

Oak Park

Special Council Meeting

June 20, 2016





CITY OF OAK PARK

City Clerk

Mayor
Marian McClellan
Mayor Pro Tem
Carolyn Burns
Council Members
Kiesha Speech
Solomon Radner
Ken Rich
City Manager
Erik Tungate

NOTICE

SPECIAL COUNCIL MEETING OF THE 36th OAK PARK CITY COUNCIL

June 20, 2016
6:00 PM

Notice is hereby given that a Special City Council Meeting of the Oak Park City Council is scheduled for Monday, June 20, 2016 at 6:00 PM and will be held in the Executive Conference Room of Oak Park City Hall, 14000 Oak Park Blvd., Oak Park, Michigan 48237.

The purpose of the Special Meeting is to conduct the following Special Business:

- A. Consideration of the purchase and sale of City owned property

Notice of the above meeting of the City of Oak Park is given in compliance with the Charter, Section 7.2, and with provisions of Public Act No. 267 of 1976, as amended.

The City of Oak Park will comply with the spirit and intent of the American with Disabilities Act. The City will provide support and make reasonable accommodations to assist people with disabilities to access and participate in our programs, facilities and services. Accommodations to participate at a Special Council Meeting will be made with prior notice.

Marian McClellan, Mayor



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: June 20, 2016

AGENDA #

SUBJECT: Property Sale

DEPARTMENT: Economic Development & Communications

SUMMARY: The Economic Development and Communications Department has been working on selling several vacant city owned parcels throughout the city. Many have been acquired through tax foreclosure or through the NSP Program. While researching the parcels I received a Purchase Agreement for several of the parcels. An individual investor would like to purchase the lots below and build homes on each site. The lots are as follows:

13071 Burton – NSP Property \$7,000
 13351 Kenwood – NSP Property \$7,000
 23130 Webster – NSP Property \$7,000
 10130 Albany – NSP Property \$5,000
 21331 Kipling – tax forfeiture \$5,000

Any funds received from these sales will go back into the NSP Program or to the county if it was a tax forfeiture. While the city will not receive the funds it is in the best interest to bring these parcels back onto the tax rolls and eliminate the ongoing maintenance expense.

Per our city policy an NSP Property can be done through a negotiated sale by the city manager and the city manager is also allowed to sell tax foreclosed properties through one of many option; including a negotiated sale (see attached).

FINANCIAL STATEMENT: None

RECOMMENDED ACTION: Approve the city manager to sign the purchase agreement for the purchase of the 5 vacant lots.

APPROVALS:

City Manager:

Directors:

EXHIBITS: purchase agreement

Sale of City Property

City Code

Sec. 2-397. - Sale or lease of real estate.

- (a) Whenever city real estate is no longer required for corporate or public purposes, except any park, cemetery, or part thereof, such real estate may be sold or leased upon the affirmative vote of four or more members of the city council. Regardless of any provision of this division, sealed bids shall be solicited and received prior to the sale or lease of any real estate and the sale or lease shall be subject where applicable, to procedures governing contracts set forth in section 2-378. The invitation to bid shall contain a brief description of the real estate to be sold or leased.
- (b) When the city manager determines that it is in the best interests of the city, real property acquired by the city through tax reversion may be disposed of by one, or a combination of more than one, of the following methods as determined appropriate by the city manager on a case by case basis: Listing with real estate broker; solicitation of sealed bids, pursuant to subsection 2-378(2); negotiated sale; or request for proposals, pursuant to section 2-384. The city manager shall submit the offer which he or she deems to be in the best interests of the city, together with his or her recommendation, to the city council for action.
- (c) This section shall not apply to real estate purchased pursuant to a United States Department of Housing and Urban Development program.

(Code 1973, § 2-179; Ord. No. 0-02-471, § 1, 8-5-02; Ord. No. O-09-558, § 1, 1-5-09; Ord. No. O-11-577, § 1, 1-3-11)

Charter

CHAPTER 13. - PURCHASES; CONTRACTS; LEASES

Section 13.1. - Purchase and sale of property.

The city may not sell any park, cemetery or any part thereof except in accordance with restrictions placed thereon by statute.

The city may not purchase, sell or lease any real estate or any interest therein except by the affirmative vote of four or more members of the council.

The purchase and sale of all city property shall be subject to the provisions of section 5.13.

Commerce Market Center
2730 Union Lake Rd
Commerce Twp. MI 48382
Phone: 248 360-2900
Fax: 248 406-2901



PURCHASE AGREEMENT

West Bloomfield Market Center
30500 Northwestern Hwy, Suite 300
Farmington Hills, MI 48334
Phone: 248 626-2100
Fax: 248 626-2103



1. **THE UNDERSIGNED** hereby offers and agrees to purchase the following land situated in the City, Township, Village of Oak Park,
County, Michigan, described as Sidwell number _____, legally described as follows:

See attached addendum
commonly known as _____,
together with all improvements and appurtenances including lighting fixtures and fans, attached mirrors, 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 carpeting, built-in cabinetry,
built-in kitchen appliances and equipment, storm windows and doors, screens, awnings and shutters, landscaping, TV antenna, rotor and controls, satellite dish and
accessories, garage door opener and transmitters, fuel in tanks at time of possession, attached humidifiers, water softeners (rental units excluded) if any, now in or on
the premises, and _____

and to pay therefore the sum of Thirty One Thousand Dollars,
(\$ 31,000) subject to existing building and use restrictions, easements and zoning ordinances, if any, upon the following terms of sale:

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

- A. **CASH SALE:** Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money to be made in cash, cashier's check or certified funds.
- B. **CASH SALE WITH NEW MORTGAGE:** Delivery of the usual Warranty Deed conveying marketable title. Payment of purchase money to be made in cash, cashier's check, or certified funds. This Agreement is contingent upon Purchaser being able to secure a _____ mortgage in the amount of \$ _____ and pay \$ _____ down plus mortgage costs, pre-paid items, and adjustments in cash. Purchaser agrees to apply for such mortgage within _____ 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 _____ calendar days from date of acceptance, at Seller's or Purchaser's written option, this offer can be declared null and void and Purchaser's deposit returned forthwith.
- 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:** Upon acceptance of this Agreement by Seller and conveyance of title in the condition required herein, Seller and Purchaser agree to consummate the sale on or before 04/30/16. Closing of this sale shall take place at the office of listing broker, title company, or lending institution.

3. **OCCUPANCY:** The property is owner occupied, tenant occupied, vacant. Seller shall deliver and Purchaser shall accept possession of said property subject to rights of present tenants, if any. If Seller occupies property, it shall be vacated and keys surrendered to Broker _____ calendar days after closing. From the day after closing through the day of vacating the property as agreed, Seller shall pay the sum of either \$ _____ per day or 1 / 30th of Purchaser's monthly PITI (sum of principle, interest, taxes, and insurance) per day. Broker shall retain from the amount due Seller at closing, the sum of \$ _____ as security for said occupancy charge, paying to Purchaser the amount due and returning to Seller the unused portion as determined by the date property is vacated and keys surrendered to Broker. Said occupancy charge can be disbursed every 30 days at Purchaser's request. Broker has no obligation, implied or otherwise, for seeing that the premises are vacated on the date specified or for the condition of the premises but is only acting as an escrow agent for holding the occupancy deposit. Seller is responsible for the water bill until Seller gives possession and takes a final water meter reading.

4. **EARNEST MONEY DEPOSIT:** Broker is hereby authorized to make this offer and the deposit of 1,000.00 Dollars in the form of cash, check as earnest money to be held by Keller Williams or returned in accordance with the terms of this Agreement. **BROKERS ACKNOWLEDGEMENT OF DEPOSIT:** Received by Keller Williams Twyonna Adams (Sales Associate).

5. **HOME WARRANTY:** Purchaser accepts declines an America's Preferred Home Warranty plan. Paid by: Seller Purchaser Other

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

7. **TITLE EVIDENCE AND SURVEY:** Seller, at Seller's sole cost and expense, agrees to furnish Purchaser a Commitment for an expanded or extended Policy of Title Insurance without standard exceptions such as the 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 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 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 Purchaser. Purchaser agrees to obtain and pay for a survey by a registered land surveyor. If Purchaser does not obtain a survey, the Policy of Title Insurance will be issued with standard survey exceptions and Purchaser agrees to hold Broker harmless. To the extent Purchaser obtains a mortgage, Purchaser reserves the right to select a title agency of Purchaser's choice to issue any required lender's policy of title insurance. In the event that the title agency issuing the owner's policy required pursuant to this paragraph charges any additional fees as a result of Purchaser's selection of its own title agency to issue any lender's policy of title insurance, such additional fees or costs shall be borne solely by Seller and Purchaser shall be held harmless therefrom.

Purchaser(s) initials: KB
04/13/16
4:48PM EDT

Seller(s) initials: _____ / _____



8. **INSPECTION:** This offer is is not contingent upon inspection of property by independent private inspectors of Purchaser's choice and at Purchaser's expense within _____ calendar days from the effective date of this Agreement. This inspection may include but is not limited to remaining appliances, heating, ventilation and A/C systems, plumbing, sewer / water / pool, electrical system, roof, structural components foundation, fireplace(s), chimney(s), drainage conditions or evidence of excessive moisture, insect infestation, excess levels of radon, toxic wastes, hazardous or undesirable substances, the "environmental condition" of the property and the location of the property within a flood zone area, or any other condition or circumstance which may adversely affect the property. Unless Purchaser notifies Seller in writing within _____ calendar days after said inspections that Purchaser is dissatisfied with the inspection results, or if Purchaser elects not to have property inspected, all terms and conditions shall be binding and the sale shall be consummated as specified herein. If said inspections disclose any defect in the property which results in Purchaser's dissatisfaction for any reason whatsoever, and written notice is properly given to Seller, Purchaser may declare this Agreement null and void and the deposit shall be returned; or, Purchaser may request Seller to remedy defects if any. If Purchaser elects to have Seller complete certain repairs and does not terminate this Agreement, Seller shall have _____ calendar days from receipt of notification to respond that Seller will repair or provide for repairs. If Seller declares an unwillingness to repair or provide for repairs, Purchaser may accept property "as is" or declare this Agreement null and void and all earnest money shall be returned to Purchaser. If property has been winterized, Seller shall, at Seller's expense, de-winterize the property prior to inspection. Purchaser is aware that any reference to square footage of the property or improvements thereon is approximate. If square footage is a material matter to Purchaser, it must be verified during the inspection period.

Purchaser does does not desire to have the property inspected. Purchaser's initials: _____ / _____

9. **TITLE OBJECTION:** After the title insurance commitment is delivered to Purchaser, any objections, based upon a written opinion of Purchaser's attorney that title is not in the condition required for performance hereunder, shall be made in writing and delivered to Seller within three (3) calendar days of Purchaser's receipt of Commitment of Title Insurance. Seller shall have 30 calendar days from the date notified in writing of the particular defects claimed, to either (1) remedy the title, (2) obtain title insurance as required above, or (3) refund earnest money deposit in full termination of this Agreement. If Seller remedies title or obtains such title insurance within the time specified, Purchaser agrees to complete the sale within ten (10) calendar days of written notification thereof. If Seller is unable to remedy title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this Agreement.

10. **DEFAULT:** Willful failure to perform by Seller or Purchaser shall be an event of default under this Agreement. In the event of default by Seller hereunder, Purchaser may elect to enforce the terms hereof or demand, and be entitled to a refund of the entire deposit in full termination of this Agreement. In the event of default by Purchaser hereunder, Seller may declare forfeiture and be entitled to the deposit as liquidated damages as his sole and exclusive remedy.

11. **LENDER'S POLICY OF TITLE INSURANCE:** Purchaser and Seller acknowledge that Purchaser may select a title insurance company of his/her choice to issue any lender's policy of title insurance relative to the financing of the closing of this Purchase Agreement. By execution of this Purchase Agreement, Purchaser 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 9 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 9 above.

12. **PROPERTY TAXES, ASSESSMENTS, WATER:** All taxes that have or will become due and payable on or before the date of closing, and special assessments that have become a lien upon the land, whether recorded or not recorded at the date of closing, shall be paid by Seller. Any assessments, recorded or not recorded which have been confirmed by the proper authority prior to closing shall be paid by Seller at closing. 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. 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 to date of possession. Listing Broker shall retain from the amount due Seller at closing, a minimum of \$200.00 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.

13. **WELL INSPECTION:** Purchaser to receive a satisfactory report from a licensed contractor that the well water is potable. Seller grants permission to do the evaluations. The cost of the inspection is to be paid by the Seller Buyer. This contingency to be removed on or before closing. Purchaser(s) initials: _____ / _____ Seller(s) initials: _____ / _____

14. **SEPTIC INSPECTION:** Purchaser to receive a satisfactory report from evaluator registered with County Environmental Health Division that septic system is in good working order. Seller grants permission to do the evaluations. The cost of septic field inspection to be paid by the Seller Buyer. This contingency to be removed on or before closing. Purchaser(s) initials: _____ / _____ Seller(s) initials: _____ / _____

15. **TERMITE/PEST & ENVIRONMENTAL INSPECTION:** Broker recommends Purchaser obtain an independent inspection to determine the presence of wood destroying insects or infestation. Broker also recommends that Purchaser obtain an independent inspection for any environmental concerns.

16. **CONDOMINIUM AND HOME OWNERS ASSOCIATION DOCUMENTS:** If property is a condominium or has a Home Owners Association, Purchaser has right to condominium / association document review and approval by Purchaser's attorney within _____ business days of receipt by Purchaser. Documents to be provided by Seller at Seller's expense within _____ business days of acceptance of this contract. Buyer may void this transaction if Home Owners Association dues are not or incorrectly disclosed to Buyer.

17. **CITY CERTIFICATION:** If the municipality where property is located requires an inspection prior to sale, Seller will pay for necessary inspections and required repairs, if any, to obtain written approval of municipality.

18. **FLOOD INSURANCE:** Purchaser agrees to obtain a policy of flood insurance if required by the mortgage lender.

19. **AS IS CONDITION:** Purchaser acknowledges that Seller has provided Purchaser a required Seller's Disclosure Statement. Purchaser has been afforded an independent inspection of the property and the Purchaser affirms that Purchaser has examined the above described property and is satisfied with the physical condition of the structure thereon and purchases said property in an "AS IS CONDITION," subject only to the rights of a property inspection. It is further agreed that Keller Williams Realty and its agents have made no representations or warranties of any kind nor assume any responsibility for representations made by Seller or any cooperating broker pertaining to the condition of the property. It is further understood that no promises have been made other than those that are in writing and signed by all parties involved. (NO VERBAL AGREEMENTS WILL BE BINDING). Purchaser(s) initials: _____ / _____


04/13/16
4:48PM EDT

Purchaser(s) initials: _____ / _____

Seller(s) initials: _____ / _____



20. **WALK THROUGH:** Purchaser reserves the right to walk through property within 48 hours prior to possession and/or closing. Seller agrees to maintain property in the same condition as existed at the time of purchase until possession is delivered to Purchaser. The property shall be broom-cleaned and the attic, yard and garage free of debris upon vacating. Seller agrees to maintain heating, sewer, well, septic, plumbing, electrical system and any appliances and equipment in good working order. In the event the property has been winterized, it shall be the obligation and expense of Seller to de-winterize the property prior to closing.

21. **RELEASE:** Purchaser recognizes that Seller has provided Purchaser a required Seller's Disclosure Statement. Purchaser has been afforded the right to independent inspections of the property and Purchaser affirms that property is being purchased "AS IS" and hereby knowingly waives, releases and relinquishes any and all claims or causes of action against Keller Williams, its officers, directors, employees and independent sales associates. Purchaser 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. Keller Williams assumes no liability for performance of any inspection or statements on Seller's disclosure form. Purchaser(s) initials:  / _____

22. **SELLER'S DISCLOSURE:** Purchaser acknowledges receipt of Seller's Disclosure Form in accordance with Act 92 Public Acts of 1993.

23. **LEAD-BASED PAINT:** Purchaser has received and reviewed a copy of a Lead-Based Paint Disclosure Form, the terms of which are incorporated herein by reference.

24. **POSSIBLE ADDITIONAL COMPENSATION OF BROKERS:** Purchaser 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.

25. **PERSONAL PROPERTY:** It is further understood between Purchaser and Seller that the additional personal property listed herein has no value as it relates to this transaction.

26. **PRIVATE ROADS:** Seller represents that property is is not on a private road. If property is located on a private road, Seller shall provide Buyer with a separate document providing notice that private road is not required to be maintained by County Board of Road Commissioners (per M.C.L.A. 560.261 [P. A. 1967 No. 2887]).

27. **ARBITRATION:** (Use paragraph A or B)
A. Any claim of Seller or Buyer arising out of this agreement relating to the disposition of the earnest money deposit or the physical condition of the property covered by this agreement shall be arbitrated in accordance with the rules, then in effect, adopted by the American Arbitration Association. This is a voluntary agreement between the Buyer and Seller and the failure to agree to arbitrate does not affect the validity of this agreement. This agreement is made subject to and incorporates the provisions of Michigan law governing arbitrations. This provision shall survive closing.
B. The parties do not wish to agree to arbitrate future disputes.

28. **ENTIRE AGREEMENT:** This Agreement supersedes any and all understandings and agreements and constitutes the entire agreement between the parties hereto which Agreement shall inure 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. Purchaser 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.

29. **FACSIMILE EXECUTION:** The parties agree that signatures on this agreement, as well as any other documents to be executed under this agreement, may be delivered by facsimile in lieu of an original signature, and the parties agree to treat facsimile signatures as original signatures and agree to be bound by this provision.

30. **ELECTRONIC EXECUTION:** A copy of the signature of any party will be immediately binding on that party on its receipt by the other party by electronic mail and will have the same effect as an original signature.

31. **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.

32. **EXPIRATION:** This offer shall remain irrevocable until withdrawn in writing OR until _____ (date) at 12:00 noon EST, and if not accepted by Seller, the deposit made by Purchaser shall be returned upon funds clearing.

33. **COUNTER OFFER:** In the event that Seller makes any written change in any of the terms and conditions of the offer presented by Purchaser, such changed terms shall constitute a counter offer by the Seller to Purchaser which shall remain valid until _____ (date) at _____ (time) and shall require acceptance by the Purchaser by initiating each such change before such time.

34. **ATTORNEY REVIEW:** This agreement is contingent upon Buyer's or Seller's attorney's review and approval of these documents as to form and content and not as to price within _____ calendar days after Buyer's receipt of an accepted copy of this offer. If either party's attorney files a written objection, then, at either party's option, this agreement shall be cancelled and all earnest money deposited returned to Buyer. If Buyer's/Seller's attorney does not file a written objection within the stipulated time, then this contingency shall be of no further effect, and the sale shall close as specified herein.

35. **LISTING TICKET:** All items listed on the listing ticket are to become a part of the purchase agreement unless otherwise excluded.

Purchaser(s) initials:  / _____
04/13/16
4:48PM EDT

Seller(s) initials: _____ / _____



36. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date Purchaser acknowledges receipt of Seller's accepted offer.

37. **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.
Seller(s) initials: _____ / _____

38. **COMPLIANCE FEE:** Purchaser shall pay a compliance fee of \$195.00 to Keller Williams Market Center to comply with applicable federal and state statutes regarding storage and retention of all closing related documents.

39. **ADDITIONAL CONDITIONS:**
See attached addendum for parcel number and price breakdown

By execution of this Agreement the Purchaser acknowledges receipt of a copy of this document.

Tayonna Adams
dotloop verified
04/14/16 11:04AM EDT
VUZV-PMaw-RBLR-URKB
(Witness) ID #

Kenya Spratt
dotloop verified
04/13/16 4:48PM EDT
E22P-5CKC-MD7T-E3MF
(Purchaser) Kenya Spratt

(Date)

(Purchaser)

This is a cooperative sale with City of Oak Park, and with a \$2,500. commission to selling broker.

SELLER'S ACCEPTANCE OF AGREEMENT OF SALE: The undersigned Seller accepts this offer and agrees to sell the described premises on the terms stated. The earnest money recited above and paid to the Selling Broker by Purchaser, shall be considered and used as earnest money, and shall be held by the Selling Broker under this Agreement and according to the regulation of the Department of Consumer and Industry Services. The undersigned agree on consummation of the sale, or if the sale is not consummated by reason of the failure, inability or refusal of the undersigned to perform the conditions of this Agreement, to pay Selling Broker and/or Listing Broker for services rendered, a total commission as set forth in the listing agreement for the sale of the property, or in the absence of a Listing Contract, a commission of _____ dollars or _____ % of Sale price which shall be due and payable at the time set forth in said offer for consummation of this sale. Seller agrees and understands that earned and/or unpaid commissions shall become a lien upon the property. If the deposit money is forfeited for non-performance by Purchaser, one-half of such deposit, but not more than the amount specified as "commission," shall be paid to Selling and/or Listing Broker for such services rendered to be shared equally between them and the remainder paid to the Seller. By execution of this Agreement, Seller acknowledges receipt of a copy of this document.

(Witness) ID #

(Seller)

(Date)

(Seller)

PURCHASER'S ACKNOWLEDGEMENT OF RECEIPT: The undersigned Purchaser hereby acknowledges receipt of the Seller's signed acceptance of this offer.

(Witness) ID #

(Purchaser) Kenya Spratt

(Date)

(Purchaser)

(Rev. 2/13)



ADDENDUM/AMENDMENT

This Addendum is part of and incorporated into an Agreement of Sale dated: Apr. 11th 2016.

Property Address City of Oak Park Vacant Lots

By Kenya Spratt, as Purchaser(s)

And City of Oak Park, as Seller(s).

The following is/are to be considered as part of the above referred to Offer to Purchase Real Estate. Purchasers and Sellers acknowledge and agree to the following:

The Purchaser makes an offer to purchase the following 5 vacant Lots:

- 13071 Burton \$7,000

LOT:68 DIST:52 CITY/MUNI/TWP:OAK PARK SEC/TWN/RNG/MER:SEC 29 TWN 1N RNG 11E T1N, R11E, SEC 29 THOMAS BROTHERS EARLIMONT SUB W 25 FT OF LOT 68 & E 35 FT OF LOT 69 Parcel 52-25-29-102-027

- 13351 Kenwood \$7,000.

LOT:13 DIST:52 CITY/MUNI/TWP:OAK PARK SEC/TWN/RNG/MER:SEC 29 TWN 1N RNG 11E T1N, R11E, SEC 29 MC CLAIN SUB LOT 13 Parcel 52-25-29-355-003

- 23130 Webster \$7,000.

LOT:49 DIST:52 CITY/MUNI/TWP:OAK PARK SEC/TWN/RNG/MER:SEC 29 TWN 1N RNG 11E T1N, R11E, SEC 29 MC CLAIN SUB LOT 49 Parcel 52-25-29-377-033

- 10130 Albany \$5,000.

LOT:306 DIST:52 CITY/MUNI/TWP:OAK PARK SEC/TWN/RNG/MER:SEC 32 TWN 1N RNG 11E T1N, R11E, SEC 32 RIDGEWOOD ESTATES W 40 FT OF LOT 306 & E 20 FT OF LOT 307 Parcel 52-25-32-229-033

- 21331 Kiping \$5,000.

LOT:1 DIST:52 CITY/MUNI/TWP:OAK PARK SEC/TWN/RNG/MER:SEC 31 TWN 1N RNG 11E T1N, R11E, SEC 31 SCHAEFER HIGHWAY ESTATES SUB E 134 FT OF LOT 1 EXC S 3 FT Parcel 52-25-31-426-031

Purchaser(s) and Seller(s) hereby agree to all conditions of this Addendum.

Tayonna Adams
dotloop verified
04/14/16 11:04AM EDT
GCLG-VTKI-MEWC-CF0E

Witness

Date

Witness

Date

Kenya Spratt
dotloop verified
04/13/16 4:48PM EDT
BVOT-GET3-52DB-NNRT

Purchaser Kenya Spratt

Purchaser

Seller

Seller





BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: June 20, 2016

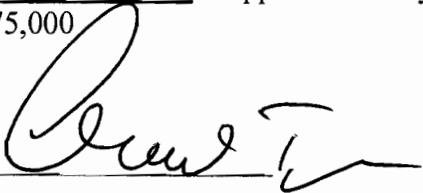
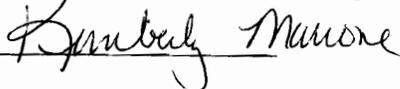
AGENDA #

SUBJECT: Property Purchase - 26705 Coolidge**DEPARTMENT:** Economic Development & Communications

SUMMARY: The Economic Development and Communications Department at the direction of City Manager Tungate has been working for some time to purchase a vacant commercial lot on Coolidge. It is the opinion of city management and the Economic Development Department that the purchase of this property will allow the city to put the property back on the tax rolls with a new development. Part of the plan would be to close Kingston Street to make the lot wider and more appealing to a developer. We ask city council to approve the city manager to negotiate a sale with the current owner Nika Lucaj in the amount of \$75,000.

FINANCIAL STATEMENT: \$75,000 from General Fund

RECOMMENDED ACTION: Approve the city manager to negotiate a contract to purchase for an amount not to exceed \$75,000

APPROVALS:City Manager: Directors: **EXHIBITS:** pictures



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