



MEMORANDUM

301 W. MAIN ▪ OWOSSO, MICHIGAN 48867-2958 ▪ WWW.CI.OWOSSO.MI.US

DATE: March 27, 2024

TO: Owosso City Council

FROM: City Manager

SUBJECT: 21 Day Posting – \$360,000 offer to purchase the Gould House

Background:

At their March 26 special meeting, the OHC voted to recommend that council accept the offer to purchase the Gould House received from Sean Harrington in the amount of \$360,000. The OHC would like to retain any artwork or non-furniture items in the house, the Amos Gould Chair, the piano, the display cases, and the chairs donated by a local attorney. The remaining furnishings will convey with the home.

Recommendation

Authorize the posting of this offer for 21 days according to Section 14.3(B)(2) of the city charter governing the sale of real property.

RESOLUTION NO.

**AUTHORIZING 21- DAY POSTING OF PURCHASE AGREEMENT
FOR THE SALE OF CITY-OWNED PROPERTY AT
515 N WASHINGTON STREET – THE “AMOS GOULD HOUSE”**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, owns parcel 050-470-033-001-00; and

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has received an offer to purchase the property for three hundred and sixty thousand dollars (\$360,000); and

WHEREAS, the Owosso Historic Commission (OHC) recommended City Council accept this offer at their March 26, 2024 special meeting; and

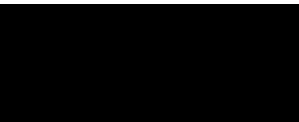
WHEREAS, the City Attorney is of the opinion that the 21-day rule applies to the sale of this property; and

WHEREAS, the OHC wishes to retain certain items of personal property still in the home.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

FIRST: The City of Owosso has theretofore determined that it is advisable, necessary, and in the public interest to sell the aforementioned parcel to Sean Harrington of Crestwood, KY in the amount of \$360,000.

SECOND: The city clerk is instructed to publicly publish this offer per Section 14.3(B)(2) of the city charter for twenty-one (21) days.



03/26/2024

City of Owosso Historical Commission
226 Curwood Castle Dr
Owosso, MI 48867

Dear Members of the City of Owosso Historical Commission,

We regret not being able to meet in person at the tonight's meeting, and are thankful for the opportunity to convey our enthusiasm and vision for the good stewardship of the historic Amos Gould House through this letter.

We are the Harrington Family and we are interested in making the Amos Gould house our home. We sincerely appreciate your consideration of our offer to purchase and restore the historic Gould House. Our passion for historical preservation and community drives our commitment to revitalizing this cherished landmark as our future home and a beacon of history in Owosso.

Our plans for the Gould House are rooted in a desire to integrate deeply into the fabric of Owosso, not only as residents but also through our business endeavors. We are committed to supporting the local economy and community spirit by bringing not only our family, but also our business and philanthropic support to Owosso.

We recognize the Gould House as a hub of community engagement and historical exploration. To honor and continue this essential attraction in Owosso, we look forward to organizing public events, holiday tours, and open house events, to foster a strong connection between the community and this historical gem, continuing to support Owosso's cultural and tourism landscape.

We understand and share the community's concern about maintaining the historical integrity of the Gould House. Rest assured, our intent is to honor and preserve its architectural and historical essence, ensuring it remains a treasured landmark in Owosso.

With our extensive experience in historic home renovation and preservation, including our recent work on a 113-year-old American Four Square home, we are prepared to undertake the respectful restoration of the Gould House. Our background in archival preservation, collections management, and tourism marketing equips us to handle this project with the care and dedication it deserves, ensuring that the home's historical integrity is preserved for future generations.

In closing, we are enthusiastic about the possibility of making the Gould House an integral part of our family's life and contributing to the Owosso community. We look forward to the opportunity to discuss our plans further and to build a lasting relationship with the city, its leadership, and its residents.

Thank you for considering our proposal. We are hopeful for a favorable response and eager to contribute positively to the Owosso community.

Yours sincerely,
The Harrington Family



THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.

East Central Association of REALTORS® - Purchase Agreement

1. AGENCY RELATIONSHIP: The undersigned Buyer(s) acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships dated 3/21/2024. The selling licensee is acting as a Dual Agent.

2. OFFER TO PURCHASE – The undersigned, hereinafter known as “Buyer(s)” hereby agrees to purchase property listed with Ham Group Realty and purchased through Ham Group Realty, the property commonly known as: 515 N Washington street Owosso MI Zip: 48867 and legally described as: LOTS 1,2,3,4 Block 33 Original PLAT

(Property size and square footage of all structures located herein are approximate and not guaranteed.) Tax I.D.# 050-470-033-001 and located in the ☒ City ☐ Village ☐ Township of Owosso, County of Shiawassee, Michigan. Buyer(s) accepts all existing building and use restrictions, deed restrictions easements and zoning ordinances, if any, and to pay therefore, the sum of Three Hundred Sixty Thousand dollars (\$ 360,000.00).

3. TERMS OF PURCHASE – As indicated by “X” below, (other unmarked terms do not apply). Payment of the cash portion of the purchase price is to be a cashier’s check or certified funds.

☐ **Cash Sale:** The full purchase price payable in the form of a cashier’s check or certified funds upon the delivery of a recordable Warranty Deed conveying title in the condition provided for herein. Funds to be verified on or before . In the event the Buyer(s) or Buyer(s) Agent does not provide the Seller(s) Agent with verified funds by the date provided, the Seller(s) may terminate this agreement by a written notice to the Buyer(s) or Buyer(s) Agent.

☒ **New Mortgage:** The full purchase price upon the delivery of a recordable Warranty Deed conveying title in the condition provided for herein. Contingent upon property appraising for a minimum of sales price, if required and the Buyer(s)’s ability to obtain a Conventional mortgage, at no cost to the Seller(s) unless agreed to in writing, amortized for no less than 30 years, in the amount of 55 % of purchase price, which Buyer(s) shall make written application within three (3) business days after the later of: (a) Seller(s) and Buyer(s) acceptance of this contract; and (b) waiver/satisfaction of any inspection contingencies contained in paragraph 13 below. If Buyer(s) fail to deliver to Seller(s) evidence of the loan approval before April 22, 2024, Seller(s) may cancel this agreement with written notification to the Buyer(s) and/or Buyer(s) agent.

In the event that the Buyer(s) does not make written application for financing by the date provided above, the Seller(s) may terminate this agreement by written notification to the Buyer(s) or Buyer(s) Agent.

Any extensions to the above time frames must be in writing and agreed to by both parties to be valid.

☐ **Sale to Existing Mortgage Land Contract:** Upon execution and delivery of

- ☐ A recordable Warranty Deed and subject to existing mortgage
☐ Assignment of vendee’s interest in Land Contract.

Buyer(s) to pay the difference (approximately \$) between the purchase price and the balance as of day of closing, of said mortgage land contract bearing interest at % per annum and with monthly payments of \$ which ☐ do ☐ do not include tax and/or insurance, which Buyer(s) assumes and agrees to pay. Buyer(s) agrees to reimburse Seller(s) for any funds held in escrow. Buyer(s) to pay all taxes and insurance costs if not included in the monthly payment stated above (see paragraph 11). **SELLERS(S) UNDERSTANDS THAT THE SALE OR TRANSFER OF THE PROPERTY DESCRIBED IN THIS AGREEMENT MAY NOT RELIEVE THE SELLER(S) OF ANY LIABILITY THAT SELLER(S) MAY HAVE UNDER THE MORTGAGE(S) OR LAND CONTRACT(S) TO WHICH THE PROPERTY IS SUBJECT, UNLESS OTHERWISE AGREED TO BY THE LENDER OR VENDOR OR REQUIRED BY LAW OR REGULATION.**

☐ **Land Contract:** The down payment of Dollars (\$) and the execution of a land contract, acknowledging payment of that sum and calling for the payment of the remainder of the purchase money of \$ in payments of or more, which

Address: 515 N Washington street Owosso MI 48867

☐ (SHALL) ☐ (SHALL NOT) include interest payment at the rate of _____ % percent per annum, and which
☐ (SHALL) ☐ (SHALL NOT) include prepaid taxes and insurance. The contract shall be paid in full on or before
 _____ years from date of sale. Buyer(s) agrees to provide Seller(s) a recent credit report on or before _____,
 which must be approved or rejected in writing by the Seller(s) within _____ days of receipt of said credit report. In the event
 Buyer(s) does not provide the Seller(s) with a written credit report by the date provided above, the Seller(s) may terminate this
 agreement by a written notice to the Buyer(s).

4. **SELLER CONTRIBUTIONS**- At close of sale, in addition to Seller's normal closing cost(s), Seller hereby agrees to pay the
 following from their proceeds on behalf of the buyer up to: 0 % of sales price or \$0, toward Buyer closing costs,
 pre-pays, and escrows, and Lender approved costs. _____

5. **CLOSING FEES**- Seller shall pay transfer taxes and other costs required to convey title. Buyer shall pay all costs required for
 recording Deed and any security instruments. When the sale is either Cash or Seller Financed, the closing fee charged by the
 closing agent shall be divided equally (50/50) between the Buyer and Seller. When the sale is lender financed the closing fee
 charged by the closing agent shall be paid in full by the buyer. Buyer shall not be responsible for Seller contracted closing fees.

6. **PURSUANT TO THE ABOVE IDENTIFIED TERMS OF PURCHASE, SELLER(S) AND BUYER(S) AGREE TO
 CLOSE ON OR BEFORE 07/01/2024 (DATE) UNLESS OTHERWISE MUTUALLY AGREED IN WRITING.
 BUYER(S) AND SELLER(S) HAVE A RIGHT TO REQUEST A COMPLETE COPY OF CLOSING DOCUMENTS 48
 HOURS PRIOR TO CLOSING.**

7. **FIXTURES AND IMPROVEMENTS** - All improvements and fixtures are included in the purchase price if in or on the
 property, including the following: all buildings, landscaping; lighting fixtures and their shades and bulbs; ceiling fans, drapery and
 curtain hardware, window coverings, shades and blinds, built-in kitchen appliances including; garbage disposal, drop-in ranges and
 range hoods; wall to wall carpeting, if attached; all attached mirrors; all attached shelving; attached work benches, stationary
 laundry tubs, water softener (unless rented), water heater, sump pump, water pump and pressure tank; heating and air conditioning
 equipment (window units excluded), attached humidifiers; heating units including; add-on wood stoves and wood stoves connected
 by flue pipe, fireplace screens, inserts and grates, fireplace doors, if attached, liquid heating and cooking fuel tanks if owned by
 Seller(s); installed generator and all support equipment, TV antenna and complete rotor equipment, television wall and/or ceiling
 brackets, invisible fence, equipment and accessories, all support equipment for in ground pools; screens, storm windows and
 doors; awnings, basketball backboard and goal, mailbox, fences, detached storage buildings, underground sprinkling, including the
 pump, installed outdoor grills, all plantings and bulbs, garage door opener and control(s); and any and all items and fixtures
 permanently affixed to the property.

Exclusions: _____

8. **PRIMARY HEATING FUEL** - (propane, fuel oil, corn, wood, etc., if applicable) Seller(s) shall maintain an adequate
 amount of primary heating fuel (if primary heating system requires) on the property until possession is surrendered. Any
 remaining heating fuel after possession is surrendered shall belong to the Buyer(s) and Seller(s) shall not be entitled to any credit
 from the fuel provider.

☒ See attached Bill of Sale / Personal Property Statement

9. **TITLE** - As evidence of title, Seller(s) agrees to furnish Buyer(s) at Seller(s)'s cost, a title commitment and after closing, a
 policy of title insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and insuring the
 title in marketable condition. If a Without Exceptions Title Policy is requested all additional expenses incurred shall be the
 responsibility of the Buyer(s). **Title Objections:** If objection to the title is made, based upon written opinion of the Buyer(s)'s
 attorney that the title is not marketable as required for performance hereunder, the Seller(s) shall have thirty (30) days from the date
 they are notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) if unable to remedy the title, to
 refund the deposit in full termination of this agreement. If the Seller(s) remedies the title within the time specified, the Buyer(s)
 agrees to complete the sale. Seller(s) agrees to sell and convey marketable title to the property subject to easements and restrictions
 of record and including gas, oil and mineral rights owned by Seller(s). Title to any gas, oil and mineral rights to be conveyed but
 not warranted by Seller(s).

10. **POSSESSION** - Possession to be given ☒ immediately following closing; up to ☐ days after closing by 12:00
 noon; subject to rights of tenants, if any. Seller(s) shall pay Buyer(s) rent (which commences the day of closing), during time of
 Seller(s) occupancy after closing ☐ \$ _____ per day; ☐ at an amount prorated per day equal to Buyer(s)
 monthly payment including principal, interest, taxes, insurance, condominium dues and association dues. Seller(s) further agree
 and authorize said REALTOR® to retain and deposit in REALTOR®'S or designee's Trust Account, monies agreed upon during
 Seller(s)'s occupancy. Seller(s) further authorizes said REALTOR® or designee to disburse said funds necessary following
 possession, paying to Buyer(s) the amount due and returning to Seller(s) the unused portion as determined by date property is
 vacated and keys surrendered to Buyer(s) or the Listing REALTOR® and further paying the final water and sewer bill, if

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InstantFORMS

obligation implied or otherwise for seeing that the property is vacated on the date specified or for the condition of the property, etc., but is acting only as an escrow agent for holding of the occupancy deposit. If possession is for more than 50 days occupancy money is to be released in 30-day increments, if requested by Buyer(s).

10a. At the time of possession, the Seller(s) agree to have the property free and clear of trash, debris and in "broom clean" condition. Seller(s) shall maintain utilities and property in its present condition until time of possession including but not limited to lawn care and snow removal. Seller(s) is liable to Buyer for damage to the property occurring after closing and before vacating, to the extent not covered by the Buyer's homeowner's policy, as well as for any deductible portions of a covered claim. Buyer(s) acknowledges responsibility of transferring all utilities the day possession is given.

10b. Any notification received by the Seller(s) pertaining to the property must be disclosed to the Buyer(s) prior to closing.

10c. If Seller(s)'s Tenants occupy the property, then:

☒

Seller(s) shall have the tenants vacate the property before closing.

☐

Buyer(s) shall be assigned all Landlord Rights and security deposit and rents pro-rated to date of closing, with Buyer(s) assuming Landlord Rights and obligations the day of closing.

11. **TAXES:** Unless otherwise indicated below, real estate taxes billed before close of sale are to be paid by Seller. All Real Estate taxes billed on or after close of sale shall be paid by the Buyer. **FOR PURPOSES OF THIS CONTRACT**, taxes are to be prorated as indicated by an "x" below. The amount to be based on latest tax figures regardless of the Personal Residence Exemption Status (formerly known as Homestead/Non-Homestead). **NOTE:** Local Municipalities' taxes may be based on different due dates which have no bearing on tax prorations as agreed upon in this contract. **The Personal Residence Exemption Status and any potential property assessment/tax increases due to change of ownership should be verified with the local taxing entity by the buyer.** After closing buyer is responsible for verifying that Property Transfer Affidavit and Personal Residence Exemption is filled with the local Assessor. All special assessments, including current installments and unbilled portion of future installments, which have become a lien upon the land, shall be paid by the Seller at closing (except for perpetual type assessments; i.e. trash removal, street lighting, county drain maintenance water debt or bonds, aquatic weed control).

☒

Taxes to be pro-rated in **ADVANCE**, with July bill covering July 1 through June 30; December bill covering January 1 through December 31. Buyer to be responsible for taxes from and including the day of closing.

☐

No Tax Proration.

☐

Other:

12. **BUYER(S) AGREES** – that they have examined the before identified property, the Seller(s)'s property disclosure, if applicable and agrees to accept the same "AS IS", in current condition, subject to any inspection contingencies contained in paragraph 13 below. Buyer shall have the right to a walk-through inspection of the property within forty-eight (48) hours prior to closing in order to determine the property has been maintained in its current condition.

13. **PROPERTY INSPECTIONS** – Buyer acknowledges that REALTOR®/Broker has strongly recommended that the Buyer(s) selects a licensed contractor and/or a qualified inspector to inspect and investigate the property as well as conduct tests for possible environmental hazards including but not limited to mold, radon, etc. Buyer(s) understands and agrees there may be defects that cannot be observed or discovered during the home inspection process. **Buyer(s) agrees to indemnify, and hold harmless the Seller(s), real estate brokerages and their agents for any loss, damage and/or injuries to persons or property incurred during any inspections.**

☐ Buyer(s) does not desire to obtain any inspections of the property and agrees to accept the property "AS IS", in its present condition, with no warranties expressed or implied from the Seller(s), real estate brokerages or their agents.
Buyer(s) Initials _____

☒ This Contract is contingent upon Buyer(s) receipt of satisfactory inspection report(s) which may include, but not limited to; Home Inspection, Radon Test, Well/Water Test, Percolation Test, Septic Test and Infestation Test, at Buyer(s) expense.
Buyer(s) Initials St

ALL REQUESTED INSPECTIONS AND TESTS ABOVE MUST BE COMPLETED WITHIN 10 CALENDAR DAYS OF SELLER(S) AND BUYER(S) ACCEPTANCE OF THIS CONTRACT UNLESS OTHERWISE AGREED TO ABOVE.

If not satisfied with the condition of the property, the Buyer(s) shall notify the Seller(s) and/or Seller(s)'s Agent in writing with a copy of the inspection report(s) if requested specifying any defective or unsatisfactory condition(s), no later than 5 business days following inspection. If no written notice of a defective condition is received or no inspection or test is held within the time allotted, the right to inspect shall be deemed waived and the Buyer(s) accepts the property "as is". In the event of a timely

* of Buyer's satisfactory in person viewing of property.

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it result, the Buyer(s) shall have the option to request Seller(s) to correct the defect, or terminate this agreement with full refund of the Earnest Money Deposit to the Buyer(s). In the event Buyer(s) requests a correction of the defect, Seller(s) has the option to **notify in writing within 3 business days of said notice agreeing to correct the defect as outlined above or the Buyer(s)'s Earnest Money Deposit will be returned in full termination of this agreement.** *Upon Buyer(s) removal or waiver of requested inspections if any or upon Seller(s) and Buyer(s) written mutual agreement to inspection corrections, if any, Buyer(s) shall make written application for financing within (3) Business days of receipt of said agreement and proceed with the TERMS OF PURCHASE – according to (paragraph 3) New Mortgage.

MUNICIPAL INSPECTIONS: If a municipal inspection and/or certification of premises is required by any Governmental Entity, Seller agrees to pay for inspections. If seller does not complete all repairs required by any Governmental Entity, Buyer may assume the additional costs to complete repairs or Buyer may declare this Agreement void.

FLOOD INSURANCE: Determining the existence of a Flood Insurance requirement or wetlands is the responsibility of the Buyer(s).

LENDER REQUIRED REPAIRS, if any, shall be paid by:

☐ Seller(s) not to exceed \$_____.

☐ Buyer(s) not to exceed \$_____.

☒ Yes ☐ No **HOME WARRANTY:**

Paid for by: ☐ Seller(s) ☒ Buyer(s) Gaurd Home Warranty (systems) not to exceed 500 dollars

14. SURVEY: Buyer(s) and Seller(s) acknowledge the REALTORS®/Brokers recommend a stake survey at Buyer's expense to determine the true and accurate boundaries of the property and the location of the improvements thereon. Buyer(s) understands and agrees that the REALTORS®/Brokers do not warrant location of the improvements, easements, and the boundaries of the property, nor assume any responsibility for the representations by the Seller(s) regarding the location of the improvements, easements, and the boundaries of the property. When closing occurs, Buyer(s) shall be deemed to have accepted the location of the improvements, easements, and the boundaries of the property.

15. RECEIPT OF DISCLOSURES – Buyer(s) acknowledge that they have received copies of the following:

☒ Agency Disclosure ☒ Lead Based Paint ☒ Seller(s)'s Disclosure ☐ Land Division Act, P.A. 87 ☐ Exempt under Sellers Disclosure Act #92 of 1993

16. FEES OR CONSIDERATIONS – Buyer(s) and Seller(s) hereby acknowledge notice of the fact that REALTOR®(s) may accept a fee consideration with regard to the placement of a loan, mortgage, home warranty, life, fire, theft, title insurance, casualty or hazard insurance arising from this transaction and expressly consent thereto as required by the provisions of rules promulgated under the Michigan Real Estate Licensing Law.

17. The Seller(s) and Buyer(s) agree that the terms of this transaction may be released to the East Central Association of REALTORS® for distribution according to the rules and regulations promulgated for distribution of the same.

18. "TIME IS OF THE ESSENCE" – With respect to this agreement, the parties agree that no extensions of time limits are binding unless specifically agreed to in writing. This agreement shall be construed without regard to the party or parties responsible for its preparation.

19. BINDING ARBITRATION – Any claim or demand of Seller(s) or Buyer(s) arising out of the agreement but limited to any dispute over the disposition of any earnest money deposits or arising out of or related to the physical condition of any property covered by this agreement, including without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the American Arbitration Association for residential arbitration. This is a voluntary agreement between the Buyer(s), Seller(s) and REALTOR® Broker/REALTOR® agents. Failure to agree to arbitrate does not affect the validity of this agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of

Michigan law governing arbitrations, MCL 600.5001; MSA 27A.5001, as amended, and the applicable court rules, MCR 3.602, as amended. **This agreement is enforceable as to all parties and REALTOR® Broker(s) / REALTOR® Agent(s) who have agreed to arbitrate as acknowledged by their initials below.** The terms of this provision shall survive the closing.

Seller(s) Initials _____
REALTOR® Broker(s) _____
REALTOR® Agent(s) Initials _____

Buyer(s) Initials _____
REALTOR® Broker(s) _____
REALTOR® Agent(s) Initials _____

20. DEFAULT – In the event Seller(s) or Buyer(s) defaults in the completion of this transaction, Seller(s) or Buyer(s) may pursue his or her legal or equitable remedies. In the event of Buyer(s) default, the earnest money deposit shall be forfeited.

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21. REALTOR'S® AUTHORIZATION – The undersigned REALTOR®(s) is hereby authorized to present this offer to the Seller(s), and to obtain the Seller(s)' signature to which written acceptance of this Purchase Agreement, when signed, and acceptance conveyed to the buyer, shall constitute a binding agreement between Buyer(s) and Seller(s). The Buyer(s) herewith deposits the sum of Four Thousand Dollars (\$ 4,000.00) in the form of Check, as goodwill or earnest money that Buyer(s) shall comply with the terms and conditions hereof and within the time limited therefore, which sum is to be credited on the purchase price in the event the sale is completed or refunded forthwith if offer is not accepted by Seller(s) making this agreement null and void. Said deposit must be verified in REALTOR®'s account before deposit can be refunded to Buyer(s).

22. RECEIPT - REALTOR® on this date, acknowledges receipt from the Buyer(s) of the amount of earnest money herein before mentioned. All deposits are to be held in the Selling REALTOR®'s trust account, unless otherwise specified, in accordance with the terms hereof and in accordance with the current regulations of the Michigan Department of Licensing and Regulatory Affairs or unless otherwise specified:

Earnest Money Deposit to be collected within 5 banking days of accepted offer

Date: _____ Office ID # (_____) Company: _____
By: _____ SALESPERSON, Perm. ID #: (_____) Phone: _____

23. AGREEMENT – The Buyer(s) and Seller(s) agree that they have read this document and understand thoroughly the contents herein and agree that there are no different or additional written or verbal understandings. The covenants herein, shall also bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective parties. This entire agreement supercedes any and all understandings and agreements, and both parties agree that neither party has relied on any representation of the REALTOR®, his/her REALTOR® salesperson(s) or REALTOR®'s agent(s) concerning the fitness and condition of the property. **The REALTOR® and his/her REALTOR® agent(s) assume no responsibility for the condition of the property or for the performance of the contract. The parties hereto hold harmless the real estate offices and agents for any adverse conditions.** We acknowledge that REALTOR®(s) are not acting as appraisers, builders, accountants, environmentalists, inspectors, tax advisors, or lawyers. As an alternative to physical delivery, the Buyer(s) and Seller(s) 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 via electronic mail and/or by facsimile. 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.

24. OTHER TERMS AND CONDITIONS -

- Sale contingent on satisfactory in person viewing by buyers at a date between March 29th and April 7th.
- See Dual Agency Addendum.
- Deed restrictions have been reviewed*

25. ACKNOWLEDGEMENT – Buyer(s), by signing this offer, further acknowledges receipt of a copy of this written offer.

Buyer(s) has the right to rescind this offer in writing until notice is given to Buyer(s) or Buyer's Agent of ☐ ☒ acceptance. If notice of acceptance of this offer by the Seller(s) is not given by (Date) March 25 at 5:00 AM/PM, this offer shall expire and be of no further force and effect.

<u>[Redacted]</u>	<u>[Redacted]</u>	<u>[Redacted]</u>	<u>03/22/2024</u>
Buyer: Print Name	Marital Status	Buyer: Signature	Date
<u>[Redacted]</u>	<u>[Redacted]</u>	<u>[Redacted]</u>	<u>[Redacted]</u>
Buyer: Print Name	Marital Status	Buyer: Signature	Date

Olle Mungat *3/22/24*
Agent Acknowledgement Date

Address: 515 N Washington street Owosso MI 48867

26. **SELLER(S) ACCEPTANCE** – Seller(s)'s hereby accept the Buyer(s)'s offer and acknowledge receipt of a copy of this agreement.

_____ Seller: Print Name	_____ Marital Status	_____ Seller: Signature	_____ Date
_____ Seller: Print Name	_____ Marital Status	_____ Seller: Signature	_____ Date
Address: _____		City: _____	State: _____ Zip: _____ Phone: _____
_____ Agent Acknowledgement		_____ Date	

27. **COUNTER OFFER** – This Purchase Agreement is amended as follows:

Seller(s) has the right to rescind this offer in writing and accept other offers until notice is given to Seller(s) or Listing Agent of Buyer(s)'s acceptance. If notice of acceptance of this offer by the Buyer(s) is not given by (Date) _____ at _____ AM/PM, this offer will expire and be of no further force and effect.

_____ Seller: Print Name	_____ Marital Status	_____ Seller: Signature	_____ Date
_____ Seller: Print Name	_____ Marital Status	_____ Seller: Signature	_____ Date
Address: _____		City: _____	State: _____ Zip: _____ Phone: _____
_____ Agent Acknowledgement		_____ Date	

28. **BUYER'S ACCEPTANCE OF COUNTER OFFER** – (Date) _____ at _____ AM/PM.
In the event the acceptance was subject to certain changes from Buyer(s) offer, Buyer(s) agrees to accept said changes, and all other terms and conditions remain unchanged.

_____ Buyer: Signature	_____ Buyer: Signature
_____ Agent Acknowledgement	_____ Date

29. **REALTOR® CONTACT INFORMATION** –

Alec Mangino

Buyer(s) REALTOR® Name
alec@lucyham.com

Agent Email/Cell Phone
Ham Group Realty

Broker/Company Name
810-659-6569

Company Phone Number

Lucy Ham

Seller(s) REALTOR® Name

Agent Email/Cell Phone
Ham Group Realty

Broker/Company Name
810-659-6569

Company Phone Number

Address: 515 N Washington street Owosso MI 48867



PERSONAL PROPERTY SHEET

In connection with sale of 515 N Washington Street Owosso MI 48867
Property Address

This agreement is a part of the Purchase Agreement dated: 3/22/24. The following list of personal property is included in the purchase price and is conveyed as is with no warranty either expressed or implied, such property being of no monetary value:

Washer/Dryer

Available Main floor furniture

Stoves

Refrigerators

***Sale is not contingent on approved personal Property sheet**

It is hereby understood that the list and selling offices do not warrant or guarantee the condition, age, operation or any other material fact regarding the above items.

Further, Seller(s) and Purchaser(s) hereby release and hold harmless the listing and selling offices and its agents free from any cost or liabilities that may occur in connection therewith.

The Seller(s) agree to convey to the Purchaser(s) the above personal property on consummation of this real estate sale.

Dated

Seller

Witness

03/22/2024

Seller

Dated

Buyer

Witness

Buyer

This Agreement is entered into among
(hereinafter referred to as "Purchaser")
(hereinafter referred to as "Seller") and
"Broker") regarding property located at
49867 (hereinafter referred to as the "Property").

Ham Group Realty
515 N Washington St. Owosso MI

The parties agree that this Agreement shall supercede any agency agreements previously entered into between Seller and Broker or between Purchaser and Broker.

Broker's Dual Agency Role: Because Broker is acting as agent for both Seller and Purchaser in this transaction, Broker shall make every reasonable effort to remain impartial to Seller and Purchaser. Seller and Purchaser acknowledge that prior to the time this Agreement was entered into, Broker acted as the exclusive agent of Seller and acted as the exclusive agent of Purchaser and in those separate roles may have obtained information which, if disclosed, could harm the bargaining position of the party providing such information to Broker. Unless specific disclosure is required by law, Seller and Purchaser agree that Broker shall not be liable to either party for refusing or failing to disclose information which in the discretion of Broker could compromise one party's bargaining position but could benefit the other party. Nothing contained herein shall prevent Broker from disclosing to Purchaser any known latent defects in the Property. Broker agrees not to disclose to Purchaser information about what price or terms Seller will accept other than the listing Price or terms, or to Seller information about what price or terms Purchaser will pay other than any written offered price of terms; however, the Broker may act as a facilitator and/or mediator. In the event that Seller and Purchaser do not enter into an agreement for the purchase and sale of Seller's Property to Purchaser, or in the event that the purchase and sale provided for in a purchase and sale agreement between Seller and Purchaser does not close by the closing date set forth in said Agreement, Broker may terminate its dual agency role and this Agreement by notice thereof to Seller and Purchaser.

Seller's and Purchaser's Roles: Because of Broker's dual agency relationship, Seller and Purchaser acknowledge that they understand that they have the responsibility of making their own decisions as to what terms are to be included in any purchase and sale agreement between them. Seller and Purchaser also acknowledge that they are fully aware of and understand the implications and consequences of Broker's dual agency role as a facilitator and/or mediator, rather than an advocate or exclusive representative, and that they have determined that the benefits of entering into a transaction with Broker acting as agent for them both outweigh said implications and consequences. Seller and Purchaser understand that they may seek independent legal counsel in order to assist them with any matter relating to a purchase and sale agreement or to the transaction which is the subject matter of a purchase and sale agreement. Seller and Purchaser agree to indemnify and hold Broker harmless against all claims, damages, losses, expenses or liabilities, other than intentional wrongful acts or violation of state license law, arising from Broker's role as a dual agent, except those arising from Broker's intentional wrongful acts or violation of Michigan real estate license law. Seller and Purchaser shall have a duty to protect their own interests and should read this agreement and any purchase and sale agreement carefully to ensure that they accurately set forth the terms which they want included in said agreements.

Purchaser _____ Date 03/21/2024

Seller _____ Date

Purchaser _____ Date

Seller _____ Date

Company

Company

By: [Signature] 3/21/24
Selling Salesperson Date

By: _____ Date
Listing Salesperson

The Selling Salesperson whose signature appears above acknowledges that Purchaser has signed this Agreement before signing any written offer to purchase the property.

The Listing Salesperson whose signature appears above acknowledges that Seller has signed this Agreement before reviewing any written offer to purchase property from Purchaser.

ANN ARBOR AREA  BOARD OF REALTORS®

Seller's Disclosure Statement

Page 1 of 2

Property Address: 515 N Washington St.

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

Range/oven	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Unknown <input type="radio"/> Not Available	Lawn sprinkler system	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available
Dishwasher	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available	Water heater	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input type="radio"/> Not Available
Refrigerator	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input type="radio"/> Not Available	Plumbing system	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input type="radio"/> Not Available
Hood/fan	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Unknown <input type="radio"/> Not Available	Water softener/conditioner	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available
Disposal	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Unknown <input type="radio"/> Not Available	Well & pump	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available
TV antenna, rotor & Controls	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available	Septic tank & drain field	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available
Electrical System	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input type="radio"/> Not Available	Sump pump	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available
Garage dr opener & remote	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available	City water system	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input type="radio"/> Not Available
Alarm system	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available	City sewer system	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input type="radio"/> Not Available
Intercom	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Unknown <input type="radio"/> Not Available	Central air conditioning	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input type="radio"/> Not Available
Central vacuum	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available	Central heating system	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input type="radio"/> Not Available
Attic fan	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available	Wall furnace	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available
Pool heater, wall liner/equip	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available	Solar heating system	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available
Microwave	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Unknown <input type="radio"/> Not Available	Humidifier	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available
Trash compactor	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available	Electronic air filter	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available
Ceiling fan	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Unknown <input type="radio"/> Not Available	Fireplace & chimney	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Unknown <input type="radio"/> Not Available
Sauna/hot tub	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available	Wood burning system	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input checked="" type="radio"/> Not Available
Washer	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input type="radio"/> Not Available	Dryer	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown <input type="radio"/> Not Available

Explanations:

(attach additional sheets if necessary): Unless otherwise agreed, all household appliances are sold in working order except as noted, without warranty beyond date of closing.

Property Conditions, improvements & additional information:

1. Basement/Crawlspace: Has there been evidence of water?

☐ Yes ☐ No

If yes, please explain:

2. Insulation: Describe, if known:

Urea Formaldehyde Foam Insulation (UFFI) is installed?

☐ unknown ☐ Yes ☐ No

3. Roof: Leaks?

☐ Yes ☐ No

Approximate age if known:

4. Well: Type of well (depth/diameter, age, and repair history, if known):

Has the water been tested?

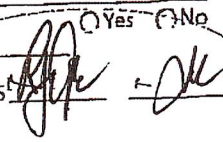
If yes, date of last report/results:

☐ Yes ☐ No

BUYER'S INITIALS



SELLER'S INITIALS



Property Address: 515 N Washington St

5. Septic tanks/drain fields: Condition, if known: N/A

6. Heating system: Type/approximate age: forced air/2022

7. Plumbing system: Type: ☐ copper ☐ galvanized ☐ other
Any known problems? no known problems

8. Electrical system: Any known problems? no known problems

9. History of infestation, if any: (termites, carpenter ants, etc.) unknown

10. Environmental problems: Are you aware of any substances, materials, or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property. ☒ Unknown ☐ Yes ☐ No
If yes, please explain: _____

11. Flood Insurance: Do you have flood insurance on the property? ☐ Unknown ☐ Yes ☒ No

12. Mineral Rights: Do you own the mineral rights? ☒ Unknown ☐ Yes ☐ No

Other items: Are you aware of any of the following:

1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? ☐ Unknown ☐ Yes ☒ No

2. Any encroachments, easements, zoning violations, or nonconforming uses? ☐ Unknown ☐ Yes ☒ No

3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowners' association that has any authority over the property? ☐ Unknown ☐ Yes ☒ No

4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors? ☒ Unknown ☐ Yes ☐ No

5. Settling, flooding, drainage, structural, or grading problems? ☐ Unknown ☐ Yes ☒ No

6. Major damage to the property from fire, wind, floods, or landslides? ☐ Unknown ☐ Yes ☒ No

7. Any underground storage tanks? ☒ Unknown ☐ Yes ☐ No

8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? ☐ Unknown ☐ Yes ☒ No

9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? ☐ Unknown ☐ Yes ☒ No

10. Any outstanding municipal assessments or fees? ☐ Unknown ☐ Yes ☒ No

11. Any pending litigation that could affect the property or the Seller's right to convey the property? ☐ Unknown ☐ Yes ☒ No

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary:

The Seller has lived in the residence on the property from _____ (date) to _____ (date).

The Seller has owned the property since 1979 (date).

The Seller has indicated above the condition of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MOREFULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

Buyers are advised that certain information compiled pursuant to the Sex Offenders Registration Act of 1994 PA 295, MCL 28.721 to 28.732 is available to the public. Buyers seeking such information should contact the appropriate local law enforcement agency or Sheriff's Department directly.

Buyer is advised that the State Equalized Value of the property, principal residence exemption information, and other real property tax information is available from the appropriate local assessor's office. 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.

Seller  Date 3/5/2024

Seller  Date 03/05/24

Buyer has read and acknowledges receipt of this statement.

Buyer  Date 03/22/2024

Buyer  Date _____

Disclaimer: This form is provided as a service of the Michigan 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 Michigan Association of REALTORS® is not responsible for use or misuse of the form for misrepresentation or for warranties made in connection with the form.



DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Our Home At 515 N Washington Was Built In: 1853 Dated: _____
Seller: City of OwoSSo Seller: _____

Lead Warning Statement:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property might present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

NOTE: IF THE HOUSING BEING LISTED OR SOLD WAS BUILT IN 1978 OR AFTER - YOU DO NOT HAVE TO FILL OUT THE REMAINDER OF THIS FORM.

Seller's Disclosure (Initial)

(A) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing
(Explain) _____

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(B) Records and Reports available to the seller (check one below):

☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below): _____

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgement (Initial)

☒ (C) Purchaser has received copies of all information listed above.

☒ (D) Purchaser has received the pamphlet *Protect Your Family From Lead In Your Home*.

☒ (E) Purchaser has (check one below):

☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards, or...

☐ Waived the opportunity to conduct a risk assessment for the presence of lead-based and/or lead-based paint hazards.

Agent's Acknowledgement (Initial)

☒ (F) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibilities to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller: [Signature] Date: 02/20/24 Purchaser: [Signature] Date: 3/22/24

Seller: [Signature] Date: 02/20/24 Purchaser: [Signature] Date: _____

Agent: [Signature] Date: _____ Agent: [Signature] Date: 3/22/24

Note: Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet *Protect Your Family From Lead In Your Home* for more information.

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 in 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 the 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 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 or 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 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 or 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, buyers 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 signed to work with the buyer's agent and 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 service 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 the real estate transaction.

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 (I will not be representing the buyer unless otherwise agreed in writing.)
- ☐ 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.

Alle Mungia
Licensee

3/21/24
Date

Licensee

Date

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

The undersigned DOES ☒ DOES NOT have a agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as SELLER BUYER.

ACKNOWLEDGEMENT:

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

[Redacted Signature]
Potential Buyer/Seller (circle one)

03/21/2024
Date

Potential Buyer/Seller (circle one)

Date

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



Property Address: SIS N. Washington
 Buyer's Realtor: Alec Mangino - Ham Group Realty
 Phone: 810-659-6569 Close By Date: 07/01/24
 Earnest Monies: \$4,000 w/in 5 banking days of accepted offer Respond By Date: 03/25/24 @ 5:00 PM
 Financing Type: Conventional Amount: 55%.

	Offer				List
Price:	\$360,000				\$359,900
% Of List Price:	—				100%.
Commission (<u>5</u> %):	\$ 18,000				\$ 17,995
Transaction Fee:	\$ 495				\$ 495
Michigan Transfer Tax:	\$ 3,096				\$ 3,096
Owner's Title Policy:	\$ 2,102				\$ 2,102
Seller's Concessions (_____ %):					
Home Warranty Plan:					
Well & Septic Inspection:					
Sewer/Water Escrow (\$400):					
Other: _____:					
Other: _____:					
Total Selling Expenses:	\$ 23,695				\$ 23,688
Approximate Proceeds to Seller:	\$336,307				\$336,212
Less Mortgage Payoff:					
Less Rent:	At closing				Subj. to tenant rights
Plus Tax Pro-Ration & Escrow:					
Balance:					

Seller: _____ Date: _____



HAM GROUP

REALTY

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HAMCOMMERCIAL

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www.HamCommercial.com

Addendum L- Amendment to Purchase Agreement

Regarding property located at: 515 N Washington St. Owosso MI 48867

Purchase Agreement dated: 03/22/2024

By and between the undersigned parties. In reference to the above mentioned sale and purchase agreement by and between the undersigned parties, it is hereby agreed that the following is being added and/or amended to read as follows:

Acceptance notice on Purchase Agreement from sellers is being moved to April 2nd 2024 at 5:00 P.M.

Witness: _____ Purchaser: [REDACTED] Date: 03/25/2024

Date: _____ Purchaser: _____ Date: _____

Witness: _____ Seller: _____ Date: _____

Date: _____ Seller: _____ Date: _____

"Mid-Michigan's Leading Realtor®"

Telephone: 810-659-6569

Fax: 810-659-6572

Website: lucyham.com

Ann Arbor Area Board of Realtors® Commercial Property Information Exchange of Michigan Flint Area Association of Realtors®

9.5.23