

**HASTINGS LOCAL DEVELOPMENT FINANCE AUTHORITY
BROWNFIELD REDEVELOPMENT AUTHORITY**
March 23, 2023 Communication

To: LDFA/BRA Members and Staff

From: Dan King – Community Development Director

Date: **March 20, 2023**

Subject: **Information regarding the March 23, 2023 regular meeting**

Meeting will be held in the Council Chambers Second Floor of City Hall

Staff is recommending the LDFA review and consider milling and resurfacing Enterprise Drive for an estimated cost of \$140,000. There is more than adequate fund balance for this project to be completed in the current fiscal year ending on June 30, 2023. If the project cannot be scheduled to completed by June 30, 2023, we would recommend this be added to the Fiscal year 2023/2024 budget.

We have included both the listing agreement with Miller Real Estate on the parcel located at 1500 Star School Road as well as the agreement with Wightman for a survey on said parcel.

We look forward to seeing you all at the meeting this coming Thursday morning.

Respectfully,

Dan King

HASTINGS LOCAL DEVELOPMENT FINANCE AUTHORITY AND BROWNFIELD REDEVELOPMENT AUTHORITY

AGENDA

Meeting Thursday March 23, 2023

MEETING AT CITY HALL

1. Call to Order/Roll Call. (Meeting starts at 8:00 a.m.)
2. Pledge to the Flag
3. Approval / Additions / Deletions to Agenda
4. Receive Notes: January 26, 2023, Meeting
5. Public Hearing: None
6. Receive Financial Statements:
7. Old Business: None
8. New Business:
 - A. Review and Discuss Expenditure for Enterprise Drive Milling and Resurfacing Project
 - B. 1500 Star School Road Survey Information and Listing Agreement
9. Public Comments and Communications Concerning Items Not on Agenda
10. LDFA/BRA Board comments
11. Adjourn

* Denotes Attachment

Local Development Finance Authority (LDFA)
Notes
January 26, 2023

Due to a lack of a quorum, the meeting was not called to order

1. Roll Call - Observational

Present: Cowan, Neil, Schneiderhan, Tossava

Absent: Davis, Hatfield, Krueger

Others Present: King, Moyer-Cale, Ponsetto

2. Pledge of Allegiance

3. Approval of the Agenda

Lack of quorum

4. Approval of Minutes

Lack of quorum

5. Public Hearing- None

6. Receive Financial Statements –

King said the updated financial statements were included in the board packet and there was no action to report

7. Old Business-

A. Lofts @ 128-

King said that all market rate apartments at Lofts are currently leased; King also answered questions about the Tyden Lofts, an attainable housing development, which is being planned for the corner of W. State and S. Park St.

B. LDFA Development Plan -

King gave an overview of the Development Plan and board members discussed some of the elements

8. New Business-

A. RFP for 1500 Star School Road Parcel-

King said that as a result of a request at the October meeting, staff has created an RFP for real estate agent/broker services for the parcel at 1500 Star School Rd.

9. Public Comments and Communications Concerning Items Not on Agenda-
None

11. Adjournment-

No quorum

Prepared by Sandy Ponsetto, City of Hastings

LDFA Budget 2022/2023					
				7-1-22 - 02-28-23	
Revenue		Budget	Previous Periods	Current Period	YTD
250-100-404-000	Tax Capture	\$27,500.00	\$17,635.97		\$17,635.97
250-100-654-000	Electricity Use Fee	\$150.00			\$0.00
250-100-573-000	LCSA Share	\$12,000.00	\$39,363.15		\$39,363.15
250-100-667-000	Rentals	\$7,000.00	\$3,150.00	\$120.00	\$3,270.00
250-100-665-000	Investment/Interest	\$50.00	\$3,400.14		\$3,400.14
250-100-693-000	Sale of Capital Assets	\$0.00			\$0.00
Total Revenues		\$46,700.00	\$63,549.26	\$120.00	\$63,669.26
Expenditures					
250-728-751-000	Supplies	\$100.00			\$0.00
250-728-803-000	Administrative Services	\$3,000.00			\$0.00
250-728-806-000	Legal Services	\$2,000.00			\$0.00
250-728-807-000	Contractual Services	\$0.00			\$0.00
250-728-867-000	Title Fees/Insurance	\$1,500.00			\$0.00
250.728.869.000	Survey Services	\$2,000.00			\$0.00
250-728-879-020	Website	\$250.00			\$0.00
250-728-900-000	Printing and Publishing	\$0.00	\$16.50		\$16.50
250-728-915-000	Memberships	\$0.00			\$0.00
250-728-920-000	Electric	\$700.00	\$307.19		\$307.19
250-728-929-000	Grounds Repair/Maintenance	\$1,000.00			\$0.00
250-728-955-000	Promotions/Marketing	\$0.00			\$0.00
Total Charges and Services		\$10,550.00	\$323.69	\$0.00	\$323.69
Capital Outlay					
250-728-971-000	Land				\$0.00
Total Exp. & Cap Outlay		\$10,550.00	\$323.69	\$0.00	\$323.69
Net Increase (Decrease)		36,150.00			63,345.57

Hello Dan

Thank you for contacting our office regarding surveying services, for the City of Hastings – a parcel in the Township of Hastings (Tax ID: 55-265-050-01, Address: 1500 Star School Road, Hastings, MI). We look forward to working together with you on this project and appreciate this opportunity to be of service to you. Please accept this email as a **Proposal for Surveying Services 023-045** on the subject parcel.

Wightman has delivered first-class Architecture, Interior design, Environmental, Engineering and Survey solutions to a diverse collection of clients since 1946. Diverse professional backgrounds, varied project exposure, broad experience and continuing education ensures that we have the tools to craft the right team for each unique client. Outstanding client service is our culture. Becoming trusted advisors and true partners guides our actions.

We understand that you would like a boundary survey for this parcel. Due to a recent change in the law regarding surveys, permanent corners cannot be established without the recording of a survey drawing with the county Register of Deeds. With this in mind, we propose the following surveying services:

Permanent Monumentation and Certificate of Survey:

- Research parcel and property information.
- Computations and field work to locate and establish all parcel corners with the setting of **permanent** markers, and wood lath at each corner.
- **A certified drawing will be provided**, and permanent corners established (survey iron w/ cap) for this survey. It would show results of the survey (what was found / set, parcel dimensions and acreage, etc.) In addition, it would locate / document any observed possible encroachments to the parcel line(s). A Certificate of Survey is evidence that a survey was completed at this time with permanent monumentation set, and useful for showing neighbors, future buyers, future boundary retracements by surveyors and will be recorded at the county Register of Deeds.

We propose to complete the above scope for a **fixed fee of \$2,475.00**

Should additional services be desired, Wightman can provide these for an additional amount based on our standard hourly rates (see Standard Terms & Conditions) or as provided in a new proposal.

If this proposal meets your approval, please reply to this email with an authorization for us to begin work (provided amount authorized)

and

Provide the address for the invoice and original survey drawing to be sent (if applicable). This proposal is valid for sixty (60) days.

Thank you for your consideration in reviewing this proposal. Feel free to contact me at any time should you have any questions.

Suzanne Western

OFFICE 269.264.4092
1670 LINCOLN ROAD, ALLEGAN, MI 49010
GOWIGHTMAN.COM



WEST MICHIGAN REGIONAL VACANT LAND LISTING AGREEMENT

Any reference to "days" in this Agreement refers to calendar days and any reference to "time" refers to local time.



1. **CONSIDERATION AND TERMS OF CONTRACT.** Seller understands that consummation of the sale or transfer of the property described in this Agreement will not relieve the Seller of any liability that Seller may have under the mortgages to which the property is subject, unless otherwise agreed to by the lender or required by law or regulation.

In consideration of Broker's agreement to list the real property described below in the Multiple Listing Service (hereinafter "MLS") and to pay the fee therefore and to cause the listing information to be distributed to the participating members in the MLS and in further consideration of Broker's agreement to use Broker's best efforts to find a Buyer, Seller grants, Miller Real Estate
 Broker, from 02/16/2023 (date) to 11:59 p.m. on 02/16/2024 (date) the exclusive
 irrevocable right and privilege to sell the property located in the ☒ City ☐ Township ☐ Village of Hastings,
Barry County, Michigan, commonly known as

1500 Star School Road

Hastings

MI

49058

Street Address

City

State

Zip Code

with the following legal or tax description:

LONG LEGAL SEE ATTACHED TAX LEGAL

PP# 08.55.265.050.01

Approximate lot dimensions of: IRREGULAR

totaling approximately 14.42 acres. Approximate road frontage: 660

Is there a survey? ☐ Yes ☐ No. If the Property is on a lake or stream, approximate amount of water frontage: _____.

Crops now ☐ Planted or ☐ Stored on the Property are reserved to ☐ Seller ☐ Buyer ☐ Third Party. Any Leases attached to the Property? ☐ Yes ☒ No ☐ Unknown. Is the Property currently enrolled in PA 116 or other government programs? ☐ Yes ☒ No ☐ Unknown.

Seller agrees to sell (if applicable, subject to any existing leases): oil, gas and mineral rights, trees, shrubbery, fencing, growing crops, plantings and all improvements.

Broker shall submit this listing to the MLS within the time period required by the MLS unless Seller and Broker have agreed to delay the submission of this listing to the MLS, in which case the Property shall not be marketed in any other forum and showings shall not be permitted prior to the date on which the listing is submitted to the MLS. In order for Broker to delay the submission of this listing to the MLS, Seller and Broker must complete and sign the Addendum entitled "Delay of Submission of Listing."

2. **AGENCY REPRESENTATION.** Seller acknowledges reading and signing the *Disclosure Regarding Real Estate Agency Relationships*. Seller understands that any licensee who shows the Property may not be acting as Seller's agent; therefore, Seller understands that Seller should not disclose confidential information to any licensee that Seller would not disclose to a Buyer.

3. **DESIGNATED AGENCY.**

☐ Broker is a Designated Agency office. Seller appoints _____ as the Seller's designated agent. For the purpose of this Agreement, Seller shall have an agency relationship with the listing brokerage, the designated agent(s) named above, and the following supervisory Broker(s): _____. Seller acknowledges and agrees that Broker may add, change or substitute the designated agent(s) or supervisory broker(s). Any such change shall be in writing.

☒ Broker is not a Designated Agency office.

4. **LAND DIVISION.** If the Property is not part of a plat or condominium, Seller agrees to comply with the terms of the Michigan Land Division Act.

☒ The Property is a parent parcel that has not been divided since March 31, 1997. Seller will convey the right to make ALL (insert number or "all") land divisions to Buyer at closing.

☐ The Property will be divided from a larger parcel. Seller agrees to apply for land division approval with the local assessor in compliance with any zoning ordinances and the Land Division Act. Seller will convey _____ (insert number) land divisions to Buyer at closing.

☐ The Property is a prior division from a larger parcel. Seller will convey _____ (insert number) land divisions to Buyer at closing.

☐ Unknown

Broker makes no representations regarding the applicability of the Land Division Act to Seller's Property or the number of divisions that are available to be conveyed to a Buyer, if any. Seller is advised to contact an attorney regarding Seller's responsibilities under the Land Division Act.

5. **FIXTURES & IMPROVEMENTS.** All improvements and appurtenances are included in the purchase price, if now in or on the Property, but does not include: _____

6. **SALE PRICE.** Seller agrees to sell the Property for the sum of \$ 99,900 U.S. Dollars or, with Seller's consent, for a lesser sum or other terms, WHICH PRICE INCLUDES SELLER'S OBLIGATION TO PAY OUTSTANDING BALANCES ON ALL LIENS, ENCUMBRANCES, TAXES, ASSESSMENTS, IMPROVEMENTS AND APPURTENANCES. The term "sale" shall be deemed to include any exchange or trade to which Seller consents.

7. **TERMS.** Seller agrees to the terms of purchase as indicated by "X" below, or with Seller's consent for other terms (check all that apply):

☒ CASH

☒ NEW MORTGAGE: ☒ Conventional ☐ Other _____

☐ SELLER FINANCING: ☐ Land Contract ☐ Purchase Money Mortgage

Down Payment \$ _____; Interest Rate _____ % per annum;

Monthly Payment \$ _____; Early payoff (if any) _____ years after close.

☐ EQUITY OUT: ☐ Formal Land Contract Assignment OR ☐ Formal Mortgage Assumption

8. **BROKERAGE FEE.** Seller agrees to pay Broker (check one): ☐ a fixed fee of \$ _____ OR ☒ a fee of 6 % of the sales price (minimum \$ _____), or gross aggregate lease amount, due and payable if:

- the Property is sold, leased, or traded by Broker or by Seller or anyone else during the listing period (including sales pursuant to options granted or contracts executed during the listing period);
- a prospective Buyer ready, willing, and able to purchase the Property on the terms specified or other terms acceptable to Seller is produced by Broker or any licensee or person during the listing period;
- or the Property is sold or leased within 6 months after expiration of the listing period (including sales or leases pursuant to options granted or contracts executed within that period following expiration) to a buyer or tenant who had been shown the Property during the listing period by Broker or Seller, or any other individual licensed for real estate sales activities under the Michigan Occupational Code (hereafter "licensee") or person, except that this provision shall not apply if the Property is sold or leased pursuant to a valid listing agreement entered into with another broker subsequent to the expiration of the listing period of this agreement.

In the event Seller grants an option to purchase the Property during the listing period and that option is not exercised, the listing period shall be automatically extended after the expiration of the option for a period of time equal to the unexpired portion of the listing period existing at the time the option was granted. The brokerage fee shall be paid promptly after it is earned and in no event later than the closing of the sale of the Property. In the event of litigation involving the brokerage fee relating to this agreement and if the Broker is the prevailing party, the Seller shall reimburse the Broker for reasonable attorneys' fees and expenses incurred in connection with any such litigation. Additional Provisions:

9. **PARTICIPATION IN MLS.** Seller agrees that the brokerage fee may be shared by Broker with any cooperating broker who participates in the sale per the following compensation schedule:

Subagent (of the Seller) 0.0 % of the sale price; Buyer's Agent 3.0 % of the sale price; Transaction Coordinator 0.0 % of the sale price.

Participation in the MLS requires cooperation with at least one type of agency relationship as listed above.

Exceptions: _____

10. **POSSIBILITY OF DUAL AGENCY.** If Broker acts as a dual agent, Seller consents to this dual agency and agrees that under such circumstances, the following provisions shall govern Broker's actions:

- Broker will not knowingly say anything or do anything which might place one party at a disadvantage, such as disclose personal confidences;
- Broker shall assume a role as an intermediary, facilitator, and/or mediator to assist Buyer and Seller; and
- Broker shall not disclose to Buyer that Seller might accept a price other than the listing price; nor shall Broker disclose to Seller that Buyer might be willing to pay a higher price.

11. **LICENSEES NOT REPRESENTING SELLER.** Seller understands that any licensee who shows the Property may not be acting as Seller's agent; therefore, Seller understands that Seller should not disclose confidential information to any licensee that Seller would not disclose to a Buyer. Seller acknowledges reading and signing the *Disclosure Regarding Real Estate Agency Relationships*.

12. **INQUIRIES.** Seller will refer to Broker all inquiries about the Property received during the listing period.

13. **TITLE.** In the event of sale, Seller will convey, or agree in writing to convey by warranty deed, marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. A **Standard/Basic** ALTA Homeowner's Policy of Title Insurance in the amount of the purchase price shall be ordered by Seller and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report.

14. **POSSESSION & OCCUPANCY.** Possession to be delivered to Buyer upon the completion of the closing of the sale. Seller shall request the privilege to occupy the Property:
☒ until completion of the closing of the sale.
☐ until and including the _____ day after the completion of the closing of the sale, unless otherwise agreed in an executed purchase agreement. Seller may be asked by a Buyer to pay a fee for Seller's occupancy past the completion of the closing of the sale.
 Occupancy subject to rights of present tenants, if any.
15. **MARKETING.** Broker is authorized to market Property through any media, and to record and/or display interior and/or exterior images. Seller consents to the placement of video and/or still images of Property on the Internet and other forms of media. Seller acknowledges that Broker has limited control over third-party marketing of Property. Broker is also authorized to place a "For Sale" sign on Property and to remove all other "For Sale" signs, if any. Broker is authorized to have access to Property and all parts thereof for the purposes of showing same at reasonable hours.
 Broker ☐ is ☒ is not authorized to use a(n) ☐ electronic ☐ key ☐ combination key box on the Property.
16. **AUTHORIZATION TO ORDER SERVICES.** If Seller requests Broker to procure any services on behalf of Seller, then Seller agrees that Broker will make those contacts solely for Seller's convenience, and Seller agrees to be responsible to select the service provider(s), retain and pay the provider(s), and review the results of the services and documents that result from those contacts. Broker shall not have any liability to Seller for making any referral for any service provider(s).
17. **SUBMISSION OF OFFERS.** Seller agrees that all offers and counter offers ☒ shall ☐ shall not continue to be submitted until closing. Seller further agrees that this shall not obligate Broker to continue to market the Property after an offer has been accepted by Seller.
18. **NON-DISCRIMINATION.** The parties acknowledge that discrimination on the part of a Real Estate Broker, Real Estate Licensee, Seller or Lessor because of any protected class or group is prohibited by National, State, and local laws. Seller is advised that the receipt and consideration of information contained in a letter from the Buyer accompanying an offer to purchase may result in a violation of Federal or State Fair Housing Laws. Seller directs the Broker that a letter from the Buyer ☐ WILL or ☒ WILL NOT be presented with any offer to purchase.
19. **MODIFICATIONS.** This contract can be modified or amended only if Broker and Seller agree in writing.
20. **DISCLOSURE OF INFORMATION.** Sellers acknowledge and agree that the price, terms, and other details with respect to the (closed) sale of this Property are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.
 Optional (check if applicable): ☒ As the Seller, I request that "Agent for Owner" appear in the owner's name field on the MLS.
21. **INDEMNIFICATION.** Seller shall indemnify and defend Broker, Broker's licensees, subagents, and other cooperating Brokers and licensees, against and hold them harmless from any claim, suit, liability, damage or expense arising out of any showing of the Property and based, in whole or in part, on the condition of the Property and/or the improvements thereon, but excluding claims based on the intentional or negligent acts or omissions of the Broker, Broker's licensees, subagents, and other cooperating Brokers and licensees.
22. **CONSENT TO FEES.** Seller acknowledges that Broker may be offered placement fees, finder's fees, or other consideration from service providers who become involved in the sale of the Property. Seller grants Broker permission to receive such fees and/or consideration. It is acknowledged that such fees or considerations may require compliance with RESPA (Real Estate Settlement Procedures Act).
23. **BROKER'S REMEDIES.** In the event Seller terminates this Agreement before the Expiration Date, Seller agrees to reimburse Broker for any expenses incurred in connection with Property, including, but not limited to, advertising costs, title commitment fees, attorney fees, surveys authorized by Seller, or any other expenses incurred by Broker regarding Property. Broker will provide a list of all such expenses to Seller within five (5) days after Seller provides written notification of termination. Seller shall pay Broker's expenses within ten (10) days after Seller's receipt of Broker's itemized list of expenses. The foregoing shall neither limit, nor constitute a waiver, of any right or remedy of Broker under this Agreement or applicable law and shall be in addition to any claims or damages to which Broker may be entitled, including, but not limited to, a claim for a brokerage fee under this Agreement.
24. **CITIZENSHIP.** Seller is a United States Citizen: (please check one) ☒ Yes ☐ No. If Seller is not a U.S. Citizen, there may be tax implications and Seller is advised to seek professional advice.
25. **FAX/ELECTRONIC SIGNATURES AND DISTRIBUTION.** The parties authorize the use of email for the delivery of documents and written notices. The parties agree that any signed copy of this Agreement, and any amendments, addendums, or other documents related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. The parties further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. The parties agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.

26. **WIRE FRAUD:** Seller is advised that wire fraud is an increasingly common problem. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.

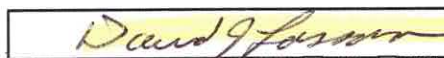
27. **OTHER CONDITIONS**

28. **ACKNOWLEDGMENT.** This contract, which binds Broker, Seller, and their respective successors, estate(s), and heirs, contains all of the terms and conditions of the agreement between the parties with respect to its subject matter, and there are no representations, warranties, conditions, or promises except those expressly set forth in this contract. The undersigned Seller(s) represents and warrants that Seller(s) has full power and authority to enter into and perform this contract including the conveyance of title as specified above. Seller acknowledges receipt of a copy of this contract.

Listed by _____
Licensee

Agent for **Miller Real Estate**
Broker

Seller  L.S.
Type of Ownership: ☐ Sole ☐ Joint

Seller  L.S.
Type of Ownership: ☐ Sole ☐ Joint

Print name(s) as you want it to appear on documents.

Seller's address, if different from Property: _____

Seller's Primary Phone: _____ Seller's Secondary Phone: _____

Seller's E-mail Address: _____

**WEST MICHIGAN REGIONAL
SELLER'S DISCLOSURE STATEMENT
FOR VACANT LAND ONLY (FOR OPTIONAL USE)**

Note: This Disclosure Statement is for vacant land only and is not mandated by Michigan law. Sellers of **residential** property must use the form required under the Seller Disclosure Act, MCL 565.951; MSA 26.1286(51).

PROPERTY DESCRIPTION: Located at: 1500 Star School Road
(Street Address)

In the ☐ CITY ☐ VILLAGE ☐ TWP of Hastings, Barry
(Check One) (City/Village/Twp Name) (County Name)

Michigan, and legally described as: LONG LEGAL SEE ATTACHED TAX LEGAL

("The Property")

Permanent Parcel #: 08.55.265.050.01

DISCLAIMER: This disclosure statement contains information concerning the Property based on Seller's actual, personal knowledge. **THIS STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY AGENT REPRESENTING THE SELLER IN THE TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS 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 hereby specifically makes the following representations based on the Seller's actual, personal knowledge at the time of signing this document. The Seller authorizes its agent to provide a copy of this statement to any prospective buyer in connection with the Property. The following representations are made solely by the Seller and are not the representations of the Seller's agent.

INSTRUCTIONS TO THE SELLER: (1) complete this form yourself; (2) fill in all blanks; (3) report known conditions affecting the Property; (4) if some items do not apply to your Property, write N/A (not applicable) next to the question; (5) if you don't know the answer to a particular question, check unknown; and (6) attach additional pages with your signature if additional space is required.

1.	Has the Property been surveyed?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> UNKNOWN
	If yes, is a copy available?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> UNKNOWN
	If yes, date of survey: _____			
2.	Is Seller aware of any prior property divisions or splits involving this Property since March 31, 1997?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> UNKNOWN
3.	Is Seller aware of any encroachments, easements, zoning violations or non-conforming structures or uses?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> UNKNOWN
4.	Is the Property subject to any leases?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> UNKNOWN
5.	Do you own the oil, gas and other mineral rights?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> UNKNOWN
	If yes, have the rights been leased?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> UNKNOWN
6.	Is Seller aware of any previous or existing flooding, drainage or grading problems?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> UNKNOWN

Buyer' Initials

003



Seller's Initials

7.	Has the Property ever had an on-site evaluation for a sanitary sewer system?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> UNKNOWN
8.	Is Seller aware of any underground storage tanks, either presently on the Property or which have been previously removed from the Property?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> UNKNOWN
9.	Is Seller aware of any ground water contamination?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> UNKNOWN
10.	Is Seller aware of any other environmental contamination on the Property?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> UNKNOWN
11.	Has Seller received notice of any environmental regulation or environmental condition (such as a wetland determination) which would prohibit or restrict use of the Property?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> UNKNOWN

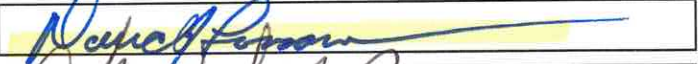

If the answer to any of the above questions is yes, or if there is any other material information that the Buyer should be aware of, please explain: _____

Seller certifies that the information contained in this statement is true and correct to the best of the Seller's actual, personal 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.

The Seller has owned the property since _____ (date) and makes representation only since that date. If prior to closing, Seller becomes aware that any of the information contained in this disclosure form is incorrect, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker or the Broker's Agent liable for any representations not directly made by the Broker or Broker's Agent.

SELLER(S):

	Date: <u>Feb - 15 - 2023</u>
	Date: <u>Christopher R. Bauer</u> <u>2/15/2023</u>

BUYER HAS READ AND ACKNOWLEDGES RECEIPT OF THIS STATEMENT.

BUYER(S)

<div style="border: 1px solid black; height: 20px; width: 440px;"></div>	Date: _____
<div style="border: 1px solid black; height: 20px; width: 440px;"></div>	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. 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.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following **duties** to the client:
- a. The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
 - b. The performance of the terms of the service provision agreement.
 - c. Loyalty to the interest of the client.
 - d. Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
 - e. Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent.
 - f. An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
 - g. Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.
- (2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following **services** to his or her client:
- a. When the real estate broker or real estate salesperson is representing a seller or lessor, the 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.

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 and who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual 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 COORDINATORS

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.

REAL ESTATE LICENSEE DISCLOSURE – THIS IS NOT A CONTRACT FOR AGENCY SERVICES

I hereby disclose that the agency status I/we have with the buyer and/or seller below is (choose one):

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

AFFILIATED LICENSEE DISCLOSURE (Check one)

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

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

<i>Justin Pack</i>	dotloop verified 03/14/23 10:48 AM EST BVF2-8QWJCEX-98FP	
Licensee	Date	Licensee

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 a ☐ Buyer ☐ Seller.

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

<i>Justin Pack</i>	2/15/2023	<i>David Turner</i>	Feb-15-2023
Potential <input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller (check one)	Date	Potential <input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller (check one)	Date

Affiliated Business Arrangement Disclosure Statement

TO: City of Hastings

PROPERTY: 1500 Star School Road

FROM: Miller Real Estate

DATE: 02/14/2023

This is to give you notice that an owner of Miller Real Estate has a business relationship with Bell Title of Hastings and DML Title Works. Due to this relationship, this referral may provide DML Title Works and/or that owner of Miller Real Estate a financial or other benefit.

Set forth on the back is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed provider as a condition for settlement of your loan on or purchase, sale, or refinance of 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 RATES FOR THESE SERVICES.

NOTE: These rates are filed with the State of Michigan. Credits may be available for reissue of Title Insurance of simultaneous issue of mortgage policies as of 04/01/2020 subject to change.

ACKNOWLEDGEMENT:

I/We have read this disclosure form and understand that Miller Real Estate is referring me/us to purchase the above-described settlement services and may receive a financial or other benefit as the result of this referral.

Justin Peck

dotloop verified
02/14/23 10:47 AM EST
CAMR-34UJ-XGCE-HU7P

AGENT SIGNATURE

Christopher J. Sweet

CLIENT SIGNATURE

David Roman

CLIENT SIGNATURE