



AGENDA - City Council

DATE: October 30, 2024 5:00 PM City Council Chambers

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Public Comment
- V. Approval of Regular Agenda
- VI. New Business
 - I. Authorize Sale of Alter Rd Properties
 - II. Approve Listing Agreement of 1269-75 Wayburn
- VII. Adjournment

Public Comment: Public Comments are limited to three minutes.

Live Stream: The meeting will be livestreamed to the Official City of Grosse Pointe Park YouTube Channel.



CITY COUNCIL MEETING

DATE: October 30, 2024

SUBJECT: Authorize Sale of Alter Rd Properties

SUMMARY: The City of Grosse Pointe Park is considering a sale to Urban Detroit LLC for the Purchase of 2500, 2226, 2194, 2186, 2180, 2174 and 2170 Alter Rd. and 1264 and 1296 Alter Road. The purchaser has interest to develop the properties as a mixed-use development, with both commercial and residential units.

FINANCIAL IMPACT: Sale price of \$385,000 with a 30 day inspection and an Earnest Money Deposit of \$10,000

RECOMMENDATION: Motion to authorize the City Manager to approve the sale of the Alter Road Properties located at 1264, 1296, 2500, 2226, 2194, 2186, 2180, 2174 and 2170 Alter Rd., authorize the City Attorney to negotiate a Purchase Agreement for the Properties, and authorize the City Manager to enter into a Purchase Agreement for the sale of the Properties at a purchase price of \$385,000.00, with a 30-day inspection period, and an Earnest Money Deposit in the amount of \$10,000.00.

PREPARED BY: Nick Sizeland, City Manager

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made by and between THE CITY OF GROSSE POINTE PARK, a Michigan municipal corporation, ("Seller" or "City"), whose address is 15115 E. Jefferson, Grosse Pointe Park, MI 48230 and VBC Group, LLC, a Michigan limited liability company ("Purchaser"), whose address is 19156 174th Ave., Spring Lake, MI 48456, for the sale of real property located in the City of Detroit, Wayne County, Michigan, described on Exhibit A (the "Property"), on the following terms and conditions:

RECITALS

The Property is currently owned by the City. The Seller has expressed interest in selling the Property. Purchaser desires to purchase the Property, subject to the terms and conditions stated herein.

NOW, THEREFORE, the parties agree as follows:

1. Property Transferred. City agrees to sell, and Purchaser agrees to purchase the following properties commonly known as:

2500 Alter Road, Detroit, MI 48215;
2226 Alter Road, Detroit, MI 48215;
2194 Alter Road, Detroit, MI 48215;
2186 Alter Road, Detroit, MI 48215;
2180 Alter Road, Detroit, MI 48215;
2174 Alter Road, Detroit, MI 48215;
2170 Alter Road, Detroit, MI 48215;
1264 Alter Road, Detroit, MI 48215; and
1296 Alter Road, Detroit, MI 48215;

These properties are more fully described in **Exhibit "A"** (hereinafter collectively referred to as the "Property").

2. Purchase Price. As consideration for the purchase of the Property, Purchaser shall pay the City Three Hundred Eighty-Five Thousand Dollars (\$385,000.00) (the "Purchase Price"). Of this Purchase Price, Three Hundred Seventy-Five Thousand Dollars (\$375,000.00) shall represent payment for the properties located at 2500, 2226, 2194, 2186, 2180, 2174, and 2170 Alter Road; Five Thousand Dollars (\$5,000.00) shall represent payment for the property located at 1264 Alter Road; and Five Thousand Dollars (\$5,000.00) shall represent payment for the property located at 1296 Alter Road. The purchase price shall be paid by way of cash at closing.
3. Earnest Money Deposit. Within three (3) days of the effective date of this Agreement, Purchaser will make a deposit of Ten Thousand Dollars (\$10,000.00) (the "Deposit") with the Title Company which Deposit shall be applied as set out in this Agreement and applicable to the Purchase Price at Closing. If Purchaser fails to deliver the Deposit timely,

Purchaser shall be in default and Seller may terminate this Agreement upon notice to Purchaser.

4. Closing. The Closing on the sale of the Property shall take place at a location agreed upon by the issuing Title Company no later than November 15, 2024, unless such time frame is extended by mutual agreement of the Parties.
5. Possession. The Purchaser shall receive possession of the Property immediately upon completion of the Closing.
6. Closing Expenses and Fees. Purchaser shall be responsible for the cost of all closing expenses and fees (collectively "Expenses"). Purchaser shall pay any escrow fees that may be required to close this transaction.
7. Commissions. The cost of all commissions shall be paid by the Seller at closing. Specifically, Seller shall pay \$22,500.00 to transaction coordinator, Kees Janeway with ICONIC Real Estate, LLC. in cash at closing in accordance with the Amendment to Listing Agreement attached hereto as **EXHIBIT B**. Additionally, Seller shall pay \$2,000.00 to Mike DeFauw of Sine & Monaghan Realtors in cash at closing for the purchase of 1296 and 1264 Alter Road in accordance with the Amendment to Listing Agreement attached hereto as **EXHIBIT C**. The parties acknowledge that other than the parties' real estate agents disclosed herein, no other real estate brokers, salespersons, or agents are involved in this transaction and the parties hereby indemnify and hold each other harmless from any and all such claims for brokerage fees.
8. Prorations, Utilities, and Closing Adjustments. The following are the Prorations:
 - a. **TAXES:** Seller is exempt from property taxes. Purchaser is responsible for the payment of all taxes due and payable on and after the day title passes; the Purchaser and Seller will treat such taxes as having been paid in advance, and each will receive a credit for the other's prorated portion of any such bills, with the parties agreeing to treat, in the case of a tax bill issued in the summer, the bill as being due and payable on July 1, and in the case of a tax bill issued in the winter, as being due and payable on December 1.
 - b. **UTILITIES:** To the extent possible, all utility meters shall be read on or immediately prior to the Closing Date and again at the delivery date and the amounts due as disclosed by such readings shall be paid by Seller, or at Seller's option, Purchaser shall receive credit therefor; provided, however, that in the event such meters cannot be read, or the Title Insurance Company cannot insure in the applicable Owner's Policy there are no water or sewer or drainage fee liens, the parties shall prorate their respective responsibilities for such utilities based upon the last previous utility bill therefor, and, at the request of Purchaser, an appropriate escrow shall be established with the Title Insurance Company in an amount recommended by the Title Insurance Company pursuant to an escrow agreement supplied by the Title Insurance Company. Such charges shall be re-prorated upon receipt of the actual utility bills covering the period in which the Closing Date shall have occurred, such obligation

to survive the Closing and the delivery of the Closing documents.

9. Transfer Taxes. This transaction shall be exempt from transfer taxes pursuant to MCL 207.526(i).
10. Title and Insurance. Seller shall deliver to the Purchaser at Closing a Warranty Deed. The Purchaser shall pay the cost of the Title Insurance Policy. Seller agrees not to encumber the Property prior to transferring it to Purchaser at Closing. As evidence of title, and within ten (10) days of execution of this Purchase Agreement, Seller agrees to furnish Purchaser, at the expense of Purchaser, a commitment for title insurance in an amount not less than the Purchase Price, with a final policy to be issued, at Purchaser' expense, at the Closing insuring the Purchaser title to the Property.
11. Inspections. Purchaser shall have thirty (30) days from the Effective date of this Agreement (the "Due Diligence Period") to inspect and evaluate the Property at its sole cost. The Purchaser's inspections may include, but are not limited to, environmental and soil tests, title inspections, and such other tests on the Property as may be deemed reasonable by the Purchaser. Such work shall be conducted in a reasonable and workmanlike manner all at the sole cost, expense, and liability of the Purchaser. The Purchaser agrees it is solely responsible for conducting inspections or tests of the Property if it desires to do so.
12. Termination. In the event the Purchaser is unable to satisfy itself within the time period set forth under this Agreement that the Property is suitable for its intended use, the Purchaser may terminate this Agreement by advising Seller in writing prior to the expiration of the Due Diligence Period. Termination by the Purchaser shall cancel all rights and obligations of both parties hereunder, and Deposit shall be returned to the Purchaser.
13. "As-is, Where-is." Purchaser acknowledges that, except as expressly set forth in this Agreement or any other closing documents to be executed by Seller listed in this Agreement as well as any related agreement, Seller has not made, does not make, and specifically negates, renounces and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, of, as to, concerning, or with respect to, (i) the value, nature, quality or condition of the Property, including, without limitation, the water, soil and geology, (ii) the suitability of the Property for any and all activities and uses which may be conducted thereon, (iii) the compliance of or by the Property with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (iv) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property, (v) any other matter with respect to the Property, and specifically, that Seller has not made, does not make and specifically negates, renounces and disclaims any representations or warranties regarding compliance of the Property with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements. Purchaser shall rely solely on its own investigation of the Property and not any information provided or to be provided by Seller, its agents or contractors. Seller shall

not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property or the operation thereof, furnished by any party purporting to act on behalf of Seller. This provision shall survive Closing hereunder or any other termination or cancellation of this Agreement. By closing on the Property, Purchaser acknowledges that it accepts the Property "as is" and "where is" with all faults, and Purchaser hereby releases Seller from any and all liability that may arise under any claims covered by the foregoing acknowledgement.

14. Representations and Warranties of Seller. Seller represents and warrants to the Purchaser, and shall certify at the Closing, that:
 - a. This Agreement and the transaction contemplated hereby have been duly authorized on the part of Seller;
 - b. Seller has the power to sell, transfer, convey, and warrant all rights, title, and interest in and to the Property. Seller shall convey the Property at Closing;
 - c. The City has obtained all necessary approval of the City Council and has the full right and authority to execute this Agreement so as to complete the sale of the Property; and
 - d. Seller is a Michigan municipal corporation and not a "foreign person" as defined in the Internal Revenue Code.
15. Representations of Purchaser. The Purchaser represents and warrants to Seller and shall certify to Seller at Closing that:
 - a. It has full authority to enter into this Agreement in accordance with its terms, without causing the breach or default of any obligation or commitment of Purchaser.
16. Conditions Precedent to Performance by Seller. Seller's obligation to consummate the sale contemplated by this Agreement shall be subject to the fulfillment of the following conditions, which Seller may waive in writing:
 - a. Each of the Purchaser's representations and warranties shall be true and correct, and no representations or warranties shall be violated or breached before or at Closing; and
 - b. The Purchaser shall perform and comply with all agreements, obligations, and conditions required by this Agreement to be performed or complied with by the Purchaser as of Closing.
17. Mutual Cooperation. The Parties shall cooperate with each other as reasonably necessary

to effect the provisions of this Agreement, shall use reasonable and good faith efforts to satisfy conditions to Closing, and at and after Closing, shall each execute and deliver such additional instruments or other documents as the other may reasonably request to accomplish the purposes and intent of this Agreement; provided, however, that nothing in this Section shall be deemed to enlarge the obligations of the Parties hereunder or to require either Party to incur any material expense or liability not otherwise required of it hereunder.

18. Default.

- a. If Purchaser shall default in the performance of its obligations under this Agreement or does not close this transaction after Seller has given evidence of clear title, and such default shall continue for a period of five (5) days after delivery of written notice of default from Seller to Purchaser, then Seller shall be entitled to terminate this Agreement by giving written notice of termination to Purchaser, whereupon the Deposit shall be delivered to Seller and/or seller may file an action for specific performance under this Agreement.
- b. If Seller shall default in the performance of its obligations under this Agreement, and such default shall continue for a period of five (5) days after delivery of written notice of default from Purchaser to Seller, then provided Purchaser is not then in default under this Agreement, Purchaser shall be entitled to terminate this Agreement by giving written notice of termination to Seller, whereupon the Deposit shall be promptly returned to Purchaser.

19. Enforcement of Agreement. Should either party fail or refuse to close on the purchase of the Property as required by this Agreement, the non-defaulting party shall have the right to enforce the terms of this Agreement by specific performance, and the defaulting party agrees it will not oppose any request for relief to specifically enforce this Agreement. In the event of a default by either party, if legal action is required to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its actual attorney fees.

20. Amendments or Restatements. This Agreement may be amended or modified only by a written document signed by each of the parties to this Agreement.

21. Successors and Assigns. This Agreement shall bind and benefit the parties and their respective successors and assigns.

22. Governing Law and Venue. This Agreement shall be governed by Michigan law. Any action brought to enforce, interpret or decide any provision of this agreement or any claim arising under this Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the Court. Except as otherwise required by law, venue is proper in the Courts set forth above.

23. Execution. This Agreement may be executed in any number of counterpart originals

which, when taken together, shall be deemed to be one and the same instrument. Executed copies of this Agreement may be delivered between the parties via facsimile. This agreement upon execution constitutes a valid and binding agreement on each of the parties and by executing any signor represents he/she has the authority to act on behalf of and bind that party.

24. Notices. Any notices sent under or required by this Agreement shall be served as follows:

Seller:

THE CITY OF GROSSE POINTE PARK
Attn: Nick Sizeland
15115 E. Jefferson
Grosse Pointe Park, MI 48230

With a copy to:

City Attorney
Daniel J. Kelly, Esq.
2825 University Drive
Auburn Hills, MI 48326

Purchaser:

Urban Detroit One, LLC
39415 Millington Dr.
Sterling Heights, MI 48313

25. Effective Date. This Agreement shall be effective as of the date of the execution of this Agreement.

WITNESS:

SELLER:

CITY OF GROSSE POINTE PARK

By: Nick Sizeland
Its: City Manager

PURCHASER:

VBC Group, LLC

By:
Its:


10-18-2014

EXHIBIT A

The land situated in the City of Detroit, County of Wayne, State of Michigan, and more particularly described as follows:

[INSERT FULL LEGAL DESCRIPTION]

Commonly Known as:

2500 Alter Road, Detroit, MI 48215;
2226 Alter Road, Detroit, MI 48215;
2194 Alter Road, Detroit, MI 48215;
2186 Alter Road, Detroit, MI 48215;
2174 Alter Road, Detroit, MI 48215; and
2170 Alter Road, Detroit, MI 48215.

Parcel IDs:

The following described premises situated in the City of Detroit, County of Wayne, State of Michigan, to-wit:

E ALTER 11 TURNBULL & EPSTEANS JEFFERSON AVE SUB L26 P98 PLATS, W C R
21/3000 30 X 101.47

Parcel ID:

More commonly known as: 1264 Alter Road, Detroit, MI 48215

The following described premises situated in the City of Detroit, County of Wayne, State of Michigan, to-wit:

E ALTER 16 S 15 TF 17 TURNBULL & EPSTEANS JEFFERSON AVE SUB L26 P98
PLATS, W C R 21/300 45 X 101.47

Parcel ID:

More commonly known as: 1296 Alter Road, Detroit, MI 48215



CITY COUNCIL MEETING

DATE: October 30, 2024

SUBJECT: Approve Listing Agreement of 1269-75 Wayburn

SUMMARY: The City is considering listing the City Property of 1269-75 Wayburn in Grosse Pointe Park. Per the City Charter and Code, a sealed competitive bid process is required to sell real property. However, this sealed bidding process may not be the most effective and appropriate course of action for selling this property. It is recommended that enlisting the services of a real estate agent in this case Mike Defauw to market the property is the best course of action. A realtor with residential sales experience can help assist with facilitating comprehensive marketing of the property, through various methods and ensure that the City receives a price/proposal that accurately captures the true value of the property.

Utilizing the services of a realtor (Mike Defauw) to sell the property will still result in bids that the City Council will be able to consider. However, given the requirements in the Charter and Code, utilizing the services of a realtor is technically not a sale via "competitive bids." The Charter allows for the Council to pass a formal, unanimous resolution based on the written recommendation of the City Manager to allow for the property to be sold utilizing the services of a realtor. In the event that the Council cannot produce a unanimous vote, the only way for the property to be sold would be via a sealed competitive bid which would require a simple majority vote of the Council to proceed. Mike has been a realtor in the Grosse Pointe area since 2015 and has over 17 years experience in real estate. Mike will have professional photos done of the properties, pay for advertising and have the property listed on MLS and other real estate platforms.

FINANCIAL IMPACT: Not Applicable

RECOMMENDATION: Motion to Adopt the Resolution and listing agreement with Realtor Mike Defauw in order to list the properties located at 1269-1275 Wayburn Road, and authorize the City Manager to execute the same

PREPARED BY: Nick Sizeland, City Manager

**CITY OF GROSSE POINTE PARK
COUNTY OF WAYNE
STATE OF MICHIGAN**

**RESOLUTION FOR SALE OF PROPERTY
LOCATED AT 1269-1275 WAYBURN ROAD**

At a regular meeting of the City Council of the City of Grosse Pointe Park, Wayne County, Michigan (the "City"), held on _____, 2024.

PRESENT:

ABSENT:

The following Resolution was offered by _____ and seconded by _____:

WHEREAS, the City of Grosse Pointe Park ("City") owns the property located at 1269-1275 Wayburn Road, Grosse Pointe Park, Michigan;

WHEREAS, after a preliminary analysis, the City Manager makes the recommendation to City Council to sell the Property in that the sale of the Property would be in the best interest of the City;

WHEREAS, the City Manager recommends forgoing the sealed competitive bidding process as set forth in the Code under Sec. 2-249 for sale of Property over Five Thousand (\$5,000) Dollars for the following reasons: (1) the competitive bidding process would not be practical and/or (2) the competitive bidding process would provide no advantage in obtaining a sale that is most advantageous for the City when compared to utilizing the services of a realtor;

WHEREAS, the City Manager has submitted a request to the Council to forego the formal sealed competitive bidding process and authorize the City Manager, as the Purchasing Agent of the City, to obtain the services of a realtor.

NOW, THEREFORE, BE IT RESOLVED, the Council does hereby authorize the sale of 1269-1275 Wayburn Road, Grosse Pointe Park, Michigan;

BE IT FURTHER RESOLVED, as provided in Sec. 2-249 of the City Code, at the written recommendation of the City Manager, the Council hereby waives the competitive bidding procedure in Sec. 2-248 of the City Code, as it is not practical and/or would not provide an advantage to the City;

BE IT FURTHER RESOLVED, in lieu of competitive bidding, the Council hereby grants the City Manager authority to hire and utilize the services of a qualified and licensed realtor who has familiarity with the type of property being sold and/or the location so the City receives offers that would be the most advantageous to the City;

BE IT FURTHER RESOLVED, that the Council will have final authority on whether or not to accept any offers received by the City Manager with the assistance of a realtor.

RESOLUTION DECLARED ADOPTED.

YEAS: _____
NAYS: _____
ABSTENTIONS: _____

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted at a regular meeting of the City of Grosse Pointe Park, Wayne County, Michigan, on _____, 2024, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this _____ day of _____, 2024.

Clerk Bridgette Bowdler
City of Grosse Pointe Park



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

Sine & Monaghan Realtors, OFFICE AND ID#: 365458 Contract Date: 10/24/2024

1. **DURATION OF LISTING:** In consideration of your undertaking to find a purchaser for the real estate described in Paragraph 2 of this Agreement, Seller(s) represent that they are the sole owner(s) of said property and have the right to execute this contract. Seller(s) hereby grant unto Broker and/or Broker representatives, agents, subagents and cooperating broker the sole and exclusive right to show, offer for sale, and sell the described property from 11/1/2024 until 11:59 P.M. on 11/1/2025, except the Term shall automatically extend until closing upon the full execution of Purchase Agreement.

This Agreement shall bind Sellers heirs, personal representatives, administrators, executors, assigns and successors. Upon full execution of a Purchase Agreement, all rights and obligations of this Listing Agreement will automatically extend through the date of the actual closing of said Purchase Agreement. Seller(s) acknowledge that Broker has or shall have a copyright on the listing data, including, but not limited to, all text, photographs and remarks in connection therewith, and that this listing data may not be used by any other party without Broker's consent.

2. **PROPERTY DESCRIPTION:** ☐ Residential ☐ Condominium ☐ Multi-Family ☒ Vacant ☐ Commercial/Industrial
☐ Other: _____

Property is located in the ☐ Village ☐ Township ☒ City of GROSSE POINTE PARK
County of WAYNE

Commonly known street address 1269 WAYBURN STREET MI 48230

Legal Description: _____

This Property is being sold together with all improvements & appurtenances, if any, now in or on the premises including all buildings, fixtures, built-in appliances, all window treatments including hardware, attached door coverings, attached fireplace doors, screens, gas logs, garage door opener and controls, screens, storm windows and doors, landscaping, fences (including electronic fences and transmitters), mailboxes, all ceiling fans, alarm system, radio and television antennas, rotors and controls, satellite dishes, water softener (unless rented), water pumps, pressure tanks, fuel in tank, incinerator, if any, and gas, oil and mineral rights owned by Seller, and: _____

Seller excludes the following items: _____

3. **PRICE AND CONDITIONS:** Seller(s) authorize Broker to offer the property for a price of \$ 95,000.00, to be paid as follows.

(Mark all that apply)

☒ Cash ☐ Cash to New Mortgage ☐ Land Contract ☐ 1031 Exchange

☐ Lease (If this box is checked, the terms Seller/Buyer in this Agreement shall include Landlord/Tenant. Landlord shall be responsible for determining if there is a local rental or leasing ordinance that governs rental property and for complying with any local municipal requirements.)

4. **PAYMENT FOR LISTING BROKER SERVICES:** Seller and Listing Broker acknowledge that they have negotiated Listing Broker's compensation, to be paid by Seller in consideration for the services to be performed by Listing Broker, in the amount of 6 % of the selling price. **THIS AMOUNT IS FOR THE LISTING BROKER'S SERVICES ONLY AND DOES NOT REPRESENT A COOPERATIVE AMOUNT. ANY OFFER OF COMPENSATION TO A BUYER OR BUYER BROKER/AGENT OR OTHER REPRESENTATIVE, IS A SEPARATE AMOUNT THAT MUST BE IDENTIFIED IN THAT SPECIFIC SECTION OF THIS AGREEMENT.**

DISCLOSURE: BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE. Any compensation paid to a real estate broker is not fixed, controlled, recommended, or maintained by law or any person, organization, entity, MLS, or trade group. The compensation will be paid to Broker upon the first of the following to occur: (i) closing of the sale, lease, or exchange agreement, (ii) transfer of title to the Property, or (iii) Seller's refusal or failure to close the sale when Broker has provided a ready, willing, and able Buyer.

~~UNREPRESENTED BUYER: If Buyer is not represented by a broker, Seller authorizes Broker to assume the additional responsibility of facilitating the preparation of necessary purchase forms. Broker will not represent the Buyer. For this effort, Seller agrees to compensate Listing Broker _____ % of the sale price, which shall be in addition to the compensation identified above.~~

~~FOR LEASES: Seller/Landlord agrees to pay Broker _____ % and/or \$ _____ per each year of a lease agreement as commission for services rendered; if lease term is less than one year, the commission shall be equal to one month's rent.~~

5. **OPTION TO OFFER COMPENSATION TO BUYER'S BROKER OR OTHER BUYER REPRESENTATIVE:** Seller may choose BUT IS UNDER NO OBLIGATION to offer to pay some or all of the Buyer's Agent's or other Buyer's Representative's compensation to help stimulate additional Buyer interest in the property. Seller understands and agrees that any offer to compensate to a Buyer's Broker/Agent or other Buyer Representative is PROHIBITED from appearing on/in the MLS. However, Seller is not prohibited by MLS Rules from offering compensation off the MLS.

DISCLOSURE REGARDING SELLER OFFER OF COMPENSATION TO BUYER'S BROKER/AGENT OR OTHER BUYER REPRESENTATIVE: If Seller chooses to make an offer of compensation to Buyer's Broker/Agent or other Buyer Representative, compensation paid to the real estate broker is not fixed, controlled, recommended, or maintained by law or any person, organization, entity, MLS, or trade group.

Check AND Seller to initial selected options:

- ☐ ~~Seller agrees to offer compensation to Buyer's broker in an amount up to _____ % of the sale price.~~
- ☐ ~~Seller agrees to offer compensation to an agent acting as Sub Agent in the amount of _____ % of the sale price.~~
- ☐ ~~Seller agrees to offer compensation to an agent acting as a Transaction Coordinator in the amount of _____ % of the sale price.~~
- ☐ ~~Seller authorizes Broker to inform Buyer agents of Seller's offer of compensation.~~
- ☐ ~~Seller does NOT authorize Broker to inform Buyer agents of Seller's offer of compensation and instead chooses to negotiate any Buyer's broker compensation through the Purchase Agreement.~~

If the amount of compensation offered by Seller exceeds the amount ultimately agreed to by the parties, Seller shall receive the excess.

6. **DEFAULT:** If a sale is not consummated because of the Seller's refusal to perform, then the full commission shall be due and payable upon such refusal. If a sale is not consummated because of the Buyer failure to perform and the deposit made is forfeited, Seller agrees that 50% of the deposit (but not to exceed amount of the full commission) shall be retained by the Broker in full payment for services rendered in this transaction. Seller further agrees Broker may, in Broker's sole discretion, pursue its full commission against a defaulting Buyer, and if that occurs any amount of the deposit shall be returned to Seller pro-rata based on the amount Broker recovers from Buyer.

7. **PROTECTION PERIOD:** Seller(s) further agree that the previously stated commission amount shall be paid to Broker if the property is sold or otherwise conveyed within 180 days after the expiration of this Agreement, or any extension thereof, to anyone who learned of the property through the efforts of Broker or Broker agents, representatives, subagents, cooperating agents or transaction coordinators during the term of this Agreement. However, Seller(s) shall not be obligated to pay such commission if Seller(s) have entered into a valid listing agreement with another REALTOR during the term of this Protection Period.

8. **MULTI-LIST/COOPERATION:** Broker is authorized to list the Property in the Multiple Listing Services (MLS) for which Broker is a member. The MLS is authorized to disseminate the information provided to its Participants according to its rules and regulations.

9. **CANCELLATION:** This Contract can be cancelled by Seller only with mutual written consent of both Broker and Seller. Sales Agent acknowledging the receipt of this contract does NOT have authority to cancel this contract. Broker may cancel this contract unilaterally in the event Seller files bankruptcy, is involved in a foreclosure action involving the subject Property, does not have the funds necessary to close a transaction on this property, or at any time and for any cause, upon written notice to Seller.

10. **TITLE:** Seller represents the title to the Property to be a good and marketable title and Seller will execute and deliver a Warranty Deed, Land Contract, or other instrument(s) of assignment or conveyance as shall be required. By agreement on a subsequent Purchase Agreement, Seller will furnish an owner's title insurance policy without standard exceptions. Any deed required shall have full covenants of warranty and conveyance thereunder and shall be free of all encumbrances and liens except restrictions, easements, reservations and covenants of record. Seller(s) acknowledges that the proceeds available from the sale of this property may be insufficient to pay off all liens and underlying debts and encumbrances. Seller(s) hereby represents that he/she is able and willing to bring additional funds to closing if necessary to convey clear and unencumbered title to Buyer.

11. **TRANSACTION MANAGEMENT FEE:** Seller agrees to pay Sine & Monaghan Realtors \$245 at the closing for a transaction management fee.

12. **SHOWING/SIGNS:** Broker shall have access to the buildings and/or property for the purpose of showing at reasonable hours. Broker is hereby authorized to photograph the Property and publish such photographs, retain a key, cause a "For Sale" sign to be erected on the property, and to remove all other "For Sale" signs. Seller acknowledges that there can be a risk of damage to underground lawn sprinkler systems and invisible fences associated with sign installation. Seller agrees to pre-mark the locations of any such amenities. Seller agrees that Broker and its sign installation contractor assume no risk or liability for any damage that may result from sign installation.

13. **LOCK BOX:** Broker ☐ is ☒ is not authorized to attach a lock box to be used for the purposes of storing key(s) that provide access to the Property by authorized persons. Seller agrees to save and hold Broker, its agents & subagents, harmless from any liability for damage to

furnishings, losses caused by theft, mysterious disappearance of personal property, vandalism, or injury to persons which result or may have resulted from unauthorized access made possible by the lockbox process.

14. MARKET: Upon Seller's written acceptance of the terms of any Offer to Purchase, Purchase Agreement, Contract of Sale, or equivalent, Broker is directed to cease marketing the Property and to stop accepting offers received after the time of acceptance.

15. REFERRAL: Seller agrees to refer to Broker all inquiries concerning the Property during the period of this Agreement.

16. CITIZENSHIP: Seller is a United States citizen. ☒ Yes ☐ No

17. CONFLICT OF INTEREST: Seller(s) understands and agrees that as part of marketing the property, Broker may show potential Buyer(s) properties other than Seller's property and provide those Buyers information on the selling prices in the area. Seller(s) further understands and agrees that Broker may show Seller's property to, and obtain offers from, all prospective Buyers, including Buyers with whom Broker has an agency relationship. If a potential Buyer is represented by Broker, Broker shall automatically be deemed disclosed consensual dual agents. If a particular Buyer is represented by Seller's designated agent, the designated agent shall notify both Seller and Buyer and:

(CHECK ONLY ONE)

- ☒ Designated Agent shall terminate the agency relationship with Buyer as it relates to Seller's property only.
- ☐ Designated Agent shall act as a consensual disclosed dual agent of both Seller(s) and the Buyer(s).
- ☐ Designated Agent shall act as a Transaction Coordinator to facilitate the transaction and not as agent for either Seller(s) or the Buyer(s).

In all cases, Broker shall be entitled to the total compensation provided in this Agreement. Broker shall also be entitled to any compensation negotiated in writing with the Buyer. A Designated Agent will preserve any confidential information obtained during another agency relationship or in a prior or pending transaction or business relationship. Seller agrees that the preservation of this confidential information shall not constitute a breach of any fiduciary duty owed by a Designated Agent to Seller.

18. EQUAL HOUSING OPPORTUNITY STATEMENT: As someone seeking to purchase a home or rent an apartment, you have the right to expect that housing will be available to you without discrimination or other limitations based on race, color, religion, sex, handicap, familial status, or national origin. This includes the right to expect equal professional service, the opportunity to consider a broad range of housing choices, no discriminatory limitations on communities or locations of housing, no discrimination in the financing, appraising, or insuring of housing, reasonable accommodations in rules, practices and procedures for persons with disabilities, and to be free from harassment or intimidation for exercising your fair housing rights.

19. BINDING CONTRACT: This Contract shall be binding upon signing/execution by Seller(s)/Seller(s)' agents and Broker/Broker's agent.

20. USE & OCCUPANCY: Seller(s) agree to provide possession of the property to the Purchaser within 0 days of the date of closing. If Occupancy is needed, Seller requests Broker negotiate - days of occupancy and to offer up to the rate of \$ 0.00 per day beginning on the date of closing.

21. REQUIRED CERTIFICATIONS: If an inspection and certification of the premises is required by local ordinance, State or Federal Law or Purchasers' lending institution, Seller(s) agree to pay for said inspections.

22. CERTIFICATION OF ACCURACY OF DATA: Seller(s) agree to provide Broker and Buyer with all information required by law and hereby certifies to Broker that all such data, specifically including, but not limited to, the principal residence exemption, and all information in connection with liens, mortgages and/or judgments on the above described Property, is to the best of Sellers knowledge correct, and that Broker will rely upon such data as being complete and accurate and Seller(s) warrant and covenant that to the best of Sellers knowledge the above described Property contains no defects or violations of law (except as may be noted in the Seller Disclosure Statement).

23. INDEMNIFICATION BY SELLER(S): Seller(s) agree to indemnify and hold Broker and Broker representatives, agents, sub-agents and cooperating broker harmless for any damages or costs that Broker or Broker representatives, agents, sub-agents and cooperating broker may incur because of Seller's failure to disclose any violations or defects and/or for any dangerous conditions on the Property. Seller(s) shall indemnify and hold Broker and Broker representatives, agents, sub-agents and cooperating broker harmless from any and all liability for any result of injury to persons or damage or loss to property arising out of the showing and/or marketing of the Property pursuant to this Agreement. Seller(s) acknowledges that Broker assumes no responsibility for monitoring or maintaining the above-described property or for any damage that might result from any weather condition, including freezing. Seller(s) acknowledges that Broker has recommended that the Property be professionally winterized by a licensed plumber and that the heat and electricity remain in service.

24. SELLER'S DISCLOSURE STATEMENT: Unless this property is exempt under Section 3 of the Public Act of 1993 (Sellers Disclosure Act), Seller(s) have completed the Sellers Disclosure Statement required by Michigan law and Seller(s) is providing that completed form to Broker simultaneously with signing this Agreement.

25. HOME WARRANTY: Seller shall provide the Buyer with a Home Warranty to be paid by Seller at closing at a cost of \$ 0.00.
26. CONSENT TO ADDITIONAL COMPENSATION: Seller(s) acknowledge notice of the fact that Broker may accept a fee or consideration with regard to the placement of a loan or mortgage or life, fire theft, flood, title or other casualty or hazard insurance or home warranty arising from this transaction and expressly consent thereto as required by the provision of Rules 321 (1) and 321 (2) promulgated under the Michigan Real Estate License Law.
27. SPECIAL ASSESSMENTS: Seller(s) agree to pay, at or before the closing, for any condominium or special assessments for public improvements which have been confirmed by proper authority prior to the date of closing, unless otherwise negotiated as part of the Purchase Agreement, or unless indicated in this Agreement.
28. DESIGNATED AGENCY: Broker hereby designates the following Salesperson(s) as the Sellers Designated Agent(s):
MICHAEL DEFAUW and _____ and _____
 Seller shall only have an agency relationship with Broker, Designated Agent(s) listed above & the following Supervisory Broker: DEAN SINE
 If a potential Buyer is represented by a Designated Agent employed by Broker other than the Designated Agent(s) named above, Broker and all Supervisory Brokers shall automatically be deemed to be Disclosed Consensual Dual Agents. "Dual Agency" as used in this Agreement shall not include the situation where a potential buyer of Seller's property is represented by a designated agent (employed by Broker) that does not have an agency relationship with Seller. If a Designated Agent named above also represents a potential buyer for this Property as a Designated Agent, a Disclosed Consensual Dual Agency shall occur and the parties shall enter into separate written Dual Agency Agreement at that time. Seller(s) acknowledge that when they are being represented by a dual agent their agent will be representing them in a limited fiduciary capacity without the full range of fiduciary duties.
29. RECOMMENDATION FOR COUNSEL: Broker recommends that all parties to this Agreement seek the advice of an attorney, financial planner and/or accountant for professional guidance relative to any and all legal and tax consequences related to selling or leasing the Property.
30. BREACH OF AGREEMENT: Seller and Broker agree that should legal action be required to enforce any term of this Agreement, a party taking that action shall be entitled to recover its actual out of pocket costs and reasonable attorney's fees incurred in pursuing that matter.
31. Other Terms:

ENTIRE AGREEMENT; AMENDMENT OR MODIFICATION; ACKNOWLEDGMENT OF RECEIPT OF COPY: This Listing Agreement constitutes the entire agreement between Seller(s) & Broker and any prior negotiation and agreement, whether oral or written, are not valid unless set forth herein. No modification of this Listing Agreement shall be valid, unless made in writing & signed by both Seller(s) & Broker. Seller(s) acknowledge receipt of a copy of this Agreement signed & dated by all parties.

SIGNATURES OF THE PARTIES

Seller/Owner CITY OF GROSSE POINTE PARK

Telephone _____

Date _____

Seller/Owner _____

Telephone _____

Date _____

Seller's Address _____

 Michael Defauw 10/24/24

Sine & Monaghan
BROKER

18412 MACK AVE GPF 48236

MICHAEL DEFAUW
SALESPERSON (AGENT OF BROKER)

313-820-5428

OFFICE ADDRESS _____

OFFICE TELEPHONE _____



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: CITY OF GROSSE POINTE PARK

Property: 1269 WAYBURN STREET MI GROSSE POINTE PARK 48230

Date: 10/24/2024

This is to give you notice Sine Monaghan, Realtors Real Living has a business relationship with Associates Title Agency, LLC. The principals of Sine Monaghan, Realtors Real Living have an ownership interest of approximately 50% in Associates Title Agency LLC and because of the relationship, this referral may provide Sine Monaghan, Realtors Real Living, and/or its principals, a financial or other benefit.

Set forth below is the estimated charge, or range of charges, for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for the purchase, sale, refinance, or settlement of your transaction on the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

The rates charged by Associates Title Agency, LLC for title insurance underwriters are filed with the State of Michigan and are available upon request. Title insurance premium depends on purchase price. An estimated range of charges is set forth and summarized as follows:

- Title Insurance – Owners Policy: Approximately 1.0% - .24% of the property sales price for property sales prices of \$50,000 - \$4,000,000.
- Title Insurance – Loan Policy: Approximately .56% - .12% of the loan amount of the property being purchased (this range of rates assumes an Owners Policy of equal or greater value is also being issued simultaneously).
- Closing Fee to Purchaser: \$575.00 - \$595.00.
- Closing Fee to Seller: \$200.00 - \$299.00, if applicable.

ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that Sine Monaghan, Realtors Real Living is referring me/us to purchase the above described settlement service and may receive a financial or other benefit as a result of this referral.

By: CITY OF GROSSE POINTE PARK

By: _____

Date _____

Date _____

Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following *duties* to the client:
 - (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
 - (b) The performance of the terms of the service provision agreement.
 - (c) Loyalty to the interest of the client.
 - (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
 - (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent. **A real estate licensee does not act as an attorney, tax advisor, surveyor, appraiser, environmental expert, or structural or mechanical engineer and you should contact professionals on these matters.**
 - (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
 - (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.
- (2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following *services* to his or her client:
 - (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
 - (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
 - (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
 - (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
 - (e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

DUAL AGENTS

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

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

LICENSEE DISCLOSURE (Check one)

I hereby disclose that the agency status of the licensee named below is:

- ☒ Seller's agent
- ☐ Seller's agent – limited service agreement
- ☐ Buyer's agent
- ☐ Buyer's agent – limited service agreement
- ☐ Dual agent
- ☐ Transaction coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- ☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

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

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

Michael DeFauw

10/24/24

Licensee Michael DeFauw

Date

Licensee

Date

ACKNOWLEDGMENT

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

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

Potential Buyer/☒ Seller (circle one) CITY OF GROSSE POINTE PARK

Date

Potential Buyer/ Seller (circle one)

Date

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