

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

**RESOLUTION #24-037**

**ACCEPTING OFFER TO PURCHASE  
Vacant Parcel 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 16<sup>th</sup> day of July 2024 at 6:30 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 one (1) vacant parcel on Gale Island in White Lake Township that was obtained through the property tax foreclosure process, which parcel is 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 Property surplus and not needed for any public purpose; and

**WHEREAS**, the Township received an Offer to Purchase the Property, 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. Subject to the review and approval of the Township Attorney, 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 meeting held on July 16, 2024.

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Anthony L. Noble  
White Lake Township Clerk

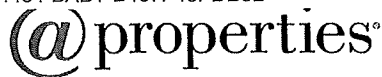
**Exhibit A**

**LEGAL DESCRIPTION OF PROPERTY**

**12-13-202-016 (Proposed Lot B)**

T3N, R8E, SEC 13 GALES LAKE PONTIAC SUB LOTS 9 & 10 BLK 1, ALSO OF 'ENGLISH VILLAS SUB' PART OF LOTS 436 & 437 ALL DESC AS BEG AT PT DIST N 86-51-45 E 2560.26 FT & S 02-09-12 E 728.02 FT FROM NW SEC COR, TH N 87-40-08 E 141.48 FT TO TRAV PT 'A', TH N 87-40-08 E 12 FT TO WATER'S EDGE OF PONTIAC LAKE, TH SLY 66.20 FT M/L ALG WATER'S EDGE, TH S 87-40-08 W 3 FT TO TRAV PT 'B' LOC S 12-27-31 E 60.95 FT FROM TRAV PT 'A', TH S 87-40-08 W 152.38 FT, TH N 02-09-12 W 60 FT TO BEG 8-1-23 FR 012 & 128-020

**EXHIBIT B**  
[ATTACH PURCHASE AGREEMENT]



# PURCHASE AGREEMENT

MLS# 20230083036			
LISTING BROKER: KW Showcase Realty		SELLING BROKER: @properties Christie's Int'l R.E. Birmingham	
LISTING AGENT: Janet K Stockton		SELLING AGENT Amy Parsons	
AGENT ID#	OFFICE ID# 328013	AGENT ID# 375262	OFFICE ID# 432297
PHONE: (248) 505-5600		PHONE: (248) 933-3335	

1. **PROPERTY DESCRIPTION:** The undersigned Buyer hereby offers and agrees to purchase, and seller agrees to sell property located in Michigan, City/Township/Village of White Lake Twp County of Oakland and legally described as follows:  
**Metes & Bounds, Lot B, English Villas Sub**  
 More commonly known as (address, city and zip code):  
LOT B GALE ISLAND Street, White Lake Twp, Michigan 48386

together with all available sub-surface and mineral rights, all fixtures, improvements and appurtenances now in or on property, including all built-in appliances/equipment, built-in shelving/cabinets, all lighting fixtures, ceiling fans, attached carpeting, all window treatments and hardware, attached mirrors, telephone system and instruments designed for system, television antennae, television mounts, satellite dishes (if owned) and complete rotor equipment, storm doors, storm windows, screens, awnings, garage door openers and transmitters, water softeners, mailboxes, fences, fireplace inserts, doors, screens, gas logs, grates, gas attachments and equipment, attached humidifiers, all landscaping, fuel in tanks, central vacuum and attachments, security alarm systems and cameras (if owned), and any attached items NOT specifically excluded herein are included in the sale, and:

but excluding:

upon the following terms and conditions:

2. **PURCHASE PRICE:** Buyer agrees to pay the sum of Sixty Five Thousand Dollars dollars (\$65,000.00) in consideration for which Seller will provide a warranty deed conveying good and insurable title, subject only to existing building and use restrictions, easements and rights of way of record.

3. **METHOD OF PAYMENT:** All money shall be paid in immediately available U.S. funds. Sale shall be completed by the following method: (Mark only the box that applies)

- A. CASH SALE.**
- B. CASH SALE WITH NEW MORTGAGE.** This Agreement is contingent upon Buyer securing a \_\_\_\_\_ mortgage, that is not contingent on the sale or closing of any other property, for \_\_\_\_\_% of the sales price within \_\_\_\_\_ calendar days from Buyer's receipt of an accepted copy of this Agreement. Buyer agrees to apply for such mortgage within \_\_\_\_\_ calendar days from Buyer's accepted copy of this Agreement and will promptly comply with all requirements of a qualified lending institution including, but not limited to lender's request for true and accurate information required to process loan application. If Buyer has not removed this contingency in writing before the date described herein, then this Agreement shall be voidable by either party and upon written notice of termination, Buyer's deposit shall be promptly returned. If a firm written mortgage commitment cannot be obtained within the aforementioned time limits, at seller's option (upon written notice), this agreement may be cancelled, and buyers deposit shall be returned. The parties agree that if the appraised value of the property is less than the purchase price, Buyer may declare this agreement null and void and the deposit shall be returned.
- C. FHA/VA SALE:** See attached "FHA/VA ADDENDUM" made a part hereof.
- D. LAND CONTRACT:** See attached "LAND CONTRACT SALE ADDENDUM" made a part hereof.

4. **EARNEST MONEY DEPOSIT:** Buyer is depositing the amount of \$0.00 payable in the form of a check, wire or electronic transfer. An additional \$2,000.00 shall be deposited within 2.00 days after Buyer's accepted copy of this agreement making total earnest money on deposit \$2,000.00. The Deposit shall be held in accordance with MCL 339.2512, Michigan Administrative Code 339.22313 or such other laws, rules, regulations, as amended which may be applicable. The Deposit shall be applied to Purchase Price at Closing or disbursed according to terms and conditions contained herein, or according to the terms in a mutual release agreement, when signed by all parties to this Agreement, or by a court order. If offer made is not acceptable to Seller, then the Deposit shall be refunded to Buyer. Broker by signing below hereby acknowledges receipt of the Deposit and a copy of this Agreement shall serve as a receipt to Buyer: Brokerage: @properties Christie's Int'l R.E. Agent Signature \_\_\_\_\_

5. **CLOSING:** Subject to all conditions herein, the closing shall take place on or before August 2nd, 2024 at the office of the Listing Broker or at another mutually agreeable location.

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6. **POSSESSION:** Seller shall deliver possession to Buyer  at closing or  on or before \_\_\_\_\_ days after closing (possession shall be delivered at closing to apply if no choice is made). If possession is not delivered at closing, then from and including day of closing, through the date of vacating property, **SELLER SHALL PAY** the sum of \$ \_\_\_\_\_ per day ("Daily Fee"). Designated escrow agent shall retain from an amount due Seller the sum of 1 ½ times Daily Fee, times total days for said occupancy. Seller shall be entitled to any unused portion of occupancy fee as determined by date property is vacated and keys surrendered to  Buyer,  Listing Broker, or  Selling Broker. 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 Fee per day and may be liable for cost of eviction, actual attorney fees, damages and other costs incurred by Buyer in obtaining possession and collecting any amount due. Brokers have no obligation, implied or otherwise, as to condition of Property or for seeing that Property is vacated on date specified.

**AS ADDITIONAL SECURITY:** the Seller will deposit with the escrow agent the sum of \$ 0.00 to be held in escrow to assure that the Property is vacated and left in the same condition as of the date of closing. Buyer agrees to walk through the Property on the day possession is delivered to Buyer to determine damages, if any. If Buyer does not respond in writing within 5 days of Seller's vacating with written notice of dissatisfaction with the condition of the Property and the estimated costs of repairs, then the security deposit will be returned to Seller. Should there be any repairs requested in writing, Seller must respond within 5 days as to their intention with respect to said repairs or Seller will forfeit from the security deposit the amount claimed by Buyer for damages. Buyer and Seller agree to arbitrate any disputes regarding the condition, only, of the Property delivered after closing pursuant to this section if applicable. Buyer agrees to give prompt and reasonable access to complete any repairs on subject home.

7. **AVAILABILITY OF HOME PROTECTION PLANS:** Buyer acknowledges notice of the availability and cost of a home protection plan. Buyer agrees to hold Seller, Listing and Selling Brokers and their salespeople harmless for all claims related to appliances or mechanical systems in the Property which could be covered by a home protection plan, regardless of whether Buyer obtains a home protection plan. Buyer  Declines or  Accepts a home protection plan provided by \_\_\_\_\_ at  Seller's expense or at  Buyer's expense, not to exceed \$ \_\_\_\_\_.

8. **SEWER AND WATER CHARGES:** Seller agrees to pay for all sewer and water charges to date of  CLOSING  POSSESSION (possession will apply if no choice has been made.) Title Company shall retain from amount due Seller at closing \$300.00, or more if needed, for final water and sewer charges. After water and sewer bills are verified paid, any unused portion shall be returned to Seller.

9. **OWNER'S POLICY OF TITLE INSURANCE:** Seller agrees to order and deliver to Buyer, at Seller's expense, as soon as same may be prepared, a Commitment for an Expanded Coverage Owner's Policy of Title Insurance equivalent to the ALTA Homeowners Policy issued by any title company licensed by the State of Michigan (the "Title Company") bearing date subsequent to final acceptance of this Agreement, in an amount not less than the Purchase Price herein, offering to insure the marketability of the title required to be conveyed by Seller. If a Commitment for a Policy of Title Insurance with Expanded Coverage shall be delivered to and acceptable to Buyer, Seller shall pay for and deliver a Policy of Title Insurance with Expanded Coverage guaranteeing title in the condition required for performance of this Agreement. If an Expanded Coverage Owner's Policy of Title Insurance is not available due to the type of transaction, Seller agrees to provide an Owner's Policy of Title Insurance without standard exceptions. Upon delivered evidence of good and insurable title to Buyer, Seller shall not be required to pay for further endorsements to such Commitment for Title Policy. The Commitment shall be "Marked Up" at closing and the final Title Policy shall be issued to the insured with an effective date inclusive of the recording date of the deed. If a survey is required to obtain the coverages described herein, then Buyer shall be responsible for cost of same. Seller agrees to sign a customary closing affidavit prepared by the title company to facilitate the requirements of this Agreement. If a survey is required to obtain the coverages described herein and Buyer fails to do so, then the policy of title insurance shall be issued with standard exceptions and Buyer agrees to hold Brokers harmless.

10. **LENDER'S POLICY OF TITLE INSURANCE:** Buyer herein selects: Ambassador Title for lender's title services as protected by RESPA section 9. If no selection is made in the space provided, then Buyer shall utilize Ambassador Title Agency.

11. **TITLE OBJECTIONS:** If objection to title is made, based upon written opinion of Buyer's attorney, that title is not in the condition required for performance hereunder, then Seller shall have thirty (30) calendar days from date notified in writing of the defects claimed, to either: (a.) remedy title; or (b.) obtain title insurance satisfactory to Buyer. Buyer agrees to complete sale within ten (10) calendar days of written notification by Seller that it has remedied title or secured satisfactory title insurance, subject to other provisions of the Agreement. If Seller is unable or unwilling to remedy title within time specified, at Buyer's option then Buyer may waive requirement in writing within ten (10) calendar days of written notification thereof from Seller or declare Agreement null and void and receive a full refund of its Deposit. Seller shall remove all liens against the Property that can be discharged by payment of monies due, or allegedly due, at the time of closing without requiring that Buyer to object to same.

12. **PROPERTY TAXES:** Seller shall discharge all City, County, Township, Village and School taxes upon the Property which, at the date of closing as provided elsewhere herein, shall have become due. At closing of sale, any such taxes covering the current taxing period (i.e., the period in which the date of the closing shall fall) shall be pro-rated and adjusted between Seller and Buyer from the date upon which each of the said taxes becomes due and payable and not the fiscal year of the taxing authority. Unless specified otherwise all taxes shall be treated as paid in advance and pro-rations shall assume a 365-day year. Parties hereto have agreed that the lien date for the purposes of the Agreement shall be the date said taxes are billed, due and payable. Buyer shall assume responsibility for taxes not yet due and payable. **Buyer acknowledges that the taxable value of the Property and thus the property taxes on the Property will likely change and increase upon the transfer of title to the Property.** Neither the Broker for Buyer nor the Broker for Seller make any representations regarding how or how much Buyer's real property taxes will change because of this transaction. Buyer is urged to investigate their tax obligation for the Property as part of their inspection of the Property. The Seller shall pay all State and County Transfer Taxes.

**PRINCIPAL RESIDENCE EXEMPTION:** Buyer and Seller are aware that they must rescind their Principal Residence Exemption (PRE) on their present home (when applicable) and file for the exemption on their new home. Seller has not and will not rescind their PRE prior to closing. When purchasing a non-exempt or new construction home, Buyer must own, occupy, and file necessary forms with the local assessor's office prior to the appropriate municipality's deadlines to claim the PRE for the following billing cycle. Buyer understands that property taxes without the Principal Residence Exemption are significantly higher than when the property is recognized as subject to PRE. Broker recommends Buyer and Seller obtain specific information

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regarding property taxes from the County, City or Township Assessor. Buyer and Seller assume all responsibility and liability for filing of affidavits as to PRE and the Property Transfer Affidavit, and agree to release and hold Brokers harmless from all related liability.

Seller: Has \_\_\_\_\_ Has Not \_\_\_\_\_ rescinded the principal Residence Exception  
Seller(s) Initials Seller(s) Initials

13. **ASSESSMENTS:** At the time of closing, Seller shall pay in full and discharge all assessments confirmed by proper authority upon the Property regardless of whether they are currently due and payable. Seller shall also pay in full all liens, water/sewer charges, lateral fees, and any other charges confirmed by proper authority upon the property whether recorded or unrecorded. All assessments or other charges confirmed by proper authority after the date of closing shall be the responsibility of the Buyer.

14. **CONDOMINIUM/HOMEOWNERS ASSOCIATION ASSESSMENTS:** Current dues shall be prorated to date of closing. Any delinquent condominium/homeowner association dues/assessments/liens shall be paid by Seller at closing. All dues, assessments, or liens confirmed and becoming due and payable after closing will be paid by Buyer. (See Condominium Addendum made a part hereof if applicable).

15. **MAINTENANCE OF PROPERTY:** Seller is responsible to keep Property in substantially the same condition as of date of Agreement. Seller is responsible to maintain grounds and keep all systems in working order until possession of the Property is delivered to Buyer except for conditions disclosed in Seller's Disclosure Statement or conditions discovered by Buyer as part of their inspections. In the event property has been winterized, it shall be the obligation and expense of the Seller to de-winterize property prior to property inspection and closing. Seller agrees to leave Property broom-clean and free of debris and personal property.

16. **PERSONAL PROPERTY:** Seller and Buyer agree that the personal property identified in the Agreement is being sold together with the Property and that the consideration for the personal property is contained in the Purchase Price for the Property. Seller agrees to provide Buyer with a bill of sale containing standard warranties of title for the personal property being sold to Buyer as so identified. Seller further agrees to transfer to Buyer, to the extent such transfer or assignment is permitted, all warranties and guaranties relating to any equipment, fixtures, or personal property affixed to the Property, and/or to be conveyed to Buyer. Seller further agrees to deliver to Buyer all service manuals, operating instructions, owner's manuals, repair records, service records, and the like in Seller's possession relating to the Property or any personal property, fixtures, or equipment to be sold or conveyed to Buyer.

17. **RISK OF LOSS:** If loss or damage to property occurs before closing for any reason (including, but not limited to, fire, vandalism or acts of God) risk of loss shall be on Seller. If property is destroyed or substantially damaged before closing, at Buyer's option, this Agreement may become null and void, or Buyer may accept property and take assignment of insurance proceeds as available.

18. **DISCLAIMER OF BROKER(S):** Broker(s) and Salesperson(s) specifically disclaim any responsibility for condition of property or for performance of this Agreement by the parties. It is further understood and agreed that neither Broker for Buyer nor Broker for Seller warrant or have represented the subject property's condition, nor do they assume responsibility for any verbal or written representations made by the Seller pertaining to condition of said property.

19. **FINAL WALK-THROUGH(S):** Buyer reserves right to walk through property within forty-eight (48) hours prior to closing and also forty-eight (48) hours prior to possession exchange to determine whether terms of Agreement have been met.

20. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between Buyer and Seller and supersedes any and all understandings and agreements between the parties. All discussions, correspondence, email, 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 are not relying on any other written or verbal representations by each other or the Brokers except as explicitly set forth in the Agreement and referenced documents. The representations, covenants and warranties herein shall be deemed to survive the closing. No further agreement or amendment to this Agreement shall be binding unless it is in writing and signed by all parties involved. Should any term or condition of this Agreement be deemed void or unenforceable they shall be deemed stricken and the remaining provisions of the Agreement shall remain in full force and effect.

21. **SUCCESSORS AND ASSIGNS:** This Agreement shall bind all parties to it jointly and severally as well as the personal representatives, successors, heirs and assigns of the parties and any third parties claiming under them by virtue of this Agreement.

22. **FACSIMILE/ELECTRONIC AUTHORITY:** Parties agree that this offer, any counteroffer, or acceptance, may be delivered by use of facsimile/electronic authority with signatures, and that electronic signatures and modifications shall be deemed valid and binding upon the parties as if original signatures.

23. **CALCULATION OF TIME:** The Effective Date of the Purchase Agreement or the first day of any period described herein is not included in the calculation of time. The last day of any period is included in the calculation of time.

24. **TIME IS OF THE ESSENCE:** Buyer and Seller understand that no extensions of time limits contained herein are expected or agreed to unless specified in writing and signed by both Buyer and Seller. Time is of the essence.

25. **SELLER'S DISCLOSURE STATEMENT:** (initial only one)

Buyer(s) Initials

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A. With Disclosure: Buyer has, prior to writing this offer, received Seller's Disclosure Statement.

B. Without Disclosure: All Parties understand that Seller's Disclosure Statement was not available at time this offer was written. Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer pursuant to Public Act 92 of 1993 unless the transaction is exempt from the disclosure requirements of the Act.

26. **DEFAULT:**

**BUYER:** In the event Buyer fails to fulfill its obligations as set forth herein or fails to close this transaction by the time and in the manner required, then Buyer shall forfeit the Deposit to Seller as liquidated damages, and this shall be Seller's sole remedy.

**SELLER:** In the event the Seller fails to fulfill its obligations as set forth herein or fails to close this transaction by the time and in the manner required, then Buyer may elect to enforce terms herein or declare the sale void, be entitled to a refund of the Deposit and seek all available legal and equitable remedies.

27. **FEES:** Buyer and Seller acknowledge that Broker may, if permitted by law, accept a fee or other consideration with regard to the placement of a loan or mortgage, title insurance, homeowner's and home warranty insurance, which may be affiliates, arising from this transaction and expressly consent as required by the provisions under Michigan Real Estate License Law and any applicable FHA, VA and RESPA guidelines. Buyer agrees to pay \$395 to @properties at closing for the retaining of all records as is required by applicable Federal and State laws and regulations and for all other related storage, administrative, and closing preparation costs.

28. **TIME LIMIT:** Buyer is making this offer valid until 12:00 AM | PM on 7/17/2024 unless earlier withdrawn in writing prior to acceptance.

29. **COUNTEROFFER:** In the event Seller makes any written changes to terms and conditions herein, such changes, if initialed and Seller Acceptance executed, shall constitute a counteroffer by Seller to Buyer, which shall remain valid until AM | PM on unless earlier withdrawn in writing prior to acceptance. Acceptance of counteroffer by Buyer occurs when Buyer initials each change, signs Buyer Acknowledgement of Acceptance (bottom line), and delivers notice to Seller by time stipulated above.

30. **ADDITIONAL DOCUMENTS ATTACHED:** The Seller's Disclosure Statement, Lead Based Paint Disclosure, Agency Relationship Disclosure plus the following checked items are also attached hereto and made a part hereof.

- FHA/VA Addendum
- Vacant Land Addendum
- Contingency Sale Agreement
- Occupancy Addendum
- New Construction Addendum
- Swimming Pool Addendum
- Condominium Addendum
- Additional Conditions
- Well & Septic Addendum
- Land Contract Addendum
- Dual Agency Addendum
- \_\_\_\_\_

31. **WELL / SEPTIC INSPECTION:** If Property is serviced by well and/or septic system, Seller shall provide, at Seller's expense, and deliver to Buyer prior to closing, an inspection report by the county health department or other qualified inspector. Seller represents that the well water is potable and that the well and septic system, if any, are in good working order or as disclosed in the Seller's Disclosure Statement.

32. **DUE DILIGENCE CONTINGENCY:** Broker(s) recommend that Buyer conduct independent private inspection(s) of property at Buyer's expense. Due diligence may include, but is not limited to, any inspection(s) or research deemed necessary by Buyer, including structural integrity, condition of mechanical systems, environmental status, health or safety conditions, surveys or infestation. To ensure intended use of premises it is recommended that Buyer research: square footage; building and use restrictions; easements; ordinances; regulations; school district; and/or property tax status. If Buyer DOES NOT notify Seller, in writing, within 14 calendar days after Buyer's accepted copy of this Agreement that Buyer is dissatisfied with the results of due diligence, Agreement shall be binding without regard to said inspection(s) which shall be waived. If Buyer notifies Seller, in writing and within specified time, that for any reason, in Buyer's sole judgment, Buyer is dissatisfied with results of due diligence. Buyer shall do one, or a combination, of the following within the contingency period stated above.

- A. Present to Seller an amendment for mutual written agreement that cites a list of repairs and/or conditions to be remedied by Seller.
- B. Present to Seller an amendment for mutual written agreement with a credit to be applied against the purchase price, and/or a price reduction, in full satisfaction of inspection contingency.
- C. Present to Seller a Notice of Dissatisfaction with inspection which shall render null and void, in which case Seller agrees to authorize Broker to return all earnest monies to Buyer.
- D. In the event Seller and Buyer are unable to reach an Agreement in writing to Buyer's proposals made under A or B, Buyer may either elect to proceed with transaction by waiving this contingency in writing or declare Agreement void by election of C within two (2) calendar days of receipt of Seller's written response to A or B above.

Buyer: Does  Does Not  elect to have the Property inspected.

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33. **MUNICIPAL INSPECTIONS:** If a municipal inspection and/or certification of Property are required by local ordinance, State or Federal law, or Buyer's lending institution, Seller agrees to pay for said inspections and complete all repairs required by municipality in order to obtain written approval, prior to closing.

34. **LIABILITY OF BUYER FOR DAMAGE:** Buyer shall be solely responsible for all damage to Property resulting from all inspection(s) of property authorized by or conducted by Buyer. Buyer shall pay for all necessary repairs to restore property to its condition prior to inspection(s) or shall reimburse Seller for actual cost of such restoration.

35. **BUYER ACCEPTANCE OF CONDITION:** If Buyer elects to close regardless of conditions disclosed in the due diligence period, Buyer shall be deemed to have accepted property in its "AS IS" condition. Buyer hereby knowingly waives, releases, and relinquishes all claims or causes of action against Brokers, their officers, directors, employees and/or their agents for condition of property.

36. **SHOWINGS:** Seller agrees not to allow Property to be shown after this Agreement is signed by the parties.

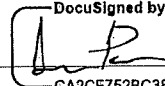
37. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA):** If sale price of residence exceeds \$300,000.00, parties to Agreement will be bound by FIRPTA requirements and must complete addendum for FIRPTA.

38. **LEGAL COUNSEL RECOMMENDATION:** BROKER(S) RECOMMEND(S) THAT ALL PARTIES TO THIS AGREEMENT RETAIN AN ATTORNEY TO PROTECT THEIR INTERESTS.

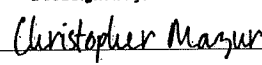
39. **EFFECTIVE DATE:** This Purchase Agreement is effective on the date that the Buyer acknowledges the Seller's acceptance of the Purchase Agreement by signing and dating the "Buyer Acknowledgement of Acceptance" below.


40. **OTHER TERMS AND CONDITIONS:**

**BUYER SIGNATURE AND ACKNOWLEDGMENT OF RECEIPT:** Buyer hereby makes this offer with terms and conditions contained herein and acknowledges receiving a copy of this Agreement.

Witness :   
DocuSigned by:  
CA2CF752BC3840A...

Date: 7/16/2024 | 1:59 PM CDT

Buyer:  7/16/2024 | 2:01 PM CI  
DocuSigned by:  
E6Z887E1E2C4CF...

Buyer:  7/16/2024 | 12:19 PM  
DocuSigned by:  
FE25455A5AF6482...

**SELLER SIGNATURE:** Seller hereby agrees to the terms and conditions contained herein. Seller acknowledges receiving a copy of this Agreement.

Witness : \_\_\_\_\_

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

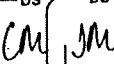
Seller: \_\_\_\_\_

**BUYER ACKNOWLEDGMENT OF ACCEPTANCE:** Buyer's signature below acknowledges receipt of Seller's signed acceptance of this Agreement and constitutes a final acceptance of Seller's counteroffer (if any changes were made by Sellers, thereby making this Agreement a counteroffer).

Buyer: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

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\_\_\_\_\_  
DocuSign



### CLIENT WIRE FRAUD WARNING AND ACKNOWLEDGEMENT

@properties Christie's International Real Estate utilizes secure communication methods to transmit communications to its clients and participants in sales transactions. Even though @properties Christie's International Real Estate takes all precaution in its electronic communications, it is impossible to eliminate the risk of account hacking and fraud. @properties Christie's International Real Estate and its agents **never** transmit wiring instructions or other payment instructions on behalf of any party. @properties Christie's International Real Estate and its agents will never request transmittal of non-public personal identifying information such as social security numbers or financial account numbers or other data that should be kept private ("Confidential Information").

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 to or from a title company, 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 PROVIDED TO YOU 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 A LEGITIMATE SOURCE, do not respond to it and contact your agent or @properties Christie's International Real Estate immediately.
5. Immediately notify your financial institutions if you are, or suspect that you are, a victim of wire fraud.

The undersigned agree(s) to defend, and hold harmless, @properties Christie's International Real Estate, its associated real estate agents 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:

DocuSigned by:  
*Christopher Mazur*  
FC7287B1B22C4CF...

Signature

Date: 7/16/2024 | 2:01 PM CDT

DocuSigned by:  
*Jessica Mazur*  
FE25455A5AF6462...

Signature

Date: 7/16/2024 | 12:19 PM PDT



## 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.
  - 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 marking 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, communication, 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.

Initials: CM / MS

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 is one who has agreed to work with the listing agents, 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 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**

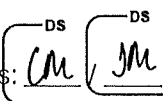
A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

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.

## **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.

Initials: 

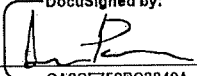
### AFFILIATED LICENSEE DISCLOSURE

Only the licensee's broker and the named supervisory brokers have the same agency relationship as the licensee named below. If the party in a transaction is represented by a salesperson licensed with @properties Christie's International RE, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.

Licensee Disclosure (Check One)

- Seller's Agent
- Buyer's Agent (requires a signed Buyer's Agency Agreement)
- Dual Agent (applicable only when both buyer and seller have signed Listing and Buyer Agency Agreements with the designated agent(s) named below and have signed a Dual Agency Agreement)
- None of the Above

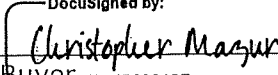
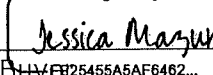
This form was provided to the buyer and seller before disclosure of any confidential information.

DocuSigned by:  7/16/2024 | 1:59 PM CDT  
 Licensee CA2CF752BC3840A... Date

Licensee Date

### RECEIPT AND ACKNOWLEDGEMENT

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.**

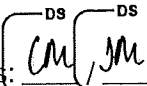
Signature  7/16/2024 | 2:01 PM CDT Date  
 Signature  7/16/2024 | 12:19 PM PDT Date

Print Name Christopher Mazur Print Name Jessica Mazur

Buyer 1 Phones: Cell: \_\_\_\_\_ Home: \_\_\_\_\_ Work: \_\_\_\_\_

Buyer 2 Phones: Cell: \_\_\_\_\_ Home: \_\_\_\_\_ Work: \_\_\_\_\_

Buyer 1 Email \_\_\_\_\_ Buyer 2 Email \_\_\_\_\_

Initials: 





# NOTICE OF BUYER AGENCY

## TO THE SELLER AND SELLER'S AGENT:

Please note that my company and I are representing the Buyer(s) identified below as the Buyer(s)' exclusive agent, pursuant to a written agency contract, and with respect to the potential purchase of the property described below.

As the agent for the Buyer(s), our allegiance extends to the Buyer(s) and not to the Seller(s). Because we will be attempting to act in the best interest of our Buyer(s), we are rejecting your offer of subagency (if any), and requesting that you not disclose any information to us that you do not want us to convey to our Buyer(s).

We also  are accepting \_\_\_\_\_ are not accepting the compensation offered to cooperating brokers of N/A or 3.0 % of the purchase price of the property.

Gale Island Lot B  
Property Address \_\_\_\_\_  
DocuSigned by: Christopher Mazur 7/16/2024 | 2:01 PM CDT  
Buyer Signature Date

White Lake Twp, MI 48386  
City/State/Zip \_\_\_\_\_  
Christopher Mazur  
Print Name

DocuSigned by: [Signature] 7/16/2024 | 1:59 PM CDT  
Buyer's Agent Date  
DocuSigned by: Jessica Mazur 7/16/2024 | 12:19 PM PDT  
Buyer Signature Date

@properties Christie's International RE  
Broker \_\_\_\_\_  
Jessica Mazur  
Print Name

## ACKNOWLEDGMENT AND ACCEPTANCE:

I (We) hereby acknowledge that I (we) were presented with this Notice on \_\_\_\_\_, \_\_\_\_\_, and agree to the terms contained herein.

\_\_\_\_\_  
Seller Signature Date  
\_\_\_\_\_  
Seller's Agent Date

\_\_\_\_\_  
Print Name  
for

\_\_\_\_\_  
Seller Signature Date  
\_\_\_\_\_  
Listing Broker

\_\_\_\_\_  
Print Name