

# PURCHASE AGREEMENT

LISTING AGENT: Christie Harkins  
LISTING BROKER:  
Sprint Real Estate Professionals  
AGENT ID: \_\_\_\_\_ OFFICE ID: 426547  
AGENT PHONE: (248) 310-4733

SELLING AGENT: Andrew Jaracz  
SELLING BROKER: Keller Williams Paint Creek  
AGENT ID: 400615 OFFICE  
ID: 408421  
AGENT PHONE: (586) 604-0715

**1. THE UNDERSIGNED** hereby offers and agrees to purchase the following land situated in the City, Township, Village of Shelby Twp, Macomb County, Michigan, legally described as follows:  
L 10 SUNNY SUBDIVISION LOT 10. LIBER 32 PAGE 38

\_\_\_\_\_ commonly known as 7629 W PEARSON, together with all improvements and appurtenances, including lighting fixtures and ceiling/attic fans, attached mirrors or hanged mirrors in bathrooms, fireplace screens and enclosures, gas logs and attachments, central vacuum system and attachments, window treatments, drapery hardware, curtain and traverse rods, all blinds and shades, attached television wall mounts, attached carpeting, built-in cabinetry, built-in kitchen appliances and equipment, storm windows and doors, screens, awnings and shutters, landscaping, in-ground plants, trees, satellite dish and accessories (if owned), garage door opener(s) and transmitter(s), fuel in tanks at time of possession, attached humidifiers, water softeners (rental units excluded), owned alarm systems and cameras, if any, now in or on the premises. Also including the following items: As shown: Dishwasher, Free-Standing Electric Oven, Free-Standing Refrigerator, Microwave, Washer/Dryer Stacked

**Excluded Items:** \_\_\_\_\_  
Any attached items NOT specifically excluded herein shall be considered included in the sale. Seller shall provide bill of sale for all personal property included at closing.

Seller shall provide bill of sale for all personal property included at closing. Exclusions specified in listing contract that are NOT specifically excluded herein shall be included in this sale: \_\_\_\_\_

**PRICE** Purchaser agrees to pay the sum of Two Hundred Forty Thousand Dollars Dollars, \$240,000.00 subject to existing building and use restrictions, easements and zoning ordinances, if any, upon the following terms of sale. **Property must appraise at sales price or higher or Buyer may declare this offer null and void and all earnest money shall be returned to Buyer.**

**THE SALE TO BE CONSUMMATED BY: (Use paragraph  A,  B,  C  D)**

**A. CASH SALE.** Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money to be wired to Buyer's designated closing agent.

**B. CASH SALE WITH NEW MORTGAGE.** Delivery of the usual Warranty Deed conveying marketable title. Payment of purchase money to be wired to Buyer's closing agent. This Agreement is contingent upon Purchaser being able to secure a Conventional mortgage in the amount of \$80.00 % and pay \$20.00 % down plus mortgage costs, pre-paid items, and adjustments in cash. Purchaser agrees to apply for such mortgage within 7 calendar days from acceptance of this offer. Purchaser agrees that in connection with said application to lender, Purchaser will promptly comply with lender's request for all information required to process the loan application. If a firm commitment for such mortgage cannot be obtained within 35 calendar days from date of acceptance, at Seller's or Buyer's written option, this offer can be declared null and void and Buyer's deposit returned forthwith, and Seller authorizes escrow holder to disperse funds to Buyer.

**C. APPLICABLE TO FHA OR VA SALES ONLY:** See attached FHA/VA Addendum.

**D. SALE ON LAND CONTRACT:** See attached Land Contract Sale Addendum.

**2. CLOSING:** To take place on or before October 27th, 2023 at the mutually agreed upon location.

JH / RH  
e885df3 / 96572b  
Seller(s) initial

Ry  
e41d3e8  
Buyer(s) initial

**3. OCCUPANCY** Seller shall deliver occupancy and possession of the property as follows:

A. IMMEDIATELY AFTER CLOSING

B. WITHIN \_\_\_\_\_ DAYS AFTER CLOSING BY 5PM. **Commencing the day after closing to and including the date of vacating,**

Seller shall pay Purchaser \$ \_\_\_\_\_ per day as occupancy charge. **At closing, Seller shall deposit with an escrow agent 1½ times daily fee, times total days for said occupancy charge equaling \$ \_\_\_\_\_** to hold as security. The escrow agent shall pay to the Buyer the amount of the occupancy charge and then reimburse Seller for any unused days. If occupancy by Seller is to extend longer than thirty (30) days, escrow agents shall release to Buyer each (30) days, an amount equal to the said thirty-day occupancy charge. Seller is legally obligated to deliver possession as specified herein. If Seller FAILS to deliver possession as specified herein, Seller shall pay TWICE the daily occupancy fee per day and may be liable for cost of eviction, actual attorney fees, housing expenses, damages and other costs incurred by the Buyer in obtaining possession and collecting any amount due. Escrow agent has no obligation implied or otherwise for seeing that the property is vacated on the date specified or for the condition of the premises, etc. but is only acting as an escrow agent for holding occupancy funds.

AS ADDITIONAL SECURITY, the Seller will deposit with the escrow agent the sum of \$ \_\_\_\_\_ to be held in escrow to ensure that the property is vacated and left in the same condition as of the date of closing. Buyer and Seller, or their representative, agree to a joint walk through at the property on the day occupancy is being turned over to Buyer to determine damages, if any, by 5pm. If Buyer does not respond in writing within 5 days from Sellers vacating with the estimated cost of repairs, the security deposit will be returned to Seller. Should there be repairs requested in writing, Seller must respond within 5 days as to their intention with respect to said repairs or Seller will forfeit the amount claimed for damage. Differences will be arbitrated if applicable. Buyer and Seller agree to give prompt and reasonable access to complete any repairs on subject home during occupancy.

**If tenants occupy the property: (Check one, ONLY if currently a rental property)**

A. Seller will have the tenants vacate the property prior to closing.

B. Buyer will be assigned all landlord rights and security deposit and rents prorated to date of closing with Buyer assuming Landlord rights and obligations after date of closing.

**4. SELLER'S DISCLOSURE** Purchaser (s) Ry / \_\_\_\_\_ HAS \_\_\_\_\_ / \_\_\_\_\_ HAS NOT received and reviewed a Seller's Disclosure Form in accordance with 04421a6 RC 72 Public Acts of 1993.

**5. LEAD-BASED PAINT** Purchaser (s) Ry / \_\_\_\_\_ HAS \_\_\_\_\_ / \_\_\_\_\_ HAS NOT received and reviewed a copy of a Lead Based Paint Disclosure Form, the terms of which are incorporated herein by reference.

**6. PROPERTY TAXES, WATER, OTHER PRORATIONS** All taxes that have or will become due and payable on or before the date of closing, that have become a lien upon the land, whether recorded or not recorded at the date of closing, shall be paid by Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with the due date basis of the municipality or taxing unit in which the property is located on a 365 day basis, as though they are paid in advance. Interest, rents, condominium and/or association dues or fees shall be prorated and adjusted as of the date of closing. Seller hereby agrees to pay for all sewer and water usage through date of possession. Listing Broker shall retain from the amount due Seller at closing, a minimum of \$300.00 for water charges. It is the obligation of Seller to furnish the final water meter reading to escrow holder who shall pay said billing to the proper authority and return the unused portion to Seller. Seller to pay State & County Transfer Taxes.

**7. SPECIAL ASSESSMENTS** Any assessments, recorded or not recorded, which have been confirmed by the proper authority prior to closing shall be paid by Seller at closing. If Seller does have knowledge and/or documents pertaining to the new assessments as stated, they shall provide this information to Buyer. Upon receipt, Buyer shall have three (3) calendar days to review such documents. Buyer shall notify Seller within those three days if they wish to withdraw their offer and declare it null and void, or their willingness to proceed according to the agreed upon terms and conditions, or some other remedy agreed upon by both Seller and Buyer.

**8. HOME WARRANTY:** Buyer acknowledges notice of the availability and cost of a home warranty plan. Buyer(s) would like a Home Warranty Protection Plan  YES  NO. Plan to be purchased through  America's Preferred Home Warranty Company or  Other: \_\_\_\_\_ Paid by:  Seller  Purchaser  Other: \_\_\_\_\_. Home Warranty to be ordered by:  Buyer's Agent,  Seller's Agent. Plan not to exceed \$ \_\_\_\_\_.

**9. AGENCY** By the signatures below Purchaser and Seller hereby acknowledge that the selling broker/sales associate are acting in the capacity of:  Seller's Agent,  Buyer's Agent,  Dual Agent,  Transaction Coordinator

JH / RH  
75fa4b8 / 187ace0  
Seller(s) Initials

Ry / \_\_\_\_\_  
d737ed2  
Buyer(s) Initials



**17. MAINTENANCE OF PROPERTY** PROPERTY Seller is responsible for keeping Property in substantially the same condition as of date of Agreement. Seller is responsible to maintain grounds and keep all systems in working order until Property is vacated and keys are surrendered by Seller except for conditions disclosed in Seller's Disclosure Statement or conditions discovered by Buyer as part of inspections. If Property has been winterized, it shall be the obligation and expense of Seller to de-winterize Property prior to closing. Seller(s) agrees to leave building(s) and property broom-clean and free of all personal property, refuse, debris, building materials, and paint cans.

**18. FINAL WALK THROUGH:** Buyer shall have the right to a walk-through inspection of the premises being purchased **within 48 hours** prior to closing to determine whether terms of the agreement have been met. If Seller is occupying the property after closing another walk-through will be conducted **AT THE HOUSE** at the time of the key exchange with the sellers and buyers or their representatives present. Please make sure **ALL** utilities are still on at the walk-through.

**19. TITLE EVIDENCE AND SURVEY** Seller agrees to furnish Buyer a commitment, and pay all costs, for an expanded or extended policy of Title Insurance without standard exceptions such as an Eagle/Advantage, or policy of similar or equal coverage, prior to closing, and after closing, an Eagle/Advantage Policy of Title Insurance without standard exceptions in the amount of the purchase price, bearing a date later than acceptance hereof and guaranteeing Title in the condition required for performance of this Agreement. The Title commitment shall be marked up at closing through the date of closing and the Owner's Policy to be provided by Seller pursuant to this Agreement that shall include coverage for the "gap" period between the date of closing of this Purchase Agreement and the date of the recording of the deed to purchase. Buyer agrees to obtain and pay for a survey by a registered land surveyor if required. If Buyer does not obtain a survey, the Policy of Title Insurance will be issued with standard survey exceptions and Buyer agrees to hold broker harmless. **Title insurance has been recommended by the real estate broker(s).**

**20. TITLE OBJECTION** Seller will apply for a commitment of title insurance within 7 days after the date of this Agreement. Upon receipt of the commitment, Buyer shall have 7 days to provide Seller with written notice of any objections to the condition of title. If Buyer does not object within this timeframe, Buyer shall be deemed to have waived any objections of the condition of title. Seller will have 30 days after receiving written notice of any objections to the condition of title to remedy the claimed defects. Should Seller be unable to render such title marketable or be unable to secure a commitment insuring title within the 30 calendar day period above or any extensions thereof agreed upon in writing, Buyer shall have the option either to consummate the sale and accept such title as Seller may be able to convey in full satisfaction and accord, or demand in writing and receive all monies deposited hereunder. Upon return of all said money to the Buyer, Buyer and Seller are relieved from further obligations under this Agreement.

**21. LENDERS POLICY OF TITLE INSURANCE** Buyer and Seller acknowledge that Buyer may select a title insurance company of his/her choice to issue only mortgage policy of title insurance relative to the financing of the closing of this Purchase Agreement. By execution of this Purchase Agreement, Buyer and Seller hereby consent to such election notwithstanding the fact that such title insurance company may not be the same as, or underwritten by, the title company issuing the owner's policy of title insurance set forth in paragraph 19 above and further acknowledge that such selection will not reduce, diminish or impair the coverage of the owner's policy of title insurance set forth in paragraph 19 above. Buyer herein selects  
 Paint Creek Title or Title Partners for lender's title services as protected by RESPA Section 9.

**22. RELEASE** Buyer recognizes that Seller has provided Buyer a required Seller's Disclosure Statement. Buyer has been afforded the right to independent inspections of the property and Buyer affirms that property is being purchased "AS IS" and hereby knowingly waives, releases and relinquishes any and all claims or causes of action against KW Somerset, its officers, directors, employees and independent sales associates. Buyer and Seller recognize and agree that brokers and sales associates involved in this transaction are not parties to this Agreement. Broker and sales associates specifically disclaim any responsibility for the condition of the property or for the performance of the Agreement by the parties. KW Somerset assumes no liability for performance of any inspection or statements on Seller's Disclosure form. KY  
(fd9e98d Buyer's Initials)

**23. DEFAULT** In the event of default by the Seller, the Buyer may elect to enforce the terms hereof or demand, and be entitled to, a refund of the entire deposit and pursue all legal remedies available. In the event of default by the Buyer, the Seller may elect to enforce the terms hereof, or declare a forfeiture and be entitled to the deposit as liquidated damages. A Mutual Release of Purchase Agreement or similar cancellation must be signed by all parties, prior to disbursement of earnest money deposits in dispute or to be returned, under the provisions of the Purchase Agreement. Seller and Buyer agree that Listing and Selling Brokers and their salespeople shall not be made parties to any action taken to enforce or terminate this Agreement.

**24. FEES AND CONSIDERATION** Buyer and Seller acknowledge notice of the fact that Broker may accept a fee or consideration with regard to the placement of a loan or mortgage or life, fire, theft, flood, title or other casualty or hazard insurance, or home warranty arising from this transaction and expressly consent thereto as required by Rules 321(1) and 321(2) of the Michigan Real Estate License Law.

JH / RH  
5ede432 / 1f7972c  
Seller(s) Initials

KY  
d3f1f40  
er(s) Initials

**25. FACSIMILE/ ELECTRONIC SIGNATURES AND INITIALS** All parties hereto acknowledge and agree that signatures and initials by electronic signature and facsimile are legally enforceable and binding.

**26. PRINCIPAL RESIDENCE EXEMPTION** Buyer and Seller assume all responsibility and liability for filing of the Property Transfer Affidavit and the Michigan Department of Treasury Homestead Exemption Update Form and agree to hold Broker harmless from and against any liability relative thereto.

**27. ENTIRE AGREEMENT** This Agreement supersedes any and all understandings and agreements and constitutes the entire Agreement between the parties hereto which Agreement shall ensure to the benefit of and bind the parties hereto jointly and severally and their respective heirs, legal representatives, successors, assigns, and third parties claiming under them by the virtue of this Agreement and no oral representations or statements shall be considered a part hereof. All discussions, correspondence, proposals, negotiations and representations prior to the execution of this Agreement shall be considered merged herein and of no further force and effect. Buyer and Seller acknowledge that they are not relying on any other written or verbal representations by each other or by Listing or Selling broker that are not explicitly set forth in this Agreement or attached hereto. Brokers are not acting as appraisers, builders, accountants, environmentalists, inspectors or lawyers. The representations, covenants and warranties herein shall be deemed to survive the closing. No amendment or modification of the Agreement shall be valid or binding unless reduced to writing and executed by the parties hereto, or their assigns. Each party herein shall from time to time execute and deliver such instruments as the other party, or its counsel, may reasonably request to effectuate the intent of this Agreement. Should any term or condition hereof be deemed void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

**28. GOVERNING LAW** The parties hereto expressly agree that the terms and conditions hereof, and subsequent performance hereunder, shall be construed and controlled by the laws of the State of Michigan.

**29. LEGAL CONTRACT** THIS IS A LEGAL DOCUMENT AND ALL PARTIES HERETO ARE ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT TO PROTECT THEIR INTERESTS. THE LISTING AND SELLING BROKERS ARE NOT ATTORNEYS AND HAVE NOT GIVEN LEGAL ADVICE IN REFERENCE TO THIS AGREEMENT. TIME IS OF THE ESSENCE AND SHALL BE CONSIDERED AS PART OF THE CONSIDERATION OF OFFER AND ACCEPTANCE.

**30. EARNEST MONEY DEPOSIT** Buyer is depositing 0 Dollars in the form of check, money order, cashier's check or certified funds, which shall be held by  Keller Williams Somerset or shall be held by  \_\_\_\_\_. An additional sum of \$5,000.00 shall be deposited within 2 calendar days of acceptance by Seller, making the total Earnest Money Deposit \$5,000.00. Total sums deposited will be deemed the Earnest Money Deposit to be held in accordance with the rules and regulations of the Michigan Department of Labor and Economic Growth – Board of Real Estate Broker and Salespersons and applied to the purchase price upon consummation of sale or will be returned to Buyer if offer is declined by Seller. The Earnest Money Deposit shall be dispersed ONLY in accordance with either: (a) the terms hereof; (b) a fully executed mutual release; or (c) until a civil action has determined to whom the deposit must be paid. For personal checks: Purchasers acknowledge that deposit funds are immediately available upon signing of Purchase agreement. In the event of returned Checks the escrow broker will notify all parties and clear responsibility from the earnest money deposit.

**31. ADDITIONAL CONDITIONS**

JH / RH  
43e238e / 663cec8  
Seller(s) Initials

R / Y  
5dfe51e /  
Buyer(s) Initials

**ADDITIONAL DOCUMENTS ATTACHED The following are attached hereto and are made a part hereof (check all which apply)**

- Seller's Disclosure Statement       72 Hour Contingency       Vacant Land Addendum       FHA -VA Addendum
- Lead-Based Paint Disclosure       Dual Agency Agreement       Builder Addendum       Condominium Addendum
- Addendum to Purchase Agreement       Swimming Pool Addendum       Land Contract Addendum       Private Road Addendum
- Well and Septic Addendum       Contingency Sale Addendum       \_\_\_\_\_

**32. EXPIRATION** This offer shall remain irrevocable until withdrawn in writing OR until 05:00 p.m. E.S.T., on (date) 9/22/2023.

**33. ADMINISTRATIVE/COMPLIANCE FEE** Buyer to pay \$495 at closing for the retaining of all records as required by applicable federal and state laws and regulations regarding preparation, storage and retention of all closing related documents, and for all other related administrative closing preparation costs.

**By the execution of this instrument the Buyer acknowledges the receipt of a copy of this Agreement.**

**IN THE PRESENCE OF:**

Andrew Jaracz  
30997ee Agent / Witness

[Signature]  
8ecbb97 Buyer Signature

09-21-2023  
Date

Buyer Signature

**SELLER(S) ACCEPTANCE:** By affixing Seller's signature hereto, the Seller accepts this offer and acknowledges receipt of a copy hereof.

**IN THE ABSENCE OF A LISTING CONTRACT ( Only applies to Unlisted Properties and For Sale By Owner)** A commission of \_\_\_\_\_ of the sale price shall be due and payable at the time set forth in said offer of consummation of this sale **(Not applied to MLS listed properties)**

**SELLERS - FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** – SELLER(S) affirm that they  ARE  ARE NOT Residents of the United States. If Seller(s) are NOT Residents of the United States, then the parties to this Agreement will be bound by the FIRPTA Requirements. JH / RH (SELLER(S) INITIALS REQUIRED)

**IN THE PRESENCE OF:**

Christie Harkins  
5ba5a34 Seller Agent / Witness

JOSHUA HARKINS  
76d0248 Seller Signature

09-22-2023  
Date

Rebecca Harkins  
d6bee75 Seller Signature

JH / RH  
3cd2f7c / 8c51fbc  
Seller(s) Initials

[Signature]  
40feda6 Buyer(s) Initials

**COUNTER OFFER**-In the event Seller makes any written change in any of the terms and conditions of the offer presented by Buyer, such changed terms and conditions shall constitute a counteroffer by Seller to Buyer, which shall remain valid until \_\_\_\_\_ at \_\_\_\_\_, unless earlier withdrawn in writing, and shall require acceptance by the Buyer by initialing each change including date and time.

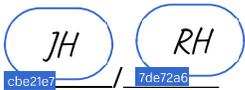
By the execution of this instrument the Buyer acknowledges the receipt of a copy of this Agreement.

\_\_\_\_\_  
Buyer agent / Witness

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer Signature

  
cbe21e7 / 7de72a6  
**Seller(s) Initials**

  
71e0874  
**Buyer(s) Initials**



# WELL AND/OR SEPTIC ADDENDUM



This Addendum is attached to and made a part of a certain Purchase Agreement between the undersigned parties dated September 21st, 2023 covering property commonly known as 7629 W PEARSON, Shelby Twp,  
Michigan 48316

Please be advised that it is mutually understood and agreed between Buyer and Seller that they have been directed to the Seller's Disclosure Statement for information about the well and/or septic system. The condition, as stated in the Seller's Disclosure Statement, makes no warranty or guarantee whatsoever that such systems will continue to function beyond the date of closing. Such disclaimer is necessary as a result of the recognition that well and septic systems are subterraneous and that neither the Seller nor the Broker can project or guarantee the performance of such system. Buyer understands and acknowledges that the well and/or septic system may not meet current Michigan and/or local county codes and standards. All risk of failure from date of closing shall be upon the Buyer.

- YES**, the subject property is located in Macomb, Washtenaw, or Wayne County with Regulations Governing On-Site Sewage Disposal and On-Site Water Supply System Evaluation in effect\*. If YES, complete "BOX A".
- NO**, the subject property is not located in Macomb County\*. If NO, complete "BOX B".

*\*Regulations Governing On-Site Sewage Disposal and On-Site Water Supply System Evaluation and Maintenance in Macomb, Washtenaw and Wayne Counties, Michigan, became effective August 1, 2002. This means that contracts or purchase agreements executed on or after August 1, 2002 shall be subject to these regulations.*

### "BOX A"

1. Seller shall provide, at their expense, an evaluation report, from a county registered evaluator, along with the appropriate county health department written authorization granting the sale or transfer. If said evaluation report and written county authorization granting the sale or transfer is completed it shall be attached hereto and become a part of this purchase agreement. If said county authorization granting the sale or transfer does not expire prior to the date of closing then the Buyer shall have a period of four (4) calendar days from receipt of report to reject or waive the result of any such authorization in writing and deliver it to the Selling Broker. Any such written rejection shall terminate this agreement and entitle Buyer to the return of their earnest money deposit. This provision shall be considered waived and Buyer shall proceed to closing, if a written objection is not received by the Listing Broker within said time period. If said county authorization granting the sale or transfer does expire prior to the date of closing, at Buyer's option, the Buyer shall either declare the purchase agreement null and void or execute an amendment in conjunction with the Seller for the Seller to obtain a new authorization granting the sale or transfer.
  - The county authorization expires \_\_\_\_\_.
  - Yes, county authorization is attached.
  - No, county authorization is not attached.
2. If said evaluation report, from a county registered evaluator, along with the appropriate county health department written authorization granting the sale or transfer is not currently completed, Seller shall provide the same at their expense within 30 calendar days of Seller's acceptance of this offer. If said evaluation report, from a county registered evaluator, along with the appropriate county health department written authorization granting the sale or transfer is not provided to the Buyer within the said time period, then at Buyer's option, the Buyer shall either declare the purchase agreement null and void or execute an amendment in conjunction with the Seller for the Seller to have additional time to obtain said report and approval.
3. If Seller claims an exemption from said county Point of Sale Regulations which the county accepts, then Buyer may at their option elect to obtain their own inspection at their own expense, using paragraph Box B, Paragraph 1.
  - No, the Seller does not claim exemption.
  - Yes, the Seller claims exemption.

If yes, describe exemption: \_\_\_\_\_

OR SEE PAGE 2 FOR BOX B OPTIONS

Notice: 2 page document. Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

JH  
64ad430

RH  
cd1c6ab

**"BOX B" (Choose 1b or 2b)**

1. The (check one) Seller  Buyer  shall provide, at their own expense a well and/or septic report by the county health department or private inspection company within \_\_\_\_\_ days from date of this agreement. Buyer shall have a period of four (4) calendar days from receipt of the report to reject or waive the result of any such authorization in writing and deliver it to the Selling Broker. Any such written rejection shall terminate this agreement and entitle Buyer to the return of their earnest money deposit. This provision shall be considered waived and Buyer shall proceed to closing, if a written objection is not received by the Listing Broker within said time period.

**OR**

2. The Buyer waives any inspections of the well and/or septic system and understand that they are accepting the well and/or septic system in an "as is" condition. Buyer further holds Seller, Listing Broker, its agents, staff, and cooperating Broker harmless from any well and/or septic system at a future date.

**ADDITIONAL CONDITIONS:**

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

09-22-2023

\_\_\_\_\_  
Date

*Christie Harkins*

df21604

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

*JOSHUA HARKINS*

cdeb72

\_\_\_\_\_  
Seller

*Rebecca Harkins*

eb8a9c2

\_\_\_\_\_  
Seller

**DISCLAIMER:** This form is provided as a service of the Greater Metropolitan Association of REALTORS® to its members. Those who use this form are expected to review both the form and the details of the particular transaction to ensure that each action of this form is appropriate for the transaction. The Greater Metropolitan Association of REALTORS® is not responsible for the use or misuse of this form, for misrepresentation, or warranties made in connection with this form.

# Seller's Disclosure Statement

Property Address: 7629 PEARSON  
Street

SHELBY TOWNSHIP  
City, Village or Township

MICHIGAN 48316

**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 substitution 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.)

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

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: Water has been visible in crawl but necessary actions have been taken to remediate issue.
2. **Insulation:** Describe, if known: Vapor barrier on floor and foam on walls has been installed with transferable warranty  
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? yes  no   
If yes, date of last report/results: \_\_\_\_\_

BUYER'S INITIALS RY  
SELLER'S INITIALS JH RH  
791009  
1547567 a10cc4c

Seller's Disclosure Statement

Property Address: 7629 PEARSON Street SHELBY TOWNSHIP City, Village or Township MI

- 5. Septic tanks/drain fields: Condition, if known: In good working order. Was cleaned and certified 6/29/23
6. Heating system: Type/approximate age: Natural gas/15 yrs
7. Plumbing system: Type: copper galvanized other
8. Electrical system: Any known problems? None
9. History of Infestation, if any: (termites, carpenter ants, etc.) None
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.

If yes, please explain:

- 11. Flood Insurance: Do you have flood insurance on the property?
12. Mineral Rights: Do you own the mineral rights?

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

- 1. Features of 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?
2. Any encroachments, easements, zoning violations or nonconforming uses?
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?
4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors?
5. Settling, flooding, drainage, structural, or grading problems?
6. Major damage to the property from fire, wind, floods, or landslides?
7. Any underground storage tanks?
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.?
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge?
10. Any outstanding municipal assessments or fees?
11. Any pending litigation that could affect the property or the Seller's right to convey the property?

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: Some grading issues in the front of the house that were fixed by re-grading and adding downspout drains away from the house.

The Seller has lived in the residence on the property from September 27th, 2017 (date) to Present (date).
The Seller has owned the property since September 27th, 2017 (date).

The Seller has indicated above the conditions 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 MORE FULLY 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, 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 Joshua Harkins Date: August 8th, 2023
Seller Rebecca Harkins Date: August 8th, 2023

Buyer has read and acknowledges receipt of this statement.

Buyer Date: 09-21-2023 Time
Buyer Date: Time

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 form for misrepresentation or for warranties made in connection with the form.



# Lead-Based Paint and Lead-Based Paint Hazards Disclosure



## 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 may 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 from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

This disclosure is in regard to a residential dwelling commonly known as 7629 PEARSON  
SHELBY TOWNSHIP MI 48316  
(CITY) (STATE) (ZIP)

### Seller's Disclosure (initial all paragraphs which apply)

Seller represents that the housing on the above described property was constructed after 12/31/1977 and thereby is exempt under 42 U.S.C. 4582(d) (the lead paint disclosure regulations)

 JH RH  
a0e1f7 c7602da

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

 JH RH  
218ea5e 4fbce1e

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

Known lead-based paint and/or lead-based paint hazards are present in the housing. (explain)

Seller has the following records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing which seller shall provide to purchaser upon receipt of an acceptable "Buy & Sell Agreement". (list documents below)

### Seller's Agent's Acknowledgement (initial)

 CH  
b4d0f83

Agent has informed the seller of the seller's obligations under 42 U.S.C. 4582 (d) and is aware of his/her responsibility to ensure compliance.

### Purchaser's Acknowledgement (initial all paragraphs which apply)

 Ry  
a3fd297

Purchaser has received copies of all information listed above, if any.

 Ry  
779c74e

Purchaser has received the pamphlet "**Protect Your Family from Lead in Your Home**".

**Purchaser has** (initial only one below)

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards;

 Ry  
817231e

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

### Certification of Accuracy

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

_____	_____	<u>JOSHUA HARKINS</u>	<u>08-10-2023</u>
Purchaser	Date	Seller	Date
_____	_____	<u>Rebecca Harkins</u>	<u>08-10-2023</u>
Purchaser	Date	Seller	Date
_____	_____	<u>Christie Harkins</u>	<u>08-10-2023</u>
Selling Sales Person	Date	Seller's Agent	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.

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

\_\_\_\_\_  
Licensee **Selling Agent** Andrew Jaracz  
\_\_\_\_\_  
Licensee

Andrew Jaracz  
8753487

September 21st, 2023  
Date  
\_\_\_\_\_  
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) Ryan York

Ryan York  
3026215

September 21st, 2023  
Date  
\_\_\_\_\_  
Date

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