

STATE OF MICHIGAN  
COUNTY OF WASHTENAW  
AUGUSTA CHARTER TOWNSHIP

SALE OF TOWNSHIP PROPERTY  
Willis Rd. Parcel #T-20-03-300-009

RESOLUTION 25-13

At a regular meeting of the Augusta Charter Township Board of Trustees, Washtenaw County, Michigan, held in the Lincoln Senior Center at 8970 Whittaker Road, Ypsilanti, Michigan 48197, on the 25th day of March 2025 at 6:30 p.m.

WHEREAS, The Charter Township Act 359 of 1947, MCL 42.14 authorizes a township to sell township property which is not needed for public purposes; and

WHEREAS, the township has received a sales contract for the purchase of Willis Rd. property Tax I.D. #T-20-03-300-009, attached to Resolution; and

WHEREAS, The Augusta Charter Township Board deems that it is in the best interest of the township to sell the vacant property located on Willis Road, Tax I.D. #T-20-03-300-009; and

WHEREAS, The Augusta Charter Township Board authorizes the Township Supervisor, Todd Waller, to represent the township at the closing and sign any necessary documents:

NOW, THEREFORE, BE IT RESOLVED that the township property, located on Willis Road, Tax I.D. #T-20-03-300-009, may be sold and the Township Supervisor is authorized to represent the township at the closing and sign any necessary documents.

The foregoing resolution offered by Board Member Gonczy.

Second offered by Board Member Prain.

Upon roll call vote, the following voted:

Aye: Adams, Burek, Gipfert, Gonczy, Green, Prain, Waller

Nay: None

Absent: None

The Supervisor declared the resolution adopted.

  
\_\_\_\_\_  
Todd Waller, Supervisor

3-28-2025

CERTIFICATE

I, Kimberly Gonczy, the duly elected and acting Clerk of Augusta Charter Township, hereby certify that the foregoing resolution was adopted by the Township Board of said Township, as presented at a regular meeting of said Board held on March 25, 2025, at which meeting a quorum was present by a roll call vote of said members as hereinbefore set forth; that said resolution was ordered to take immediate effect.



\_\_\_\_\_

Kimberly Gonczy, Clerk

Date: 3-28-2025

# SALES CONTRACT : Page 1 of 4

Listing Office \_\_\_\_\_  
Telephone \_\_\_\_\_  
Listing Agent \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_

Selling Office \_\_\_\_\_ Firm Foundations Realty Group  
Telephone \_\_\_\_\_  
Selling Agent \_\_\_\_\_ Bill Van Buren  
Telephone \_\_\_\_\_ 734-787-2890  
Email \_\_\_\_\_ BillVanBuren@ymail.com

Agency Status: \_\_\_\_\_

Agency Status: \_\_\_\_\_ Buyer's

RE: THE PROPERTY KNOWN AS \_\_\_\_\_ 0 Willis Rd, Ypsilanti, MI 48197, Parcel #T -20-03-300-009

THIS CONTRACT is dated \_\_\_\_\_ March 7, 2025  
between \_\_\_\_\_

SELLER: \_\_\_\_\_ Augusta Township  
Address: \_\_\_\_\_  
and \_\_\_\_\_

PURCHASER: \_\_\_\_\_ James Lachance  
Address: \_\_\_\_\_

Seller agrees to sell and convey, subject to easement and restrictive covenants of record, and subject to the lien of taxes not yet due and payable at the time of closing, and Purchaser agrees to purchase the property situated in the Township of \_\_\_\_\_ Augusta County of \_\_\_\_\_ Washtenaw \_\_\_\_\_, Michigan, as identified above.

LEGAL DESCRIPTION: \_\_\_\_\_ To Follow \_\_\_\_\_ and as will be completely described in the title insurance commitment.

SALES PRICE: \_\_\_\_\_ Thirty Three Thousand \_\_\_\_\_ Dollars (\$ 33,000 )

EARNEST MONEY: \_\_\_\_\_ One Thousand \_\_\_\_\_ Dollars (\$ 1,000 )  
Purchaser's earnest money will be held by Selling Broker until closing of sale, at which time it will be credited to Purchaser. If this offer is not accepted, the earnest money will be returned in full to Purchaser.

FINANCING: \_\_\_\_\_ Mortgage (see page 3) \_\_\_\_\_ X \_\_\_\_\_ Cash

CERTIFIED FUNDS: Purchaser will pay the balance of the sale price, together with closing costs and escrow deposits, in certified funds at the time of closing. Purchaser is responsible for the performance of Purchaser's lender. Failure of the Purchaser's lender to have funds available for disbursement at the time of the scheduled closing may result in Purchaser's default.

OTHER CONDITIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SELLER CONTRIBUTION TO BUYER'S BROKERAGE FEE: At Closing, Seller agrees to pay, or cause to be paid, to the Buyer's broker, a commission equal to 0.0% of the sales price.

INCLUSIONS: This contract includes all fixtures, improvements, landscaping and appurtenances attached to the property as of this date, including but not limited to: all lighting and plumbing fixtures, ceiling fans, window treatments and hardware, wall-to-wall carpeting, attached shelving, purchased water softeners, automatic garage door equipment, storm windows and doors, screens, awnings and antennas, including rotor equipment, if any, as well as the following personal property for which a bill of sale will be given, namely: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXCLUSIONS: \_\_\_\_\_

PURCHASER'S INITIALS \_\_\_\_\_  


SELLER'S INITIALS \_\_\_\_\_ 

# SALES CONTRACT : Page 2 of 4

RE: THE PROPERTY KNOWN AS 0 Willis Rd, Ypsilanti, MI 48197, Parcel #T -20-03-300-009

PROPERTY CONDITION: Seller represents that all equipment and improvements are in working condition, except: N/A

Unless otherwise agreed in writing, Seller will deliver and Purchaser will accept the property in the same "as-is" condition it was in at the time the offer was made. Until possession is delivered, Seller agrees to maintain heating, well, septic, plumbing, electrical system, appliances, and other equipment in normal working order; to keep the roof watertight; to maintain the grounds; and to keep all utility services operating. If the property has been winterized, Seller will de-winterize it prior to closing. Seller will remove trash and debris from the property and leave it in broom-clean condition.

Both parties agree that neither party has relied on any representation of broker or broker's agents concerning the fitness and condition of the property. Broker and agents assume no responsibility for the condition of the property or for the performance of the contract by any or all parties.

Seller shall perform all municipality required inspections and repairs, if any, acceptable to Purchaser.

PURCHASER DOES  DOES NOT ACKNOWLEDGE RECEIPT OF THE SELLER'S DISCLOSURE STATEMENT. PURCHASER ACKNOWLEDGES HAVING BEEN ADVISED TO HAVE A CONTRACTOR'S INSPECTION OF THE PROPERTY.

ASSESSMENTS: All assessments (municipal, association, or otherwise) that have been assessed on the property at the date of closing will be paid by Seller. The cost of improvements that are subject to future assessments against the property, assessed after the date of closing, will be paid by Purchaser. Seller has no knowledge of any pending assessments that have not been disclosed in writing to Purchaser.

BENEFIT CHARGES: Any benefit charges against the property made by any government authority and/or utility company for installation of, and/or tap-in fees for, utility services, water, sanitary sewer, storm sewer, gas, electric, telephone, and/or cable lines for which charges have been made, incurred and/or billed before the date of closing, will be paid by Seller. Any charges incurred after closing will be paid by Purchaser.

PRORATION: Taxes, rents, fuel, insurance, interest and association fees, where applicable, are to be prorated as of the date of closing on a 30-day-month, 360-day-year basis. Taxes will be prorated based on the due date per the taxing authority. Seller represents that Seller has filed, in a timely manner, all required transfer affidavits disclosing the sale price to the local assessor. Listing broker will retain from Seller N/A to be applied to final billing for municipal utility charges. Any balance remaining will be remitted to Seller and any balance due will be paid by Seller. Purchaser shall reimburse Seller for fuel oil or propane left in tank, verified by fuel company prior to closing.

CLOSING: Purchase to be closed on or before 30 days from acceptance

POSSESSION: Possession to be at closing.

CASUALTY LOSS: Seller retains the risk of loss by fire, windstorm or otherwise until delivery of deed/land contract.

FORM OF CONVEYANCE: Seller agrees to grant and convey, as above required, by warranty deed, a marketable title to the property. Seller will pay transfer tax when title passes. Any condominium/association transfer or other fee will be paid by Seller. If the property is neither a condominium nor a platted lot, Seller will convey the right to make All land divisions.

TITLE INSURANCE: Seller will provide an owner's policy of title insurance with standard exceptions. Any special exception imposed by the Title Company will be subject to Purchaser's approval. Monetary encumbrances not assumed by Purchaser will be paid by Seller by closing. Seller will provide any survey or mortgage report required.

BINDING CONTRACT AND ASSIGNMENT: This contract binds Purchaser, Seller, their heirs and personal representatives, and anyone succeeding to their interest in the property. Purchaser will not assign this contract without Seller's prior written permission. Unless modified or waived in writing, all covenants, warranties and representations contained herein will survive the closing.

FACSIMILE/FAX AUTHORITY: Offers, acceptances and notices required by this contract delivered by Facsimile/FAX will be binding.

PURCHASER'S INITIALS 

SELLER'S INITIALS 

# SALES CONTRACT : Page 3 of 4

RE: THE PROPERTY KNOWN AS 0 Willis Rd, Ypsilanti, MI 48197, Parcel #T -20-03-300-009

THIS CONTRACT IS CONTINGENT UPON SATISFACTORY COMPLETION OF THE FOLLOWING ITEMS AS DESIGNATED. ALL CONTINGENCIES WILL BE REMOVED IN WRITING. Seller grants permission to do any inspections or test checked below. If any additional Earnest Money Deposit (EMD) is required at the removal of any contingency, the contingency will not be considered removed until the additional EMD is paid. If any contingency is not removed in writing by the required date, this contract becomes voidable. After the required date, and until the contingency is removed, either party may void the contract by written notice to the other at which time, in the absence of any dispute between the Seller and Purchaser, the earnest money will be returned in full to Purchaser. If a dispute then exists between the Seller and Purchaser, Seller and Purchaser agree that the Seller shall not release the EMD without the written consent of both parties. Only checked items apply.

FINANCING TERMS: This contract is contingent upon Purchaser qualifying for and obtaining a mortgage commitment as designated below for which Purchaser agrees to apply within \_\_\_\_\_ business days and pursue in good faith upon acceptance of this contract.

THIS FINANCING CONTINGENCY IS TO BE REMOVED BY \_\_\_\_\_  
\_\_\_\_ CONVENTIONAL \_\_\_\_\_ VA \_\_\_\_\_ RD Loan Commitment in the amount of \_\_\_\_\_  
FHA OR VA ADDENDUM MUST BE ATTACHED.

A pest inspection is required for all FHA and VA loans. Under VA regulations, pest inspections and certain other closing costs must be paid by Seller.

PRE-APPROVAL: Purchaser to provide letter of pre-approval from lender, satisfactory to Seller. This contingency to be removed by \_\_\_\_\_  
 OTHER \_\_\_\_\_

CONTRACTOR'S INSPECTION: A contractor's inspection of the property at Purchaser's expense, resulting in a report satisfactory to Purchaser. This contingency is to be removed by \_\_\_\_\_. If Purchaser objects to the results then Seller shall respond to the objections within \_\_\_\_\_ days.

RADON TEST: A radon test of the property at Purchaser's expense, resulting in a report satisfactory to Purchaser. This contingency is to be removed by \_\_\_\_\_

LEAD-BASED PAINT INSPECTION: Federal regulations require that Purchaser will have a 10-day opportunity (or other mutually agreed upon period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on residential housing built before January 1, 1978. CHOOSE ONE OF THE FOLLOWING:

A lead-based paint and/or lead-based paint hazard inspection of the property at Purchaser's expense, resulting in a report satisfactory to Purchaser. This contingency is to be removed by \_\_\_\_\_

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

PEST INSPECTION: An inspection of the property at the expense of Purchaser by a pest-inspector, resulting in a report satisfactory to Purchaser regarding the presence of any wood-destroying insect infestation or any resulting damage. This contingency is to be removed by \_\_\_\_\_

ATTORNEY APPROVAL:

Approval of contract by Seller's attorney within 5 business days from date of acceptance of this contract.

Approval of contract by Purchaser's attorney within 5 business days from date of acceptance of this contract.

Approval of a current commitment for title insurance by Purchaser's attorney. This contingency is to be removed within 3 business days from its receipt by Purchaser. Removal of this contingency will be subject to any substantive revisions to the title commitment and to a mortgage report/stake survey, if any, showing no objectionable encroachments.

Approval of condominium/association documents by Purchaser's attorney within \_\_\_\_\_ days of receipt by Purchaser. Documents to be provided by Seller at Seller's expense within \_\_\_\_\_ days of acceptance of this contract.

WELL AND SEPTIC:

Seller will provide all evaluation reports and approvals required by local governmental authority within \_\_\_\_\_ business days. This offer is contingent upon Purchaser's approval within three business days of receipt.

A well and septic inspection of the property at the expense of the Purchaser by a qualified inspector, resulting in a report satisfactory to Purchaser. This contingency is to be removed by \_\_\_\_\_

PURCHASER'S INITIALS \_\_\_\_\_



SELLER'S INITIALS \_\_\_\_\_

A handwritten signature in blue ink.

# SALES CONTRACT : Page 4 of 4

RE: THE PROPERTY KNOWN AS 0 Willis Rd, Ypsilanti, MI 48197, Parcel #T -20-03-300-009

       SALE OF PURCHASER'S PROPERTY: Check items that pertain to the sale of Purchaser's property located at \_\_\_\_\_

- Obtaining a signed sales contract on Purchaser's property by \_\_\_\_\_
- Obtaining a non-contingent signed sales contract on Purchaser's property by \_\_\_\_\_
- Closing on the sale of Purchaser's property by \_\_\_\_\_
- After Purchaser has removed all of the contingencies regarding the sale of Purchaser's property, Purchaser will be in default if Purchaser's financing contingency is not removed due to failure to sell said property. Purchaser agrees to list said property with a REALTOR within \_\_\_\_\_ business days from the date of acceptance of this contract.

       LIMITED TIME CLAUSE: This property is not being taken off the market by this contract. If a back-up contract is accepted on this property prior to the removal of all contingencies regarding the sale of Purchaser's property, Purchaser will have 72 hours from receipt of Seller's written notification to Purchaser, or Purchaser's representative, to remove all of the contingencies regarding the sale of Purchaser's property and provide written verification from lender that Purchaser does not need to sell Purchaser's property in order to obtain financing for this property. If these requirements are not met, this contract becomes void, and the back-up contract becomes primary.

       PRIVATE ROAD: The property abuts a private road which has not been accepted as a public road and is not required to be maintained by the county road commission or other public or municipal body. Seller will provide Purchaser with either a copy of a private road maintenance agreement or written confirmation that such an agreement does not exist. This contract is contingent upon purchaser's approval within \_\_\_\_\_ business days of receipt of one of the above.

       BACK-UP CONTRACT: This contract is second to a first accepted contract that contains contingencies which Seller reserves the right to extend or modify. If the first contract is terminated for any reason, this back-up contract will become primary upon receipt by Purchaser of written notification. Seller agrees to notify Purchaser in writing within 48 hours of dissolution of the first contract. For purposes of computing time limits, the date of final acceptance of this contract shall be deemed to be the date on which Purchaser receives written notice. Purchaser may withdraw this back-up contract at any time prior to receipt of notification of dissolution of the first contract.

  X   OTHER: This contract is contingent on Purchaser performing a perk test on the property within 10 business days with results acceptable to Purchaser.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEFAULT: If Purchaser defaults, Seller may elect to claim the earnest money as liquidated damages. If either Seller or Purchaser defaults, the damaged party may pursue any legal and equitable remedies. TIME IS OF THE ESSENCE FOR THE PERFORMANCE OF THIS CONTRACT.

DISPUTE RESOLUTION: The Michigan Association of REALTORS and Construction Arbitration Services have established an arbitration service for resolving disputes arising from real estate transactions. Seller and Purchaser have been advised that the MAR/CAS Dispute Resolution Agreement exists. This program is one of several alternatives for resolving disputes.

Purchaser Signature:

 dotloop verified  
03/07/25 1:25 PM EST  
MBIQ-LTJ6-VCAW-WPXJ

Date

Seller Signature:

 3-28-2025

Date

\_\_\_\_\_  
Date

 3-28-2025

Date