

Community Services Area
Planning & Development Services Unit
301 East Huron, P.O. Box 8647,
Ann Arbor, Michigan 48107-8647
Cstrong@a2gov.org

DANGEROUS BUILDING NOTICE AND ORDER

April 1, 2016

BY CERTIFIED MAIL, FIRST CLASS MAIL, & POSTING

Estate of Jeanette D. Willis 401 W Oakbrook Apt 147 Ann Arbor, MI 48103-6428

Re:

2460 Yost Blvd, Ann Arbor, Michigan

Parcel Identification Number 09-12-02-405-018

Dear Property Owner:

Records of the Ann Arbor City Assessor and the Washtenaw County Register of Deeds indicate that the Estate of Jeanette D. Willis is the owner of the property located at 2460 Yost Blvd, but that communication is to be sent to the address on Oakbrook listed above. The property is more fully described in the Assessor's Records as follows:

LOT 27 PITTSFIELD PARK NO. 2

This letter is to provide notice that the City finds that the building on the property is a dangerous building as defined in provisions of **Section 8:382** of **Chapter 101** of the Ann Arbor City Code, including but not limited to subsection 10. A copy of Chapter 101 is enclosed. Specific defects that render the building[s] dangerous include, but are not limited to, the following:

• Building has been unoccupied for 180 days or more without being listed for sale or lease.

It is requested that you contact the Building Official by the end of the business day on April 14, 2016, to discuss your intentions for demolishing the building or to provide proof satisfactory to the City Attorney that the property is <u>actually listed</u> for sale or lease.

Mr. James Daniel provided us with a copy of a contract to sell between Marci Childs and a realtor. It came to our attention earlier this week that the realtor is not fully authorized to list the property. We note also that the copy sent to us is not signed by the seller.

If there are any other parties known to the City who may have an interest in your property, a copy of this Notice and Order is being sent by certified and first class mail to the addresses indicated below.

Failure to respond and/or to remedy the violations will result in a recommendation for you to appear at a future meeting of the Building Board of Appeals.

Because of the immediacy of these health and safety concerns, it is highly recommended that a dialogue be initiated at the earliest instance between the property owner/parties in interest and the Building Official. I can be reached by email or telephone.

Sincerely.

Craig Strong, Building Official

City of Ann Arbor Construction Services

(734) 794-6000, ext 42660, cstrong@a2gov.org

Enclosure (Dangerous Buildings Ordinance)

cc (w/ enclosure) by certified and first class mail to:

Marci Childs 1398 Haybrooke Dr Gahanna, OH 43230-6428 James H. Daniel Daniel & Daniel 535 Griswold St Ste 111-270 Detroit, MI 48226-3604

cc (w/enclosure) by first class mail to:

James Daniel 20317 Glastonbury Road Detroit, MI 48219

cc: Derek Delacourt, Community Services Area Administrator Kristen D. Larcom, Senior Asst. City Attorney



Office of The City Attorney

CITY OF ANN ARBOR, MICHIGAN

301 E. Huron St., P.O. Box 8647, Ann Arbor, Michigan 48107-8647
Phone (734) 794-6170
FAX (734) 994-4954
www.a2gov.org

March 11, 2016

BY FIRST CLASS MAIL & EMAIL (jamez48det@aol.com)

James H. Daniel Daniel & Daniel 535 Griswold St Ste 111-270 Detroit, MI 48226-3604

Re:

2460 Yost Blvd, Ann Arbor, Michigan

Parcel Identification Number 09-12-02-405-018

Dear Mr. Daniel:

At the Ann Arbor Building Board of Appeals meeting on March 18, 2016, at 1:30 p.m. City staff will report on the condition of the above-referenced property that was previously determined to be a "dangerous building" under City Code. If you have any information for the Board, please plan to attend and/or send me written communication to pass on to Board members. The meeting is in City Council Chambers, which is on the 2nd floor of Ann Arbor City Hall at 301 East Huron in Ann Arbor.

The house continues to be considered a dangerous building because, to our knowledge, it is not listed with a licensed realtor for sale or lease. Specifically, the definition of "dangerous building" in Code Section 9:382 includes a building that "remains unoccupied for a period of 180 consecutive days or longer, and is not listed as being available for sale, lease, or rent with a real estate broker licensed under the state occupational code." A copy of the ordinance is enclosed.

It is hoped that you will be able to list the property by next Friday. If not, it will be necessary to resume proceedings with the recommendation of demolition.

Please do not hesitate to contact me if you have any questions.

2,,

Kristen D. Larcom

Senior Assistant City Attorney

Enc.

- Development Services Unit in writing not more than 30 days after the dwelling no longer qualifies for this exception.
- (c) A new building or new structure under construction that meets all of the following conditions: 1) has a valid building permit, 2) demonstrates that significant and continuous progress is being made toward completion, 3) secures the property and takes all other necessary safety precautions, and 4) otherwise complies with this chapter and all applicable laws, ordinances, and regulations.

In the case of a single family dwelling only that is deemed dangerous under this subsection only, the city will send notice by first class mail to the owner or agent as indicated by the records of the City Assessor that administrative or other legal proceedings under this subsection may be commenced against the owner in 10 business days after the notice is mailed.

(Ord. No. 41-05, § 3, 10-17-05)



Community Services Area
Planning & Development Services Unit
301 East Huron, P.O. Box 8647,
Ann Arbor, Michigan 48107-8647
Phone: (734) 794-6261
Fax: (734) 994-8460

September 17, 2015

Jeanette D. Willis C/O: James Daniel Marcea Childs 2460 Yost Blvd Ann Arbor, MI 48103

Re:

2460 Yost Blvd, Ann Arbor, Michigan

Parcel Identification Number ("PIN"): 09-12-02-405-018

Dear Property Owner and Ms. Childs & Mr. Daniel:

Please consider this as a reminder to attend the Ann Arbor Building Board of Appeals meeting for the Dangerous Building Notice and Order for the conditions at 2460 Yost Blvd.

The meeting will take place on Thursday, September 24, 2015 at 1:30 PM on the 2nd floor of City Hall in the Council Chambers. Please bring materials and interested parties to the meeting if needed.

Sincerely.

Craig Strong, Building Official

City of Ann Arbor Construction Services

cstrong@a2gov.org



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BUILDING BOARD OF APPEALS MEETING SEPTEMBER 24, 2015 NOTICE OF CONTINUATION

September 1, 2015

BY CERTIFIED MAIL, FIRST CLASS MAIL

Marcea Childs 1398 Haybrooke Dr Columbus, OH 43230

RE: 2460 Yost Blvd, Ann Arbor, Michigan 48104 Parcel Identification Number ("PIN"): **09-12-02-405-018**

Dear Ms. Childs:

This letter serves as a Notice of Continuation for Building Board of Appeals Hearing agenda item **BBA14-0763** presented **to the Board** on July 29, 2015. Per the motion at the time of the BBA meeting, The owner shall commence the necessary work by contacting the building official by August 14, 2015, regarding requirements for obtaining necessary permits, and to complete the work by September 11, 2015, unless otherwise extended by the building official for purposes of compliance. If the owner fails to comply with this order the City will cause the building to be demolished.

The owner/responsible party will be allowed the opportunity to provide the Board with updates of progress and present a plan of action.

The meeting will take place on **September 24**, **2015** at **1:30 p.m**. on the 2nd floor City Council Chambers in the Ann Arbor City Hall.

The Ann Arbor City Hall is located at 301 East Huron, Ann Arbor, Michigan.

If you have any questions please contact me by email.

Craig Strong, Building Official

City of Ann Arbor Construction Services

CStrong@a2gov.org



Community Services Area Planning & Development Services Unit 301 East Huron, P.O. Box 8647, Ann Arbor, Michigan 48107-8647 Phone: (734) 794-6261

Phone: (734) 794-6261 Fax: (734) 994-8460 cstrong@a2gov.org or Building@a2gov.org

DANGEROUS BUILDING ORDER TO SHOW CAUSE ON May 14, 2015

May 6, 2015

BY CERTIFIED MAIL, FIRST CLASS MAIL, & POSTING

Jeanette D. Willis c/o Marcea Childs 2460 Yost Blvd Ann Arbor, MI 48103

Re.

2460 Yost Blvd, Ann Arbor, Michigan

Parcel Identification Number 09-12-02-405-018

Dear Property Owner and Ms. Childs:

A Dangerous Building Notice and Order, a copy of which is enclosed and made part of this Order to Show Cause, was served on you on the date indicated informing you that the building that you own and/or have an interest in at the above-referenced address is a dangerous building, as defined in Section 8:382 of the Ann Arbor City Code. Your building was deemed dangerous pursuant to the provisions listed in the enclosed Notice and Order due to the conditions listed therein.

Inspection reveals that you have not undertaken the work necessary to demolish the building or to otherwise make it safe.

Therefore, this is your notice that a public hearing, which you and/or your attorney are ordered to attend, will be conducted by the Ann Arbor Building Board of Appeals on May 14, 2015, at 1:30 p.m. on the 2nd floor City Council Chambers in the Ann Arbor City

Hall. At the hearing you will have an opportunity to show cause why you should not be required to demolish or otherwise make safe the building at the above-referenced address, which is more specifically described as follows:

LOT 27 PITTSFIELD PARK NO. 2

The Building Board of Appeals will take your testimony and the testimony of any other interested persons. Please bring any evidence you wish to submit to the Board.

A copy of this Dangerous Building Order to Show Cause is being filed with the Washtenaw County Register of Deeds. If there are any other parties known to the City who may have an interest in your property, a copy is also being sent by certified and first class mail to the addresses indicated below.

The Ann Arbor City Hall is located at 301 East Huron, Ann Arbor Michigan.

If you have any questions please contact me by e-mail or phone.

Sincerely,

Craig Strong, Building Official

City of Ann Arbor Construction Services

(734) 794-6000, ext 42660, cstrong@a2gov.org

Enclosures

cc (w/enclosure) by certified and first class mail to:

Marcea Childs 1398 Haybrooke Dr Columbus, OH 43230

cc: Sumedh Bahl, Community Services Area Administrator Kristen D. Larcom, Senior Asst. City Attorney

Greater Metropolitan Association of REALTORS® EXCLUSIVE RIGHT TO SELL CONTRACT

REALTOR®/BROKER FIRM: Vasileff Realty Address of Firm: 1300 Lafayette East Ste M3 Detroit MI 48207	SELLER'S NAME: Marci Childs Seller's Home Address: 1398 Haybr ook Dr. Gahanna, Oh 43230				
Phone#: (313) 259-3131	Phone#: Home 313 516 5717 Bus.				
1. CONSIDERATION AND TERM OF CONTRACT: This Agreement is entered the above mentioned REALTOR®/BROKER ("THE REALTOR/BROKER") and to of the REALTOR*/BROKER to market the Property hereinafter described a REALTOR*/BROKER the exclusive right to sell the Property from 03/1	nd to use the best efforts to find a BUYER, the SELLER grants to the				
2. PROPERTY DESCRIPTION: Residential Condominium Multi-Property is located in the Village Township City of Ann Assets (street address) 2460 YOST (zip code) 48	Family Commercial/Industrial Vacant Onther				
(the "Property"). This Property is being sold together with all improvements and app in appliances, all window treatments including hardware attached floor coverings, and storm windows and doors, landscaping, fences and mailboxes, all ceiling fans, alarm rented), water pumps, pressure tanks, fuel in tank, incinerator, if	iched fireplace doors, screens, gas logs, garage door opener and controls, screens, system, radio and television antennas, rotors and controls, water softener (unless				
SELLER excludes the following items:					
PRICE/TERMS: SELLER agrees to sell the Property for the sum of \$ LISTING FORM, of this contract or upon such terms and conditions as the SI days after closing of the sale, subject to the rights of tenants. Should required to pay a daily rate of \$ 0.00 or such other terms and conditions.	SLLER may hereafter accept. SELLER to deliver possession not later than SELLER not deliver possession of the Property at the closing, SELLER shall be				
4. COMMISSION: SELLER agrees to pay the REALTOR®/BROKER a commission of \$\ or6\% of the sale price upon the consummation of the sale. The commission will be due and payable if a BUYER is obtained for the Property by anyone, including the SELLER, during the term of this contract at the price and terms set forth herein, or upon any other price and terms agreed upon by the SELLER, FURTHER, said commission will be paid if: a) the SELLER refuses to sell when a ready, willing and able BUYER is produced at price and terms. b) the SELLER refuses or is unable to complete a sale pursuant to the terms of a duly executed Offer To Purchase, Purchase Agreement, Contract of Sale, or such other equivalent agreement signed by SELLER. c) the SELLER, or anyone, sells (or enters into a contract to sell or receives a deposit) within					
5. <u>DEFAULT:</u> If a sale is not consummated because of the SELLER'S refusal to pe is not consummated because of the BUYER'S failure to perform and the deposit me exceed the full commission, shall be retained by the REALTGR®/BROKER in full pa	ide is forfeited, SELLER agrees that% of the deposit, not to				
6. OPTION: The SELLER agrees that the commission will be due and payable to during the term of this contract or the protection period as provided upon the consuconsummated, the agreed upon commission will be paid to the REALTOR®/BROKE	mmation of the sale/purchase pursuant to the option. If option is exercised and				
7. CONSIDERATION NEGOTIATION: The SELLER and REALTOR®/BROK between themselves and that the commission to be paid by the SELLER in considerat to be paid was not fixed, controlled, recommended or maintained by any other person(s	tion of services to be performed by the REALTORE/BROKER and commission				
8. MULTI-LIST/COOPERATION: The SELLER acknowledges that the service compensation to other Participants has been fully explained and the REALTOR®/BR may represent the BUYER even though paid by REALTOR®/BROKER.	ces of the Multiple Listing Services(s) and the offering of cooperation and OKER is authorized to multiple list the Property, and the Cooperating BROKER				
The SELLER authorizes the REALTOR®/BROKER to provide to the Multiple to timely notice of status changes in this contract and sales information including selficlosing. The Multiple Listing Service(s) is authorized to disseminate the REALTOR*/BROKER release the Multiple Listing Service(s) from any liability fourthorizes the REALTOR®/BROKER to offer cooperation as provided by the Multiple Listing Service(s) from the M	ng price and terms upon the acceptance of an Offer to Purchase or any time after information according to its rules and regulations. The SELLER and or errors and omissions in the listing information disseminated. The SELLER ple Listing Service(s) either through the Multiple Listing Service(s) or otherwise sation paid to a cooperating BROKER will be paid from the commission due the				

Instan t forms 9. AGENCY: SELLER acknowledges that the REALTOR®/BROKER has explained to SELLER the REALTOR®/BROKER policy on agency, disclosed to SELLER the different types of real estate agency relationships, and that REALTOR®/BROKER will be acting as the agent for the SELLER. Receipt of an Agency Disclosure is acknowledged by SELLER.

SELLER further grants the REALTOR®/BROKER the authorization to act as a disclosed dual agent in the event any licensee of the REALTOR®/BROKER procures a BUYER who has contracted with the REALTOR®/BROKER as BUYER'S agent.

SELLER authorizes REALTOR®/BROKER to show potential BUYER'S properties other than the SELLER'S Property and provides BUYER'S with information on selling prices in the area.

- 10. <u>TITLE:</u> SELLER represents the title Property to be good and marketable, and SELLER will execute and deliver a Warranty Deed, Land Contract, or other instrument of assignment or conveyance as shall be required. By agreement on subsequent Purchase Agreement, SELLER will furnish an owner's title insurance policy with standard exceptions. Any deed required shall have full covenants of warranty and conveyance thereunder and shall be free of all encumbrances and liens except restrictions, easements, reservations and covenants of record and (e.g. special assessments):
- 11. SHOWING/SIGNS: REALTOR®/BROKER is hereby authorized to photograph the Property and publish such photographs, retain a key, and cause a sign to be erected on the Property and to remove all other "for sale" signs. REALTOR®/BROKER shall have access to the buildings on the Property for the purpose of showing the same at reasonable hours.

ADVERTISING: REALTOR®/BROKER is authorized to place Property information on the Internet and to otherwise advertise the Property for sale.

SELLER shall indemnify and hold harmless BROKER and BROKER'S agents and subagents from any and all liability for any reason as a result of injury to person(s) or damage or loss to property arising out of the showing of SELLER'S home pursuant to this listing.

- 12. LOCK BOX: The REALTOR®/BROKER Q is Q is not authorized to attach a lock box to be used for the purposes of storing key(s) that provide access to the Property by authorized persons. SELLER acknowledges that the lock box is not a security system and agrees to release and hold harmless REALTOR®/BROKER and any agents or subagents of REALTOR®/BROKER from any liability whatsoever arising from the use of the lock box to provide access to the Property.
- 13. MARKET: Upon SELLER'S written acceptance of the terms of any Offer to Purchase, Purchase Agreement, Contract of Sale, or equivalent, the REALTOR®/BROKER shall not continue to market the Property nor present any other offers received after the time of acceptance.
- 14. REFERRAL: SELLER agrees to refer to REALTOR®/BROKER all inquires concerning the Property during the period of this contract.
- 15. CITIZENSHIP: SELLER is a United States citizen.

 Yes

 No
- 16. HEIRS: This contract shall bind the heirs, personal representatives, administrators, executor's assigns and successors of the respective parties.
- 17. NON-DISCRIMUNATION: It is agreed by REALTOR®/BROKER and SELLER that discrimination because of race, religion, color, national origin, sex, martial status, age, height, weight, or physical or mental disability, or familial status, with the sale of the subject Property is PROHIBITED.
- 18. INFORMATION: SELLER agrees to provide REALTOR®/BROKER or BUYER with all information required by any law.
- 19. MARKETABLE TITLE: The SELLER(S) represent and warrant that they are the exclusive holders of the interest to be conveyed hereunder, or that they are the duly authorized agents of the holders of said interest and are specifically empowered to enter into this contract and to convey the interest set forth.
- 20. BINDING CONTRACT: This contract shall be binding upon execution by SELLER(S) or SELLER(S) agents and REALTOR®/BROKER or the agent of the REALTOR®/BROKER.
- 21. <u>COPYRIGHT & EXCLUSIVE USE</u>: The Selfer hereby consents to taking pictures and/or video of the property and consents to the untimited and perpetual use of such Visual Media by Broker or any of Broker's designees. "Use" shall include, without limitation, the reproduction, modification, adaption, publishing, creation and derivative works from, distribution and display all Visual Media throughout the world in any format. Furthermore Seller hereby irrevocably assigns, transfers, sets over and conveys to Broker all of Seller's rights, title and interest in and to certain photographs and or video of the property taken by the Seller and provided to the Broker willingly, including without limitation, the right to grant permission to republish the Visual Media in whole or in part and the right to republish the Work in any format throughout the world.

22.	OTHER:	gamestering with the live is not of the particular and the confidence of	the same transferences of \$100 to the termination of \$100 to the same of \$100 to the s
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23. ACKNOWLEDGMENT: The SELLER has read, acknowledges, and accepts the terms of this contract and has received a completed copy of this contract.

This contract is for use by Regicomp Subscribers. Use by any other party is illegal and voids the



RESIDENTIAL / CONDO LISTING FORM





*Required Fields SUPPORT@REAL	.COMP.COM • FAX: (24	8) 699-0331 • PHON		MLS#	
*11ST AGENT ID # 102950	*AGENT PHONE	3135066538			
*LIST OFFICE ID # 194837 *CONTACT NAME James Hall					
CONTACT NAME James Hall	CONTACT PHONE	3135066538			
CO-LISTER ID#	CO-LISTER PHON				
*ESINGLE FAMILY RESIDENTIAL CONDOMINIL			* MSALE DL	.EASE (also complete the	Lease Addendum form)
M APPOINTMENT/LOCKBOX	*OWNERSHIP Maximum 1 choice BANK OWNED CORPORATE/RELO. FANNIE MAE/FREDDIE GOVERNMENT PRIVATE	E MAÇ			YESXNO
*COUNTY Washtenaw *PROPERTY ID	091202405018		*AREA # 04	092 MAP CC	ORDINATES Y -14
'ADDRESS 2460 'STREET # ST DIR	YOST	*STREET NAME		STREET TYPE POS	T DIR SIDE OF STREET
UNIT/SUITE #(condo only) BUILDING # .	(condo only)				
** ECITY U VILLAGE TOWNSHIP *MUNICIPALITY NAME	Ann A	rbor 'Mailing City N	AME	MI 48104 "STATE ZIP COL	E ZIP + 4
*Onorth Wahtenaw *Deast US23 Misouth *North/south cross street					
*DIRECTIONS South of Washtenaw/ nor	th of Packard				
*LEGAL DESCRIPTION LOT 27 PITTSFIELD	PARK NO 2				
*TAXES 1135.00 1500.0069 *SUMMER TAXES 'WINTER TAXES	SPECIAL ASSESSMEN	T AMOUNT AND REAS	ON ARE	TAXES HOMESTEAD?	YESNO
SUBDIVISION PITTSFIELD PARK SUB NO	2	*SCHOOL DIST	RICT Ann Arbon		
*LOT DIMENSIONS 69 x 111 x 69 x 111 FRONT X LEFT X BACK X F	RIGHT X OTHER (reside	FR	ONTAGE FEET 69	asidential only)	RES(residential only)
No maximum CORNER LOT CONSTRUCTION TO START UPON SALE FARM (res only) MODEL FOR SALE GOLF COMMUNITY MODEL NOT FOR SALE GOLF FRONTAGE NEW CONSTRUCTION HILLY-RAVINE PERMIT READY TRREGULAR PLATTED SUB LAKE VIEW QUICK DELIVERY HOME	Maximum 3 choicas CANAL FRONTAGE CHEEK LAKE FRONTAGE LAKE/RIVER PRIV.	WATER FEATURES No maximum ALL SPORTS LAKE BOAT FACILITIES DOCK FACILITIES SEA WALL SWIM ASSOC.	*ROAD No maximum GRAVEI. GRAVEI. PAVED PRIVATE PUBLIC SIDEWALK	*WATER Maximum 2 choices 3RD PARTY/ UNKNOWN COMMUNITY MUNICIPAL WATER WATER AT STREET WELL-EXISTING OTHER/NONE	*SEWER Maximum 2 choices 3RD PARTY/ UNIKNOWN COMMON SEPTIC SEPTIC-EXISTING SEWER AT STREET SEWER-SANITARY
% WOODED SOIL TYPE . % TILLABLE					









