

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

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

Lucas Gestwicki
 Licensee
Lucas Gestwicki

8/17/2026
 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.

Clifford Barron
 Potential ☒ Buyer ☐ Seller (check one)
Clifford Barron

8/16/26
 Date

 Potential ☐ Buyer ☒ Seller (check one)
City of Gladstone

 Date

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PURCHASE AGREEMENT MLS # _____

Listing Office: _____ Listing Agent _____ Date: **08/16/2026**
Selling Office: **Key Realty Delta County LLC** Selling Agent **Lucas Gestwicki**
Buyer(s) Legal Name(s): **Clifford Barron**
Buyer(s) Address: **8917 N.3 Ln, Gladstone, Mi 49837**
Seller(s): **City of Gladstone**
Property Address: **TBD N.3 Ln, Gladstone, Mi 49837**
Legal Description: **SEC 14 T40N R23W**
Tax ID Number: **007-114-002-00**

1. **PURCHASE PRICE** shall be \$**15,000.00**
2. **SELLER CONCESSION** shall be up to **\$0** towards closing cost, prepaids, and points.
3. **METHOD OF PAYMENT:** All funds for closing must be paid by certified check, cashier's check, money order or wire transfer. The sale will be completed by the following method:
☒ **CASH:** Buyer will pay the full purchase price upon Seller's delivery of a Warranty Deed conveying marketable title subject to permitted exceptions. Contingent upon Seller receiving documentation of Buyer's proof of funds by **08/17/2026**. If Buyer fails to deliver to Seller proof of funds by this date, Seller reserves the right to declare this contract null and void and the earnest money will be returned to the Buyer.
☐ **NEW MORTGAGE:** The full purchase price upon execution and delivery of Warranty Deed. Contingent upon the Seller receiving from the buyer's lender by _____, a statement confirming that the Buyer has the credit worthiness to secure the type of financing which they are seeking. If Buyer fails to deliver to Seller evidence of loan pre-qualification by this date, Seller reserves the right to declare this contract null and void and the earnest money will be returned to the Buyer.
☐ **SEE ADDENDUM**
4. **APPRAISAL:** This offer ☐ is ☒ is not contingent upon an appraisal being at or above purchase price. The appraisal shall be conducted by a licensed appraiser and paid for by Buyer.
5. **SALE OF ANOTHER PROPERTY: This offer:**
☒ is not contingent upon the sale of another property.
☐ is contingent upon the closing on the sale of Buyer's property located at _____ within _____ days of the date of this Purchase Agreement.

If this contingency is not satisfied or removed in writing within the time deadline set forth above, either party may terminate this Purchase Agreement by providing written notice to the other party. **The removal of the contingency regarding the sale of Buyer's property shall include written verification from Buyer's lender that Buyer does not need to sell said property in order to obtain financing for the purchase of Seller's property.**

6. **DEPOSIT:** Buyer(s) agrees to make an earnest money deposit of \$ **1,000.00**, evidencing Buyer(s) good faith, upon receipt of Seller(s) acceptance of this offer. **Bay Title and Abstract**
shall hold these amounts in escrow.
DEPOSIT RECEIPT: Received by _____ (agent) _____ (date).
 - a. Earnest money deposit shall be returned to Buyer(s) if Seller(s) does not accept this offer or if Buyer(s) does not accept the Seller's counteroffer, if any.
 - b. If the purchase contract is accepted by all parties, the earnest money deposit(s) shall be applied toward the purchase price. Failure by purchaser to perform on contract can result in loss of earnest money and any other remedies available to the Seller, under Michigan law.
 - c. In the event of a dispute over the distribution of the earnest money deposit, said deposit will be held by Escrow Agent until all parties agree to its distribution in writing. If no mutual agreement can be negotiated, the Escrow Agent may, upon thirty (30) day written notice to all parties, transfer the deposit by interpleader to a court of proper jurisdiction. Delivery to court will release Escrow Agent from further liability concerning the deposit.
7. **CLOSING DATE:** This Purchase Agreement shall be closed and completed on or before **09/21/2026**. Time is expressly declared to be of the essence.

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BUYERS INITIALS C.B. **SELLERS INITIALS** _____

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b. Septic: If property is not serviced by a municipal sewage system (CHOOSE ONE):

- ☐ This offer is contingent upon a septic tank pumping and inspection at Seller's expense within _____ days from signed acceptance.
- ☐ Buyer(s) acknowledges that the REALTOR® has recommended that Buyer(s) require the Seller(s) to pump septic and provide a satisfactory septic inspection. Buyer(s) waives right to have septic pumped and inspected unless said inspection is required for financing of property.
- ☒ Not applicable

~~12C. LEAD-BASED PAINT DISCLOSURE/INSPECTION: (For residential, multi-family and commercial/industrial~~

~~with living quarters built prior to 1978.) Buyer(s) acknowledges that prior to signing this Purchase Agreement, Buyer(s) has received a copy of the Lead-Based Paint Seller's Disclosure Form, the terms of which shall be part of this Purchase Agreement. If not acknowledged by Buyer(s), this sale is contingent upon Buyer(s) acknowledging a signed Lead-Based Paint Seller's Disclosure Statement within _____ days from signed acceptance by Buyer(s) and Seller(s). Buyer(s) also agrees (Choose One):~~

- ☐ Buyer(s) shall, at Buyer's expense, have _____ days from signed acceptance of this Purchase Agreement to conduct an inspection of the property for presence of lead-based paint and/or lead-based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer(s) is not satisfied with the results of the inspection, upon written notice from Buyer(s) to Seller(s) within this period, this agreement shall be terminated, and any deposit shall be refunded to Buyer(s). Without said notice the conditions of this paragraph shall be deemed removed and waived by Buyer(s).
- ☐ Buyer(s) hereby waives their opportunity to conduct a risk assessment or inspection for presence of lead-based paint and/or lead-based paint hazards.

~~12D. RADON: Buyer(s) acknowledges that REALTOR® has recommended they obtain a radon test/evaluation~~

~~when applicable, to determine the condition of same. (CHOOSE ONE):~~

- ☐ Buyer(s) shall, at Buyer's expense, have _____ days from signed acceptance of this Purchase Agreement to conduct an inspection of the property for presence of radon. If Buyer(s) is not satisfied with the results of the inspection, upon written notice from Buyer(s) to Seller(s) within this period, this agreement shall be terminated, and any deposit shall be refunded to Buyer(s). Without said notice the conditions of this paragraph shall be deemed removed and waived by Buyer(s).
- ☐ Buyer(s) hereby waives their opportunity to conduct a risk assessment or inspection for presence of radon.

12E. HEALTH DEPARTMENT SITE EVALUATION: Buyer(s) is aware it is possible that the Department of Natural Resources (DNR), Department of Environmental, Great Lakes and Energy (EGLE) and local, state or federal governmental approval may be required for building on any parcel of land including but not limited to those affected by wetlands, protected dunes and floodplains. Buyer(s) acknowledges that REALTOR® has recommended they obtain a health department site evaluation on undeveloped land to determine if the land is suitable for a septic system (mound or conventional) and water well system.

(CHOOSE ONE):

- ☐ Offer is contingent upon a satisfactory health department site evaluation of the land for a new septic (☐ mound ☐ conventional ☐ either) system and water well system and/or of the existing septic system and water well system, with all associated costs at the _____'s expense, within _____ days from signed acceptance by Buyer(s) and Seller(s). If Buyer(s) is not reasonably satisfied with the results of the health department evaluation/inspection report, upon written notice from Buyer(s) to Seller(s) within this period, this Purchase Agreement shall terminate, and any deposit shall be refunded to Buyer(s). Without said notice, conditions of this paragraph shall be deemed removed and waived by Buyer(s). Seller(s) to have septic tank cover located and uncovered for the inspection at Seller's expense.
- ☒ Buyer(s) acknowledges that the REALTOR® has recommended that Buyer(s) obtain a health department evaluation of the land for a new septic system and water well system and/or an inspection of the existing septic system and water well system. Buyer(s) hereby waives their opportunity to obtain a health department evaluation and/or inspection.
- ☐ Not applicable

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BUYERS INITIALS _____ **SELLERS INITIALS** _____

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PURCHASE AGREEMENT MLS # _____

13. **SURVEY:** Buyer(s) and Seller(s) acknowledge that REALTOR® has recommended that a registered survey be obtained for the definite location of property corners, legal boundary lines and actual acreage amounts. (CHOOSE ONE):

- ☐ Buyer(s) accepts the existing registered boundary or mortgage survey as provided by Seller(s).
☐ Offer is contingent upon a satisfactory registered boundary survey of the property which meets or exceeds the legal description referenced in this Purchase Agreement, at ☐ Buyer(s), ☐ Seller(s), or ☐ Split expense within _____ days from signed acceptance by Buyer(s) and Seller(s). If Buyer(s) is not reasonably satisfied with results of the survey, upon written notice from Buyer(s) to Seller(s) within this period, this Purchase Agreement shall terminate, and any deposit shall be refunded to Buyer(s). Without said notice the conditions of this paragraph shall be deemed removed and waived by Buyer(s). Buyer(s) and Seller(s) further agree that Buyer(s) shall record survey at closing at Buyer(s) expense.
☒ Buyer(s) and Seller(s) choose NOT to obtain a registered survey of the property. Buyer(s) and Seller(s) further acknowledge that they shall hold the Listing and Selling Offices and REALTORS® harmless from any discrepancies later found regarding or arising from the actual location of property corners, boundary lines, actual acreage amounts, encroachments or adverse use even if such discrepancy arises from statements made by Seller(s), Seller's representatives, or the Listing or Selling Offices or REALTORS® thereof.

14. **PERSONAL PROPERTY:** All improvements and appurtenances are included in the purchase price (currently in or on the property) including, but not limited to the following: T.V. antenna and complete rotor equipment; affixed carpeting; permanently installed lighting fixtures and their shades; drapery hardware and curtain hardware; window shades and blinds; screens; storm windows; doors; stationary laundry tubs; water softener (unless rented); water heater; incinerator; heating and permanently installed air conditioning equipment; water pump and pressure tank; sump pump and battery backup; built-in kitchen appliances including garbage disposal; awnings; mailbox; all plantings; electric garage door openers and controls; fence(s); all cabinets which are or give the appearance of permanent attachment to the premises; propane tank (unless rented). **Home heating fuel in tanks at time of occupancy date will remain.** Any exceptions to be set forth in paragraph 16 of this Purchase Agreement. The following additional items of personal property are included in the purchase price with no added value and with no warranties expressed or implied. all existing timber and gravel

15. **CONDITION OF PROPERTY:** Between the date of this Purchase Agreement and closing date, the property and any personal property included in the sale shall be maintained by Seller(s) in the same condition as existed on the date of this Purchase Agreement, ordinary wear and tear excepted. Seller to keep lawn maintained and snow removed during the duration of this contract. ~~All Seller's personal property (and any trash/debris) will be removed by the day of occupancy unless otherwise agreed upon in paragraph _____~~ Buyer(s) may complete a final walk- thru of the property within 3 calendar days prior to closing to confirm that the property and any personal property being purchased are in the same condition as when this Purchase Agreement was signed, ordinary wear and tear excepted.

16. **OTHER CONDITIONS/SPECIAL PROVISIONS:** _____

17. **EVIDENCE OF TITLE:**

- 17A. **Title Contingency:** Seller shall promptly provide to Buyer(s), at Seller's expense, a title insurance commitment and, at closing, a title insurance policy ☒ with ☐ without standard exceptions in the amount of the purchase price. Any special exception will be subject to Buyer's approval, provided that this contingency shall be deemed waived unless Buyer notifies Seller in writing within 7 days of receipt of the commitment. Seller will have 30 days after receiving written notice to remedy any claimed defect. If Seller is unable to cure the claimed defect, Buyer may terminate this Agreement in writing, extend the contract to allow the seller 30 days to remedy, or waive the defect and proceed to closing.

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BUYERS INITIALS C, B **SELLERS INITIALS** _____

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PURCHASE AGREEMENT MLS # _____

- 17B. **Private Road Notice: (Check if applicable)** ☐ The road and easement serving and adjacent to the parcel of land which Buyer(s) is purchasing is a private road/easement and is not required to be maintained (and will not be maintained) by the _____ County Board of Road Commissioners or any other public agency.
- 17C. **Manufactured/mobile home title transfer (Check if applicable):** ☐ Seller and Buyer agree to abide by the State of Michigan regulations for the title transfer of a manufactured/mobile home. Listing Broker agrees to collect closing fees and transfer the title by the prescribed State of Michigan form. This offer ☐ is ☐ is not contingent upon park approval.
- ☐ Manufactured/mobile home on rented lot: Seller agrees to the assignment of title to buyer. Buyer is responsible for the cost of the title transfer fee and six percent (6%) Michigan tax.
- ☐ Manufactured/mobile home on deeded property: Seller agrees to the assignment of title and property to the Buyer. Buyer is responsible for the cost of the title transfer fee. Seller is responsible for the cost of affidavit of affixture if title is not already surrendered to the state.
- 17D. **Land Division Act: (For unplatted land only.)** Buyer(s) and Seller(s) agree that the following statements shall be included in the Deed at the time of delivery:
- a. "This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act."
- b. "The grantor grants to grantee the right to make All (insert "zero", "all" or a specific number, as appropriate) division(s) under Section 108 of the Land Division Act. Act No. 288 of the Public Acts of 1967." (CAUTION: If the space contained herein is left blank, the Deed will not grant Buyer(s) the right to any division(s).)
- c. (CHOOSE ONE):
- ☐ Offer is contingent upon land division approval from the township/city/village prior to closing. Any land division application fee shall be paid for by Seller(s) and Seller(s) shall obtain approval within _____ days from signed acceptance by Buyer(s) and Seller(s). Seller(s) to complete the land division application and file it with the appropriate township/city/village assessor. Buyer(s) will be provided a copy of the land division approval prior to closing. Buyer(s) and Seller(s) agree that an easement for ingress, egress and utilities may need to be retained by Seller(s) to access the Seller's remaining parcel(s).
- ☐ The Land Division Act does not apply for one or more of the following exemptions: It is an exempt split and does not create any parcels fewer than 40 acres, property is being transferred to an adjacent landowner and/or it represents the entire parent parcel and Seller(s) own no adjacent parcels. It is the intent to include ALL, regardless of the number of divisions shown in paragraph 12(b), transferable land divisions to the Buyer(s).
18. **GENERAL CONDITIONS:**
- a. **Delta County taxes to be pro-rated on a fiscal year basis. Other counties shall be pro-rated on a** ☐ **fiscal year in advance** ☐ **calendar year** ☒ **per local custom basis.** All assessments and utility bills which are or become a lien on the property on or before the date of closing and all property taxes which have been billed on the property on or before the date of closing shall be paid by the Seller. If official bills for taxes pro-rated hereunder are not yet issued, pro-ration shall be on a basis of tax bill for the previous year or latest millage rates times the latest taxable value, whichever is more accurate.
- b. **Miscellaneous Prorations:** Rent; Insurance, if assigned; interest on any existing land contract, mortgage, or other lien assumed by the Buyer(s); and other such obligations shall be adjusted to the date of closing of the sale and prorated accordingly.
- c. **All timeframes referenced in this Purchase Agreement shall be calendar days.**
- d. Both Buyer(s) and Seller(s) acknowledge that neither the Listing Broker/REALTOR® nor the selling Broker/REALTOR® has made any representations or warranties whatsoever as to the present or future value of the real estate being transferred hereunder.
- e. If two or more persons execute this Purchase Agreement as Buyer(s) or Seller(s), their obligations hereunder shall be joint and several.
- f. Time is of the essence in this Purchase Agreement.
- g. All disbursements shall be at the time of closing in accordance with the closing statement as signed by all parties to this transaction.

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BUYERS INITIALS C.B. **SELLERS INITIALS** _____

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PURCHASE AGREEMENT MLS #

- h. **Due on Sale Clause (if it applies):** Seller(s) understands that consumption of this sale or transfer of the property described in this agreement shall not relieve the Seller(s) of any liability that Seller(s) may have under the mortgage(s) or if a land contract purchase as the case may be, to which the property is subject, unless otherwise agreed to by the lender or land contract Seller(s) or as required by law or regulation.
- i. Buyer(s) and Seller(s) acknowledge that Broker/REALTOR® has informed the parties that they may seek an attorney's counsel regarding this transaction.
- j. Buyer(s) and Seller(s) to coordinate the changing of utilities and utility company deposits prior to date of closing. Seller shall be responsible for all utility charges until the date of possession.
- k. **Seller(s) pays the cost of:** Transfer taxes on Deed; all costs required and necessary to obtain the owners title insurance policy and to clear title; accumulated interest on any existing indebtedness; preparation of deed; bill of sale and/or other documents necessary to convey clear title, if required.
- l. **Buyer(s) pays the cost of:** Transfer fee on mortgage assumption; preparation of mortgage note, or other security instruments; mortgage inspection survey report, if required; recording of deed and/or security instruments; attorney's opinion and/or services on behalf of Buyer(s); mortgage closing cost as required by mortgagee including appraisal and assignment in case of mortgage assumption.
- m. **Electronic Communication:** As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication in connection with this Agreement may be delivered to the Seller in care of the Listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party via contact information set forth below.
- n. Buyer(s) acknowledges that all data provided including but not limited to the Multiple Listing Service data sheet is believed accurate but not warranted. Buyer(s) is responsible for verifying all information.
- 19. PROPERTY CONDITION RELEASE:** Buyer and Seller acknowledge that neither party has relied on any representations of Listing Broker, Selling Broker or their respective agents concerning the condition of the property. Buyer and Seller hereby release the Listing Broker, the Selling Broker and their respective agents with respect to any and all claims relating to the condition of the property and/or the performance of this Agreement by the parties hereto.
- 20.** This Purchase Agreement constitutes the entire agreement between Buyer(s) and Seller(s) and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, assigns, and third parties claiming under the contract between Buyer(s) and Seller(s) or by virtue of the contract between Buyer(s) and Seller(s).
- 21. BUYER'S RECEIPT:** Buyer(s) has received a copy of this contract and acknowledges they have read and understand the same. **NOTE: Insert the address and/or electronic delivery address of each party and REALTOR® approved for the receipt of any notice contemplated by this agreement.**
- 22. NOTICE TO PURCHASERS OF REAL ESTATE:** BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

23. Signature: [Signature] Date: 8/16/20
 Print Name: Clifford Barron Phone: _____
 Signature: _____ Date: _____
 Print Name: _____ Phone: _____
 Selling Agent Fax: _____ Email: lucas@keyrealtyup.com
 Selling Broker License #: _____ Selling Agent License #: _____

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BUYERS INITIALS *CS* SELLERS INITIALS

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PURCHASE AGREEMENT MLS # _____

24. SELLER'S ACCEPTANCE: Seller(s) accepts this contract:

- ☐ as written with no changes.
- ☐ not accepted but will be only if the following changes are accepted (counteroffer): _____
- _____
- _____
- _____

- ☐ This offer ☐ is ☐ is not contingent upon a 72-hour clause for selling property. This sale is contingent upon the Buyer's ability to sell their property located at _____ within _____ days from _____. If the seller receives a more desirous offer, the purchaser will be notified in writing and must remove this contingency within 72 hours, or this agreement is null and void. Notification date will be the date of email sent to agent or acceptance of certified letter. Purchaser agrees to close within _____ days after removal of 72 hour clause.

This counteroffer shall expire unless a copy with the Buyer(s) written acceptance is delivered to the Seller(s) or their agent by _____ at _____ ☐ am ☐ pm. Seller(s) reserves the right to accept any other offer prior to delivery of Buyer's written acceptance of this counteroffer. Acceptance shall not be effective until delivered to listing agent.

25. SELLER'S RECEIPT: Seller(s) has received a copy of this contract and acknowledges they have read and understand the same. **NOTE: Insert the address and/or electronic delivery address of each party and agent approved for the receipt of any notice contemplated by this agreement.**

Signature: _____ Date: _____

Print Name: City of Gladstone Phone: _____

Signature: _____ Date: _____

Print Name: _____ Phone: _____

Seller's Address: _____

Listing Agent Fax: _____ Email: _____

Listing Broker License #: _____ Listing Agent License #: _____

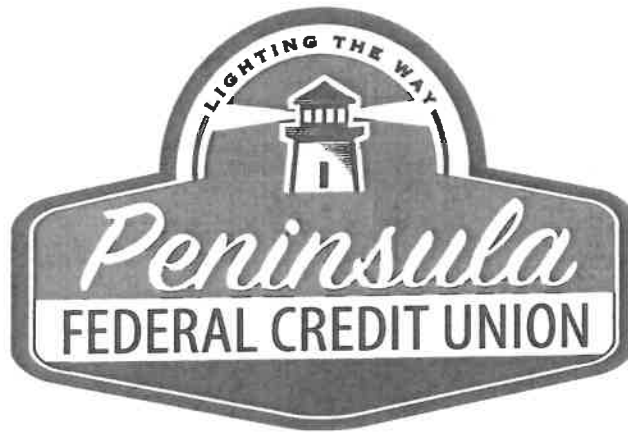
26. BUYER'S RECEIPT AND ACCEPTANCE OF CHANGES: Buyer(s) has received Seller's changes of this contract. Buyer(s) agrees to accept the changes as written and all unchanged items.

Signature: _____ Date: _____

Signature: _____ Date: _____

DEPOSIT RECEIPT: The _____ has received from Buyer(s) the deposit in the form of _____
By _____ Date _____ Amount _____

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



8/17/26

To Whom It May Concern:

This is to verify that the Credit Union account number on file for Clifford Barron has significant funds to cover the bid of \$15,000. The Credit Union routing number is 2911-7263-7.

If you have any further questions, please contact us at (906) 789-6400.

Thank you,

Sheila Christensen
Receptionist

2929 3rd Avenue North, Escanaba, MI 49829 (906) 789-6400 FAX (906) 789-6410
7126 County 426 M.5 Road, Escanaba, MI 49829 (906) 786-2732 FAX (906) 786-8057
3700 10th Street, Menominee, MI 49858 (906) 863-5382 FAX (906) 863-6545
400 Hecla Street, Laurium, MI 49913 (906) 337-5565 FAX (906) 337-0385

2632

74-7263/2911

CLIFFORD BARRON
BARBARA MCMAHON
B-650-119-135-035
8917 N. 3 LN
GLADSTONE, MI 49837
906-789-9215

8/16/26

Date

CHECK ARMOR
TRADE PROTECTIONPAY to the
Order ofBay Title & Abstract
one thousand & 00/100

\$1,000.00

Dollars

Photo
Safe
Deposit
Details on back

PENINSULA FEDERAL
CREDIT UNION
ESCAMABA, MICHIGAN 49829
MENOMINEE, MICHIGAN 49858

For PARCE/NO-007-114-00

Cliff Barron

⑆ 291172637⑆ 10000111170205 2632



Contract Date: **August 17, 2026**

Brokerage Firm: Key Realty Delta County LLC ("Broker")

Address of Firm: 928 N Lincoln Rd Escanaba Mi 49829

REALTOR®: Lucas Gestwicki

REALTOR®'s Email Address: lucas@keyrealtyup.com

REALTOR®'s Phone # (906)280-0570 REALTOR®'s Facsimile # (906)233-7456

Seller(s): City of Gladstone ("Seller")

Seller's Home Address: 1100 Delta Ave, Gladstone, Mi 49837

Seller's Email Address: _____

Seller's Phone # _____ Seller's Facsimile # _____

1. **PROPERTY DESCRIPTION:** Seller is the owner of property located in the ☐ Village ☒ Township ☐ City
of Escanaba, County of Delta, MI.

Street Address: TBD N.3 Ln

Legal Description/Tax Parcel ID: **007-114-002-00**

(the "Property").

SELLER WARRANTS THAT THE PROPERTY IS NOT PRESENTLY LISTED WITH A LICENSED REAL ESTATE BROKER OR ANY OTHER PARTY.

2. **REPRESENTATION:** Broker has a potential buyer ("Buyer") for the Property, the identity of whom will be disclosed upon the execution of this Agreement. (Check one):

☒ Seller hereby appoints Broker as his/her exclusive agent for purposes of marketing the Property to Buyer.

or

☐ Seller acknowledges that Broker will exclusively represent the Buyer in this transaction. Broker is not representing Seller.

3. **TITLE/YEAR BUILT:** Seller represents title to the Property to be good and marketable title. In addition, (check one):

☒ Seller represents and warrants that the Property was **built in 1978 or later** and that therefore the federally-mandated lead-based paint disclosure regulations **do not apply** to this Property.

OF

☐ Seller represents and warrants that the Property was **built before 1978** and that therefore the federally-mandated lead-based paint disclosure regulations **do apply** to this Property.

4. **COMMISSION: Brokerage Firm's fee for services rendered is not set by law and is fully negotiable.** If within Three 3 months of the date hereof, Seller sells all or a portion of the Property to Buyer, Seller agrees to pay Broker at closing a fee equal to \$ _____ and a commission equal to 6.000 % of the sale price.

5. EXCLUSIVITY: Seller shall deal exclusively with the Broker for all negotiations with Buyer during the term of this Agreement.

6. **ADVERTISING/SHOWINGS:** Seller acknowledges that Broker will NOT market or advertise the Property for sale. Seller grants Broker permission to show the Property only to the Buyer identified below; all showings to be by appointment only. Seller shall indemnify and hold harmless Broker and Broker's agents from any and all liability for any reason as a result of injury to persons or damage or loss to property arising out of the showing of the Property.

7. **SUBSEQUENT LISTINGS:** Seller's commission obligation hereunder shall apply regardless of whether Seller subsequently lists the Property with another licensed real estate broker or any other party. Seller is advised that if Seller later

enters into a listing agreement to sell the Property with another real estate broker or any other party, Seller should exclude Buyer from said listing agreement. Failure to do so could result in Seller being responsible for two commission payments.

8. **NON-DISCRIMINATION:** It is agreed by the Broker and the Seller, parties to this Agreement, that as required by law, discrimination because of religion, race, color, national origin, age, sex, disability, familial status or marital status by said parties in respect to the sale of the Property is PROHIBITED. Local ordinances may offer protection against additional discrimination.

9. **SELLER DISCLOSURE:** Seller agrees to provide Buyer with a "Seller's Disclosure Statement" prior to accepting a Buy and Sell Agreement from the Buyer, unless the transaction is exempt under Michigan law. Seller agrees to release and hold harmless Broker and its agents from any liability arising as a result of Seller's failure to comply with Seller's disclosure obligations at law, such obligations to include, but not be limited to, reasonable attorneys' fees and costs.

10. **ELECTRONIC COMMUNICATION:** The parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication in connection with this Agreement may be delivered by electronic mail or by fax via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

11. **OTHER:** _____

12. **CANCELLATION:** This Agreement can be CANCELLED or REVOKED only by mutual consent in writing.

13. **RECEIPT:** Seller has read this agreement and acknowledges receipt of a completed copy of this Agreement.

Accepted by:



(REALTOR®)

Lucas Gestwicki

For:



(Broker)

Jamie Beaver

(Seller)

City of Gladstone

(Seller)

DISCLOSURE OF IDENTITY OF BUYER

Broker and Seller agree that the term "Buyer" as used in the above-referenced Agreement shall mean:

Clifford Barron

and his/her/their spouse or other immediate family member and any entity in which he/she/they have a controlling interest.

Accepted by:



(REALTOR®)

Lucas Gestwicki

For:



(Broker)

Jamie Beaver

(Seller)

City of Gladstone

(Seller)

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