

BIDDER'S PACKET

Gull Lake Waterfront Real Estate Auction

6.6 Acres, 187' Lake Frontage

&

Home on the Beautiful Gull Lake

Wednesday, April 26, 2017

3:00 PM

Auction to be held
on site at:

15694 Northwood
Lane

Hickory Corners,
MI 49060



© NEXT DOOR
PHOTOS

MIEDEMA AUCTIONEERING, INC.
601 GORDON INDUSTRIAL COURT
BYRON CENTER, MI 49315

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TABLE OF CONTENTS

Notice to All Bidders Page 1

Procedure for Purchasing at Auction..... Page 2

Announcements Page 3

Property Information Page 4-5

Agency Disclosure..... Page 6

Sellers Disclosure Pages 7-8

Lead Base Paint Disclosure Page 9

Title Commitment Pages 10-15

Easement Modification Agreement Pages 16-24

Driveway Maintenance Agreement Pages 25-37

Buy/Sell Agreement..... Pages 38-42

Lead Base Paint Handbook..... Pages 43-61

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.

Gull Lake Waterfront Real Estate Auction Announcements

1. The Property sells subject to the final approval of the Barry County Circuit Court. The Auction Company shall have until the conclusion of the expedited court hearing to obtain the acceptance or rejection of the high bid from the Barry County Circuit Court. Buyer agrees that this offer shall remain binding and that Buyer cannot withdraw this offer during this period. Buyer shall be notified by telephone.

If the high bid is	The buyer's premium shall be
\$500,000-999,999	7%
\$1,000,000 - \$1,500,000	6%
Greater than \$1,500,000	5%

2. A Buyer's premium will be added to the high bid and the sum of the buyer's premium and bid price will be the purchase price.
3. Access to the property is by means of a private road not maintained by the county. There is a drive way maintenance fee the buyer will need to assume of approximately \$900 (\$150 for snow plowing, and \$750 for yard maintenance) per year. This is a quarter of the total amount which is split among home owners.
4. There is a driveway maintenance agreement and an easement modification agreement that the buyer will need to assume.
5. The Buyer will need to deposit a total of 10% down of which \$15,000 must be in the form of a certified check made payable to Miedema Auctioneering Inc. In order to receive a bidder number, the bidder will need to present the \$15,000 certified check to the auction staff.
6. Open House Information:
 Saturday April 8 10am-11:30am
 Monday April 17 10am-11:30 am
 Wednesday April 26 1pm-auction time 3pm
7. Auction will be held onsite at the property: 15694 Northwood Lane Hickory Corners, MI 49060. Registration will begin at 2 pm and the auction will begin at 3pm.
8. A 2% Brokers Co-op will be offered. A Broker co-op form must be filled out and submitted 24 hours prior to the auction.



4

Property Information

6.6 Acres - 187' Lake frontage. Located on a private paved road. Nice beach with sandy lake bottom. Horse Barn / Workshop, Old Tennis Court, Green Garage, Potato Cellar, Pump House for Sprinkler System. Property is mostly open with some trees by the barn, turning into all woods in front of the house, opening back up to a nice backyard.

Main floor of home has a kitchen area, living room and fire place, den room, and a porch overlooking the lake.



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):

- Seller's agent or subagent (I will not be representing the buyer unless otherwise agreed in writing.)
- 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 Jordan Medema Date 3/30/17 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.**

6

SELLER'S DISCLOSURE STATEMENT

Property Address: 15694 Northwood Lane Hickory Corners MI 49060 Michigan
Street City, Village, Township

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 dialup)				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:

- Basement/Crawl Space: Has there been evidence of water? yes X no _____
 If yes, please explain: sump pump malfunction
- Insulation: Describe, if known: _____
 Urea Formaldehyde foam Insulation (UFFI) is installed? unknown X yes _____ no _____
- Roof: Leaks? yes X no _____
 Approximate age, if known: 4 + years
- Well: Type of well (depth/diameter, age and repair history, if known): _____
 Has the water been tested? yes _____ no X
 If yes, date of last report/results: _____
- Septic tanks / drain fields: Condition, if known: _____
- Heating system: Type/approximate age: original
- Plumbing system: Type: copper X galvanized _____ other _____
 Any known problems? _____
- Electrical system: Any known problems? smut in receptical in guest room
- History of infestation: if any: (termites, carpenter ants, etc.) _____
- 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 _____ yes X no _____
 If yes, please explain: wrapped pipes in crawl space may be asbestos wrapped



Seller's Disclosure Statement

Property Address: 15694 Northwood Lane Hickory Corners MI 49060 Michigan
Street City, Village, Township

Property conditions, improvements & additional information (continued):

- | | | | |
|---|---------------|-----------|-------------|
| 11. Flood Insurance: Do you have flood insurance on the property? | unknown _____ | yes _____ | no <u>X</u> |
| 12. Mineral Rights: Do you own the mineral rights? | unknown _____ | yes _____ | no <u>X</u> |

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 _____ | yes <u>X</u> | no _____ |
| 2. Any encroachments, easements, zoning violations or nonconforming uses? | unknown _____ | yes <u>X</u> | 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 _____ | yes _____ | no <u>X</u> |
| 4. Structural modifications, alterations or repairs made without necessary permits or licensed contractors? | unknown _____ | yes _____ | no <u>X</u> |
| 5. Settling, flooding, drainage, structural or grading problems? | unknown <u>X</u> | yes _____ | no _____ |
| 6. Major damage to the property from fire, wind, floods or landslides? | unknown _____ | yes _____ | no <u>X</u> |
| 7. Any underground storage tanks? | unknown _____ | yes _____ | no <u>X</u> |
| 8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? | unknown <u>X</u> | yes _____ | no _____ |
| 9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? | unknown <u>X</u> | yes _____ | no _____ |
| 10. Any outstanding municipal assessments or fees? | unknown _____ | yes _____ | no <u>X</u> |
| 11. Any pending litigation that could affect the property or the Seller's right to convey the property? | unknown _____ | yes _____ | no <u>X</u> |

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

- ① Driveway Maintenance Agreement
- ② Easement modification Agreement

The Seller has lived in the residence on the property from 1998 (date) to 2014 (Geoff Maloney) (date). 2017 (Lisa Upjohn)
 The Seller has owned the property since March 29, 2007 (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 [Signature] GEOFFREY MALONEY Date 3-30-17

Seller Lisa Upjohn not available, Geoff Maloney make no representation of Lisa Upjohn's knowledge of property 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.

8

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) 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) 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

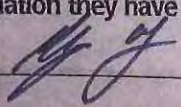
(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

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		Date	3-30-17	Seller		Date	
Purchaser		Date		Purchaser		Date	
Agent		Date		Agent		Date	



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.: **GRC-98476**

Revision No. 2

1. Commitment Date: **03/17/2017** 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

Proposed Insured: **To be determined**

\$TBD

Proposed Insured: **To Be Determined**

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

Geoffrey G. Maloney and Lisa Upjohn, each as to an undivided one-half (1/2) interest as tenants in common

4. The land referred to in this Commitment is described as follows:

Situated in the Township of Barry, County of Barry, State of Michigan

Parcel 1: Beginning at a point 1241.6 feet East and 772.5 feet South from the West 1/4 post, Section 31, Town 1 North, Range 9 West; thence South 8 degrees 39 minutes West 541.43 feet; thence South 64 degrees 10 minutes East 60 feet; thence North 8 degrees 51 minutes East 568.61 feet; thence North 89 degrees 32 minutes West 60 feet to the Place of Beginning.

Parcel 2: A parcel of land in the Southwest fractional 1/4 of Section 31, Township 1 North, Range 9 West, described as beginning 1145.76 feet East of the West 1/4 post; thence East on the East-West 1/4 line 233.38 feet to the Northeast corner of the Northwest fractional 1/4 Southwest fractional 1/4; thence South on the East line of the Northwest fractional 1/4 of the Southwest fractional 1/4 740.31 feet; thence West 233.37 feet; thence North 741.33 feet to the place of beginning.

Parcel 3: Beginning at a point 1106.6 feet East and 772.5 feet South of the West 1/4 post of said Section and running thence South 7 degrees 2 minutes West 485.5 feet to the Northerly shore of Gull Lake; thence South 64 degrees 10 minutes East along the shore of said lake 85 feet; thence North 8 degrees 13 minutes East 523.4 feet; thence North 89 degrees 32 minutes West 90 feet to the Place of Beginning.

Parcel 4: The Westerly 1/2 of the following: Beginning at a point 1196.6 feet East and 772.5 feet South of the West 1/4 post of Section 31, Township 1 North, Range 9 West, and running thence South 8 degrees 13 minutes West 523.4 feet to the Northerly shore of Gull Lake; thence South 64 degrees 10 minutes East 85 feet along the shore of said lake; thence North 9 degrees 54 minutes East 561.3 feet; thence North 89 degrees 32 minutes West 90 feet to the Place of Beginning.

Together with non-exclusive easements as created, limited and defined in that certain Instrument recorded in Liber 267, page 465, Barry County Records.

10




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



4949 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
	<small>BY</small> First American Title Insurance Company
Schedule BI	<small>THROUGH ITS AGENT</small> Best Homes Title Agency, LLC

REQUIREMENTS

Commitment No.: **GRC-98476** *Revision No. 2*

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. **SATISFIED - Deed from the wife of Steven H. Maloney into the chain of title.**
 - E. **Warranty Deed from Geoffrey G. Maloney and wife, if married and Lisa Upjohn 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

12

TAX INFORMATION SHEET

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

2016 Taxes in the amount of \$34,659.26 are DELINQUENT and DUE if paid by April 20, 2017.
2015 Taxes in the amount of \$41,133.98 are DELINQUENT and DUE if paid by April 30, 2017.

Property Address: 15694 Northwood Lane, Hickory Corners, MI 49060

Tax Parcel Number: 08-03-031-036-00


2017 State Equalized Value: \$933,900.00

Principal Residence Exemption: 0%

Taxable Value: \$640,799.00

School District: Gull Lake

Special Assessments: NONE

 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.: **GRC-98476** *Revision No. 2*

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 encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in Public Records.
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. Access to subject property is by means of a private road that is not maintained by the County Road Commission, as to Parcel 1, 3 and 4.
9. Rights of others in and to the easement set forth on Schedule A.
10. All oil, gas and mineral interests of every kind and nature, and all rights appurtenant thereto.
11. Rights of the United States, State of Michigan and the public for commerce, navigation, recreation and fishery, in any portion of the land bordering on or comprising the bed of Gull Lake.
12. The nature, extent or lack of riparian rights, or the riparian rights of riparian owners and the public, in and to the use of the waters of Gull Lake.
13. Right of Ways granted to Consumers Power Company, disclosed by instrument recorded in Liber/Document# 131 Page 255, Liber 295, Page 232, and Notice of Claim recorded in Liber 278, Page 506.
14. Terms, covenants and conditions as set forth in instruments recorded in Liber/Document# 157 Page 621, Liber 160, Page 266, Liber 162, Page 37, and Liber 267, Page 465.
15. Terms, covenants and conditions as set forth in Easement Modification Agreement recorded in Liber/Document# 2016 Page 000035.

124

16. Terms, covenants and conditions as set forth in Driveway Maintenance Agreement recorded in Liber/Document# 2016 Page 000035.
17. Terms, covenants and conditions as set forth in License to Traverse recorded in Liber/Document# 2016 Page 000035.
18. The dower interest of the wife of Harold J. Maloney as disclosed on Warranty Deed recorded in Instrument No. 1007624.
19. The dower interest of the wife of Steven H. Maloney as disclosed on Warranty Deed recorded in Instrument No. 1081011.

16
59

RECEIVED FOR RECORDING
Register of Deeds, Barry County, MI
On this Date 1/04/2016 At 10:13 a.m.



EASEMENT MODIFICATION AGREEMENT

THIS EASEMENT MODIFICATION AGREEMENT ("Agreement") is entered into this 3rd day of December, 2015, by WILLIAM U. PARFET ("Parfet"), SALLY P. WILLIAMS ("Williams"), GEOFFREY G. MALONEY ("Maloney"), JULIE G. HEATH ("Heath") (collectively called the "Parties"), and RUSSELL MCFEE AND CONSTANCE MCFEE, Husband and Wife ("McFee") (collectively called "the Parties").

THE PARTIES AGREE:

- A. Parfet owns real property commonly referred to as 15770 Northwood Lane, Hickory Corners, Michigan, 49060, parcel numbers 029 and 029-10, within the unrecorded plat of "Northwood" and adjacent to Gull Lake (the "Parfet Property").
- B. Williams owns real property commonly referred to as 15650 Northwood Lane, Hickory Corners, Michigan, 49060, parcel number 034, within the unrecorded plat of "Northwood" and adjacent to Gull Lake (the "Williams Property").
- C. Maloney, together with Lisa Upjohn ("Upjohn") owns property commonly referred to as 15694 Northwood Lane, Hickory Corners, Michigan, 49060, parcel number 036, within the unrecorded plat of "Northwood" and adjacent to Gull Lake (the "Maloney Property").
- D. Heath owns real property commonly referred to as 15600 Northwood Lane, Hickory Corners, Michigan, 49060, parcel number 033 within the unrecorded plat of "Northwood" and adjacent to Gull Lake (the "Heath Property").
- E. Russell McFee and Constance McFee own real property commonly referred to as 6725 Sheffield Road, Hickory Corners, Michigan 49060, parcel number 017 within the unrecorded plat of "Northwood" and adjacent to Gull Lake ("McFee Property").
- F. The Parfet Property, Williams Property, Heath Property and Maloney Property are hereafter collectively called "the Properties".
- G. The Properties access W. Sheffield Road by way of a two-part paved access drive commonly referred to as Northwood Lane.
- H. The north/south portion of Northwood Lane extends 772.5 feet to the south of West Sheffield Road (the "Lane"). Thereafter the east/west portion of Northwood Lane extends 464 feet to the east so that it bisects the Williams Property and Maloney Property (the "Drive").

I. The Lane is located primarily within a right-of-way established or described in a Quit Claim Deed dated July 26, 1928 and recorded on September 29, 1929 in the Office of the Register of Deeds for Barry County, Michigan (attached as Exhibit A). The Drive is located primarily within a right-of-way established or described in a Warranty Deed dated December 30, 1936, recorded on January 7, 1937 in the Office of the Register of Deeds for Barry County, Michigan (attached as Exhibit B). The land described in those deeds as dedicated for the Lane and the Drive is referred to herein as the "Easement Area."

J. The Parties believe that they and the McFees are the only owners of properties benefited by, or servient to, the Easement Area. If it is ever determined that any other property is a beneficiary of the Easement Area and the owner thereof has not signed this Agreement or refuses to sign it, this Agreement shall nevertheless remain in full force and effect as to the Parties and their successors and assigns.

K. The Parties desire to modify the Easement Area so that it is limited to the location of the Lane and the Drive, a portion of which extends outside the present Easement Area, and to terminate the Lane at the point where it intersects the western property line of the northern portion of the Maloney Property, for the benefit of the each other and their successors in ownership of the Properties.

L. This Agreement is binding upon Lisa Upjohn ("Upjohn") to the full extent as if she had personally signed it by virtue of a judgment entered on December 15, 2015 by the 5th Judicial Circuit Court, Barry County, Michigan, Case No. 14-687-CZ, a copy of which is attached as Exhibit C.

M. Heath and McFee, who are not parties to the lawsuit, voluntarily join in this Agreement and agree to be bound by its terms.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Modification of Easement. The Parties for themselves and their heirs, successors and assigns, agree that there is in existence a non-exclusive, perpetual and appurtenant easement (the "Easement") on, over and across the Easement Area. That Easement is recognized, continued and modified as follows:

(a) The Easement. The Easement is hereafter defined as consisting of the Lane and the Drive as follows: The Lane is thirty-three (33) feet in width and is centered on the presently existing paved access drive as depicted and shown on Exhibit D. The Drive is twenty (20) feet in width and is centered on the presently existing paved access drive as depicted and shown on Exhibit D. The Parties shall commission a survey by a licensed surveyor to effectuate this change and each party shall be responsible for 25% of the cost of the survey. Upjohn is responsible for 50% of the cost incurred by Maloney. The surveyor shall provide a legal description of the Easement as defined herein and in Paragraph K above. The completed survey shall be attached to this agreement and be recorded with the Register of Deeds for Barry County.

(b) Removal of the Heath, Williams, Maloney and McFee Properties from the Easement Area. The Easement Area is modified by terminating the Easement Area for all areas

OFFICIAL SEAL Barry County Register of Deeds, MI
2015-000035
01/04/2018 11:35 AM Page 2 of 15 Fees: \$59.00

outside of the Easement as redefined in Subparagraph 1(a) above. This includes, but is not limited to, the termination of the Easement Area adjacent to the Williams, Maloney, and McFee properties. All property not expressly included in the Easement is removed from and no longer subject to the Easement Area. This modification does not alter any party's right to access and utilize the Easement, but does terminate the right of McFee and their successors in interest to benefit from or utilize the Easement.

(c) Purposes. The easement shall be for the purposes of vehicular ingress and egress, and pedestrian ingress and egress to and from W. Sheffield Road and the Properties. The Easement shall not be used for the storage of vehicles, nor any other purpose not expressly permitted hereunder. Mailboxes and address signs within the Easement shall remain a permitted use.

(d) Access. Except during periods of maintenance, repair or replacement, the Drive shall remain open and unobstructed by any barrier, structures, buildings or vehicles to permit safe passage at all times of vehicular and pedestrian traffic on, over and across the Easement Area to and from W. Sheffield Road and the Properties.

(e) Maintenance. Maintenance of the Drive and Lane is governed by a Driveway Maintenance Agreement of even date herewith which shall be recorded with the Barry County Register of Deeds.

2. Assignment. The interests and rights in this Agreement may not be transferred, conveyed or assigned except appurtenant to the Properties.

3. Indemnity. The Parties shall indemnify, defend and hold one another harmless from and against all claims arising out of the use of the Easement Area by them or their invitees, licensees or agents.

4. Enforcement. The provisions of this Agreement shall be enforceable by proceedings at law or in equity against any person or persons violating, attempting to violate or threatening to violate any provision contained in this Agreement. In any proceeding arising because of an alleged default by any party to this agreement, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be determined by the court.

5. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their grantees, successors, heirs, personal representatives and assigns, and the easement granted herein, and the restrictions and obligations herein contained, shall be appurtenant to, and shall run with, benefit, and burden the Properties. Each owner of a Property and their grantees, successors, heirs, personal representatives and assigns shall be subject to all terms, provisions, obligations, and conditions of this Agreement.

6. Severability. If one or more of the provisions of this Agreement is or are declared by any court of competent jurisdiction to be invalid or unenforceable then such provisions shall be deemed severable from this Agreement or enforceable to the maximum extent permitted by law, as the case may be, and the remaining provisions of this Agreement shall remain in full force and effect.

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2018-000035 E

01/04/2018 11:35 AM Page 3 of 18 Fee: \$59.00



W.U. Parfet
William U. Parfet

STATE OF MICHIGAN)
) ss.
COUNTY OF VAN BUREN)

The foregoing instrument was acknowledged before me in Van Buren County, Michigan, this 3rd day of December, 2015, by William U. Parfet, who is personally known to me or who produced his driver's license as identification.

Kim Brudhage
Notary Public, Van Buren County, Michigan
Acting in Van Buren County
My commission expires: 11/8/2020

By _____
Sally P. Williams

STATE OF MICHIGAN)
) ss.
COUNTY OF BARRY)

The foregoing instrument was acknowledged before me in Barry County, Michigan, this _____ day of _____, 2015, by Sally P. Williams, who is personally known to me or who produced her driver's license as identification.

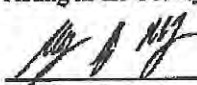
Notary Public, Barry County, Michigan
Acting in Barry County
My commission expires: _____

OFFICIAL SEAL Barry County Register of Deeds, MI
2018-000033
01/04/2018 11:35 AM Page 5 of 18 Fees: \$59.00

Julie G. Heath

STATE OF MICHIGAN)
) ss.
COUNTY OF BARRY)

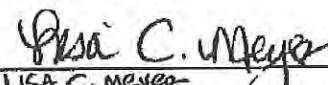
The foregoing instrument was acknowledged before me in Barry County, Michigan, this day of _____, 2015, by Julie G. Heath, who is personally known to me or who produced her driver's license as identification.

Notary Public
County, State of Michigan
My commission expires: _____
Acting in the County of _____



Geoffrey G. Maloney

STATE OF MICHIGAN)
) ss.
COUNTY OF ~~BARRY~~ ^{Kalamazoo})

^{1st} The foregoing instrument was acknowledged before me in ~~Barry~~ ^{Kalamazoo} County, Michigan, this day of December, 2015, by Geoffrey G. Maloney, who is personally known to me or who produced his driver's license as identification.



LISA C. MEYER Notary Public
CASS County, State of Michigan
My commission expires: 2-14-19
Acting in the County of Kalamazoo

OFFICIAL SEAL Barry County Register of Deeds, MI
2015-000038 E
01/04/2016 11:35 AM Page 8 of 16 Fees: \$59.00


D.M.A.

Russell McFee

Constance McFee

STATE OF MICHIGAN)
) ss.
COUNTY OF BARRY)

The foregoing instrument was acknowledged before me in _____ County, Michigan, this ____ day of _____, 2015, by Russell McFee and Constance McFee, who are personally known to me or who produced their driver's licenses as identification.

Notary Public, Barry County, Michigan
Acting in Kalamazoo County
My commission expires: _____

PREPARED BY AND AFTER RECORDING RETURN TO:

Robert L. Hencken
Attorney at Law
Stancati & Associates, P.C.
121 West Cedar Street
Kalamazoo, MI 49007
269-381-4471

18168 (001) 778892.3

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2018-080035 E
01/04/2018 11:35 AM Page 2 of 18 Fees: \$59.00
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1/3/16
2/2/16

DRIVEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT REGARDING DRIVEWAY MAINTENANCE AND FUTURE CONSTRUCTION is made this 3rd day of December 2015, by WILLIAM U. PARFET ("Parfet"), SALLY P. WILLIAMS ("Williams"), GEOFFREY G. MALONEY ("Maloney"), and JULIE G. HEATH ("HEATH"), (collectively called "the Parties").

IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH HEREIN, THEY AGREE AS FOLLOWS:

1. Parfet owns real property commonly referred to as 15770 Northwood Lane, Hickory Corners, Michigan, 49060, parcel numbers 029 and 029-10, within the unrecorded plat of "Northwood" and adjacent to Gull Lake more particularly described on attached Exhibit A (the "Parfet Property").
2. Williams owns real property commonly referred to as 15650 Northwood Lane, Hickory Corners, Michigan, 49060, parcel number 034, within the unrecorded plat of "Northwood" and adjacent to Gull Lake more particularly described on attached Exhibit B (the "Williams Property").
3. Maloney and Lisa Upjohn ("Upjohn") own property commonly referred to as 15694 Northwood Lane, Hickory Corners, Michigan, 49060, parcel number 036, within the unrecorded plat of "Northwood" and adjacent to Gull Lake more particularly described on attached Exhibit C (the "Maloney Property").
4. Heath owns real property commonly referred to as 15600 Northwood Lane, Hickory Corners, Michigan, 49060, parcel number 033 within the unrecorded plat of "Northwood" and adjacent to Gull Lake more particularly described on attached Exhibit D (the "Heath Property").
5. The people identified in paragraph 1-5 are collectively referred to as the "Parties" and their properties are collectively referred to as "the Properties".
6. Pursuant to an Easement Modification Agreement entered into by the Parties simultaneously with this Agreement the Properties are subject to an easement (the "Easement") for ingress and egress to W. Sheffield Rd for the benefit of the Properties. The easement area is more particularly described on Exhibit E (the "Easement Area").
7. This Agreement is made to establish certain rights and obligations of the parties with respect to the Easement, including the use and maintenance of same.
8. This Agreement is binding upon Lisa Upjohn to the full extent as if she had personally signed it by virtue of a judgment entered on December 17, 2015 by the 5th Judicial Circuit Court, Barry County, Michigan, Case No. 14-687-CZ, a copy of which is attached as Exhibit F. Lisa Upjohn is responsible for 50% of the expenses chargeable to the Maloney Property.

OFFICIAL SEAL Barry County Register of Deeds, MI
2016-000036
01/04/2016 11:35 AM Page 1 of 13 Fee: \$50.00

9. Seasonal Maintenance of Driveway. The parties acknowledge and agree that the Easement is a non-exclusive ingress and egress easement for the purpose of providing vehicular and pedestrian access between W. Sheffield Rd and the Properties. The parties further acknowledge that there currently exists within the Easement Area an existing driveway serving the Properties ("the Driveway").
- (a) The Parties shall elect a driveway maintenance manager for a two year term. Parfet shall be the initial driveway maintenance manager commencing on the date this Agreement is signed by all Parties. The responsibility of the driveway maintenance manager is to ensure the seasonal maintenance of the Easement Area, including, but not limited to, reasonable snow and ice removal.
 - (b) On an annual basis the driveway maintenance manager shall submit a proposed budget to the other parties for maintenance of the Driveway and it shall be effective unless a majority of the Parties object, in writing, within ten days. The budget shall be based on no fewer than 2 annual bids for each type of maintenance and shall include a 10% markup which funds shall be held by the maintenance manager in an account for spring and fall cleanup. If a majority of the parties cannot agree on the budget, they shall utilize some form of alternate dispute resolution, such as mediation or arbitration, to resolve their differences and each shall be responsible for one-fourth of the cost thereof. If the disagreement cannot be resolved any party may enforce this agreement in a court of appropriate jurisdiction located in Barry County, Michigan.
 - (c) Parfet, Williams, Heath, and Maloney and Upjohn (as co-tenants) are each responsible for 25% of the allocated budget for the seasonal maintenance identified in Paragraph 9(a) above. If the driveway maintenance manager advances the cost of said maintenance the other Parties shall promptly pay their share of the expense upon receipt of an invoice or other appropriate documentation thereof. If a party fails to pay their share of the maintenance or repair, expenses within thirty (30) days of receipt of an invoice or other appropriate documentation thereof, that party shall forfeit the ability and right to participate in those budget and maintenance considerations contained in Subparagraphs 9(a) and (b) above.
 - (d) In the event the driveway maintenance manager fails to maintain the Driveway as required under this Agreement and such failure continues after ten (10) days prior written notice to him or her, any other party shall have the right to take reasonable measures to maintain the Driveway and obtain reimbursement from the other parties for their proportionate share of the costs incurred. However, the ten (10) day period shall be extended for a reasonable period of time in the event such failure cannot reasonably be cured within the ten (10) day period.
 - (e) All payments to be made by a party to another party under this Agreement shall be paid within thirty (30) days after written notice of the amount due which shall include reasonable documentation supporting the request.

OFFICIAL SEAL Barry County Register of Deeds, MI
2016-000035
01/04/2018 11:35 AM Page 2 of 13 Fee: \$50.00

17. **Legal Expenses.** In the event legal proceedings are brought to enforce the rights and/or obligations of the parties under this Agreement, the prevailing party in any such action shall be entitled to recover and obtain an additional award for, its reasonable costs and expenses, including reasonable attorney fees.

AGREED:

William U. Parfet

STATE OF MICHIGAN)
) ss.
COUNTY OF BARRY)

The foregoing instrument was acknowledged before me in Barry County, Michigan, this _____ day of _____, 2015, by William U. Parfet, who is personally known to me or who produced his driver's license as identification.

Notary Public
County, State of Michigan
My commission expires: _____
Acting in the County of _____

Sally P. Williams
Sally P. Williams

STATE OF MICHIGAN)
) ss. *Kalamazoo*
COUNTY OF BARRY)

The foregoing instrument was acknowledged before me in *Kalamazoo* County, Michigan, this *30th* day of *November*, 2015, by Sally P. Williams, who is personally known to me or who produced her driver's license as identification.

Wendy Van Peenan
Notary Public
Kalamazoo County, State of Michigan
My commission expires: *11/14/2018*
Acting in the County of *Kalamazoo*

WENDY VAN PEENAN
NOTARY PUBLIC STATE OF MICHIGAN
KALAMAZOO COUNTY
MY COMMISSION EXP. NOV. 4, 2018

OFFICIAL SEAL Barry County Register of Deeds, MI
2016-000036
01/04/2018 11:35 AM Page 5 of 13 Fees: \$50.00

Julie G. Heath

STATE OF MICHIGAN)
) ss.
COUNTY OF BARRY)

The foregoing instrument was acknowledged before me Barry County, Michigan, this day of _____, 2015, by Julie G. Heath, who is personally known to me or who produced her driver's license as identification.

Notary Public, Barry County, Michigan
Acting in Barry County
My commission expires: _____

By: [Signature]
Geoffrey G. Maloney

STATE OF MICHIGAN)
) ss.
COUNTY OF ~~BARRY~~ Kalamazoo)

The foregoing instrument was acknowledged before me in Kalamazoo County, Michigan, this 1st day of December, 2015, by Geoffrey G. Maloney, who is personally known to me or who produced his driver's license as identification.

[Signature]
LISA C. MEYER
Notary Public, ~~Barry~~ County, Michigan
Acting in Kalamazoo County
My commission expires: 2-14-19

OFFICIAL SEAL Barry County Register of Deeds, MI
2016-000038 A
01/04/2018 11:35 AM Page 7 of 13 Fees: \$50.00

EXHIBIT A

DESCRIPTION OF PARFET PROPERTY

The land referred to in this Commitment, situated in the County of Barry, Township of Barry, State of Michigan, is described as follows:

A parcel of land located in Barry Township, Barry County, Michigan, and more particularly described as follows: Commencing at the West 1/4 post of Section 31, Town 1 North, Range 9 West; thence South 89 degrees 17 minutes East along the East and West 1/4 line of said Section, 726.61 feet; thence South 04 degrees 48 minutes East, 776.57 feet; thence South 04 degrees 22 minutes West, 404.88 feet to a point on the shore of Gull Lake; thence South 89 degrees 54 minutes West along the shore of Gull Lake, 125.14 feet; to the place of beginning of the land hereinafter described; thence North 2 degrees 55 minutes East, 611.57 feet; thence North 87 degrees 06 minutes West, 276.10 feet; thence South 0 degrees 11 minutes East, 287.71 feet; thence South 87 degrees 35 minutes East, 185.49 feet; thence South 2 degrees 55 minutes West, 363.23 feet; thence South 42 degrees 30 minutes 17 seconds East, 66.45 feet; thence South 62 degrees 53 minutes 30 seconds East, 38.52 feet to the place of beginning. The above description intends to extend to the water's edge of Gull Lake.

ALSO, a parcel of land located in Barry Township, Barry County, Michigan, and more particularly described as follows: Commencing at the West 1/4 post of Section 31, Town 1 North, Range 9 West; thence South 89 degrees 17 minutes East along the East and West 1/4 line of said Section, 726.61 feet; thence South 4 degrees 48 minutes East, 776.57 feet for the place of beginning of the land hereinafter described; thence South 4 degrees 22 minutes West 404.88 feet to a point on the shore of Gull Lake; thence South 89 degrees 54 minutes West along the shore of Gull Lake, 125.14 feet; thence North 2 degrees 55 minutes East, 405.57 feet; thence South 89 degrees 32 minutes East, 135.0 feet to the place of beginning. The above description intends to extend to the water's edge of Gull Lake.

Commencing at the West 1/4 post of Section 31, Town 1 North, Range 9 West; thence South 89 degrees 17 minutes East along the East and West 1/4 line of said Section, 726.61 feet; thence South 4 degrees 48 minutes East, 574.47 feet for the place of beginning of the land hereinafter described; thence continuing South 4 degrees 48 minutes East, 202.10 feet; thence North 89 degrees 32 minutes West, 135.0 feet; thence North 2 degrees 55 minutes East, 206.0 feet; thence South 87 degrees 06 minutes East, 107.78 feet to the place of beginning.

Together with a non-exclusive easement as created, limited and defined by that certain instrument recorded in Liber 226 and page 561, Barry County Records.

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2016-000036

01/04/2016 11:35 AM Page 8 of 13 Fee: \$50.00



EXHIBIT B

DESCRIPTION OF WILLIAMS PROPERTY

The land referred to in this Commitment, situated in the County of Barry, Township of Barry, State of Michigan, is described as follows:

Beginning at a point 926.6 feet East and 772.5 feet South of West one quarter corner of Section 31, Town 1 North, Range 9 West; thence South 00 degrees 53 minutes 30 seconds West 439.5 feet to the northerly shore of Gull Lake; thence South 74 degrees 15 minutes 00 seconds East along the shore of the Lake 85 feet; thence North 06 degrees 24 minutes 00 seconds East 462.6 feet; thence North 89 degrees 32 minutes 00 seconds West to the Point of Beginning. ALSO beginning at a point 879.38 feet East of West one quarter corner of said Section 31; thence East 286.38 feet; thence South 74.33 feet; thence West 264.59 feet; thence North 742.5 feet to the Point of Beginning, EXCEPT the West 2 Rods.

ALSO a parcel of land located in the Southwest fractional 1/4 of Section 31, Town 1 North, Range 9 West and more particularly described as follows: Beginning at a point 1016.6 feet East and 772.5 feet South of the West 1/4 post of said Section and running thence South 6 degrees 24 minutes 00 seconds West, 462.6 feet to the Northerly shore of Gull Lake; thence South 74 degrees 15 minutes 00 seconds East 85 feet; thence North 07 degrees 02 minutes 00 seconds East 485.5 feet; thence North 09 degrees 32 minutes 00 seconds West 90 feet to the Place of Beginning.

Together with non-exclusive easement as created limited and defined on that certain instrument recorded in Uber 204 page 390, Barry County Records.

OFFICIAL SEAL Barry County Register of Deeds, MI
2016-000036
01/04/2016 11:35 AM Page 9 of 13 Fees: \$50.00

EXHIBIT C

DESCRIPTION OF MALONEY PROPERTY

The land referred to in this Commitment, situated in the County of Barry, Township of Barry, State of Michigan, is described as follows:

Parcel 1: Beginning at a point 1241.6 feet East and 772.5 feet South from the West 1/4 post, Section 31, Town 1 North, Range 9 West; thence South 8 degrees 39 minutes West 541.43 feet; thence South 64 degrees 10 minutes East 60 feet; thence North 8 degrees 51 minutes East 568.61 feet; thence North 89 degrees 32 minutes West 60 feet to the Place of Beginning.

Parcel 2: A parcel of land in the Southwest fractional 1/4 of Section 31, Township 1 North, Range 9 West, described as beginning 1145.76 feet East of the West 1/4 post; thence East on the East-West 1/4 line 233.38 feet to the Northeast corner of the Northwest fractional 1/4 Southwest fractional 1/4; thence South on the East line of the Northwest fractional 1/4 of the Southwest fractional 1/4 740.31 feet; thence West 233.27 feet; thence North 741.33 feet to the place of beginning.

Parcel 3: Beginning at a point 1196.6 feet East and 772.5 feet South of the West 1/4 post of said Section and running thence South 7 degrees 2 minutes West 485.5 feet to the Northerly shore of Gull Lake; thence South 64 degrees 10 minutes East along the shore of said Lake 85 feet; thence North 8 degrees 13 minutes East 523.4 feet; thence North 89 degrees 32 minutes West 90 feet to the Place of Beginning.

Parcel 4: The Westerly 1/2 of the following: Beginning at a point 1196.6 feet East and 772.5 feet South of the West 1/4 post of Section 31, Township 1 North, Range 9 West, and running thence South 8 degrees 13 minutes West 523.4 feet to the Northerly shore of Gull Lake; thence South 64 degrees 10 minutes East 85 feet along the shore of said Lake; thence North 9 degrees 54 minutes East 561.3 feet; thence North 89 degrees 32 minutes West 90 feet to the Place of Beginning.

Together with non-exclusive easements as created, limited and defined in that certain Instrument recorded in Liber 267, page 459, Barry County Records.

OFFICIAL SEAL Barry County Register of Deeds, MI
2016-000036 R
01/04/2018 11:35 AM Page 18 of 13 Fees: \$50.00

(34)

EXHIBIT D

DESCRIPTION OF HEATH PROPERTY

The land referred to in this Commitment, situated in the County of Barry, Township of Barry, State of Michigan, is described as follows:

Commencing at the West Quarter Post of said Section 31 and running thence South 89 degrees and 17 minutes East along the East and West Quarter Line of said Section 726.61 feet for the place of beginning of the land hereinafter described and running thence South 4 degrees and 48 minutes East 776.57 feet to a point in the North line of land described in the second description conveyed by William H. Pendleton, et al., to Donald S. Gilmore and wife by deed and recorded in Liber 136 Page 382 in the Register of Deeds Office for Barry County, Michigan (said point being 135 feet West as measured along said North line of said second description from the Northeast corner thereof); thence South 4 degrees and 22 minutes West 464.88 feet to the shore of Gull Lake; thence South 74 degrees and 15 minutes East along the shore of said lake 127.5 feet to the Southeast corner of said second description of land in deed recorded in Liber 136 on page 382; thence North 5 degrees and 30 minutes East along the Easterly line of second description of land recorded in Liber 136 on Page 382 of deeds 439.5 feet to the Northeast corner thereof; thence North 89 degrees and 32 minutes West along the North line of said second description 47.07 feet to the extension South of the West line of land conveyed by Jane Hubbard to Donald S. and Genevieve U. Gilmore by deed recorded in Liber 179 on Page 97; thence North 80 degrees and 1 minute West along the West line and its extension South of said land conveyed by Hubbard to Gilmore 772.5 feet to the East and West Quarter Line of said Section 31 (The West Line of said land conveyed by Hubbard to Gilmore being the West Line of a 2 rod right-of-way conveyed by Herbert S. Humphrey and wife to James Stanley Gilmore and wife and Donald S. Gilmore and wife and recorded in Liber 141 of deeds on Page 47 in said Register of Deeds Office); thence North 89 degrees and 17 minutes West along East and West Quarter Line of said Section 152.77 feet to the place of beginning.

Together with a non-exclusive easement as created, limited and defined by that certain instrument recorded in Liber 141, and page 46 and Liber 141, page 47, Barry County Records.

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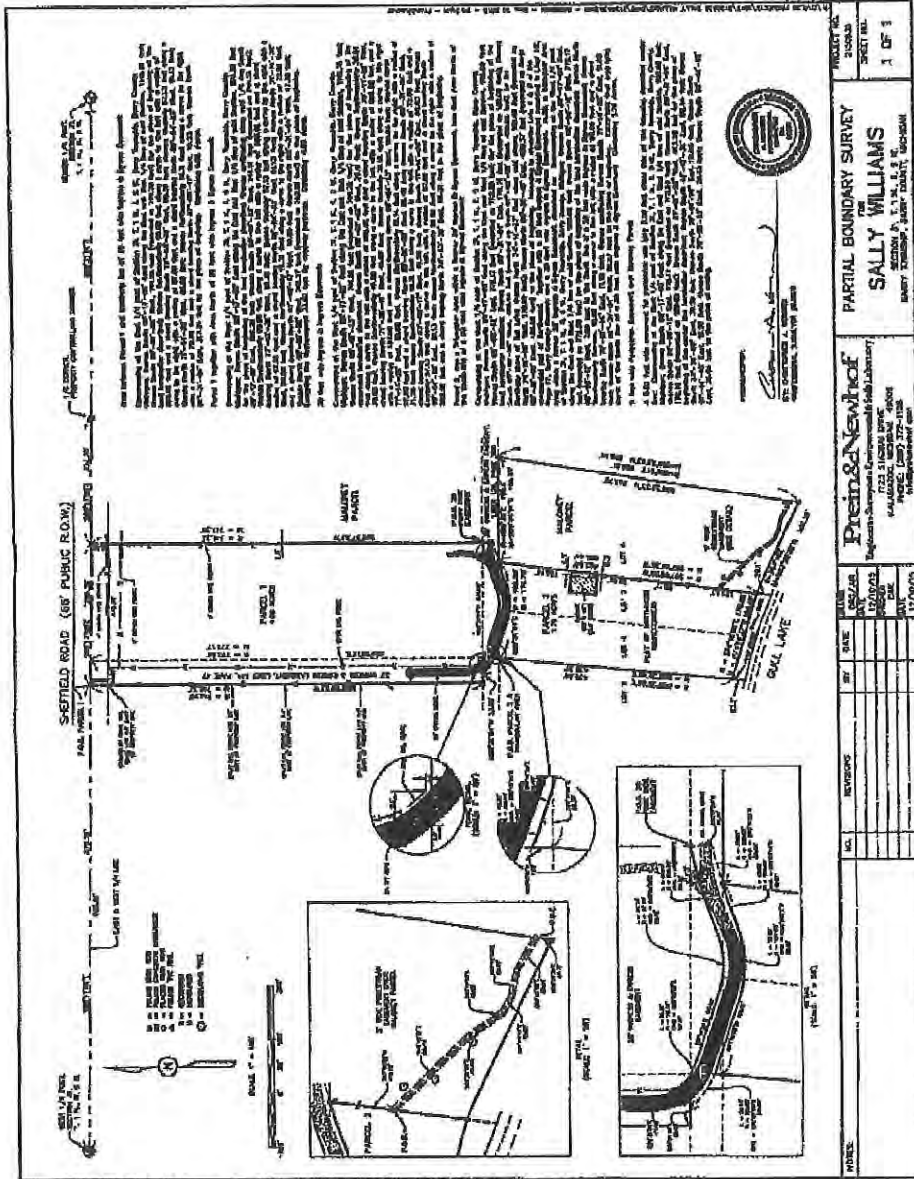
01/04/2016 11:35 AM Page 11 of 13 Fees: \$50.00



EXHIBIT E
DESCRIPTION OF EASEMENT AREA

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[Barcode]

340



PROJECT NO.		SHEET NO.	
PARTIAL BOUNDARY SURVEY		1 OF 1	
FOR		SALLY WILLIAMS	
SECTION 16, T. 34. N., R. 10. W., S. 10. E.		BARRY COUNTY, MICHIGAN	
PREPARED BY		DATE	
PREIN & NEWHOFF		11/20/2015	
1723 S. HURON ST. S.W.			
ANN ARBOR, MI 48106-1000			
PHONE: (734) 772-1100			
FAX: (734) 772-1100			
WWW.PREINANDNEHOFF.COM			

OFFICIAL SEAL Barry County Register of Deeds, MI
 2016-080036 A
 01/04/2016 11:35 AM Page 13 of 13 Fees: \$50.00

37

BUY/SELL AGREEMENT

THIS BUY/SELL AGREEMENT ("Agreement") is made this 26th day of April, 2017, by and between (i) Geoffrey G. Maloney and Lisa Upjohn, each as to an undivided one-half (1/2) interest as tenants in common, 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 _____, 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 [including the Buyer's Premium] 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 May 26, 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 1/17/2017, 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.
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

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: None.
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.
10. Real property taxes and assessments which are payable on the Property on or before the date hereof 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 [including 2017 Summer Taxes] 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. A new survey will not be completed and is not a contingency of the Sale.

13. 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 Barry County, and will pay for issuance of the title insurance policy referenced above. Buyer will pay the cost of recording the deed to the Property.

14. Per the Michigan PA 288 of 1967, as amended by P.A. 87 of 1997, Seller will transfer without warranty to Buyer all available rights to divide the Property purchased. 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.

15. 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. The auction sale was conducted pursuant to a Judgment of the Barry County Circuit Court. See Paragraph 19. Michigan Court Rule 3.403(B)(7) provides that if the winning bidder fails to purchase the property under the terms of the sale the court may order the property to be resold at that bidder's risk and that bidder is liable to pay the amount of his or her bid minus the amount received on resale.

[Method of Payment: _____]

16. 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.

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

18. Time is of the essence regarding this Agreement.
19. The auction has been conducted and the property has been sold in accordance with a Judgment of the Barry County Circuit Court in case no. 16-255-CH and applicable statutes and court rules. The Property is sold subject to the confirmation of the sale by the Barry County Circuit Court. The Auction Company shall have until the conclusion of the expedited court hearing to obtain the acceptance or rejection of the high bid from the Barry County Circuit Court. Buyer agrees that this offer shall remain binding and that Buyer cannot withdraw this offer during this period. Buyer shall be notified by telephone.
- In the event that either named Seller, or both Sellers, are unavailable or unwilling to sign the required documents at closing, the Auction Company through any of its officers or authorized agents may execute all documents of conveyance on Seller's behalf and convey good and marketable title to the Buyer.
20. Seller agrees to pay the auctioneer compensation and expenses as stated in the Employment Agreement dated September 8, 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. Except for the authority to execute documents of conveyance and related documents necessary to close the sale, 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]

(41)

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;*

AUCTION COMPANY

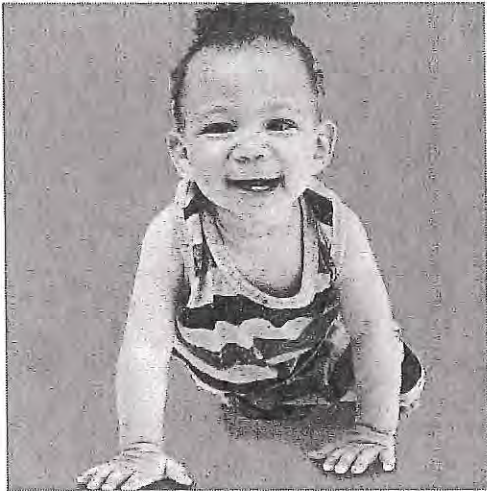
Miedema Auctioneering, Inc.. and/or LASRBIDrealestate.com, Inc. by

Signature of agent/officer: _____ Dated: _____

Printed name of agent/officer _____

Its/their: (Title)

42



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

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.

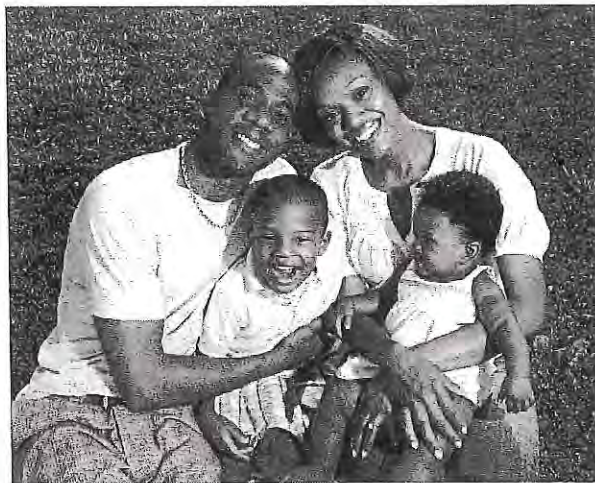
Lead Gets into the Body in Many Ways

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.

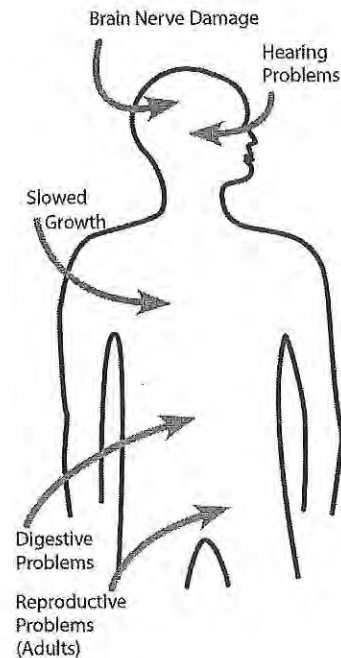
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

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

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.

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 ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ 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:

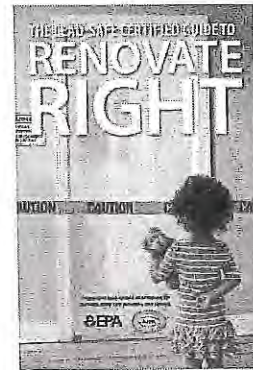
- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

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*.

50

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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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).