this amount shall be prorated to the date of closing.

A. Working Capital: It is mutually agreed that any Home Owners or Condominium Association Funds variously described as: working capital deposit, initial operating capital deposit, reserve account capital expenditure reserve, Seller's equity in Home Owners or Condominium Association Funds, insurance reserve fund or repaid insurance, or any funds other than monthly Association dues/fees shall be included within the purchase price and assigned to Buyer, excepting only where the association documents specifically call for reimbursement of such funds to Seller. Monthly Association dues/fees shall be prorated in accordance with paragraph 35 D of the Agreement.

17. CITY CERTIFICATION: If the municipality where property is located requires an inspection prior to sale, [] Seller or [] Purchaser [If blank, Seller is responsible] will pay for necessary inspections and required repairs, if any, to obtain written approval of municipality.

18. AS IS CONDITION AND RELEASE: Buyer has been afforded an independent inspection of the property and the Buyer affirms that Buyer has examined the above described property and is satisfied with the physical condition of the structure thereon and purchases said property in an "AS IS CONDITION," subject only to the rights of a property inspection and hereby knowingly waives, releases and relinquishes any and all claims or causes of action against Keller Williams, its officers, directors, employees and independent sales associates. It is further understood that Buyer and Seller recognize and agree that brokers and sales associates involved in this transaction are not parties to this Agreement and that Keller Williams Realty and its agents have made no promises or warranties of any kind nor assume any responsibility for representations made by Seller or any cooperating broker pertaining to the condition of the property other than those that are in writing and signed by all parties involved. Accordingly, Buyer and Seller covenant not to sue and further affirm that neither party shall make Keller Williams Realty or its Broker or Agents party to any dispute regarding the condition of the subject property and this waiver is knowingly and voluntary. Any violation of this covenant will impose the actual attorney fees incurred by Keller Williams Realty or its Broker or Agents against such violating party. (NO VERBAL AGREEMENTS WILL BE BINDING).

Buyer(s) initials: PC

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

- A. IMMEDIATELY AFTER CLOSING
- B. WITHIN _____ DAYS AFTER CLOSING BY 5PM. Commencing the day after closing, from and including the date of vacating,
 - Seller shall pay Buyer \$ _____ per day as occupancy charge.
 - Seller shall pay 1/30 P.L.T.I (principal, interest, taxes and insurance)

At closing, Seller shall deposit with escrow agent 1 1/2 times daily fee as noted above, times total days for said occupancy charge to hold as security. The escrow agent shall pay to the Buyer the amount of the occupancy charge and then reimburse Seller for any unused days. If occupancy by Seller is to extend longer than thirty (30) days, escrow agents shall release to Buyer 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 attorney fees, housing expenses, damages and other costs incurred by the Buyer in obtaining possession and collecting any amount due. Escrow agent has no obligation implied or otherwise for seeing that the property is vacated on the date specified or for the condition of the premises etc. but is only acting as an escrow agent for holding occupancy funds.

C. AS ADDITIONAL SECURITY, the Seller will deposit with the escrow agent the sum of \$ _____ to be held in escrow to ensure that the property is vacated and left in the same condition as of the date of closing. Buyer and Seller, or their representative agrees to a joint walk through at the property on the day occupancy is being turned over to Buyer to determine damages, if any, by 5pm. If Buyer 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. Buyer and Seller agree to give prompt and reasonable access to complete any repairs on subject home during occupancy.

D. If tenants occupy the property: (Check one, ONLY if currently a rental property)

- Seller will have the tenants vacate the property prior to closing.
- Buyer will be assigned all landlord rights and given all security deposit and rents prorated to date of closing with Buyer assuming all Landlord rights and obligations after date of closing.

RK
Seller(s)

PC
Buyer(s)

20. MAINTENANCE OF PROPERTY: Seller is responsible for keeping Property in substantially the same condition as of date of Agreement. Seller is responsible to maintain grounds and keep all systems including heating, sewer, well, septic, plumbing, electrical system and any appliances and equipment in good working order until Property is vacated and keys are surrendered by Seller except for conditions disclosed in Seller's Disclosure Statement or conditions discovered by Buyer as part of inspections. If the Property is pending closing during the fall or early winter months, the seller(s) agree to winterize the sprinkler system, pool and/or any other items (if available) that could be damaged by freezing.

21. WALK THROUGH: Buyer reserves the right to walk through property within 48 hours prior to possession and/or closing. The property including basement shall be broom-cleaned and the attic, crawl space, yard and garage/outbuildings, free of all debris, this includes building materials and paint cans upon vacating. In the event the property has been winterized, it shall be the obligation and expense of Seller to de-winterize the home portion of the property prior to closing.

22. AFFILIATED BUSINESS DISCLOSURE: Buyer and Seller acknowledge notice of the fact that Broker 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.

23. ARBITRATION: (Use paragraph A or B)

A. Any claim of Seller or Buyer arising out of this agreement relating to the disposition of the earnest money deposit or the physical condition of the property covered by this agreement shall be arbitrated in accordance with the rules, then in effect, adopted by the American Arbitration Association. This is a voluntary agreement between the Buyer and Seller and the failure to agree to arbitrate does not affect the validity of this agreement. This agreement is made subject to and incorporates the provisions of Michigan law governing arbitrations. This provision shall survive closing.

B. The parties do not wish to agree to arbitrate future disputes.

24. ENTIRE AGREEMENT: This Agreement supersedes any and all understandings and agreements and constitutes the entire agreement between the parties hereto which 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. Buyer 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. 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 the 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.

25. 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.

26. DEFAULT: Willful failure to perform by Seller or Buyer shall be an event of default under this Agreement. In the event of default by Seller hereunder, Buyer may elect to enforce the terms hereof or demand, and be entitled to a refund of the entire deposit in full termination of this Agreement or pursue any and all other remedies afforded under Michigan law. In the event of default by Buyer hereunder, Seller may declare forfeiture and be entitled to the deposit as liquidated damages as Seller's sole and exclusive remedy. In the event litigation is required due to default or failure to sign a Mutual Release, to enforce either parties rights hereunder, the prevailing party shall be entitled to the collection of all costs incurred including legal fees.

27. RISK OF LOSS: If loss or damage to the property occurs before closing for any reason including but not limited to, fire, vandalism, flood, weather or other act of God, risk of loss shall be on Seller. If property is destroyed or substantially damaged before closing, at Buyers option, this agreement may be declared null and void.

28. ATTORNEY REVIEW: This agreement is contingent upon Buyer's attorney's review and approval of these documents as to form and content and not as to price, within ___ calendar days [7 days if left blank] after effective date of this offer. If Buyer's attorney files a written objection, then, at Buyer's option, this agreement shall be cancelled and all earnest money deposited returned to Buyer. If Buyer's attorney does not file a written objection within the stipulated time, then this contingency shall be of no further effect, and the sale shall close as specified herein.

29. EFFECTIVE DATE: The effective date of this Agreement shall be the date of acknowledgment of receipt of the accepted offer.

30. COMPLIANCE FEE: Buyer understands and agrees to pay a compliance fee of \$395.00 for Keller Williams Market Center to comply with applicable federal and state statutes regarding storage and retention of all closing related documents.

31. FACSIMILE AND ELECTRONIC EXECUTION: A copy of the signature be it wet or electronic, of any party to this agreement will be immediately binding on that party on its receipt by the other party by electronic means and will have the same effect as an original signature. The parties agree that this offer, any counteroffer or acceptance, may be delivered by use of electronic authority with signatures, and that initials and modifications shall be deemed valid and binding upon the parties as if original signatures.

RK
Seller(s)

PC1
Buyer(s)

32. ADDITIONAL DOCUMENTS ATTACHED: The following are attached hereto and are made a part hereof (check all that apply)

Seller's Disclosure Statement	72 Hour Contingency	<input checked="" type="checkbox"/> Vacant Land Addendum
Lead-Based Paint Disclosure	Contingency Sale Addendum	Land Contract Addendum
Addendum to Purchase Agreement	Well and Septic Addendum	
FHA -VA Addendum	Swimming Pool Addendum	
Dual Agency Agreement	Builder/New Construction Addendum	
Condominium Addendum	Private Road Addendum	

33. OTHER TERMS AND CONDITIONS:
SELLER TO PAY BUYER BROKER A COMMISSION NOT TO EXCEED 3% OF PURCHASE PRICE

34. CLOSING: Upon acceptance of this Agreement by Seller and conveyance of title in the condition required herein and subject to the terms of this Agreement, Seller and Buyer agree to consummate the sale on or before (date) 8/28/2023. Closing of this sale shall take place at the office of listing broker or mutually agreed location. Buyer shall not be deemed in default of this Agreement for any delay beyond the agreed upon closing date due to reasons associated with the Truth in Lending and/or federal disclosure requirements related to Buyer's Good Faith Estimate. Further, in the event of delays resulting from such matters or any governmental regulation or lender requirement, the closing date shall be extended for the period necessary to satisfy these requirements.

35. SELLERS ACKNOWLEDGEMENT:

A. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA): Seller(s) affirm that they are, are not Residents of the United States. If Seller(s) are NOT Residents of the United States, seller is aware they must comply with section 1445 of the United States Internal Revenue Code at closing.

B. PRIVATE ROADS: Seller(s) represents that property is, is not, on a private road. If property is located on a private road, Seller shall provide Buyer with a separate document providing notice that private road is not required to be maintained by County Board of Road Commissioners (per M.C.L.A. 560.261 [P. A. 1967 No.]).

C. PRINCIPAL RESIDENCE: Seller(s) affirms that principal residence exemption for the subject property is currently in a 100% Homestead status unless otherwise stated in the MLS for this property at the time offer is made and accepted. If the property has Homestead status, seller will not remove the Homestead status prior to closing. If the Homestead status is removed and Buyer(s) property tax obligation increases, Seller(s) will reduce purchase price an amount equal to the tax increase.

D. 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 through 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 escrowholder who shall pay said billing to the proper authority and return the unused portion to Seller. Seller to pay State & County Transfer Taxes.

E. 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, they shall provide this information to Buyer. Upon receipt, Buyer shall have three (3) calendar days to review such documents. Buyer shall notify Seller within those three days if they wish to withdraw their offer and declare it null and void, or their willingness to proceed according to the agreed upon terms and conditions, or some other remedy agreed upon by both Seller and Buyer.



36. EXPIRATION: This offer shall remain irrevocable until withdrawn in writing OR until 11:59 p.m. E.S.T., on (date) 7/28/2023 and if not accepted by Seller, the deposit made by Buyer shall be returned upon funds clearing.


 Seller(s)


 Buyer(s)

Section 6, Item A.

37. **COUNTEROFFER:** In the event Seller makes any written changes in any of the terms and conditions of the offer presented by Buyer, such changed terms and conditions shall constitute a counteroffer by Seller to Buyer, which shall remain valid 6:00 PM E.S.T., on (date) 8/2/23, and shall require acceptance by the Buyer by initialing each change including date.

38. **ADDITIONAL OFFERS:** Upon Seller's written acceptance of this offer to purchase, Listing Realtor/Broker shall not show or present any other offers to Sellers and mark property pending in the MLS, unless otherwise provided in this contract.

By execution of this Agreement the Buyer(s) acknowledge the above price and terms are true and correct as their offer.

(Witness) _____ (Buyer) Paul Csikos

(Date) July 22nd, 2023 (Buyer) _____

SELLER'S ACCEPTANCE OF AGREEMENT OF SALE: The undersigned Seller accepts this offer and agrees to sell the described premises on the terms stated above. The earnest money recited above and paid by Buyer, shall be considered and used as earnest money, and shall be held according to the regulation of the Department of Consumer and Industry Services.

(Witness) Steve Stockton 07/31/23 (Seller) Rik Kowall 07/31/23

(Date) _____ (Seller) _____

ACKNOWLEDGEMENT OF RECEIPT: The undersigned Buyer(s), Seller(s) (if counterced) hereby acknowledge receipt of the acceptance of price and terms of this offer.

RK
Seller(s)

PC1
Buyer(s)



LAND ADDENDUM

This addendum is incorporated in the attached Agreement of Sale of Real Estate and shall be considered a part of that contract dated July 28th, 2023.

Covering property commonly known as V/L Hurondale Drive, White Lake, MI 48386.

INITIAL APPROPRIATE CLAUSES

SURVEY

Purchaser / Seller

1. _____ / _____ Seller(s) agree to furnish a staked boundary survey at their expense within 21 days of acceptance of this offer. Said survey is to be performed by a registered land surveyor.

~~2. PC / _____ Purchaser(s) agree to accept existing staked boundary survey. Said survey cannot be more than 5 years old, and must represent above property and legal description without any changes or splits. A mortgage survey IS/IS NOT acceptable.~~

RK NO SURVEY

LAND SPLITS

3. PC / RK If the land is being split form a larger parcel, seller(s) agree to immediately obtain approval or variance at their expense from the proper government agency, and warrant that the split does not interfere with the Michigan Subdivision Control Act. The purchaser(s) acknowledge and agree that is subject property is to be split, it is the purchaser(s) sole responsibility to verify with the local municipality the requirements which are to be met to legally split the property. Time allotted for approvals or variances not to exceed _____ days or at seller's option this offer is null and void.

WELL AND SEPTIC

4. _____ / _____ This offer is subject to purchaser(s) obtaining a satisfactory water well. Well drilling shall be ordered at Purchaser's expense within five (5) days of final acceptance of this Agreement of Sale. If a satisfactory well is not obtained within _____ days of final acceptance of Agreement of Sale or after documented attempts, there is not water available at the site, at seller's or purchaser's option this offer can be declared null and void, and earnest money deposit returned to purchaser(s). If well drilling has begun but not finalized, seller agrees to an extension of _____ days for completion of the well drilling.

5. _____ / _____ If the property has an existing well it must be inspected by the county health department or a private enterprise that performs a similar service at _____ expense. This offer is subject to a well inspection resulting in Nitrate count not to exceed county health department guidelines and a satisfactory bacterial count. Purchaser(s) acknowledge and understand that although the well may be working properly, it may not meet the current Michigan standard requirement of a minimum 4" above ground well head. If results exceed guidelines then purchaser may declare this offer null and void.

- 6. PC / RK Purchaser(s) waive any inspections of the well and understand that they are accepting the well in an "as is" condition. Further, purchaser(s) agree to hold sellers and Broker(s) harmless from any problems that could occur with the well at any further date.

- 7. _____ / _____ If the property has a septic system, the septic system must be inspected by the county health department or a private enterprise that performs a similar service at _____ expense. This offer is subject to a satisfactory inspection whereby there is currently no malfunction of the system. Purchaser(s) further acknowledge that the average life expectancy of a tile field may be 10-12 years. Purchaser(s) shall accept the results of the septic inspection if there is no evidence of malfunction, at this time regardless of the age of the field.

- 8. PC / RK Purchaser(s) waive any inspections of the septic system and understand they are accepting the septic system in an "as is" condition. Purchaser(s) agree to hold seller(s) and Brokers harmless from any problems that could occur with the septic system at any future date.

PERCOLATION TEST

- 9. _____ / _____ This Agreement of Sale is contingent upon purchaser(s) obtaining approval from the _____ county health department for the construction of a conventional septic system. Said test to be done within _____ days of final acceptance of Agreement of Sale, and if not approved by the health department, this offer will be declared null and void and the earnest money deposit returned to purchaser(s).

- 10. _____ / _____ Should it be determined by the percolation test that an engineered septic field must be installed for building purposes, the cost of such work cannot exceed \$ _____. Purchaser(s) agree to secure and estimate of costs within _____ days of acceptance of Agreement. If selling broker does not receive written verification within _____ days of acceptance of Agreement of Sale of purchaser(s) dissatisfaction of costs, this contingency will be considered satisfied and this Agreement of Sale binding without regard to said cost.

**SOIL TESTING
ENVIRONMENTAL DISCLOSURE**

- 11. _____ / _____ Seller(s) state to the best of their knowledge 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(s) should check with the local township, county or federal agencies for precise information regarding environmental conditions affecting this property. Purchaser(s) are aware they may have an environmental evaluation made at their expense within thirty days of final acceptance of this Agreement of Sale. If selling broker does not receive written verification within thirty days of dissatisfaction with regard to evaluation, this contingency will be considered satisfied and this Agreement of Sale binding without regard to said evaluation.

- 12. _____ / _____ Seller(s) state there IS an underground/above-ground storage tank, and further agree 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 is contaminated and costs for cleanup exceed \$ _____, seller(s) may declare this offer null and void and earnest money deposit returned to purchaser(s).

13. PC RK
Mandatory

Broker(s) make no warranties nor assume any responsibility regarding environmental conditions affecting this property. Purchaser(s) and seller(s) agree to hold Broker(s) harmless from any problems that may arise at any future date.

14. _____ / _____ This Agreement of Sale is subject to purchaser(s) obtaining site and building plan approval from the local government agency(s) within sixty (60) days of final acceptance of this Agreement.

15. PC RK
Mandatory

All parties agree and affirm they have reviewed each initialed clause of this addendum, and understand the meaning and importance of each initialed clause.

16. _____ / _____ Additional Conditions:

Witness

July 28th, 2023

Date _____
Authentisign
Steve Stockton 07/31/23
Witness

Paul Csikos
Purchaser

Rik Kowall 07/31/23
Purchaser
Seller

Date

Seller



ADDENDUM/AMENDMENT

This Addendum is part of and incorporated into an Agreement of Sale dated: July 28th, 2023.

Property Address V/L Hurondale Drive, White Lake, MI 48386

By Paul Csikos, as Buyer(s)

And Rick Kowall, as Seller(s).

The following is/are to be considered as part of the above referred to Offer to Purchase Real Estate. Buyers and Sellers acknowledge and agree to the following:

PURCHASER AND SELLER AGREE PURCHASERS FINANCING OF THE PROPERTY WILL BE IN THE FORM OF CASH - NO MORTGAGE

Buyer(s) and Seller(s) hereby agree to all conditions of this Addendum.

Witness

August 22nd, 2023
Date

Witness

Date

Paul Csikos

Buyer

Buyer

Seller

Seller

Certificate ID: 80DA7233-B42F-EE11-B8F0-6045BDED1B5F

Signing Information:

Signing Name: Hurondale Offer

ID: 80DA7233-B42F-EE11-B8F0-6045BDED1B5F

Start Date: Jul 31, 2023 11:09:17 AM EDT

End Date: Jul 31, 2023 12:49:21 PM EDT

Signers: 2

Reviewers: 0

CC: 0

Creator: Steve Stockton

Email: Steve@TheStocktonTeam.com

Document Information:

Document Name: Hurondale-Offer-Revised

ID: 1B26A951-B42F-EE11-B8F0-6045BDED1B5F

Pages: 9

Signature Blocks: 4

Initial Blocks: 14

Participant Activity:

Name: Rik Kowall

Type: Email:

Email: rkowall@whitelaketwp.com

TOS/STAESP/CCD: Accepted: Jul 31, 2023 12:48:42 PM EDT [170.249.30.66]

EULA/TOS Version: https://secure.authentisign.com/assets/files/Authentisign_TOS_202106.pdf

STAESP Version: https://secure.authentisign.com/assets/files/Authentisign_STAESP_202106.pdf

CCD Version: https://secure.authentisign.com/assets/files/Authentisign_CCD_202106.pdf

Document: Signed And Accepted: Jul 31, 2023 12:49:19 PM EDT [170.249.30.66]

Name: Steve Stockton

Type: Email:

Email: Steve@TheStocktonTeam.com

TOS/STAESP/CCD: Accepted: Jul 31, 2023 11:20:25 AM EDT [38.205.128.194]

EULA/TOS Version: https://secure.authentisign.com/assets/files/Authentisign_TOS_202106.pdf

STAESP Version: https://secure.authentisign.com/assets/files/Authentisign_STAESP_202106.pdf

CCD Version: https://secure.authentisign.com/assets/files/Authentisign_CCD_202106.pdf

Document: Signed And Accepted: Jul 31, 2023 11:19:41 AM EDT [99.120.82.196]

Signature / Initials:

Certificate ID: 80DA7233-B42F-EE11-B8F0-6045BDED1B5F

Signature:

Initials:

AuthentiSIGN
Rik Kowall

AuthentiSIGN
RK

AuthentiSIGN
Steve Stockton

AuthentiSIGN
SS

Certificate ID: 80DA7233-B42F-EE11-B8F0-6045BDED1B5F

Consumer Consent Disclosure

By proceeding and selecting the "I Agree" button corresponding to the Consumer Consent Disclosure section on the Authentisign Terms of Service window you are agreeing that you have reviewed the following consumer consent disclosure information and consent to transacting business electronically, to receive notices and disclosures electronically, and to utilize electronic signatures instead of using paper documents. This electronic signature service ("Authentisign") is provided on behalf of our client ("Sender") who is listed with their contact information at the bottom of the Authentisign Signing Participant email ("Invitation") you received. The Sender will be sending electronic documents, notices, disclosures to you or requesting electronic signatures from you.

You are not required to receive disclosures, notices or sign documents electronically. If you prefer not to do so, you can make a request to receive paper copies and withdraw your consent to conduct business electronically at any time as described below.

Scope of Consent

You agree to receive electronic notices, disclosures, and electronic signature documents with all related and identified documents and disclosures provided over the course of your relationship with the Sender. You may at any point withdraw your consent by following the procedures described below.

Hardware and Software Requirements

To receive the above information electronically, you will need all of the following:

- a computer or tablet device with internet access
- a working individual email address
- a supported operating system and browser from list table below

Operating System	Apple Safari	Mozilla® Firefox	Edge	Chrome
Windows 7/8/10	N/A	60 or higher	84 or higher	80 or higher
MacOS X 10.9 or higher	13.1 or higher	60 or higher	N/A	80 or higher
Android 7.0 or higher	N/A	N/A	N/A	80 or higher
Apple - IOS 10.0 or higher	13.5 or higher	N/A	N/A	80 or higher

JavaScript and Cookies must be enabled in the browser.

Certificate ID: 80DA7233-B42F-EE11-B8F0-6045BDED1B5F

Requesting Paper Copies

You have the ability to download and print or download any disclosures, notices or signed documents made available to you through Authentisign using the document print options located within the service. Authentisign can also email you a copy of all documents you sign electronically. You are not required to receive disclosures, notices or sign documents electronically and may request paper copies of documents or disclosures if you prefer. If you do not wish to work with electronic documents and instead wish to receive paper copies you can contact the Sender through the Authentisign document signing interface or request paper copies by following the procedures described below. There could be fees associated to printing and delivering the paper documents.

Withdrawal of Consent to Conduct Business Electronically

Consent to receive electronic documents, notices or disclosures can be withdrawn at any time. In order to withdraw consent you must notify the Sender. You may withdraw consent to receive electronic notices and disclosures and optionally electronically signatures by following the procedures described below.

Requesting paper documents, withdrawing consent, and/or updating contact information

To request paper copies of documents, withdraw consent to conduct business electronically and receive documents, notices, or disclosures electronically or sign documents electronically please contact the Sender by sending an email to Sender's email address located at the bottom of the Invitation requesting your desired action. Use one of the following email subject lines and insert the associated text into the body of the email:

- **Email Subject line: "Request for Paper Documents"**
Include your full name, email address, telephone number, postal address and the signing name found in the Invitation in the body of the email.
Note: There could be per page and delivery fees required by the Sender to send the paper documents.
- **Email Subject line: "Withdraw Consent to Conduct Business Electronically"**
Include your full name, email address, telephone number, postal address and the signing name found in the Invitation in the body of the email.
- **Email Subject line: "Update Contact Information"**
Include your full name, email address, telephone number, postal address and the signing name found in the Invitation in the body of the email, along with the requested change(s) to your contact information



Redstone Architects Inc.
Law Enforcement-Justice-Public Safety-Municipal

ADDITIONAL SERVICES NOTIFICATION

TO:	Sean O'Neil, Project Manager/Planning Director	DATE	August 22, 2023
COMPANY	Charter Township of White Lake 7525 Highland Road White Lake Township, MI 48383	PROJECT #	3702.00
PROJECT NAME	White Lake Township Public Safety Building	PHASE	F20
Distribution:	Rik Kowall, Supervisor;		

In accordance with the Agreement dated January 18, 2023, Notification is made of the need to proceed with Contingent Additional Services or to proceed with a Change in Service as follows:

Engage Action Target to design the equipment for a future gun range in the Public Safety Building.

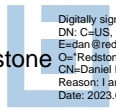
Compensation:

A FIXED LUMP SUM FEE OF:	Per the Action Target proposal, a fixed fee of \$25,000.
AN ESTIMATED HOURLY FEE OF:	N/A
TIME ADJUSTMENT, IF ANY:	none

In addition to the Compensation indicated above, Reimbursable Expenses and Additional Services by Consultants, as required to complete this work, will be subject to an administrative markup of 10 %.

PLEASE ACKNOWLEDGE YOUR ACCEPTANCE by signing below and returning one signed original to our office. If this is not your understanding or you do not want to proceed with this service, please notify the writer immediately.

Redstone Architects, Inc.

By  Digitally signed by Daniel Redstone
DN: C=US,
E=dan@redstonearchitects.com,
O="Redstone Architects, Inc.",
CN=Daniel Redstone
Reason: I am approving this document
Date: 2023.08.22 15:10:17-04'00'

Date: _____

Client Acceptance:

By: _____

Date: _____



ADDITIONAL SERVICES NOTIFICATION

[PRINTED NAME AND TITLE]