

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
WEDNESDAY, OCTOBER 04, 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 #23-038; TO CONSIDER AN OFFER TO PURCHASE SURPLUS TOWNSHIP PROPERTY - PARCEL NUMBERS: 12-13-128-024 AND 12-13-128-025](#)
 - B. [RESOLUTION #23-039; TO CONSIDER AN OFFER TO PURCHASE SURPLUS TOWNSHIP PROPERTY PARCEL NUMBERS: 12-13-202-017 AND 12-13-202-018](#)

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 three days in advance of the meeting.** An attempt will be made to provide reasonable accommodations.

**CHARTER TOWNSHIP OF WHITE LAKE
OAKLAND COUNTY, MICHIGAN**

RESOLUTION #23-038

**ACCEPTING OFFER TO PURCHASE
Vacant Parcels on Gale Island in White Lake Township**

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 4th day of October 2023 at 5:00 p.m. with those present and absent being,

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____ and seconded by _____.

RECITALS:

WHEREAS, the Township owns two (2) vacant parcels on Gale Island in White Lake Township that were obtained through the property tax foreclosure process, which parcels are more particularly described in the attached as **Exhibit A** (the “Properties”); 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, on September 19, 2023, the Township Board declared the Properties surplus and not needed for any public purpose; and

WHEREAS, the Township received on Offer to Purchase the Properties, attached as **Exhibit B**; and

WHEREAS, the Township Board of the Charter Township of White Lake desires to accept the Purchase Agreement.

NOW, THEREFORE, IT IS THEREFORE RESOLVED THAT:

1. The Township Supervisor is authorized to accept the Purchase Agreement attached as Exhibit B and to complete and sign any and all documents necessary to complete the sale of the Property.

A vote on the foregoing resolution was taken and was as follows:

- Ayes:
- Nays:
- Absent:

THE RESOLUTION WAS ADOPTED BY VOICE VOTE.

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 special meeting held on October 4, 2023.

Anthony L. Noble
White Lake Township Clerk

Exhibit A

LEGAL DESCRIPTION OF PROPERTY

12-13-128-024 (Proposed Lot A)

T3N, R8E, SEC 13 GALES LAKE PONTIAC SUB LOTS 17 TO 20 INCL BLK 1, ALSO OF 'ENGLISH VILLAS SUB' PART OF LOTS 429, 435 & 436 ALL DESC AS BEG AT PT DIST N 86-51-45 E 2560.26 FT & S 02-09-12 E 659.75 FT FROM NW SEC COR, TH S 02-09-12 E 128.27 FT, TH N 87-40-08 E 30 FT, TH S 02-09-12 E 60 FT, TH S 87-40-08 W 100 FT, TH N 02-09-12 W 120 FT, TH S 87-40-08 W 50 FT, TH N 02-09-12 W 30 FT, TH S 87-40-08 W 62.39 FT TO TRAV PT 'B', TH S 87-40-08 W 5 FT TO WATER'S EDGE OF PONTIAC LAKE, TH NELY 209.40 FT M/L ALG WATER'S EDGE, TH S 02-09-12 E 14.94 FT TO TRAV PT 'A' ALSO BEING PT OF BEG LOC N 38-14-05 E 24.21 FT & N 65-12-24 E 73.31 FT & S 87-38-03 E 99.35 FT FROM TRAV PT 'B', 8-1-23 FR 001, 008, 090 & 020

AND

12-13-128-025 (Proposed Lot C)

T3N, R8E, SEC 13 ENGLISH VILLAS SUB PART OF LOTS 435 & 436 ALL DESC AS BEG AT PT DIST N 86-51-45 E 2560.26 FT & S 02-09-12 E 728.02 FT & N 87-40-08 E 30 FT & S 02-09-12 E 120 FT FROM NW SEC COR, TH S 02-09-12 E 222.95 FT TO TRAV PT 'A', TH S 02-09-12 E 5 FT TO WATER'S EDGE OF PONTIAC LAKE, TH WLY 101.50 FT M/L ALG WATER'S EDGE, TH N 02-09-12 W 5 FT TO TRAV PT 'B' LOC N 88-04-11 W 100.25 FT FROM TRAV PT 'A', TH N 02-09-12 W 215.50 FT, TH N 87-40-08 E 100 FT TO BEG 8-1-23 FR 012, 016 & 020

EXHIBIT B
[ATTACH PURCHASE Agreement]

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: Steve Stockton		BUYERS AGENT: Steve Stockton	
LISTING BROKER: KW Showcase Realty		BUYERS BROKER: KW Showcase Realty	
AGENT ID: 145669	AGENT PHONE:	AGENT ID: 145669	AGENT PHONE: (248) 755-7500
OFFICE ID: 328013	EMAIL: steve@thestocktonteam.com	OFFICE ID: 328013	EMAIL: steve@thestocktonteam.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 # 12-13-128-024 & 12-13-128-025, legally described as: Sidwell #'s 12-13-128-024 & 12-13-128-025
 Commonly known as Gale Island St - Lots A & C

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, mailbox 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 Two Hundred Thousand Dollars Dollars, (\$200,000.00) 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 _____ mortgage in the amount of \$ _____ or _____ % and pay \$ _____ or _____ % 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 _____ 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 Steve Stockton on _____.

5. SELLER CONCESSIONS: Seller agrees to pay at closing \$ _____ or 0 % towards Buyers closing costs, prepaids and prorations.

 Seller(s)



6. **SELLER'S DISCLOSURE:** Buyer(s) _____ / _____ HAS,  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,  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 _____ 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 there from.

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 inspections(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. Buyers' 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 0 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 0 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  choose to have the property inspected.
(Buyers Initials) (Buyers Initials)


Buyer(s)

Seller(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 \$ _____ 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: MC , KC

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.I.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.

Authentisign MC KC

Buyer(s)

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Seller(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.

Seller(s)


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

33. OTHER TERMS AND CONDITIONS:
See attached surveys with legal descriptions.

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) 11/15/2023. 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 _____ E.S.T., on (date) _____ and if not accepted by Seller, the deposit made by Buyer shall be returned upon funds clearing.

Seller(s)


 Buyer(s)

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 _____ E.S.T., on (date) _____, 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) Steve Stockton 09/28/23

(Buyer) Michael Chipman 09/28/23

(Date) _____

(Buyer) Kathryn Chipman 09/28/23

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) _____

(Seller) _____

(Date) _____

(Seller) _____

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

1
Seller(s)

MC KC
Buyer(s)



K-1

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.

K-2

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.

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

Steve Stockton

09/28/23

Licensee Listing Agent Steve Stockton

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.

Michael Chipman

09/28/23

Potential Buyer/Seller (circle one) Michael Chipman

Date

Kathryn Chipman

09/28/23

Potential Buyer/Seller (circle one) Kathryn Chipman

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.



CUSTOMER FRAUD WARNING AND ACKNOWLEDGEMENT

As a result of numerous e-mail, text and social media message scams, funds that are to be wired have been targeted, and in some cases, stolen. These scams involve authentic-looking, yet false, wire instructions appearing to be from title, mortgage or real estate companies. If these false wire instructions are followed, the funds divert to the criminals.

While Keller Williams has policies and procedures in place to minimize such fraud, unauthorized parties can, unfortunately bypass even the best security systems.

Please follow these instructions for your security:

1. Never transmit non-public personal information, such as social security numbers, bank account or routing numbers, credit or debit card numbers or wire instructions by electronic communication. If you are sending wire instructions as a seller, verify that the correct instructions were received by a known representative of the intended recipient. E-MAILS THAT ATTEMPT TO INDUCE FRAUDULENT WIRE TRANSFERS ARE COMMON AND MAY APPEAR TO COME FROM A TRUSTED SOURCE.
2. Wire instructions should be sent to you via encrypted email by your title and/or mortgage company ONLY. If encrypted email is not available, wire instructions should be delivered by hand, telephone, USPS mail or overnight courier.
3. Before you wire funds to anyone (including your title company, lender, real estate agent or lawyer), personally call them at a number you obtained on your own to confirm that the transaction is legitimate. DO NOT USE THE TELEPHONE NUMBER USED IN THE EMAIL.
4. If you receive any electronic communication directing you to transfer funds or to provide personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM KELLER WILLIAMS, do not respond to it and call your sales person immediately. Be especially wary of any change in wire instructions, **wire instructions RARELY, IF EVER, change.**

Immediately notify your banking institution if you are, or suspect that you are, a victim of wire fraud.

The undersigned agree(s) to defend, and hold harmless, Keller Williams, its associated real estate salespeople and affiliated title and lending companies, from all liability that relates to, or arises from, the use, or attempted use, of wire transfer of funds in connection with the contemplated transaction.

ACCEPTED AND AGREED:

Authentisign
Michael Chipman 09/28/23

Signature

Michael Chipman

Printed Name

Dated

Authentisign
Kathryn Chipman 09/28/23

Signature

Kathryn Chipman

Printed Name

Dated



EARNEST MONEY DEPOSIT RECEIPT AND AGREEMENT

Notice to Purchaser

You have tendered an Earnest Money Deposit (EMD) in connection with an offer made on the property referenced below. State law requires that the salesperson deliver your EMD to his/her broker immediately. It will be deposited in the broker's non-interest bearing account. If your EMD was tendered in the form of a personal check, you should have funds readily available in your bank account to allow it to clear promptly. In the event your check is returned for non-sufficient funds, a fee of \$35.00 will be charged for each occurrence. By your signature below, you acknowledge and agree that any such charge may be deducted from a refund of your EMD and may be included as a charge to you in your closing documents (unless paid separately). **EMD check must be made payable only to the brokerage, KELLER WILLIAMS REALTY and delivered to the brokerage by AGENT. The broker and KELLER WILLIAMS REALTY will not be liable or responsible for any damages incurred by customer for any EMD checks made payable to AGENTS OR ANY OTHER ENTITY.**

Refund Policy

Offer Not Accepted: Your EMD will be returned to you promptly, subject to the same limitations noted in the following paragraph with respect to personal check.

Offer Accepted: If the sale does not close, your EMD will be handled as provided in the fully executed Mutual Release of Purchase Agreement. Your deposit will be refunded or disbursed when we have received notice that your check has cleared.

Dispute over Earnest Money Deposit: If a dispute should occur as to the disbursement of your EMD, it will be retained in the Broker Trust Account until the dispute is resolved or a court or arbitration decision is rendered.

Acknowledged and Agreed:

Purchasers Signature: Michael Chipman Date: 09/28/23
Purchasers Signature: Kathryn Chipman Date: 09/28/23

Salesperson: Original Deposit Additional Deposit Amount \$5,000.00

For Property Located At: Gale Island St - Lots A & C

Transfer Deposit from: _____
1st EMD Address

In the form of: Personal Check Cashiers/Certified Check Other _____

Buyers Name: Michael Chipman _____
Printed Name Telephone #

Current Residence: _____

Sellers Name: White Lake Twp - Rik Kowall _____
Printed Name Telephone #

Date EMD is Received by Salesperson: _____

Salesperson: Steve Stockton (248) 755-7500
Printed Name Telephone #

MUST ATTACH COPY OF PURCHASE AGREEMENT
AND
COPY OF MLS SHEET

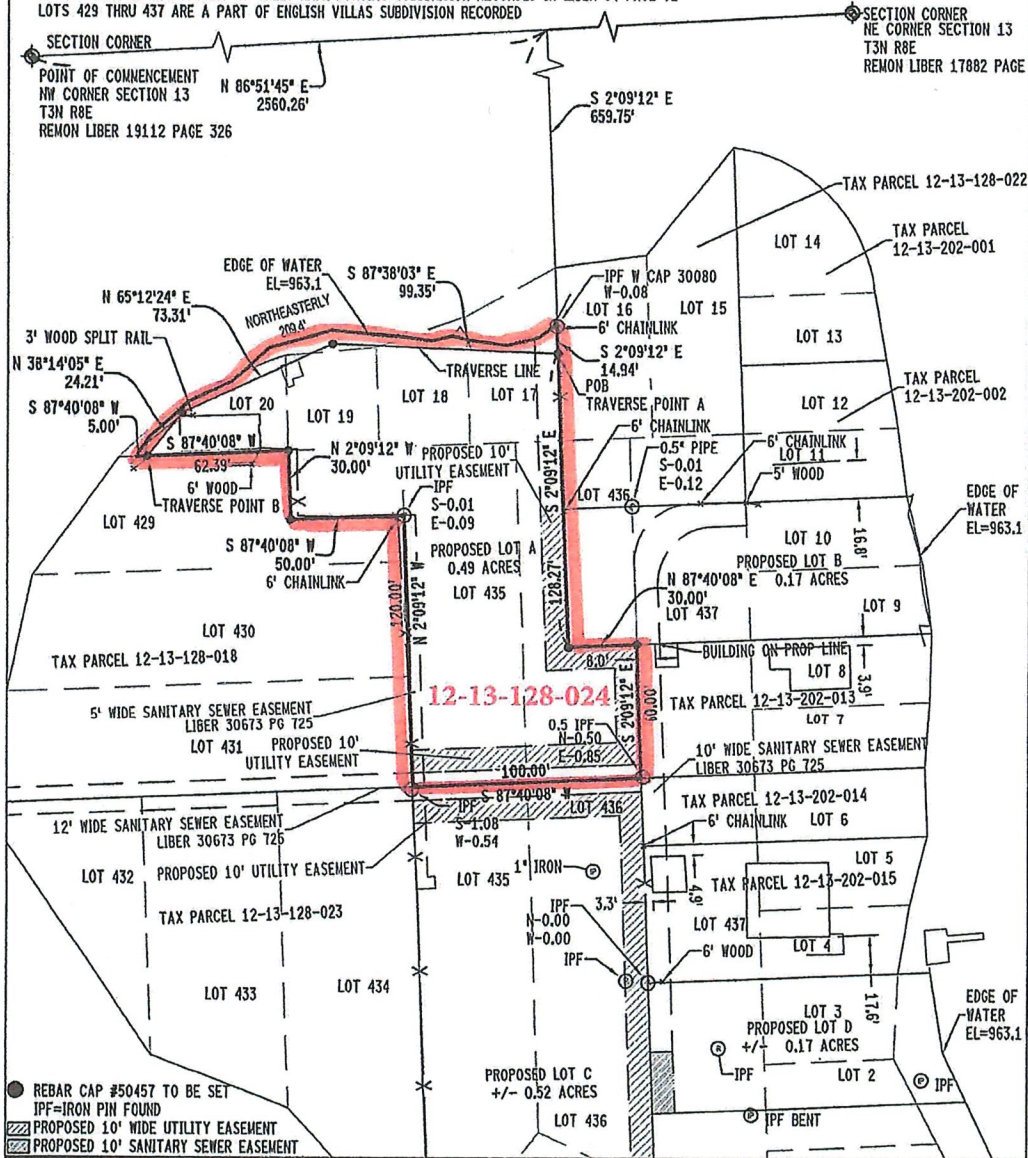
PROPOSED LOT A | 12-13-128-024

PROPOSED PARCEL

DESCRIPTION OF PROPOSED PARCEL A

THE FOLLOWING DESCRIBED PREMISES SITUATED IN THE WHITE LAKE TOWNSHIP, COUNTY OF OAKLAND AND STATE OF MICHIGAN AND BEING A PART OF TOWNSHIP 3 NORTH, RANGE 8 EAST, SECTION 13 GALES LAKE PONTIAC SUBDIVISIONS LOTS 17-20 AND PART OF LOTS 429, 435 AND 436 OF ENGLISH VILLAS SUBDIVISION. DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SECTION 13, THENCE ON A LINE BETWEEN THE NORTHWEST CORNER OF SECTION 13 AND THE NORTHEAST CORNER OF SECTION 13 NORTH 86°51'45" EAST 2560.26 FEET; THENCE SOUTH 2°09'12" EAST 659.75 FEET TO A SET REBAR BEING TRAVERSE POINT A AND THE POINT OF BEGINNING; THENCE SOUTH 02°09'12" EAST 128.27 FEET TO A SET REBAR; THENCE NORTH 87°40'08" EAST 30.00 FEET TO A SET REBAR ON THE WEST LINE OF LOT 437 OF ENGLISH VILLAS SUBDIVISION; THENCE ALONG LOT 437 SOUTH 02°09'12" EAST 60.00 FEET TO AN IRON PIN; THENCE SOUTH 87°40'08" WEST 100.00 FEET TO AN IRON PIN BEING THE SOUTHEAST CORNER OF LOT 431 OF ENGLISH VILLAS SUBDIVISION; THENCE NORTH 02°09'12" WEST 120.00 FEET TO A SET REBAR; THENCE SOUTH 87°40'08" WEST 50.00 FEET TO A SET REBAR; THENCE NORTH 02°09'12" WEST 30.00 FEET TO A SET REBAR ON THE PROPERTY LINE BETWEEN ENGLISH VILLAS SUBDIVISION AND GALE LAKE SUBDIVISION THENCE ALONG PROPERTY LINE SOUTH 87°40'08" WEST 62.39 FEET TO A SET REBAR BEING TRAVERSE POINT B; THENCE SOUTH 87°40'08" WEST 5.00 FEET TO A POINT ON THE WATERS EDGE OF PONTIAC LAKE; THENCE NORTHEASTERLY ALONG THE WATER'S EDGE 209.4 FEET TO A POINT; THENCE SOUTH 02°09'12" EAST 14.94 FEET TO TRAVERSE POINT A AND THE POINT OF BEGINNING; TRAVERSE POINT A BEING NORTH 38°14'05" EAST 24.21 FEET TO A SET REBAR, NORTH 65°12'24" EAST 73.31 FEET TO A SET REBAR AND SOUTH 87°38'03" EAST 99.35 FEET TO A SET REBAR FROM TRAVERSE POINT B. PARCEL CONTAINS 0.49 ACRES MORE OR LESS.

BASIS OF BEARING IS MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE 2113, INTERNATIONAL FEET, NAD 83, 2011 ADJUSTMENT YEAR
 LOTS 1 THRU 20 ARE A PART OF GALES LAKE PONTIAC SUBDIVISION RECORDED IN LIBER 34 PAGE 61
 LOTS 429 THRU 437 ARE A PART OF ENGLISH VILLAS SUBDIVISION RECORDED



Section 13 Town 3 North Range 8 East White Lake Township, Oakland County, Michigan SCALE: 1"=60'



INNOVATIVE IDEAS
 EXCEPTIONAL DESIGN
 UNMATCHED CLIENT SERVICE

Charter Township of White Lake
 7525 Highland Road
 White Lake, Michigan 48383

JOB NO. 2345-7617-00

DATE ISSUED
 6/30/2023

DESIGN:

CHECKED:
 TWW

DRAWN:
 DRW

SHEET NO. 10 OF 15

Authentisign
 Michael Chipman

09/28/23

Authentisign
 Kathryn Chipman

09/28/23

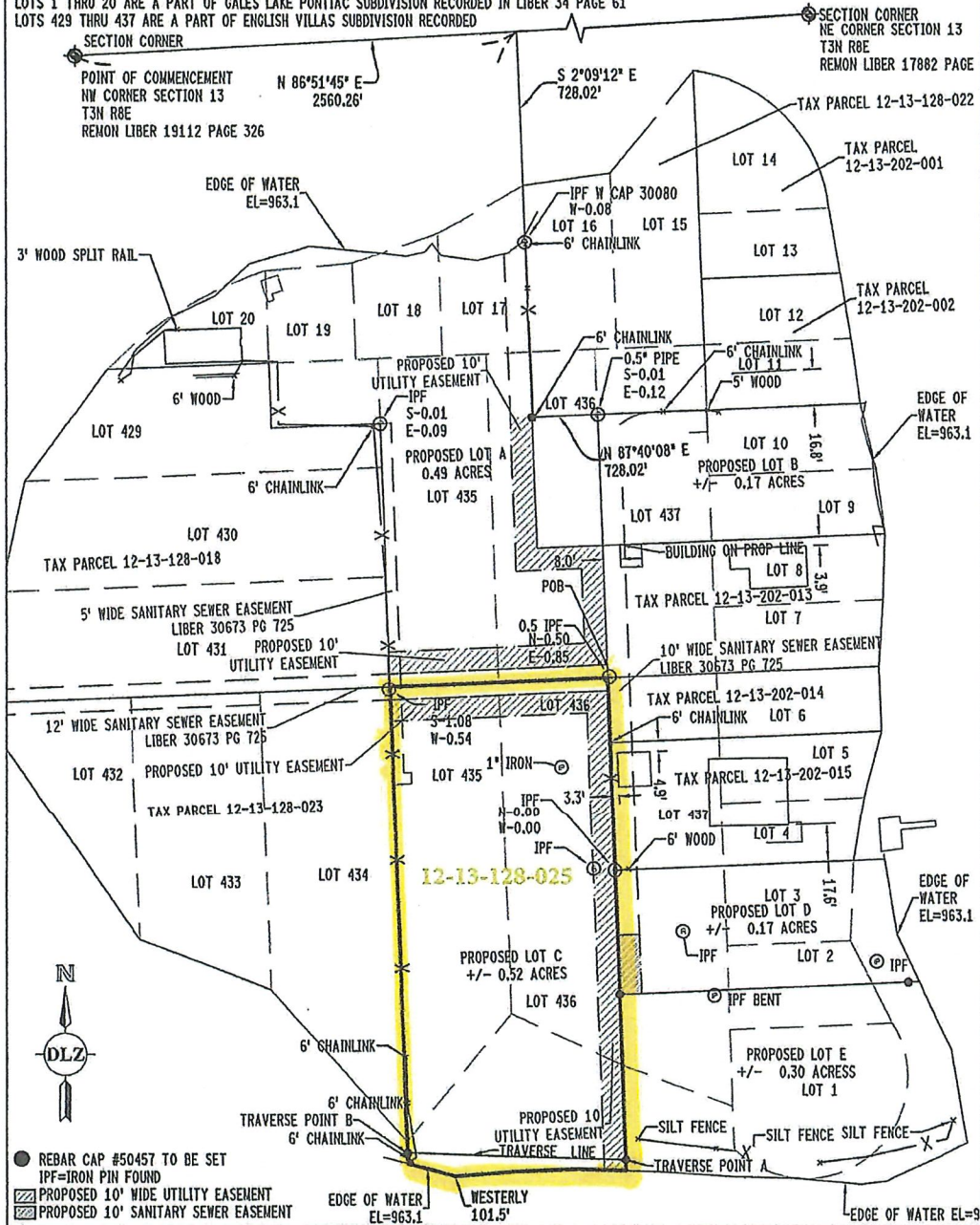
PROPOSED LOT C | 12-13-128-025

PROPOSED PARCEL


DESCRIPTION OF PROPOSED PARCEL C

THE FOLLOWING DESCRIBED PREMISES SITUATED IN WHITE LAKE TOWNSHIP, COUNTY OF OAKLAND AND STATE OF MICHIGAN AND BEING A PART OF TOWNSHIP 3 NORTH, RANGE 8 EAST, SECTION 13 LOTS 435 AND 436 OF ENGLISH VILLAS SUBDIVISION. DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SECTION 13, THENCE ON A LINE BETWEEN THE NORTHWEST CORNER OF SECTION 13 AND THE NORTHEAST CORNER OF SECTION 13 NORTH 86°51'45" EAST 2560.26 FEET; THENCE SOUTH 2°09'12" EAST 728.02 FEET TO A SET REBAR; THENCE NORTH 87°40'08" EAST 30.00 FEET TO AN IRON PIPE; THENCE SOUTH 02°09'12" EAST 120.00 FEET TO AN IRON PIN AND THE POINT OF BEGINNING; THENCE ALONG LOT 437 SOUTH 02°09'12" EAST 222.95 FEET TO A SET REBAR BEING TRAVERSE POINT A; THENCE SOUTH 02°09'12" EAST 5.00 FEET TO THE WATER'S EDGE OF PONTIAC LAKE; THENCE WESTERLY ALONG THE WATER'S EDGE 101.5 FEET; THENCE NORTH 02°09'12" WEST 5.00 FEET TO SET REBAR BEING TRAVERSE POINT B, TRAVERSE POINT B BEING NORTH 88°04'11" WEST 100.25 FEET FROM TRAVERSE POINT A; THENCE NORTH 02°09'12" WEST 215.50 FEET TO AN IRON PIN; THENCE NORTH 87° 40' 08" EAST 100.00 FEET TO THE POINT OF BEGINNING; PARCEL CONTAINS 0.52 ACRES MORE OR LESS.

BASIS OF BEARING IS MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE 2113, INTERNATIONAL FEET, NAD 83, 2011 ADJUSTMENT YEAR
 LOTS 1 THRU 20 ARE A PART OF GALES LAKE PONTIAC SUBDIVISION RECORDED IN LIBER 34 PAGE 61
 LOTS 429 THRU 437 ARE A PART OF ENGLISH VILLAS SUBDIVISION RECORDED



Section 13 Town 3 North Range 8 East White Lake Township, Oakland County, Michigan SCALE: 1"=60'

 <p>DLZ ARCHITECTURE • ENGINEERING • PLANNING SURVEYING • CONSTRUCTION SERVICES</p>	<p>INNOVATIVE IDEAS EXCEPTIONAL DESIGN UNMATCHED CLIENT SERVICE</p>	<p>Charter Township of White Lake 7525 Highland Road White Lake, Michigan 48383</p>		<p>JOB NO. 2345-7617-00</p>
		<p>DESIGN: -</p>	<p>CHECKED: TWW</p>	<p>DRAWN: DRW</p>

Authentisign
Michael Chipman

09/28/23

Authentisign
Kathryn Chipman

09/28/23

**CHARTER TOWNSHIP OF WHITE LAKE
OAKLAND COUNTY, MICHIGAN**

RESOLUTION #23-039

**ACCEPTING OFFER TO PURCHASE
Vacant Parcels on Gale Island in White Lake Township**

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 4th day of October 2023 at 5:00 p.m. with those present and absent being,

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____ and seconded by _____.

RECITALS:

WHEREAS, the Township owns two (2) vacant parcels on Gale Island in White Lake Township that were obtained through the property tax foreclosure process, which parcels are more particularly described in the attached as **Exhibit A** (the “Properties”); 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, on September 19, 2023, the Township Board declared the Properties surplus and not needed for any public purpose; and

WHEREAS, the Township received on Offer to Purchase the Properties, attached as **Exhibit B**; and

WHEREAS, the Township Board of the Charter Township of White Lake desires to accept the Purchase Agreement.

NOW, THEREFORE, IT IS THEREFORE RESOLVED THAT:

1. The Township Supervisor is authorized to accept the Purchase Agreement attached as Exhibit B and to complete and sign any and all documents necessary to complete the sale of the Property.

A vote on the foregoing resolution was taken and was as follows:

Ayes:
Nays:
Absent:

THE RESOLUTION WAS ADOPTED BY VOICE VOTE.

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 special meeting held on October 4, 2023.

Anthony L. Noble
White Lake Township Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

12-13-202-017 (Proposed Lot D)

T3N, R8E, SEC 13 GALES LAKE PONTIAC SUB PART OF LOT 2, ALSO ALL OF LOT 3 BLK 1, ALSO OF 'ENGLISH VILLAS SUB' PART OF LOT 437 ALL DESC AS BEG AT PT DIST N 86-51-45 E 2560.26 FT & S 02-09-12 E 728.02 FT & N 87-40-08 E 30 FT & S 02-09-12 E 210 FT FROM NW SEC COR, TH N 87-40-08 E 119.24 FT TO TRAV PT 'A', TH N 87-40-08 E 5 FT TO WATER'S EDGE OF PONTIAC LAKE, TH SLY 59.20 FT M/L ALG WATER'S EDGE, TH S 87-40-08 W 5 FT TO TRAV PT 'B' LOC S 15-49-47 E 58.62 FT FROM TRAV PT 'A', TH S 87-40-08 W 133.10 FT, TH N 02-09-12 W 57 FT TO BEG 8-1-23 FR 128-016 & 128-020

AND

12-13-202-018 (Proposed Lot E)

T3N, R8E, SEC 13 GALES LAKE PONTIAC SUB LOT 1, ALSO PART OF LOT 2 BLK 1, ALSO OF 'ENGLISH VILLAS SUB' PART OF LOT 437 ALL DESC AS BEG AT PT DIST N 86-51-45 E 2560.26 FT & S 02-09-12 E 728.02 FT & N 87-40-08 E 30 FT & S 02-09-12 E 267 FT FROM NW SEC COR, TH N 87-40-08 E 133.10 FT TO TRAV PT 'A', TH N 87-40-08 E 5 FT TO WATER'S EDGE OF PONTIAC LAKE, TH SLY & WLY 238.70 FT M/L ALG WATER'S EDGE, TH N 02-09-12 W 5 FT TO TRAV PT 'B' LOC S 17-50-15 E 74.08 FT & S 67-57-20 W 38.61 FT & N 88-11-21 W 117.10 FT FROM TRAV PT 'A', TH N 02-09-12 W 75.95 FT TO BEG 8-1-23 FR 009 & 128-020

EXHIBIT B
[ATTACH PURCHASE Agreement]

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



Section 6, Item B.

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

PURCHASE AGREEMENT

1213202-017

MLS#:		PROPERTY ID# 12-13-128-012 & 12-13-202-018	
LISTING AGENT: Janet K Stockton		BUYERS AGENT: Steve Stockton	
LISTING BROKER: KW Showcase Realty		BUYERS BROKER: KW Showcase Realty	
AGENT ID: 238297	AGENT PHONE: (248) 505-5600	AGENT ID: 145669	AGENT PHONE: (248) 755-7500
OFFICE ID: 328013	EMAIL: janet@thestocktonteam.com	OFFICE ID: 328013	EMAIL: steve@thestocktonteam.com

1. **THE UNDERSIGNED** hereby offers and agrees to purchase the following land situated in the City, Township, Village of White Lake Twp County of Oakland, Michigan, described as Sidwell #12-13-128-012 & 12-13-202-018, legally described as: **Metes & Bounds, Lot D & E, English Villas Sub**

Commonly known as LOT D & E Gale Island Street 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, mailbox 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 One Hundred Thirty Thousand Dollars Dollars, (\$130,000.00) 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 _____ mortgage in the amount of \$ _____ or _____ % and pay \$ _____ or _____ % 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 _____ 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 Steve Stockton on _____.

5. **SELLER CONCESSIONS:** Seller agrees to pay at closing \$ _____ or 0 % towards Buyers closing costs, prepaids and prorations.

Seller(s)

Buyer(s)

Authentic HZ HD 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24

Section 6, Item B.

6. SELLER'S DISCLOSURE: Buyer(s) _____ / _____ HAS _____ 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 _____ 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 _____ 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 there from.

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 inspections(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. Buyers' 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 0 _____ 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 0 _____ 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 _____ choose to have the property inspected. (Buyers Initials) (Buyers Initials)

Authentic HZ HD 24 Buyer(s)

Seller(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 \$ _____ 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: HZ HD C D

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.I.T.I (principal, interest, taxes and insurance)

At closing, Seller shall deposit with escrow agent 1½ 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.

Seller(s)

HZ HD C D
Buyer(s)

20. MAINTENANCE OF PROPERTY: Seller is responsible for keeping Property in substantially the same condition as of date of A 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.

Seller(s)


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	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	<input checked="" type="checkbox"/> Surveys
Dual Agency Agreement	Builder/New Construction Addendum	
Condominium Addendum	Private Road Addendum	

33. OTHER TERMS AND CONDITIONS:

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) 11/30/2023. 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 escrow holder 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 _____ E.S.T., on (date) _____ and if not accepted by Seller, the deposit made by Buyer shall be returned upon funds clearing.

Seller(s)


 Buyer(s)

Section 6, Item B.

37. **COUNTEROFFER:** In the event Seller makes any written changes in any of the terms and conditions of the offer presented by changed terms and conditions shall constitute a counteroffer by Seller to Buyer, which shall remain valid _____ (date) _____, 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) Steve Stockton 10/02/23

(Buyer) Hanqing Zhao 10/02/23

(Date) _____

(Buyer) Hongmei DeLosh Hongmei DeLosh

10/02/23

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) _____

(Seller) _____

(Date) _____

(Seller) _____

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

Seller(s)

HZ HD
Buyer(s)

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 ^{AuthenticSign} Listing Agent Janet K Stockton
Steve Stockton 10/02/23

Date

Licensee Listing Agent Steve Stockton

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.

Hangqing Zhao 10/02/23

Date

Potential Buyer/Seller (circle one) ^{AuthenticSign} *Hangqing Zhao*
Hongmei DeLosh 10/03/23 *Hongmei DeLosh*

Date

Potential Buyer/Seller (circle one) Hongmei DeLosh

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.



CUSTOMER FRAUD WARNING AND ACKNOWLEDGEMENT

As a result of numerous e-mail, text and social media message scams, funds that are to be wired have been targeted, and in some cases, stolen. These scams involve authentic-looking, yet false, wire instructions appearing to be from title, mortgage or real estate companies. If these false wire instructions are followed, the funds divert to the criminals.

While Keller Williams has policies and procedures in place to minimize such fraud, unauthorized parties can, unfortunately bypass even the best security systems.

Please follow these instructions for your security:

1. Never transmit non-public personal information, such as social security numbers, bank account or routing numbers, credit or debit card numbers or wire instructions by electronic communication. If you are sending wire instructions as a seller, verify that the correct instructions were received by a known representative of the intended recipient. E-MAILS THAT ATTEMPT TO INDUCE FRAUDULENT WIRE TRANSFERS ARE COMMON AND MAY APPEAR TO COME FROM A TRUSTED SOURCE.
2. Wire instructions should be sent to you via encrypted email by your title and/or mortgage company ONLY. If encrypted email is not available, wire instructions should be delivered by hand, telephone, USPS mail or overnight courier.
3. Before you wire funds to anyone (including your title company, lender, real estate agent or lawyer), personally call them at a number you obtained on your own to confirm that the transaction is legitimate. DO NOT USE THE TELEPHONE NUMBER USED IN THE EMAIL.
4. If you receive any electronic communication directing you to transfer funds or to provide personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM KELLER WILLIAMS, do not respond to it and call your sales person immediately. Be especially wary of any change in wire instructions, **wire instructions RARELY, IF EVER, change.**

Immediately notify your banking institution if you are, or suspect that you are, a victim of wire fraud.

The undersigned agree(s) to defend, and hold harmless, Keller Williams, its associated real estate salespeople and affiliated title and lending companies, from all liability that relates to, or arises from, the use, or attempted use, of wire transfer of funds in connection with the contemplated transaction.

ACCEPTED AND AGREED:

 *Hanqing Zhao* 10/02/23

Signature

Hanqing Zhao

Printed Name

Dated

 *Hongmei DeLosh*  *Hongmei DeLosh*

Signature

10/02/23

Hongmei DeLosh

Printed Name

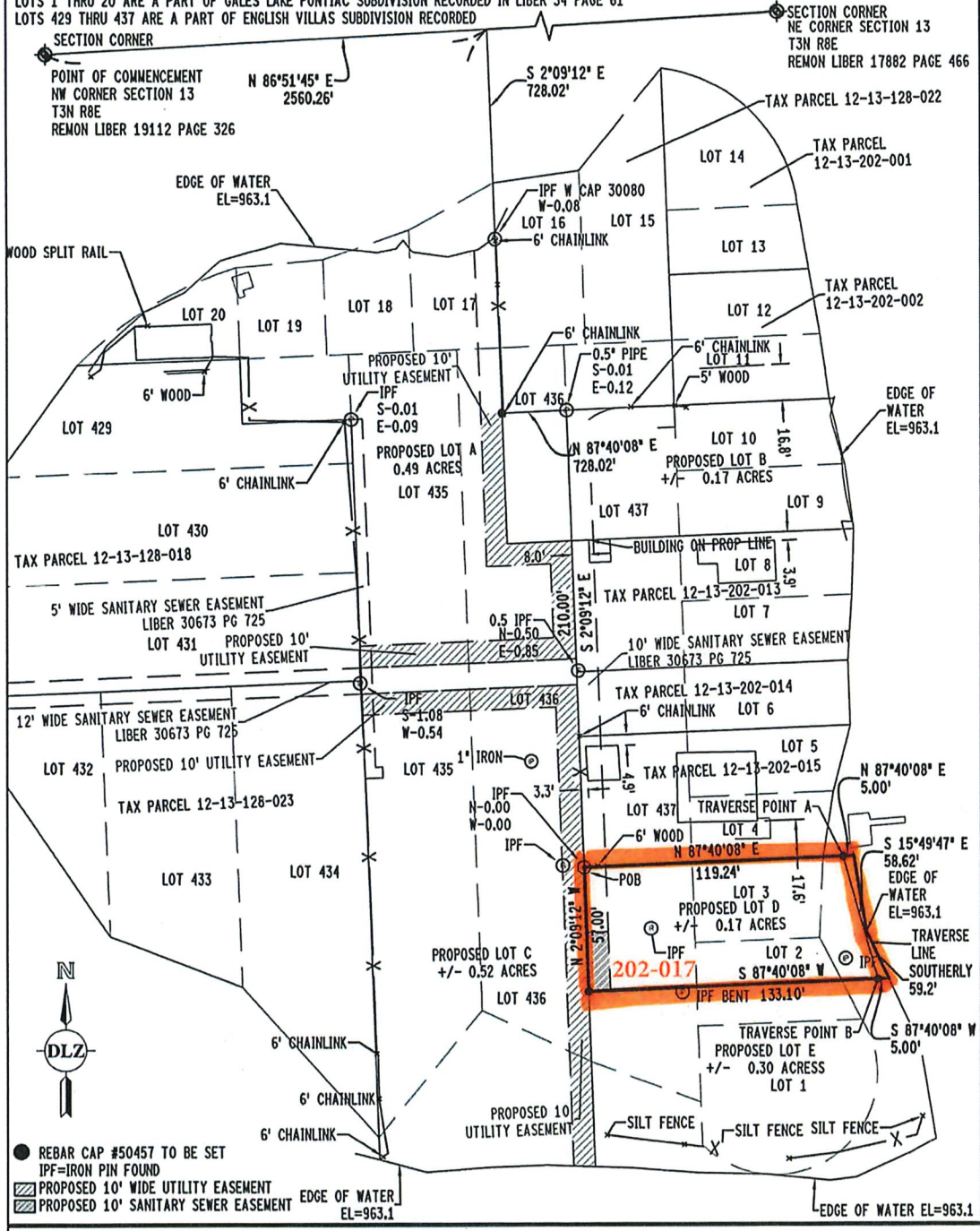
Dated

PROPOSED PARCEL


DESCRIPTION OF PROPOSED PARCEL D

THE FOLLOWING DESCRIBED PREMISES SITUATED IN WHITE LAKE TOWNSHIP, COUNTY OF OAKLAND AND STATE OF MICHIGAN AND BEING A PART OF TOWNSHIP 3 NORTH, RANGE 8 EAST, SECTION 13 LOTS 435 AND 436 OF ENGLISH VILLAS SUBDIVISION. DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SECTION 13, THENCE ON A LINE BETWEEN THE NORTHWEST CORNER OF SECTION 13 AND THE NORTHEAST CORNER OF SECTION 13 NORTH 86°51'45" EAST 2560.26 FEET; THENCE SOUTH 2°09'12" EAST 728.02 FEET TO A SET REBAR; THENCE NORTH 87°40'08" EAST 30.00 FEET TO AN IRON PIPE; THENCE SOUTH 02°09'12" EAST 210.00 FEET TO AN IRON PIN AND THE POINT OF BEGINNING; THENCE NORTH 87°40'08" EAST 119.24 FEET TO A SET REBAR BEING TRAVERSE POINT A; THENCE NORTH 87°40'08" EAST 5.00 FEET TO THE WATER'S EDGE OF PONTIAC LAKE; THENCE SOUTHERLY ALONG THE WATER'S EDGE 59.2 FEET; THENCE SOUTH 87°40'08" WEST 5.00 FEET TO SET REBAR BEING TRAVERSE POINT B, TRAVERSE POINT B BEING SOUTH 15°49'47" EAST 58.62 FEET FROM TRAVERSE POINT A; THENCE SOUTH 87°40'08" WEST 133.10 FEET TO A SET REBAR; THENCE ALONG LOT 437 AND LOT 436 NORTH 2°09'12" WEST 57.00 FEET TO THE POINT OF BEGINNING; PARCEL CONTAINS 0.17 ACRES MORE OR LESS.

BASIS OF BEARING IS MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE 2113, INTERNATIONAL FEET, NAD 83, 2011 ADJUSTMENT YEAR
 LOTS 1 THRU 20 ARE A PART OF GALES LAKE PONTIAC SUBDIVISION RECORDED IN LIBER 34 PAGE 61
 LOTS 429 THRU 437 ARE A PART OF ENGLISH VILLAS SUBDIVISION RECORDED



Section 13 Town 3 North Range 8 East White Lake Township, Oakland County, Michigan SCALE: 1"=60'

 <p>DLZ ARCHITECTURE • ENGINEERING • PLANNING SURVEYING • CONSTRUCTION SERVICES</p>	<p>INNOVATIVE IDEAS EXCEPTIONAL DESIGN UNMATCHED CLIENT SERVICE</p>	<p>Charter Township of White Lake 7525 Highland Road White Lake, Michigan 48383</p>			<p>JOB NO. 2345-7617-00</p>
		<p>DESIGN: -</p>	<p>CHECKED: TWW</p>	<p>DRAWN: DRW</p>	<p>DATE ISSUED 6/30/2023</p>
				<p>SHEET NO. 13 OF 15</p>	

Authentisign *Hangqing Zhao* 10/02/23 Authentisign *Hongmei Delosh* 10/03/23 Authentisign *10/02/23* 10/02/23

PROPOSED LOT E | 12-13-202-018

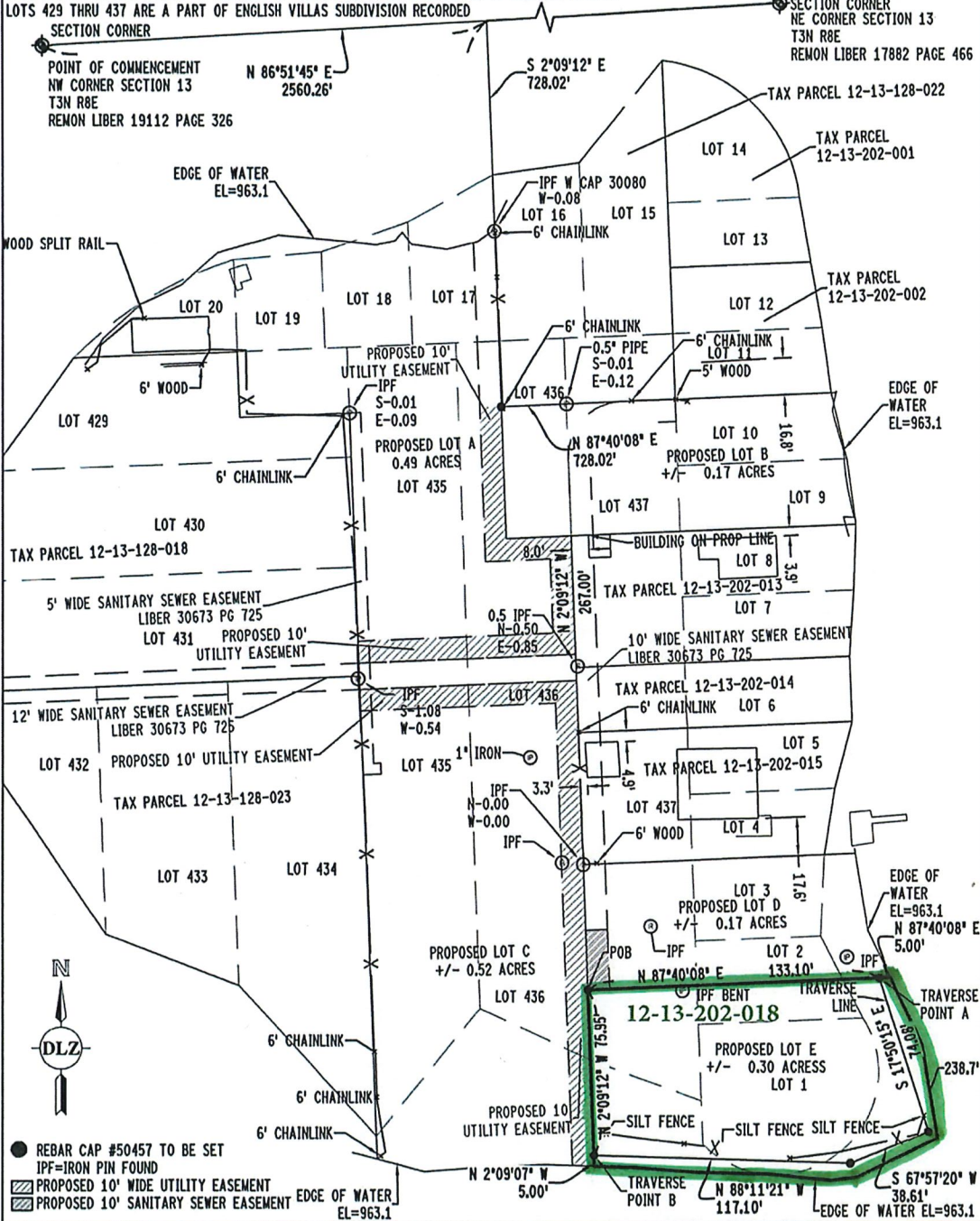
Section 6, Item B.

PROPOSED PARCEL

DESCRIPTION OF PROPOSED PARCEL E

THE FOLLOWING DESCRIBED PREMISES SITUATED IN WHITE LAKE TOWNSHIP, COUNTY OF OAKLAND AND STATE OF MICHIGAN AND BEING A PART OF TOWNSHIP 3 NORTH, RANGE 8 EAST, SECTION 13 LOTS 4437 OF ENGLISH VILLAS SUBDIVISION AND LOTS 1 AND 2 OF GALES LAKE PONTIAC SUBDIVISION. DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SECTION 13, THENCE ON A LINE BETWEEN THE NORTHWEST CORNER OF SECTION 13 AND THE NORTHEAST CORNER OF SECTION 13 NORTH 86°51'45" EAST 2560.26 FEET; THENCE SOUTH 2°09'12" EAST 728.02 FEET TO A SET REBAR; THENCE NORTH 87°40'08" EAST 30.00 FEET TO AN IRON PIPE; THENCE SOUTH 02°09'12" EAST 267.00 FEET TO AN IRON PIN AND THE POINT OF BEGINNING; THENCE NORTH 87°40'08" EAST 133.10 FEET TO A SET REBAR BEING TRAVERSE POINT A; THENCE NORTH 87°40'08" EAST 5.00 FEET TO THE WATER'S EDGE OF PONTIAC LAKE; THENCE SOUTHERLY AND WESTERLY ALONG THE WATER'S EDGE 238.7 FEET; THENCE NORTH 2°09'12" WEST 5.00 FEET TO SET REBAR BEING TRAVERSE POINT B, TRAVERSE POINT B BEING SOUTH 17°50'15" EAST 74.08 FEET TO A SET REBAR, SOUTH 67°57'20" WEST 38.61 FEET TO A SET REBAR AND NORTH 88°11'21" WEST 117.10 FEET TO A SET REBAR FROM TRAVERSE POINT A; THENCE NORTH 2°09'12" WEST 75.95 FEET TO THE POINT OF BEGINNING; PARCEL CONTAINS 0.30 ACRES MORE OR LESS.

BASIS OF BEARING IS MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE 2113, INTERNATIONAL FEET, NAD 83, 2011 ADJUSTMENT YEAR
 LOTS 1 THRU 20 ARE A PART OF GALES LAKE PONTIAC SUBDIVISION RECORDED IN LIBER 34 PAGE 61
 LOTS 429 THRU 437 ARE A PART OF ENGLISH VILLAS SUBDIVISION RECORDED



Section 13 Town 3 North Range 8 East White Lake Township, Oakland County, Michigan SCALE: 1"=60'

 <p>DLZ ARCHITECTURE • ENGINEERING • PLANNING SURVEYING • CONSTRUCTION SERVICES</p>	<p>INNOVATIVE IDEAS EXCEPTIONAL DESIGN UNMATCHED CLIENT SERVICE</p>	<p>Charter Township of White Lake 7525 Highland Road White Lake, Michigan 48383</p>		<p>JOB NO. 2345-7617-00</p>
		<p>DESIGN: -</p>	<p>CHECKED: TWW</p>	<p>DRAWN: DRW</p>

Authentisign
 Hanging Zhao 10/02/23 Hongmei Delosh 10/03/23 10/02/23