Real Estate Bidder's Packet

Lyle G. Hoskins Estate
467 Acres in Kalamazoo and Calhoun Counties









Wednesday, December 21- 1 PM

Auction held at: Leroy Township Community Building: 8146 4 Mile Rd, East Leroy, MI

Miedema Auctioneering, Inc
1800lastbid.com
601 Gordon Industrial Court, Byron Center, MI 49315
1-800-LASTBID (527-8243)

MIEDEMA AUCTIONEERING & APPRAISALS, INC.

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NOTICE TO ALL BIDDERS

The information included in this Bidders Packet is a summary of information available from a number of sources, most of which have not been independently verified. This summary has been provided only for the use of prospective bidders at the Public Auction to be held. It is supplied for whatever assistance it may provide in answering questions, however,

ALL INFORMATION AND OPINIONS ARE SUPPLIED WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, WHATSOEVER.

Prospective bidders are advised to avail themselves of the land and tax records of the county the real estate is located in and the State of Michigan and to make an inspection of the premises on their own behalf; consulting whatever advisor they may feel appropriate.

The property for sale will be auctioned in an "AS IS", "WHERE IS" condition and neither Miedema Auctioneering, Inc., the sellers, nor their respective agents make any express or implied warranties of any kind. The descriptions and conditions listed in this and other advertising materials are to be used as guidelines only and are not guaranteed.

NEW DATA:

New data, corrections, or changes could be made after the printing of this brochure. Please arrive prior to the start of the Auction to inspect and consider any new information and changes.

PROCEDURE FOR PURCHASING AT AUCTION

Thank you for your interest in this Auction! If you are unfamiliar with buying real estate at a Miedema Auctioneering, Inc. auction, following are some guidelines to make participating easy and fun.

REGISTRATION:

1. Upon arriving at the auction site, please proceed to the Auction office/registration table.
2. In order to register, you will need to supply your driver's license to the Miedema Auctioneering agent assisting you.
3. Once the Miedema Auctioneering agent has completed your registration and you have signed the Auction terms, the Miedema Auctioneering agent will provide you with your bidding number and any additional information relevant to the Auction.

BIDDING:

Bidding is a very simple process. It is very important to listen closely to the auctioneer. When the auctioneer is calling out bids to the crowd, you can bid by any of the following ways:

1. Raising your bid card in the air,
2. Shouting your bid out to the auctioneer verbally,
3. Having one of the auction staff place your bid for you, or
4. Communicating a signal to the auctioneer that has been arranged prior to the auction.

Conduct of the auction and increments of bidding are at the direction and discretion of the auctioneer. The auction staff will chart the progress of the auction on the auction boards for the entire crowd to see. Bids in the winning position will be indicated by a red asterisk or star on the auction boards. It is important for you to pay attention to the auction boards, since the boards show the current standings of all bidders involved in the auction.

Announcements made by the auctioneer at the time of sale take precedence over all printed materials. If you have any questions at the auction about the property, procedures, or anything else, do not hesitate to ask. We will be happy to help in any way we can. To provide the best service to you, please ask your questions prior to the bidding. Once the bidding has begun, we will maintain the flow and integrity of the auction; therefore, it would be very difficult to stop and answer lengthy questions.

CONCLUSION:

When the auctioneer announces the conclusion of the bidding and announces that the parcels are "Sold", the winning bidder(s) will immediately be required to sign the Buy/Sell Agreement and post the proper deposit. If you are the successful buyer, copies of your completed and signed Buy/Sell Agreement(s) will be provided to you for your record.

HOW THE AUCTION WILL BE CONDUCTED

The auction will be conducted in such a way that will allow bidding on individual parcels and bidding on any combination of parcels throughout the Auction. The bids and buyer's numbers will be written on the boards for everybody's viewing. We will start out by offering the parcels individually. Then we will allow combination bids. This is a very fair way to allow buyers the opportunity to buy as they desire.

The winning bids will most likely change throughout the Auction as different combination bids are taken. The bids that are currently in the winning position will be noted with a red asterisk next to the buyer number. No parcel of Real Estate is sold until the entire Auction is over and the Auctioneer announces the Auction is complete.

It is important to know that if you have placed a bid, do not leave the Auction until the bidding is closed, because there are times when a person's bid was not part of the winning combination for a while and then when a new bidder puts in a new combination, that first person's bid was not part of the winning bid. You may be brought back into a winning position because of the bidding of others. Please stay until the Auction is completed.

Near conclusion of the Auction, when bidding has slowed, we will give a time limit for a bid. If we do not receive a bid, the Auction will end. If we do receive a bid, we start a new time limit to allow the bidders who were knocked out at the last minute the opportunity to bid again.

We have plenty of bid assistants to help you during bidding. If you have any questions about what you would need to bid in order to be in the winning position, or if you have any other questions, please ask any of the MIEDEMA AUCTIONEERING, INC. TEAM.

Thank you for your consideration.

Miedema Auctioneering, Inc.

Land Auction
467 Acres – Lyle G. Hoskins Estate
Auction Announcements

1. Auction will be held Wednesday, December 21 beginning at 1 PM at the Leroy Township Community Building, 8146 4 Mile Rd, East Leroy, MI. Doors open at noon for registration.

2. A 10% non- refundable deposit will be required immediately at the conclusion of the auction from the buyers. This can be paid via a good company or personal check.

3. Seller will pay the property tax bill due in February 2017 with no proration. Buyer will pay all property taxes thereafter.

4. A survey has been completed for parcels 1 & 2 only. The $500 per parcel cost of the survey will be the cost of the buyer, payable at closing.

5. Per the Michigan PA 288 of 1967, as amended by P.A. 87 of 1997, Seller will transfer without warranty to Buyer the right to divide the Property purchased hereunder as follows:

   Parcel 1 – zero (0) land divisions Parcel 2 – Fourteen (14) land divisions
   Parcel 3 – all available land divisions Parcel 4 – all available land divisions
   Parcel 5 – all available land divisions Parcel 6 - all available land divisions
   Parcel 7 - all available land divisions Parcel 8 - all available land divisions
   Parcel 9 - all available land divisions Parcel 10 - all available land divisions
   Parcel 11 - all available land divisions Parcel 12 - all available land divisions
   Parcel 13 - all available land divisions Parcel 14 - all available land divisions
   This is subject to compliance with the Act. Seller and Auction Company make no representation as to the effect local zoning ordinances or regulations may have on Buyer's ability to divide the Property at all. Buyer acknowledges that local laws may differ and be more restriction and not allow Buyer to divide the Property into smaller parcels.

6. Open House Dates:

   a. You may walk the vacant land at any time
   b. The home and buildings will be open for inspection:
      i. Saturday, December 10- 11am- 1pm
      ii. Tuesday, December 13- 2pm- 4pm

7. Internet bidding is available to pre-qualified bidders. You must pre-qualify by December 9. Call Donna at 1-800-527-8243.

8. There is NO Buyer's Premium charged.

Property Information

Offered in individual parcels, in any combination of parcels or in its entirety.

Parcel # 1: Home & Buildings on Approximately 10 Acres

This is the Hoskins homestead. Nice location with lots of building space for storage or potential income. Frontage on ½ Mile Road. Large yard with mature trees. Includes 2 story home with 2 stall garage, older grain system with dryer and 6 bins, 4 pole buildings and 3 silos. Outstanding opportunity to update and remodel for your dream home.

Parcel # 2: +/- 145 Acres of Farm Land

Nearly all tillable land. Frontage on ½ Mile Road, E Drive South and D Drive South. Purchase with Parcel 1 and own the whole quarter section. Parcels 1 & 2 are located at 9765 ½ Mile Rd, Climax, MI.

Parcel # 3: +/- 78 Acres of Farm Land

Nearly all tillable land. Frontage on D Drive South and 1 ½ Mile Rd

Parcel # 4: +/- 135 Acres of Land

Approximately 90 Acres tillable land. Frontage on PQ Ave and D Drive South. Located on PQ Ave at the Calhoun & Kalamazoo County Line.

Parcel # 5: +/- 100 Acres of Land

Approximately 55 Acres are tillable. Center pivot belongs to previous renter and is not included. Frontage on E South Ave. Located on E South Ave, 1 mile West of 48th St (Calhoun/ Kalamazoo County Line).

Driving Directions

Directions to Main Farm:

From I-94, take exit 98A South on M66, turn right onto D Drive South, then West to ½ Mile Rd., then South, and auction is on the right. Address: 9765 ½ Mile Rd., Climax, MI 49034.

Directions to Auction Site:

Auction will be held at Leroy Township Building: 8146 4 Mile Rd, East Leroy, MI. From I-94, take exit 95, go South on Helmer Rd S, East on Beckley Rd, South on Sonoma Rd which turns into 4 Miles Rd. Destination is on the left.

Parcel # 2

Soil Map—Calhoun County, Michigan, and Kalamazoo County, Michigan



Map Scale: 1:6,270 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 50 100 200 300

Feet: 0 300 600 1200 1800

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

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MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Calhoun County, Michigan
Survey Area Data: Version 13, Sep 21, 2016

Soil Survey Area: Kalamazoo County, Michigan
Survey Area Data: Version 11, Sep 21, 2016

Your area of interest (AOI) includes more than one soil survey area. These survey areas may have been mapped at different scales, with a different land use in mind, at different times, or at different levels of detail. This may result in map unit symbols, soil properties, and interpretations that do not completely agree across soil survey area boundaries.

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 13, 2011—Oct 3, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background

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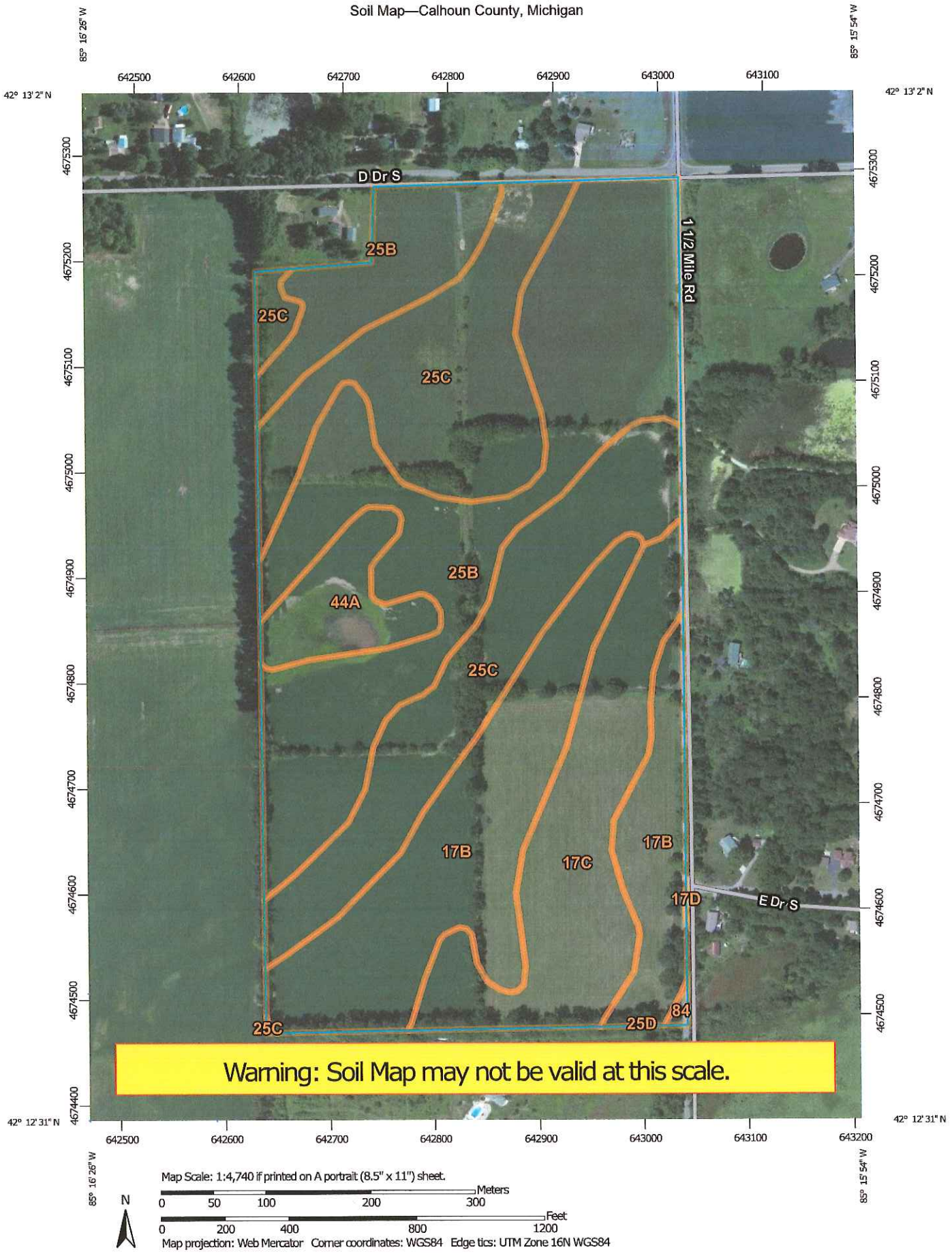
Map Unit Legend

Calhoun County, Michigan (MI025)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
4	Adrian muck, 0 to 1 percent slopes	9.0	5.9%
5	Palms muck	10.1	6.6%
14B	Bronson sandy loam, 0 to 6 percent slopes	8.5	5.6%
16B	Oshtemo sandy loam, 0 to 6 percent slopes	3.5	2.3%
25A	Kalamazoo loam, 0 to 2 percent slopes	73.7	48.7%
25B	Kalamazoo loam, 2 to 6 percent slopes	4.1	2.7%
33B	Riddles loam, 0 to 6 percent slopes	10.8	7.1%
43B	Brady sandy loam, 1 to 4 percent slopes	3.2	2.1%
45A	Sleeth loam, 0 to 2 percent slopes	20.9	13.8%
63	Gilford fine sandy loam, 0 to 2 percent slopes, gravelly subsoil	5.3	3.5%
65	Sebewa loam, 0 to 2 percent slopes	2.1	1.4%
Subtotals for Soil Survey Area		**151.1**	**99.8%**
Totals for Area of Interest		**151.3**	**100.0%**

Kalamazoo County, Michigan (MI077)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
Gd	Gilford sandy loam, 0 to 2 percent slopes, gravelly subsoil	0.1	0.1%
KaB	Kalamazoo loam, 2 to 6 percent slopes	0.0	0.0%
RdB	Riddles loam, 2 to 6 percent slopes	0.1	0.0%
SeA	Sleeth loam, 0 to 3 percent slopes	0.1	0.0%
Subtotals for Soil Survey Area		**0.2**	**0.2%**
Totals for Area of Interest		**151.3**	**100.0%**

Parcel #3

Soil Map—Calhoun County, Michigan



MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov
Coordinate System: Web Mercator (EPSG:3857)

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Soil Survey Area: Calhoun County, Michigan
Survey Area Data: Version 13, Sep 21, 2016

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 13, 2011—Oct 3, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

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Map Unit Legend

Calhoun County, Michigan (MI025)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
17B	Boyer sandy loam, 0 to 6 percent slopes	16.7	21.3%
17C	Boyer sandy loam, 6 to 12 percent slopes	10.7	13.7%
17D	Boyer sandy loam, 12 to 18 percent slopes	0.0	0.0%
25B	Kalamazoo loam, 2 to 6 percent slopes	25.7	32.8%
25C	Kalamazoo loam, 6 to 12 percent slopes	21.5	27.6%
25D	Kalamazoo loam, 12 to 18 percent slopes	0.0	0.0%
44A	Matherton loam, 0 to 3 percent slopes	3.4	4.3%
84	Histosols and Aquents, ponded	0.1	0.1%
Totals for Area of Interest		**78.2**	**100.0%**

Parcel 4

Soil Map—Calhoun County, Michigan, and Kalamazoo County, Michigan



Map Scale: 1:6,270 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 50 100 200 300

Feet: 0 300 600 1200 1800

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

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Please rely on the bar scale on each map sheet for map measurements.

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Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov
Coordinate System: Web Mercator (EPSG:3857)

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Survey Area Data: Version 13, Sep 21, 2016

Soil Survey Area: Kalamazoo County, Michigan
Survey Area Data: Version 11, Sep 21, 2016

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Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

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14

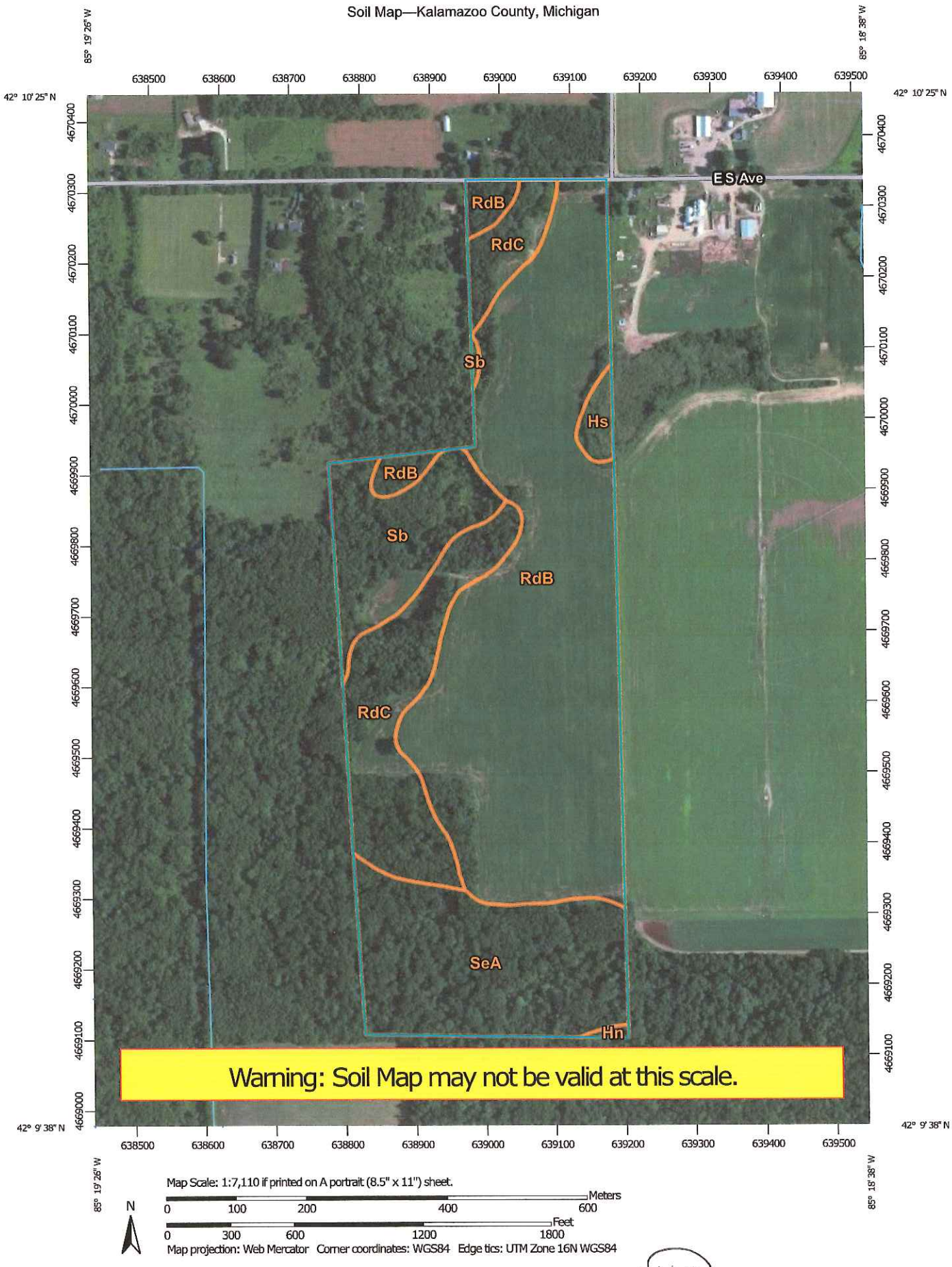
Map Unit Legend

Calhoun County, Michigan (MI025)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
33B	Riddles loam, 0 to 6 percent slopes	0.0	0.0%
Subtotals for Soil Survey Area		**0.0**	**0.0%**
Totals for Area of Interest		**138.4**	**100.0%**

Kalamazoo County, Michigan (MI077)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
Ad	Adrian muck, 0 to 1 percent slopes	26.0	18.8%
Gd	Gilford sandy loam, 0 to 2 percent slopes, gravelly subsoil	3.1	2.3%
KaB	Kalamazoo loam, 2 to 6 percent slopes	0.7	0.5%
RdB	Riddles loam, 2 to 6 percent slopes	46.3	33.4%
Sb	Sebewa loam, 0 to 2 percent slopes	15.2	11.0%
SeA	Sleeth loam, 0 to 3 percent slopes	47.1	34.0%
Subtotals for Soil Survey Area		**138.4**	**100.0%**
Totals for Area of Interest		**138.4**	**100.0%**

Parcel 5

Soil Map—Kalamazoo County, Michigan



Map Scale: 1:7,110 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 100 200 400 600

Feet: 0 300 600 1200 1800

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

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MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other

Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

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Soil Survey Area: Kalamazoo County, Michigan
Survey Area Data: Version 11, Sep 21, 2016

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 13, 2011—Oct 3, 2011

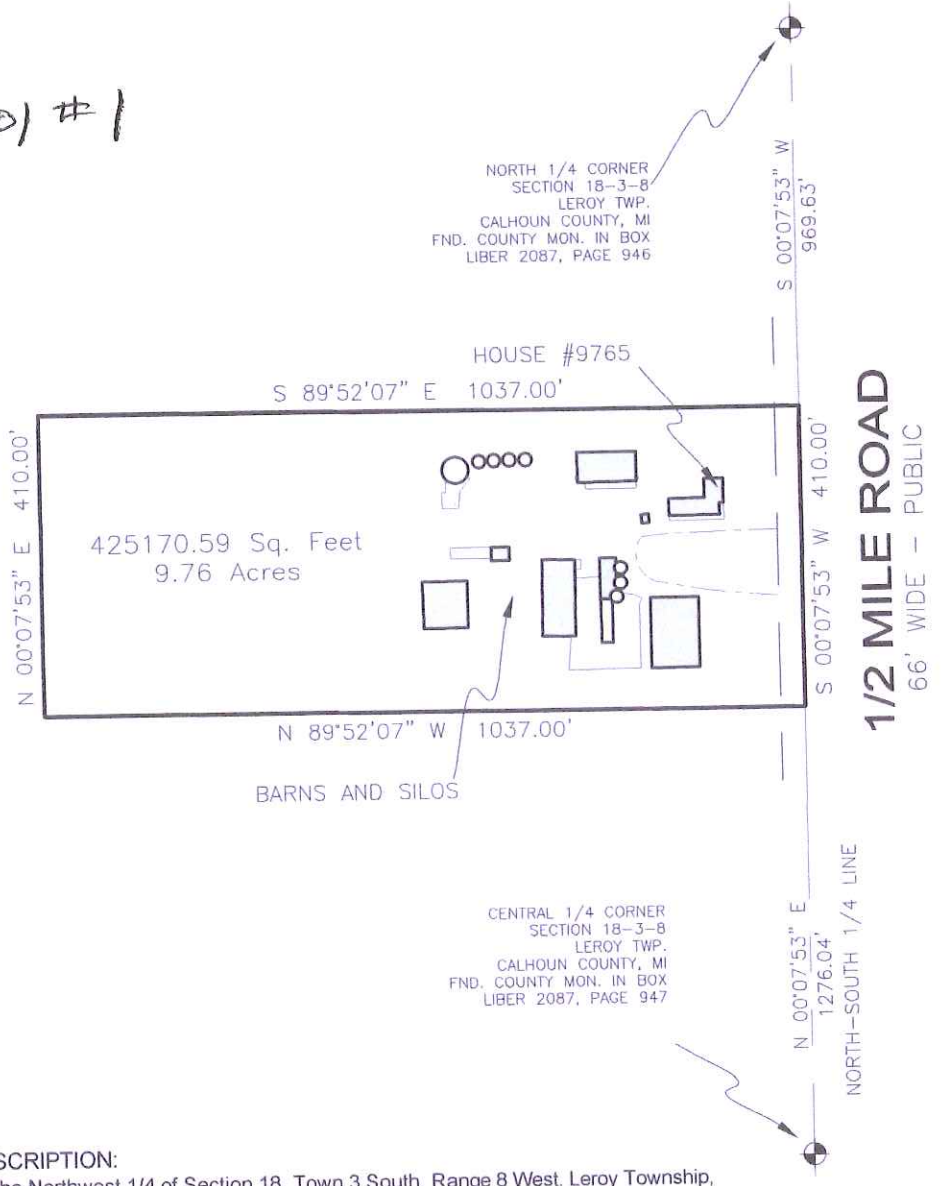
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Map Unit Legend

Kalamazoo County, Michigan (MI077)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
Hn	Houghton muck, 0 to 1 percent slopes	0.2	0.2%
Hs	Houghton and Sebewa soils, ponded	1.2	1.2%
RdB	Riddles loam, 2 to 6 percent slopes	53.0	53.4%
RdC	Riddles loam, 6 to 12 percent slopes	16.1	16.2%
Sb	Sebewa loam, 0 to 2 percent slopes	9.7	9.7%
SeA	Sleeth loam, 0 to 3 percent slopes	19.0	19.2%
Totals for Area of Interest		**99.2**	**100.0%**

CERTIFICATE OF SURVEY

Parcel #1



LEGAL DESCRIPTION:
That part of the Northwest 1/4 of Section 18, Town 3 South, Range 8 West, Leroy Township, Calhoun County, Michigan, described as: Beginning at a point on the North and South 1/4 line of said Section 18, S00°07'53"W, 969.63 feet from the North 1/4 corner of said Section 18; thence continuing S00°07'53"W, 410.00 feet along said 1/4 line; thence N89°52'07"W, 1037.00 feet; thence N00°07'53"E, 410.00 feet; thence S89°52'07"E, 1037.00 feet to said 1/4 line and the Point of Beginning, containing 9.76 acres of land. Subject to the rights of the public in 1/2 Mile Road over the East 33 feet thereof. Also subject to easements, restrictions and rights of way of record.

I HEREBY CERTIFY THAT WE HAVE SURVEYED THE PREMISES HEREIN DESCRIBED, THAT THE IMPROVEMENTS ARE LOCATED ENTIRELY THEREON AS SHOWN, AND THAT THERE ARE NO ENCROACHMENTS, EXCEPT AS SHOWN HEREON.

THIS SURVEY WAS MADE FROM THE LEGAL DESCRIPTION ABOVE. THE DESCRIPTION SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, AND EXCEPTIONS.



NORTH

0 200 400
SCALE IN FEET

CLIENT:	Miedema Asset Management Sid Miedema 601 Gordon Industrial Ct Byron Center, MI 49315
JOB NO.	2016-108
DATE:	11/22/2016
REVISED:	-
OFFICE:	CJG
FIELD:	CJG
SHEET:	1 of 1

PROPERTY LOCATION:
9765 1/2 MILE ROAD
EAST LEROY, MICHIGAN 49051

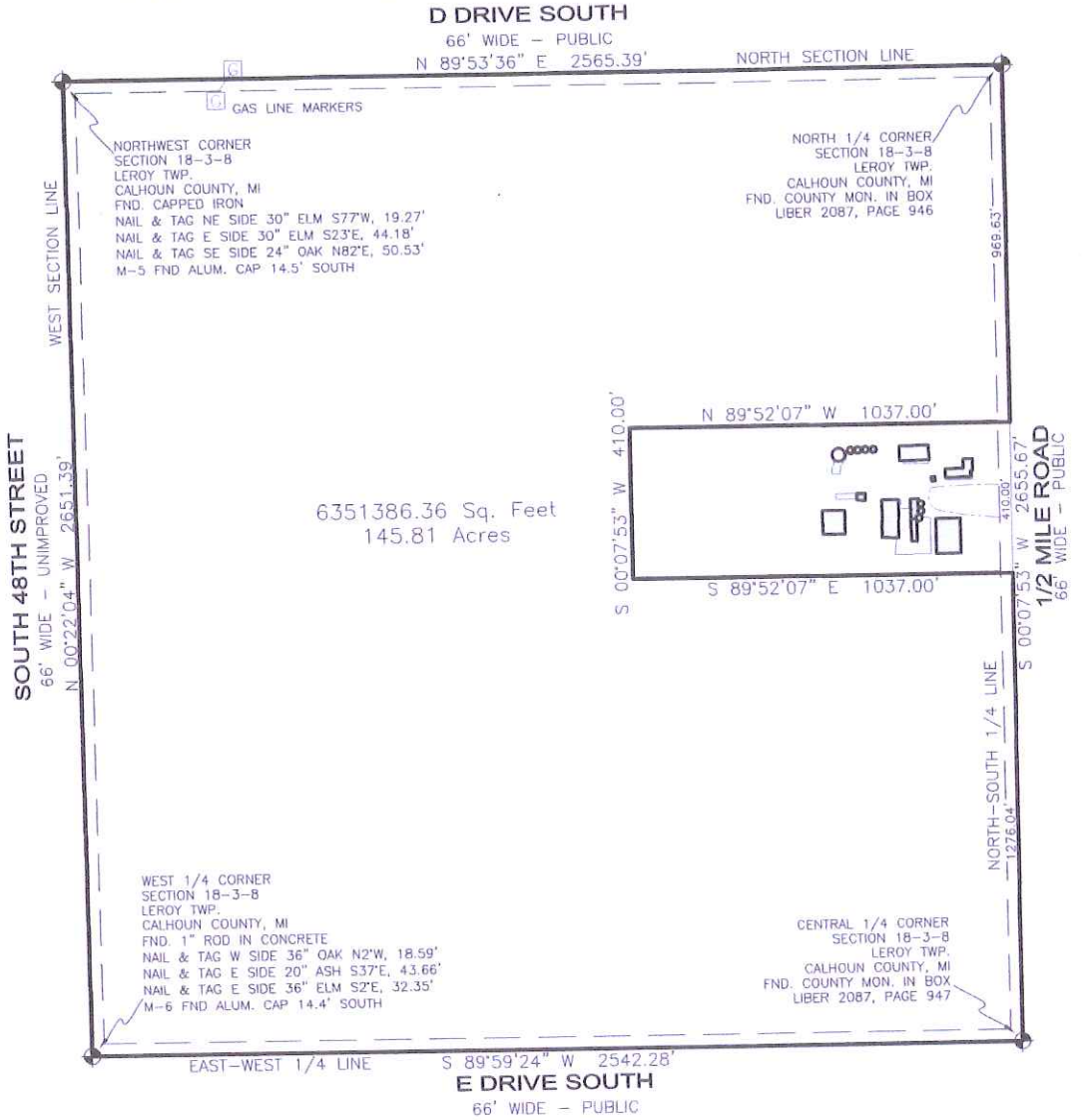
GPS
GOWER PROFESSIONAL SURVEYING, P.C.
7144 Childsdale Avenue, NE
Rockford, MI 49341
(616) 863-9508 VOICE
(616) 866-6483 FAX

STATE OF MICHIGAN
LICENSED PROFESSIONAL SURVEYOR
CHRISTOPHER J. GOWER
PROFESSIONAL SURVEYOR
No. 47951

CHRISTOPHER J. GOWER, P.S.
MICHIGAN No. 47951

Parcel #2

CERTIFICATE OF SURVEY



DESCRIPTION FURNISHED:

That part of the Northwest 1/4 of Section 18, Township 3 South, Range 8 West, LeRoy Township, Calhoun County, Michigan, described as: Beginning at the North 1/4 corner of said Section 18; thence S00°07'53"W, 969.63 feet along the North and South 1/4 line of said Section 18; thence N89°52'07"W, 1037.00 feet; thence S00°07'53"W, 410.00 feet; thence S89°52'07"E, 1037.00 feet to said 1/4 line; thence S00°07'53"W, 1276.04 feet along said 1/4 line to the Center of said Section 18 as recorded in Liber 2087 on page 947, Calhoun County records; thence S89°59'24"W, 2542.28 feet along the East and West 1/4 line of said Section 18; thence N00°22'04"W, 2651.39 feet along the West line of said Section 18 to the Northwest corner of said Section; thence N89°53'36"E, 2565.39 feet along the North line of said Section 18 to said North 1/4 corner and the Point of Beginning, containing 145.81 acres of land. Subject to the rights of the public in 1/2 Mile Road, E Drive South, South 48th Street and D Drive South over the East, South, West and North 33 feet thereof. Also subject to easements, restrictions and rights of way of record.

I HEREBY CERTIFY THAT WE HAVE SURVEYED THE PREMISES HEREIN DESCRIBED, THAT THE IMPROVEMENTS ARE LOCATED ENTIRELY THEREON AS SHOWN, AND THAT THERE ARE NO ENCROACHMENTS, EXCEPT AS SHOWN HEREON.

THIS SURVEY WAS MADE FROM THE LEGAL DESCRIPTION ABOVE. THE DESCRIPTION SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, AND EXCEPTIONS.

CHRISTOPHER J. GOWER P.S. 47951

NORTH

0 400 800

SCALE IN FEET

LEGEND

- FOUND IRON STAKE
- SET IRON STAKE
- P = PLATTED DIMENSION
- R = RECORD DIMENSION
- M = MEASURED DIMENSION

CLIENT:	Miedema Asset Management Sid Miedema 601 Gordon Industrial Ct Byron Center, MI 49315
JOB NO.	2016-108
DATE:	11/22/2016
REVISED:	-
OFFICE:	CJG
FIELD:	CJG
SHEET:	1 of 1

PROPERTY LOCATION:
9765 1/2 MILE ROAD
EAST LEROY, MICHIGAN 49051

GPS
GOWER PROFESSIONAL SURVEYING, P.C.
7144 Childsdale Avenue, NE
Rockford, MI 49341
(616) 863-9508 VOICE
(616) 866-6483 FAX

STATE OF MICHIGAN
CHRISTOPHER J. GOWER
PROFESSIONAL SURVEYOR
No. 47951
LICENSED PROFESSIONAL SURVEYOR

CHRISTOPHER J. GOWER, P.S.
MICHIGAN No. 47951

MICHIGAN
CALHOUN

Form: FSA-156EZ

See Page 3 for non-discriminatory Statements.

United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 1218
Prepared : Oct 18, 2016
Crop Year : 2017

Operator Name : [redacted]

Farms Associated with Operator : [redacted]

CRP Contract Number(s) : None

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
486.02	342.40	342.40	0.00	0.00	0.00	0.00	0.00	Active	4
State Conservation	**Other Conservation**	**Effective DCP Cropland**	**Double Cropped**		**MPL**	**Acre Election**	**EWP**	**DCP Ag. Related Activity**	
0.00	0.00	342.40	0.00		0.00	No	0.00	0.00	

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	WHEAT, OATS, CORN, SOYBN	None

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield	HIP
Wheat	46.00	0.00	0	45	
Oats	30.00	0.00	0	81	
Corn	119.60	0.00	0	96	
Soybeans	43.50	0.00	0	23	
TOTAL	**239.10**	**0.00**			

NOTES

Tract Number : **70**

Description : NW1/4 S18 LEROY
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : LYLE G HOSKINS
Other Producers : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
153.86	129.57	129.57	0.00	0.00	0.00	0.00	0.00
State Conservation	**Other Conservation**	**Effective DCP Cropland**	**Double Cropped**	**MPL**	**EWP**	**DCP Ag. Related Activity**	
0.00	0.00	129.57	0.00	0.00	0.00	0.00	

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield
Wheat	16.80	0.00	0	45
Oats	11.00	0.00	0	81
Corn	43.80	0.00	0	96

21

Tract 70 Continued ...

Soybeans	16.00	0.00	0	23
TOTAL	**87.60**	**0.00**		

NOTES

Tract Number : 71

Description : NE1/4 S13 CLIMAX KAL CO.
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract contains a wetland or farmed wetland
WL Violations : None
Owners : LYLE G HOSKINS
Other Producers : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
155.83	88.68	88.68	0.00	0.00	0.00	0.00	0.00
State Conservation	**Other Conservation**	**Effective DCP Cropland**	**Double Cropped**	**MPL**	**EWP**	**DCP Ag. Related Activity**	
0.00	0.00	88.68	0.00	0.00	0.00	0.00	

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield
Wheat	12.30	0.00	0	45
Oats	8.00	0.00	0	81
Corn	*32.00*	*0.00*	*0*	*96*
Soybeans	11.60	0.00	0	23
TOTAL	**63.90**	**0.00**		

NOTES

Tract Number : 77

Description : NW1/4 S17 LEROY
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : LYLE G HOSKINS
Other Producers : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
77.84	74.91	74.91	0.00	0.00	0.00	0.00	0.00
State Conservation	**Other Conservation**	**Effective DCP Cropland**	**Double Cropped**	**MPL**	**EWP**	**DCP Ag. Related Activity**	
0.00	0.00	74.91	0.00	0.00	0.00	0.00	

Tract 77 Continued ...

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield
Wheat	9.80	0.00	0	45
Oats	6.40	0.00	0	81
Corn	25.40	0.00	0	96
Soybeans	9.20	0.00	0	23
TOTAL	50.80	0.00		

NOTES

Tract Number : 84

Description : E1/2 S35 CLIMAX KAL CO.
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : LYLE G HOSKINS
Other Producers : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
98.49	49.24	49.24	0.00	0.00	0.00	0.00	0.00
State Conservation	**Other Conservation**	**Effective DCP Cropland**	**Double Cropped**	**MPL**	**EWP**	**DCP Ag. Related Activity**	
0.00	0.00	49.24	0.00	0.00	0.00	0.00	

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield
Wheat	7.10	0.00	0	45
Oats	4.60	0.00	0	81
Corn	18.40	0.00	0	96
Soybeans	6.70	0.00	0	23
TOTAL	36.80	0.00		

NOTES

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Persons with disabilities, who wish to file a program complaint, write to the address below or if you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

*If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at **http://www.ascr.usda.gov/complaint_filing_cust.html**, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at **program.intake@usda.gov**. USDA is an equal opportunity provider and employer.*

Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of Agency relationship you have with that licensee.

A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104. Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

A broker or salesperson may function in any of the following capacities:
- represent the seller as an authorized seller's agent or subagent
- represent the buyer as an authorized buyer's agent or subagent
- represent both the seller and buyer as a disclosed dual agent, authorized by both the seller and buyer
- represent neither the seller nor buyer as an agent, but provide services authorized by the seller or buyer to complete a transaction as a transaction coordinator

SELLER'S AGENT

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

The duties that a seller's agent and subagent owes to the seller include:
- promoting the best interests of the seller
- fully disclosing to the seller all facts that might affect or influence the seller's decision to accept an offer to purchase
- keeping confidential the seller's motivations for selling
- presenting all offers to the seller
- disclosing to seller all information known to the seller's agent about the identities of all buyers and the willingness of those buyers to complete the sale or to offer a higher price

BUYER'S AGENT

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent and who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

The duties a buyer's agent and subagent owe to the buyer include:
- promoting the best interests of the buyer
- fully disclosing to the buyer all facts that might affect or influence the buyer's decision to tender an offer to purchase
- keeping confidential the buyer's motivations for buying
- presenting all offers on behalf of the buyer
- disclosing to the buyer all information known to the buyer's agent about the willingness of the seller to complete the sale or to accept a lower price

DUAL AGENT

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller, and the buyer, and may include the provision that the broker will not knowingly say anything or do anything which might place one party at a disadvantage, including the disclosure of personal confidences. For example, unless otherwise agreed, the dual agent broker will not disclose to the buyer that the seller might accept other than the listed price or terms; nor shall the dual agent broker disclose to the seller that the buyer might be willing to pay a higher price or terms other than offered.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction.

The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party. The transactional coordinator is not the advocate of either party and therefore has no obligation to "negotiate" for either party. The responsibilities of the transaction coordinator typically include:
- providing access to and the showing of the property
- providing access to market information
- providing assistance in the preparation of a buy and sell agreement which reflects the terms of the parties' agreement
- presenting a buy and sell agreement and any subsequent counter-offers
- assisting all parties in undertaking all steps necessary to carry out the agreement, such as the execution of documents, the obtaining of financing, the obtaining of inspections, etc.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

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

I hereby disclose that the agency status I/we have with the buyer and/or seller below is (choose one):
(I will not be representing the buyer unless otherwise agreed in writing.)
- ☐ Seller's agent or subagent
- ☐ Buyer's agent or subagent
- ☐ Dual agent
- ☐ Transaction Coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- ☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

☐ Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.

☐ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationships as the licensee named below.

This form was provided to the buyer or seller before disclosure of confidential information.

Licensee	Date	Licensee	Date

The undersigned ☐ does ☐ does not have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as a ☐ Buyer ☐ Seller.

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

Potential ☐ Buyer ☒ Seller (check one)	12-2-16 Date	Potential ☐ Buyer ☐ Seller (check one)	Date

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24

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

_____

(ii) X Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____

(ii) X Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home.*

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller Trustee Date 12-2-16 Seller Date

Purchaser Date Purchaser Date

Agent Date Agent Date

24A

ESTATE PROPERTY, SELLER WASN'T LIVED HERE IN 48 YEARS

West Michigan Regional

SELLER'S DISCLOSURE STATEMENT

Rev. 4/08

Property Address: 9765 1/2 Mule Rd (Street) Climax (City, Village, Township) MI 49034 Calhoun Co. Michigan

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller's Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.**

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.**

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available
Range/Oven				X
Dishwasher			X	
Refrigerator				X
TV antenna, TV rotor & controls				X
Hood/fan			X	
Disposal			X	
Garage door opener & remote control			X	
Electrical system			X	
Alarm system			X	
Intercom				X
Central vacuum				X
Attic fan			X	
Microwave				X
Trash compactor				X
Ceiling fan			X	
Sauna/hot tub				X
Pool heater, wall liner & equipment			X	
Washer				X
Telephone (hardwired landline)			X	

	Yes	No	Unknown	Not Available
Lawn sprinkler system				X
Water heater			X	
Plumbing system			X	
Water softener/ conditioner			X	
Well & pump			X	
Sump pump			X	
Septic tank & drain field			X	
City water system				X
City sewer system				X
Central air conditioning				X
Central heating system			X	
Wall Furnace			X	
Humidifier				X
Electronic air filter				X
Solar heating system				X
Fireplace & chimney			X	
Wood burning system			X	
Dryer				X
High-speed Internet (other than dial-up)			X	

Explanations (attach additional sheets, if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

1. **Basement/Crawl Space:** Has there been evidence of water? yes ____ no ____
   If yes, please explain: ____
2. **Insulation:** Describe, if known: ____
   Urea Formaldehyde foam insulation (UFFI) is installed? unknown X yes ____ no ____
3. **Roof:** Leaks? yes ____ no ____
   Approximate age, if known: ____
4. **Well:** Type of well (depth/diameter, age and repair history, if known): ____
   Has the water been tested? yes ____ no ____
   If yes, date of last report/results: ____
5. **Septic tanks / drain fields:** Condition, if known: ____
6. **Heating system:** Type/approximate age: ____
7. **Plumbing system:** Type: copper ____ galvanized ____ other ____
   Any known problems? ____
8. **Electrical system:** Any known problems? ____
9. **History of infestation:** If any: (termites, carpenter ants, etc.) ____
10. **Environmental problems:** Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on the property. unknown X yes ____ no ____
    If yes, please explain: ____

INITIAL ____

(25)

Dec.06.2016 09:27 AM Matuschka 2699794631 PAGE. 2/ 4

ESTATE PROPERTY - SELLER WASN'T LIVED HERE IN 48 YEARS

Seller's Disclosure Statement

Property Address: 9765 1/2 MILE RD CLIMAX, MI 49034 CALHOUN Michigan
(Street) (City, Village, Township)

Property conditions, improvements & additional information (continued):

11. **Flood Insurance:** Do you have flood insurance on the property? unknown X yes ____ no ____
12. **Mineral Rights:** Do you own the mineral rights? unknown X yes ____ no ____

Other Items: Are you aware of any of the following:

1. Features of the property shared in common with adjoining landowners such as walls, fences, roads, driveways or other features whose use or responsibility for maintenance may have an effect on the property? unknown X yes ____ no ____
2. Any encroachments, easements, zoning violations or nonconforming uses? unknown X yes ____ no ____
3. Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others) or a homeowners association that has any authority over the property? unknown X yes ____ no ____
4. Structural modifications, alterations or repairs made without necessary permits or licensed contractors? unknown X yes ____ no ____
5. Settling, flooding, drainage, structural or grading problems? unknown X yes ____ no ____
6. Major damage to the property from fire, wind, floods or landslides? unknown X yes ____ no ____
7. Any underground storage tanks? unknown X yes ____ no ____
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? unknown X yes ____ no ____
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown X yes ____ no ____
10. Any outstanding municipal assessments or fees? unknown X yes ____ no ____
11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown X yes ____ no ____

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary:

The Seller has lived in the residence on the property from _____ (date) to _____ (date).

The Seller has owned the property since _____ (date).

The Seller has indicated above the condition of all items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of the Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732, IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ALSO ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, HOMESTEAD EXEMPTION INFORMATION AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller Peggy J. Matuschka Trustee Date 12-2-16

Seller _____ Date _____

Buyer has read and acknowledges receipt of this statement.

Buyer _____ Date _____ Time _____

Buyer _____ Date _____ Time _____

Disclaimer: This form is provided as a service of the REALTOR® Associations that comprise the West Michigan Regional Forms Committee. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The REALTOR® Associations that comprise the West Michigan Regional Forms Committee are not responsible for use or misuse of the form for misrepresentation or for warranties made in connection with the form.

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First American Title	Commitment for Title Insurance
	BY **First American Title Insurance Company**
Schedule A	THROUGH ITS AGENT **Best Homes Title Agency, LLC**

Commitment No.: **GR-95815**

1. Commitment Date: **08/31/2016** at 8:00 AM
2. Policy (or Policies) to be issued:

	Policy Amount
a. ALTA Owner's Policy of Title Insurance (6-17-06)	**$TBD**

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:

   Lyle G. Hoskins, as Trustee of the Lyle G. Hoskins Living Trust dated May 30, 2000

4. The land referred to in this Commitment is described as follows:
   Situated in the **Township of Climax, County of Kalamazoo, State of Michigan**

   ***SEE ATTACHED LEGAL DESCRIPTION RIDER**

By: _____
Authorized Countersignature – Neil Sherman
(This Schedule A valid only when Schedule B is attached)

Best HOMES TITLE AGENCY, LLC
4950 Plainfield Avenue NE, Grand Rapids, Michigan 49525
Telephone: **(616) 885-9027** ***Facsimile:*** **(616) 885-9033**
PROVIDING THE VERY *Best* IN TITLE SERVICES

LEGAL DESCRIPTION RIDER

Situated in the **Township of Climax, County of Kalamazoo, State of Michigan**

Parcel 1:

The South 3/4 of the Northwest 1/4 of the Northeast 1/4, Section 13, Town 3 South, Range 9 West, Township of Climax, Kalamazoo County, Michigan;

ALSO, the East 1/2 of the Northeast 1/4 of the Northeast 1/4;

ALSO, commencing at the Southeast corner of the Northeast 1/4; thence West 70 rods; thence North 40 rods; thence East 10 rods; thence North 40 rods; thence East 60 rods to the Section line; and thence South 80 rods to the place of beginning; all in Section 13, Town 3 South, Range 9 West, Township of Climax, Kalamazoo County, Michigan;

ALSO; commencing 70 rods West of the quarter post on the East side of Section Number 13 in Town 3 South, Range 9 West and running thence North 40 rods; thence East 10 rods; thence North 40 rods; thence West 100 rods; thence South 80 rods; thence East 90 rods to the place of beginning, Township of Climax, Kalamazoo County, Michigan;

ALSO, the South 15 acres of the West 1/4 of the Northeast 1/4 of of the Northeast 1/4 of Section 13, Town 3 South, Range 9 West, Township of Climax, Kalamazoo County, Michigan

EXCEPTING from above description land described as:

Commenicng at the East 1/4 Corner of Section 13, Town 3 South, Range 9 West, Climax Township, Kalamazoo County, Michigan; thence North 89 degrees 20 minutes 19 seconds West, 1807.07 feet along the East-West 1/4 line of said Section 13 to the point of beginning of the following described parcel; thence continuing North 89 degrees 20 minutes 19 seconds West, 843.00 feet along said East-West 1/4 line to the Center of said Section 13; thence North 00 degrees 18 minutes 31 seconds West, 516.79 feet along the North-South 1/4 line of said Section 13; thence South 89 degrees 20 minutes 19 seconds East, 843.00 feet; thence South 00 degrees 18 minutes 31 seconds East, 516.79 feet to the point of beginning.

Parcel 2:

The East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section Number 35. Also, the Southeast 1/4 of the Northeast 1/4 of said Section. Also, the Northeast 1/4 of the Southeast 1/4 of said Section. All in Town 3 South, Range 9 West, Township of Climax, County of Kalamazoo, State of Michigan

First American Title	Commitment for Title Insurance
	BY **First American Title Insurance Company**
Schedule BI	THROUGH ITS AGENT **Best Homes Title Agency, LLC**

REQUIREMENTS

Commitment No.: **GR-95815**

The following requirements must be satisfied:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. **Documents satisfactory to us creating the interest in the Land and/or the mortgagor to be insured must be signed, delivered and recorded:**

   A. **Submit "Affidavit by Owner". Additional requirements may be made or exceptions taken for matters disclosed therein.**

   B. **Provide evidence of the purchase price and/or the amount of the mortgage to be insured.**

   C. **When the proposed insured is identified, additional requirements and/or exceptions may be made.**

   D. **Current Certificate of Trust Existence and Authority for the Lyle G. Hoskins Living Trust dated May 30, 2000, which complies with the requirements of MCL 565.432; MSA 26.745(2).**

   E. **Warranty Deed from Lyle G. Hoskins, as Trustee of the Lyle G. Hoskins Living Trust dated May 30, 2000 to the proposed insured purchaser(s).**

   F. **NOTE: A search of the Public Records does not reveal any open mortgage. You must disclose any knowledge of any unrecorded mortgage or other obligation that may result in a lien attaching to the Land.**

4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements relating to the interest or the loan.
5. Pay unpaid taxes and assessments unless shown as paid. The amounts shown as unpaid do not include collection fees, penalties or interest.

SEE ATTACHED TAX INFORMATION SHEET

TAX INFORMATION SHEET

The amounts shown as unpaid do not include collection fees, penalties or interest.

2015 Winter Taxes in the amount of $2,160.13 are PAID.
2016 Summer Taxes in the amount of $821.92 are PAID.

Property Address: land on PQ Ave. , Climax, Michigan 49034
Tax Parcel Number: 39-12-13-255-011
2016 State Equalized Value: $284,700.00
Principal Residence Exemption: 100%
Taxable Value: $76,148.00
School District: Climax Scotts

Special Assessments: NONE

Note: Parcel 1 (Winter taxes were assessed under previous tax ID # 39-12-13-255-010)

2015 Winter Taxes in the amount of $891.85 are PAID.
2016 Summer Taxes in the amount of $435.39 are PAID.

Tax Parcel Number: 39-12-35-280-010
2016 State Equalized Value: $187,300.00
Principal Residence Exemption: 0%
Assessed Address: vacant on E S Ave
Taxable Value: $40,338.00
School District: Climax Scotts

Special Assessments: NONE

Note: Parcel 2

First American Title	Commitment for Title Insurance
	BY **First American Title Insurance Company**
Schedule BII	THROUGH ITS AGENT **Best Homes Title Agency, LLC**

EXCEPTIONS

Commitment No.: **GR-95815**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.
5. Taxes and assessments not due and payable at Commitment Date.
6. Taxes and assessments which become due and payable after the Date of Policy, including taxes and assessments which may be added to the tax rolls or tax bill after the Date of Policy as a result of the taxing authority disallowing or revising an allowance of a Principal Residence Exemption ("PRE"), and invoices or assessments resulting from Building or Ordinance violations, if any.
7. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
8. All oil, gas and mineral interests of every kind and nature, and all rights appurtenant thereto.
9. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise.
10. Right of Way granted to Consumers Power Company, disclosed by instrument recorded in Liber/Document# 506 Page 66.
11. Easement granted to Wolverine Pipe Line Company, disclosed by instrument recorded in Liber/Document# 658 Page 128 and also in Liber 931, Page 1235.
12. Oil and Gas Lease in favor of Western Land Services, Inc., as lessee, recorded in Liber/Document# 1779 Page 684 with Assignment in Liber 1813, Page 279.
13. Oil and Gas Lease in favor of Western Land Services, Inc., as lessee, recorded in Liber/Document# 2012-037962 with assignments thereof in 2013-002707, 2013-012852 and in 2015-017882.
14. NOTE: Parcels A and B taken together are noncontiguous parcels of land.

First American Title	Commitment for Title Insurance
	BY **First American Title Insurance Company**
Schedule A	THROUGH ITS AGENT **Best Homes Title Agency, LLC**

Commitment No.: **GR-95814**

1. Commitment Date: **08/23/2016** at 8:00 AM

2. Policy (or Policies) to be issued: Policy Amount

   $TBD

   a. ALTA Owner's Policy of Title Insurance (6-17-06)
   Proposed Insured: **To be determined**

   $TBD

   Proposed Insured: **, its successors and/or assigns as their interests may appear as defined in the Conditions of this policy**

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:

   Lyle G. Hoskins, as Trustee of the Lyle G. Hoskins Living Trust dated May 30, 2000

4. The land referred to in this Commitment is described as follows:
   Situated in the **Township of Leroy, County of Calhoun, State of Michigan**

   PARCEL A:

   The East 1/2 of Northwest 1/4, Section 17, Township 3 South, Range 8 West, EXCEPT the following parcel of land: Commencing at the Northwest corner of the East 1/2 of Northwest 1/4 of Section 17, running thence East 22 rods 15 feet; thence South 15 rods 12 feet 3 inches; thence West 22 rods 15 feet; thence North 15 rods 12 feet 3 inches to the place of beginning. Township of Leroy, Calhoun County, Michigan.

   PARCEL B:

   The Northwest fractional 1/4 of Section 18, Town 3 South, Range 8 West, Township of Leroy, Calhoun County, Michigan

By: _____
Authorized Countersignature – Neil Sherman
(This Schedule A valid only when Schedule B is attached.)

Best HOMES TITLE AGENCY, LLC
4950 Plainfield Avenue NE, Grand Rapids, Michigan 49525
Telephone: **(616) 885-9027** ***Facsimile:*** **(616) 885-9033**
PROVIDING THE VERY *Best* IN TITLE SERVICES

First American Title	Commitment for Title Insurance
	BY **First American Title Insurance Company**
Schedule BI	THROUGH ITS AGENT **Best Homes Title Agency, LLC**

REQUIREMENTS

Commitment No.: **GR-95814**

The following requirements must be satisfied:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. **Documents satisfactory to us creating the interest in the Land and/or the mortgagor to be insured must be signed, delivered and recorded:**

   A. **Submit "Affidavit by Owner". Additional requirements may be made or exceptions taken for matters disclosed therein.**

   B. **Provide evidence of the purchase price and/or the amount of the mortgage to be insured.**

   C. **When the proposed insured is identified, additional requirements and/or exceptions may be made.**

   D. **Current Certificate of Trust Existence and Authority for the Lyle G. Hoskins Living Trust dated May 30, 2000, which complies with the requirements of MCL 565.432; MSA 26.745(2).**

   E. **Warranty Deed from Lyle G. Hoskins, as Trustee of the Lyle G. Hoskins Living Trust dated May 30, 2000 to the proposed insured purchaser(s).**

   F. **NOTE: A search of the Public Records does not reveal any open mortgage. You must disclose any knowledge of any unrecorded mortgage or other obligation that may result in a lien attaching to the Land.**

4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements relating to the interest or the loan.
5. Pay unpaid taxes and assessments unless shown as paid. The amounts shown as unpaid do not include collection fees, penalties or interest.

SEE ATTACHED TAX INFORMATION SHEET

TAX INFORMATION SHEET

The amounts shown as unpaid do not include collection fees, penalties or interest.

2015 Winter Taxes in the amount of $2,917.39 are PAID.
2016 Summer Taxes in the amount of $1,821.60 are PAID.

Property Address: 9765 1/2 Mile Road, East Leroy, Michigan 49051
Tax Parcel Number: 14-180-012-00
2016 State Equalized Value: $476,850.00
Principal Residence Exemption: 100%
Taxable Value: $158,516.00
School District: Climax Scotts

Special Assessments: NONE

Note: Parcel B

2015 Winter Taxes in the amount of $702.32 are PAID (includes $77.70 for Fuller Drain).
2016 Summer Taxes in the amount of $390.02 are PAID.

Tax Parcel Number: 14-170-012-00
2016 State Equalized Value: $161,350.00
Principal Residence Exemption: 100%
Assessed Address: 1420 D. Drive South
Taxable Value: $33,940.00
School District: Climax Scotts

Special Assessments: NONE

Note: Parcel A

First American Title	Commitment for Title Insurance
	BY **First American Title Insurance Company**
Schedule BII	THROUGH ITS AGENT **Best Homes Title Agency, LLC**

EXCEPTIONS

Commitment No.: **GR-95814**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.
5. Taxes and assessments not due and payable at Commitment Date.
6. Taxes and assessments which become due and payable after the Date of Policy, including taxes and assessments which may be added to the tax rolls or tax bill after the Date of Policy as a result of the taxing authority disallowing or revising an allowance of a Principal Residence Exemption ("PRE"), and invoices or assessments resulting from Building or Ordinance violations, if any.
7. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise.
8. All oil, gas and mineral interests of every kind and nature, and all rights appurtenant thereto.
9. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
10. Easement granted to Consumers Power Company and Wolverine Pipe Line Company, disclosed by Warranty Deed recorded in Liber/Document# 837 Page 1. (as to Parcel B)
11. Easement granted to Michigan Bell Telephone Company a.k.a Ameritech Michigan, a Michigan Corporation, disclosed by instrument recorded in Liber/Document# 2014 Page 255. (as to Parcel A)
12. Oil and Gas Lease in favor of Western Land Services, Inc., as lessee, recorded in Liber/Document# 1792 Page 661, with assignments recorded in Liber 1827, Page 775, Liber 2039, Page 296, and Liber 2211, Page 32 and amendments recorded in Liber 2215, Page 104 and Liber 2468, Page 796.
13. NOTE: Parcels A and B taken together are noncontiguous parcels of land.

BUY/SELL AGREEMENT

THIS BUY/SELL AGREEMENT ("Agreement") made this 21st day of December, 2016, by and between (i) Lyle G. Hoskins, as Trustee of the Lyle G. Hoskins Living Trust dated May 30, 2000, hereinafter called the "Seller", and (ii) _____ of _____ *[please note whether husband and wife, married, single, partnership, corporation, etc]*, hereinafter called the "Buyer". The Buyer hereby agrees to buy the Property (as defined in the attached Exhibit A), also described as Parcel _____, in the auction by which such Property is being offered, subject to any existing building and use restrictions, zoning ordinances and easements, if any, according to the following terms:

1. The full purchase price of _____ _____ Dollars ($_____) shall be paid upon execution and delivery of Warranty Deed by Seller by bank money order, cashier's check or wire transfer of immediately available funds.

2. The Sale of the Property shall be closed (the "Closing") within ten (10) days after the preparation of all closing documents, but not later than February 7, 2017. If the Closing is delayed by reasons of delays in the delivery of title work, or by title defects which can be readily corrected as determined by the Seller, a further period of thirty (30) days shall be allowed for Closing. The Buyer acknowledges receipt prior to the auction of a copy of a Commitment for Title Insurance respecting the subject real property issued through Best Homes Title Agency, LLC, dated 8/23/16 and 8/31/16, and agrees to accept the same, without objection or exception by the Buyer other than the release of any encumbrances identified therein at Closing, as evidencing marketable title. For clarity, the obligation of the Buyer to purchase the Property hereunder is firm and shall not be subject to any contingency, including (a) the ability of Buyer to obtain financing or (b) any due diligence.

3. Possession will be given to Buyer at Closing. Exceptions: _____.

4. **Acceptance of Premises.** Buyer acknowledges that Buyer has made Buyer's own independent investigation with respect to the Property and its condition, including but not limited to zoning, governmental permits/approvals, and/or any environmental

Buyer Initials _____ Seller Initials _____

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conditions and agrees to accept the Property in its present condition. The Property is being sold to the Buyer "AS IS, WHERE IS" with no warranties of any type, expressed or implied. Without limiting the foregoing, the Buyer acknowledges and agrees that the Seller and the auction company make no representation or warranty as to the condition of the Property, including building improvements and fixtures, mechanical systems, well and septic systems, or environmental conditions, and the Seller and the auction company assume no responsibility as to compliance of the Property with any laws or regulations, federal, state or local.

5. All improvements and appurtenances on the Property as of the date hereof are included in the sale. Exceptions: Equipment located in the barns or on the Property is not included with the Property.

6. All Property improvements are sold "AS IS" with no warranties of any type, expressed or implied. Any repairs or improvements which must be made are the responsibility of the Buyer. Buyer represents and warrants to Seller that Buyer has had the opportunity to inspect the entire Property, including, but not limited to, structural, plumbing, heating, electrical and mechanical components of the Property, to Buyer's satisfaction and, Buyer agrees to accept the Property in its present "AS IS" condition, with no warranties concerning its condition or permitted use. Buyer acknowledges that the Property may require repairs, maintenance or refurbishing. Buyer acknowledges that Buyer has had the opportunity to investigate the zoning classification of the Property and any other matters of interest pertinent to the Property, including, without limitation, its environmental condition and history.

7. If the Property includes one or more residential dwellings used or occupied, or intended to be used or occupied, as the home or residence of one or more persons, Buyer acknowledges that Seller has provided to Buyer a copy of the current form of lead paint hazard information pamphlet prepared by the United States Environmental Protection Agency ("USEPA"). In addition, Seller has disclosed to Buyer the presence of any known lead-based paint hazards and provided any available lead hazard evaluation report to Buyer. Buyer acknowledges that Buyer has had the opportunity to inspect the Property for any lead-based paint hazard and agrees to take title subject to any such hazard. Attached as Exhibit B to this Contract is the statement required by applicable laws and regulations to be attached to a contract for sale of residential real estate constructed prior to 1978.

8. Buyer acknowledges having received and inspected a copy of the Seller's Disclosure Statement, see attached Exhibit C.

9. Buyer acknowledges having received a copy of and having had the opportunity to review the Disclosure Regarding Real Estate Agency Relationships, see attached Exhibit D.

Buyer Initials _____ Seller Initials _____

10. Real property taxes and assessments which are payable on the Property on or before the date hereof [including the 2016 Winter Taxes] shall be paid by the Seller, without proration. All such real property taxes and assessments which are due and payable on the Property after the date hereof shall be paid by the Buyer, without proration. In the event that a taxing authority fails to process land divisions affecting this property prior to issuing the next tax bill that is the responsibility of the buyer(s), upon issuance of said tax bill, the title company and/or auction company will prorate the taxes due between buyer(s) based on auction purchase prices and send notification to buyer(s) regarding the amount of taxes owed, name & address of payee and due date.

11. A standard ALTA Owner's Policy of Title Insurance in the amount of the purchase price shall be furnished to the Buyer at the Seller's expense.

12. At Closing, Buyer shall reimburse Seller for a portion of Seller's costs in obtaining a survey of Parcels 1 and 2, of which the Property was a part. The portion of the survey costs to be reimbursed by Buyer is Five Hundred and no/100 Dollars ($500.00) per parcel, for Parcel 1 and 2 only.

13. No other survey will be completed and is not a contingency of the Saele.

14. The Closing will be conducted by Best Homes Title Agency, LLC. Closing fees charged by the title company of approximately Four Hundred and no/100 Dollars ($400.00) will be divided evenly between the Buyer and the Seller, payable at Closing. At Closing Seller will pay the transfer tax charged by the State of Michigan and Calhoun and Kalamazoo, Counties, and will pay for issuance of the title insurance policy referenced above. Buyer will pay the cost of recording the deed to the Property.

15. Per the Michigan PA 288 of 1967, as amended by P.A. 87 of 1997, Seller will transfer without warranty to Buyer the right to divide the Property purchased hereunder as follows:

Parcel 1 – zero (0) land divisions	Parcel 2 – fourteen (14) land divisions
Parcel 3 – all available land divisions	Parcel 4 – all available land divisions
Parcel 5 – all available land divisions	Parcel 6 – all available land divisions
Parcel 7 – all available land divisions	Parcel 8 – all available land divisions
Parcel 9 – all available land divisions	Parcel 10 – all available land divisions
Parcel 11 – all available land divisions	Parcel 12 – all available land divisions
Parcel 13 – all available land divisions	Parcel 14 – all available land divisions

This is subject to compliance with the Act. Seller and Auction Company make no representation as to the effect local zoning ordinances or regulations may have on Buyer's ability to divide the Property at all. Buyer acknowledges that local laws may differ and be more restrictive and not allow Buyer to divide the Property into smaller parcels.

Buyer Initials _____ Seller Initials _____

16. Buyer hereby deposits _____ _____ Dollars ($_____) as valuable consideration evidencing Buyer's good faith commitment to purchase the Property, which is non refundable and to be applied to the purchase price at Closing. In the event of default by the Buyer, all deposits made hereunder may be forfeited as liquidated damages without notice to Buyer, or alternatively, at Seller's election, the Seller may retain such deposit as part of the payment of the purchase price and pursue any legal or equitable remedies against the Buyer including the right to bring an action for specific performance and/or to collect damages (including reasonable legal fees).

[Method of Payment: _____]

17. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and their respective heirs, personal representatives, successors and permitted assigns. Buyer shall not assign this Agreement, in whole or in part, whether voluntarily or by operation of law, without Seller's prior written consent.

18. Buyer acknowledges that the auction company is an agent for the Seller.

19. Time is of the essence regarding this Agreement.

20. Seller agrees to pay the auctioneer commission and expenses as stated in the Employment Agreement dated August 18, 2016, between the auction company and Seller.

21. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements or negotiations between such parties, and may be amended, supplemented or changed only by an agreement in writing which makes specific reference hereto and which is signed by the party against whom enforcement of any such amendment, supplement or modification is sought. Any party signing this Agreement represents that he or she has the authority to enter into this Agreement and bind the party for whom he or she is signing.

22. None of the representations, warranties, covenants and agreements of Seller and Buyer herein, or in any certificates or other documents delivered prior to or at the Closing, shall survive the Closing, and Buyer shall have no claims against the Seller or the auction company with respect to any of the foregoing after the Closing.

[Remainder of Page Intentionally Left Blank]

Buyer Initials _____ Seller Initials _____

In witness whereof, the parties have signed this agreement as of the date and year first above written.

BUYER'S SIGNATURE _____ Dated _____

BUYER'S PRINTED NAME _____ Dated _____

BUYER'S SIGNATURE _____ Dated _____

BUYER'S PRINTED NAME _____ Dated _____

BUYER'S ADDRESS _____

BUYER'S DAYTIME TELEPHONE (_____) _____ - _____

WITNESS _____ Dated _____

SELLER'S ACCEPTANCE:

The above offer is hereby accepted.

SELLER'S SIGNATURE _____ Dated _____

SELLER'S PRINTED NAME _____ Dated _____

SELLER'S SIGNATURE _____ Dated _____

SELLER'S PRINTED NAME _____ Dated _____

SELLER'S ADDRESS _____

SELLER'S TELEPHONE (_____) _____ - _____

WITNESS _____ Dated _____

****

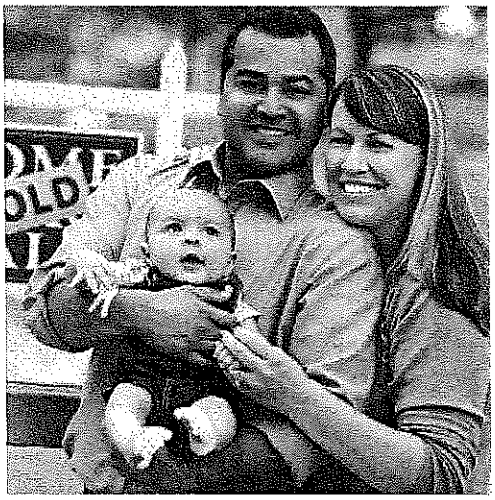
TYPE OF CLOSING: _____ *CASH;* _____ *MORTGAGE;* _____ *OTHER [explain]*
LENDER NAME: _____
CONTACT NAME: _____ *PHONE:* _____

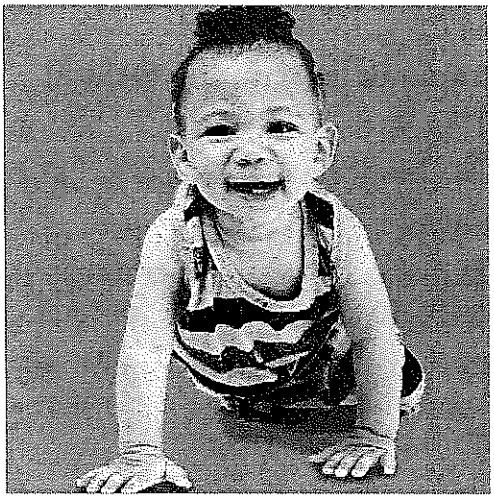
IF BUYING MORE THAN ONE PARCEL, BUYER WISHES TO DEED
_____ *ALL THE PARCELS ON ONE DEED;* _____ *EACH PARCEL SEPARATELY*
IF DEEDING SEPARATELY, LIST PRICES PER PARCEL _____

_____

Buyer Initials _____ Seller Initials _____

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Protect Your Family From Lead in Your Home

United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

September 2013

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Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

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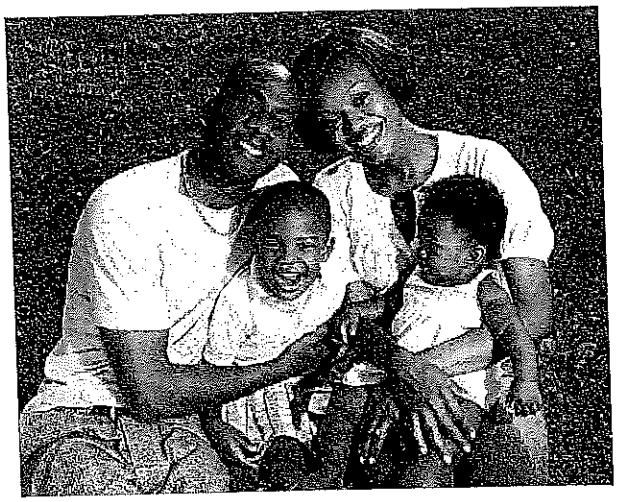
Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



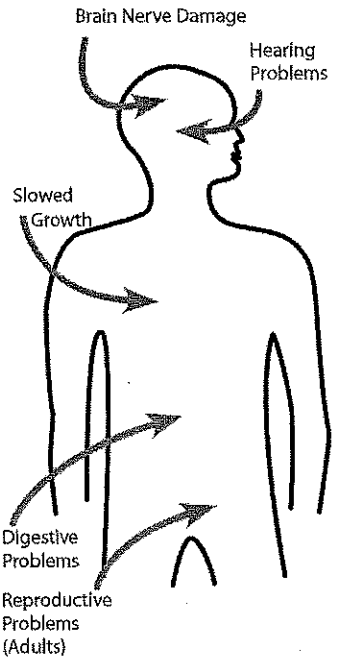
Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:



- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

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Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.[1]

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.[2]

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

[2] "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

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Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors
- 250 $\mu g/ft^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

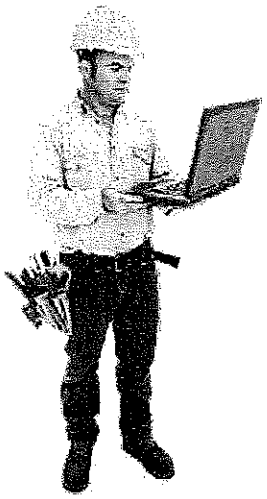
Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:



  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples

- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.[3]

[3] Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.

- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.

- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.

- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

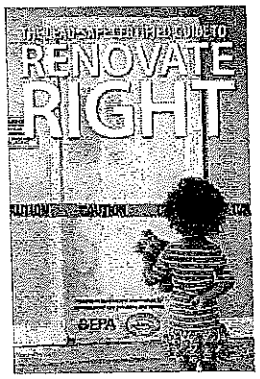
If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot (µg/ft^2) for floors, including carpeted floors
- 250 µg/ft^2 for interior windows sills
- 400 µg/ft^2 for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:



- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*

RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right.*

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

  Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.
- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.[4]
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.

[4] In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323).**

EPA's Safe Drinking Water Hotline
For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies
Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD.**

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).