



# PURCHASE AGREEMENT



**THIS IS A LEGALLY BINDING CONTRACT,  
IT IS RECOMMENDED TO SEEK LEGAL COUNSEL**

Offer Date: 5-2-2022

Listing Office: Remax Prime Properties  
Listing Agent: Jonathan Mydock  
License # 6501402347  
Phone: (231) 360-4017  
Email: jmydock@remax.net

Selling Office Knockout Real Estate  
Selling Agent: Andrew J Keller  
License # 6501404870  
Phone: 810-444-2963  
Email: Andrew@koagents.com

## AGENCY

The Buyer is in receipt of the Agency Disclosure Form and acknowledges that the selling office named above has the following agency relationship as marked below:

Seller's Agent  Buyer's Agent  Other: \_\_\_\_\_

## OFFER

1. **Buyers Name:** Great Lakes Region Disposal, LLC Marital Status: \_\_\_\_\_  
agrees to buy from Seller the Property located at 6401 W. Vienna Rd., Clio, MI 48420  
(property street address)  
in the CITY/VILLAGE/TWP., of Vienna Twp., Genesee County,  
(CIRCLE ONE) (CITY/VILLAGE/TOWNSHIP NAME) (COUNTY NAME)  
Michigan, and legally described as: E 1/2 OF E 1/2 OF E 1/2 OF NW 1/4 OF NW 1/4 SEC 19 T9N R6E (99) 5 A FR 18-19-100-025 & 026  
("the Property") /or TAX ID# 1819100044

2. **SALES PRICE:** The sales price is Two Hundred Ten Thousand Dollars  
(\$ 210,000 ) U.S. Funds.

3. **METHOD OF PAYMENT:** All monies must be paid in US funds by certified check, cashier's check or money order. The sale will be completed by the method indicated below upon Seller's delivery of a warranty deed or an acceptable recordable deed conveying marketable title.

Closing Costs: Unless otherwise provided in this Agreement, it is agreed that Seller shall pay all State transfer taxes and costs required to convey clear title. Unless otherwise provided in this Agreement, Buyer shall pay the cost of recording the deed and/or security interests and all mortgage closing costs required by mortgagee.

A  **CASH.** Buyer will pay the sales price by certified check, cashier's check or money order. Funds to be verified on or before \_\_\_\_\_. Closing fee to be paid by Buyer  Seller .

B  **NEW MORTGAGE.** This Agreement is contingent on Buyer's ability to obtain a Conventional (type) mortgage loan in the amount of 75 % of purchase price. Buyer will apply for the loan within 10 days of the last dated acceptance of this Agreement. The loan application shall include payment of all fees and costs customarily charged by Buyer's lender to process the application. Buyer may waive the mortgage contingency by written notice to Seller or Seller's Agent and pay cash as provided in paragraph A above. Buyer agrees to use his or her best efforts to obtain such commitment. If commitment is not obtained within 45 days of final acceptance of this offer, either party may terminate this Agreement by giving written notice to the other party and to the Listing and Selling Offices. If a commitment is obtained by buyer prior to receipt of such written termination by the Listing Office, then the Agreement shall not be terminated.

Seller shall pay up to : \$ \_\_\_\_\_ and/or \_\_\_\_\_ % of purchase price towards Buyers closing costs, escrows, prepaids and/or loan discount points;  
If the terms of purchase include VA, FHA, MSHDA or other financing, then the parties shall also be governed by the rules and procedures which apply to repairs to the Property.

Buyers Initials NB / Sellers Initials BK  
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Address 6401 W. Vienna Rd., Clio, MI 48420

- Buyer  Seller shall pay the first \$ \_\_\_\_\_ of estimated repair costs.
- Buyer  Seller shall pay the balance of estimated repair costs up to a maximum of \$ \_\_\_\_\_.

**Method of payment, continued.**

- C.  **LAND CONTRACT.** Buyer will pay \$ \_\_\_\_\_ upon execution and delivery of a Land Contract. The balance of \$ \_\_\_\_\_ shall be payable in monthly installments of \$ \_\_\_\_\_ or more including interest at \_\_\_\_\_ percent per annum, computed monthly. The first payment shall be due thirty (30) days after closing. Buyer will pay entire balance, which may require a balloon payment, within \_\_\_\_\_ years after closing. Buyer shall: \_\_\_\_\_ pay taxes and insurance directly; or \_\_\_\_\_ add one-twelfth of estimated annual taxes and insurance to monthly principal and interest and Seller shall pay taxes and insurance. Land contract preparation costs shall be paid by Seller.
- D.  **OTHER FINANCING.** As per attached addendum # \_\_\_\_\_.

4. **OTHER PROVISIONS:** Purchase of real estate only. Offer is subject to township approval of buyer's land use plans. Offer is subject to approval of buyer's plans to build outbuilding. Buyer to terminate contract at no penalty and to have EMD returned if not satisfied with township regulations during due diligence phase. Buyer to obtain financing through Frankenmuth Credit Union and to close ASAP when satisfied with township approval of buyer's land use.



5. The Property shall include all buildings, improvements, appurtenances, fixtures and **if now in or on the property:** T.V. antenna and equipment, wall to wall carpeting, lighting fixtures and shades, all window coverings and hardware, screens/storm windows and doors, stationary laundry tubs, water softener (unless rented), water heater, heating and air conditioning equipment (window units excluded), water pump and pressure tank, sump pump, hood, garbage disposal, awnings, mail box, fireplace screens, doors and grates, including gas logs, all plantings, fence(s), garage door operators and control(s), if any, and any and all items and fixtures permanently affixed to the property, and the following additional items:

6. **SALE TO BE CLOSED** on or before 7-15-2022 but not prior to \_\_\_\_\_.

7. **TITLE MARKETABILITY, EVIDENCE and OBJECTIONS:**

- A. Buyer and Seller acknowledge that, before the date of closing, an attorney may be retained to ascertain whether the details of the transaction have been strictly adhered to.
- B. Seller shall provide to Buyer, at Seller's expense, an owner's policy of title insurance with standard exceptions in the amount of the sales price. Seller will provide a commitment for title insurance to Buyer after Buyer has waived all contingencies contained in this agreement. Upon receipt of the commitment, Buyer shall have five (5) days to provide Seller with written notice of any objections. Seller will then have 30 days after receiving to cure any objections or defects in title.
- C. If the closing of the sale is delayed due to title defects which can be readily corrected, an extension of thirty (30) calendar days shall be allowed for closing, unless otherwise agreed to in writing between Buyer and Seller.

8. **ALL MATTERS RELATED TO** the use or intended use of the Property, including, but not limited to, zoning, soil borings, matters of survey, use permits, drain easements, right-of-way, etc., shall be secured and paid for by Buyer unless otherwise provided for in this Agreement or in an Addendum to the Agreement.

9. **OCCUPANCY: Day of Closing is Day One.** Seller will give occupancy as follows:

- A.  At closing. (Seller understands that this means all possessions have been removed and keys will be turned over to Buyer at the time of closing.) The Property will be free and clear of trash and debris and will be in broom clean condition.
  - B.  Within \_\_\_\_\_ days from closing by 12 noon. From the date of closing to the date of vacating, Seller will pay Buyer \$ \_\_\_\_\_ per day as an occupancy charge. Seller is liable to Buyer for damage caused by Seller to the Property after closing and before vacating. At the time of transfer of possession of the Property, Seller shall have removed all personal property (unless otherwise stated in this or an additional written agreement), made arrangements for final payment on all utilities, and will deliver all keys to Selling Broker or Buyer. The Property will be free and clear of trash and debris and will be left in broom-clean condition. Seller will maintain the Property in its present condition until time of possession. Seller will pay for utilities and for any repairs due to damage caused by the Seller to the Property before vacating. Seller should obtain any insurance Seller deems necessary covering Seller to the date of vacating the Property.
- If Seller's Tenants occupy the property, then:
- Seller will have the tenants vacate the property before date of closing
  - 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.

10. **PRORATIONS:** Interest, rents, fuels, condominium and association dues shall be prorated and adjusted to date of closing, if applicable.

Buyers Initials NB / Sellers Initials BK  
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Address 6401 W. Vienna Rd., Clio, MI 48420

11. **TAXES: (FOR PURPOSES OF THIS AGREEMENT):** Real estate taxes and current installments of special assessments shall be prorated as indicated by "X" below, the amount to be based on the **most recent issued tax bill available** at the time of closing.
- A.  No tax proration. Seller is responsible for all tax bills issued prior to closing.
  - B.  Taxes to be prorated in ADVANCE with Buyer being charged from closing date through June 30 on the July taxes; and Buyer being charged from closing date through December 31 on the December taxes.
  - C.  July taxes to be prorated in ADVANCE with Buyer being charged from closing date through June 30; and December taxes to be prorated in ARREARS with Seller being charged from January 1 to closing date. That portion of the December tax paid prior to December 31 to be prorated in ARREARS with Seller credited for prepaid amount.
  - D.  July and December taxes to be combined and prorated in ARREARS, with Seller being charged from January 1, to closing date, less July and December tax amounts if paid by Seller.
  - E.  Other: \_\_\_\_\_

F.  Village taxes, if any, to be prorated in \_\_\_\_\_ advance \_\_\_\_\_ arrears

\* LOCAL MUNICIPALITIES' TAXES MAY BE BASED ON DIFFERENT DUE DATES AND HAVE NO EFFECT ON TAX PRORATIONS AGREED UPON IN THIS PURCHASE AGREEMENT.

Buyer acknowledges that they are responsible for all real estate tax bills due after date of closing.

The Personal Residence Exemption Status of the above named Property and the potential property assessment increase due to change of ownership should be verified by Buyer with the taxing entity.

Delinquent real estate taxes and current installments of special assessments except for perpetual assessments, (i.e. garbage, lighting, fire protection . . . ), which are billed on or before the closing date shall be paid by Seller. Any unbilled special assessment balance outstanding at the time of closing shall be the responsibility of the  Seller  Buyer. All current or past due municipal charges for water and sewage shall be paid by Seller to the date of possession.

12. **DISCLOSURES REQUIRED BY LAW:**

A. SELLERS DISCLOSURE STATEMENT:

Buyer and Seller have signed the Sellers disclosure statement and a copy is attached.

Seller to have a Sellers disclosure statement personally delivered to Buyer within three days after this agreement becomes binding. The Buyer shall have the right to terminate this agreement if the disclosure statement is not acceptable to the Buyer by giving Seller's listing agent/broker written notice within 72 hours after hand delivery or 120 hours after delivery by registered mail.

B. LEAD BASE PAINT DISCLOSURE/INSPECTION: (For residential housing built prior to 1978).

Buyer acknowledges that prior to signing this Agreement, Buyer has received a copy of the Lead Based Paint sellers Disclosure Form completed by the Seller on \_\_\_\_\_ 20,\_\_\_\_, the terms of which shall be part of this Agreement. Buyer also agrees (Check one below):

Buyer shall have 10 days after the date of this Agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. (Federal regulations require a 10 day period or other mutually agreed upon period of time.) If buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer.

Buyer hereby waived his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

13. **INSPECTIONS:**

A.  **PROPERTY:** Buyer has personally inspected the property and accepts it in "AS IS" present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this agreement.

B.  **This offer is contingent upon satisfactory inspection of the property, at Buyers choice and at Buyer's expense, no later than 15 days upon acceptance of this agreement.** These inspections may include, but not limited to, structural and/or mechanical inspections, survey and site investigation, soil borings, well and septic, as well as inspections for radon, pests, mold, and/or asbestos. Buyer agrees to return the property to its prior condition after any inspections or tests. If Buyer is not satisfied with the results of any inspection, upon written notice from Buyer to Seller within this period, this agreement shall terminate and any deposit shall be refunded to Buyer. In the event the Buyer neither removes the contingencies nor terminates this agreement in the time provided, the Buyer shall be deemed to have waived this contingency.

C.  **Buyer acknowledges that Selling Broker/REALTOR has recommended that Buyer obtain an inspection of the property.**

D.  **Well/Septic:** Buyer may obtain a well and/or septic test satisfactory to the Buyer and/or the Buyer's financial institution.

Seller  Buyer to pay for preparation for systems for inspection. (May include locating tank and/or field, emptying tank.)  
 Seller  Buyer to pay the inspection fee.

If Buyer chooses no inspections, fails to complete inspections, or fails to terminate this agreement due to dissatisfaction with these inspections, then it will be deemed that the Buyer accepts the property in its present "AS IS" condition.

It is also recommended that the Buyer obtain a stake survey of this property.



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- 14. **LAND DIVISION ACT:** (For unplatted land only.) Seller acknowledges that they have been advised to seek counsel in regards to the appropriate information to be included in the deed at the time of delivery for the division of unplatted land under section 108 of the Land Division Act, Act No. 299 of the Public Acts of 1967.
- 15. **BUYER ACKNOWLEDGES THAT NO REPRESENTATIONS OR WARRANTIES** of any kind, express or implied, have been made to Buyer about the Property or its condition except as stated in Seller's Disclosure Statement, or as to the location of lot lines or easements, by Seller, or anyone acting on behalf of Seller. Seller expressly disclaims any such warranties. Determining the existence of a flood insurance requirement is the Buyer's responsibility.
- 16. **ELECTRONIC COMMUNICATIONS:** As an alternative to physical deliver, the parties agree that this agreement, any amendment of modification of this agreement and/or any written notice or communication in connection with this agreement may be delivered to the Seller in care of the Listing REALTOR and the Buyer in care of the Selling REALTOR via electronic mail or by fax via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Selling REALTOR from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.
- 17. **NON-DISCRIMINATION:** It is our policy to abide by all local, state and federal fair housing laws and ordinances and to not discriminate against any individual or group of individuals. The agent has no duty to disclose the racial, ethnic or religious composition of any neighborhood, community, or building, nor whether persons with disabilities are housed in any home or facility, except that the agent may identify housing facilities meeting the needs of a disabled buyer. The parties acknowledge and agree that, as required by law or ordinance, discrimination because of religion, race, color, creed, national origin, age, sex, disability, height, weight, marital or familial status, sexual orientation or source of income, and any other protected class under local, state or federal law or ordinance in relation to the purchase, sale or lease of the subject property is prohibited.
- 18. **ARBITRATION:** Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this agreement, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan Association of REALTORS. This is a voluntary agreement between Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the Agreement. A judgment of any circuit court shall be rendered on the award of determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of the Michigan Uniform Arbitration Act, MCL 691.1681, et seq. The terms of this paragraph shall survive the closing.
- 19. **BUYER AND SELLER ACKNOWLEDGE:**
  - A. The Buyer and Seller agree that they have read this document and understand thoroughly the contents herein and agree that there are no different or additional written or verbal understandings.
  - B. The covenants herein shall bind the heirs, personal representatives, administrators, executors, assigns, and successors of the respective parties.
  - C. TIME IS OF THE ESSENCE with respect to the performance of this agreement.
  - D. The Buyer and Seller agree that the terms of the sale will be reported to the Multiple Listing Service.
  - E. Buyer and Seller hereby acknowledge notice of the fact that REALTORS may accept a fee or consideration with regard to the placement of a loan, mortgage, home warranty, life, fire, theft, title insurance, casualty or hazard insurance arising from this transaction and expressly consent thereto as required by the provisions of the rules promulgated under the Michigan Real Estate Licensing Law.

20. **THIS OFFER WILL EXPIRE ON** 5-3 20, 22 **AT** 9 PM (AM/PM) OR UPON Seller's receipt of revocation from Buyer, whichever is earlier. Upon Acceptance

21. **EARNEST MONEY DEPOSIT** Buyer deposits \$ 2,000 to be held by Mason Burgess Title ("Escrowee") evidencing Buyer's good faith, which deposit shall be applied to the purchase price at closing. If this offer is not accepted or title is not marketable, or insurable or if the terms of purchase are contingent upon ability to obtain a new mortgage or any other contingencies as specified, which cannot be met, this deposit shall be refunded to the Buyer. In the event the Buyer and Seller both claim the earnest money deposit, the earnest money shall remain in Escrowee's trust account until a court action has agreed in writing per a mutual release form to the disposition of the deposit, or the Buyer and Seller have agreed in writing to the disposition of the deposit. (This paragraph may be subject to the arbitration provisions in Paragraph 18)

22. **RECEIPT IS ACKNOWLEDGED BY BUYER OF A COPY OF THIS OFFER.**

05-03-2022

X Nathan Bruff Buyer X \_\_\_\_\_ Buyer Date 4-28-2022

00c4039

(sign above as you wish your name to appear on final papers.)

X Nathan Bruff/President Great Lakes Region Disposal, LLC Buyer X \_\_\_\_\_ Buyer

(print your signature)

(print your signature)

Address 9676 Bender Rd., Frankenmuth, MI 48734

Received from above named Buyer, Deposit monies in the form of \_\_\_\_\_ by \_\_\_\_\_

(Agent/Broker)

Buyers Initials

NB

354ec80

/ Sellers Initials

BK

05/04/22  
10:57 AM EDT  
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**SELLER'S RESPONSE TO BUYER'S OFFER:** DATE \_\_\_\_\_, \_\_\_\_\_ A.M./P.M.  
**SELLER UNDERSTANDS THAT SELLING OR TRANSFERRING THE PROPERTY DOES NOT RELIEVE SELLER OF ANY MORTGAGE OBLIGATION OR OTHER INDEBTEDNESS TO WHICH THE PROPERTY IS SUBJECT, UNLESS OTHERWISE AGREED TO BY THE LENDER OR REQUIRED BY LAW OR REGULATION.**

23. **BUYER'S OFFER IS HEREBY:**  
 ACCEPTED AS WRITTEN     REJECTED     See attached addendum     Seller's Counteroffer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

all other terms, conditions and stipulations of this Agreement are to remain the same.  
Seller has the right to rescind this offer in writing and accept other offers until Seller or Listing Agent has received written notice of Buyers acceptance. Any change in paragraph 23 is a counteroffer which must be accepted by the Buyer on or before (date) \_\_\_\_\_, (time) \_\_\_\_\_ A.M./P.M. or THIS AGREEMENT BECOMES VOID.

24. **RECEIPT IS HEREBY ACKNOWLEDGED BY BUYER** of the Seller's response to Buyer's Offer. In the event the response was subject to changes from Buyer's Offer, the Seller's counteroffer is hereby:

|   |                                   |  |   |
|---|-----------------------------------|--|---|
| <input checked="" type="checkbox"/> ACCEPTED AS WRITTEN | <input type="checkbox"/> REJECTED | <input type="checkbox"/> See attached addendum | <input type="checkbox"/> Buyer's Counteroffer |
|---|-----------------------------------|--|---|

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any change in paragraph 25 is a counteroffer which must be accepted by the Seller on or before (date) \_\_\_\_\_, (time) \_\_\_\_\_ A.M./P.M. or THIS AGREEMENT BECOMES VOID.

|                |                |            |
|----------------|----------------|------------|
| X _____ Buyer  | X _____ Buyer  | Date _____ |
| (Signature)    | (Signature)    |            |
| X _____ Buyer  | X _____ Buyer  |            |
| (Please Print) | (Please Print) |            |

*Bruce Keeth*  
dotloop verified  
05/04/22 10:57 AM EDT  
LGD9-NRA9-WVWO-TQ05

Bruce Keeth Seller

X \_\_\_\_\_ Seller  
(Please sign above and print below)

Address \_\_\_\_\_ Phone \_\_\_\_\_ Date \_\_\_\_\_

25. **RECEIPT IS HEREBY ACKNOWLEDGED BY BUYER** of the Seller's response to Buyer's Offer. In the event the response was subject to changes from Buyer's Offer, the Seller's counteroffer is hereby:

|  |                                   |  |   |
|--|-----------------------------------|--|---|
| <input type="checkbox"/> ACCEPTED AS WRITTEN | <input type="checkbox"/> REJECTED | <input type="checkbox"/> See attached addendum | <input type="checkbox"/> Buyer's Counteroffer |
|--|-----------------------------------|--|---|

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any change in paragraph 25 is a counteroffer which must be accepted by the Seller on or before (date) \_\_\_\_\_, (time) \_\_\_\_\_ A.M./P.M. or THIS AGREEMENT BECOMES VOID.

|                |                |            |
|----------------|----------------|------------|
| X _____ Buyer  | X _____ Buyer  | Date _____ |
| (Signature)    | (Signature)    |            |
| X _____ Buyer  | X _____ Buyer  |            |
| (Please Print) | (Please Print) |            |

26. **SELLER'S ACCEPTANCE**  
 ACCEPTED AS WRITTEN     REJECTED     See attached addendum

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

|                |                |            |
|----------------|----------------|------------|
| X _____ Seller | X _____ Seller | Date _____ |
| (Signature)    | (Signature)    |            |
| X _____ Seller | X _____ Seller |            |
| (Please Print) | (Please Print) |            |

**DISCLAIMER:** This form is provided as a service of the Saginaw Board of REALTORS. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Saginaw Board of REALTORS is not responsible for the use, misuse, misrepresentation, or for warranties made in connection with this form.