

# BIDDER'S PACKET

Home and Land Auction

39 Acres

Conklin, MI

Wednesday, July 19 2017

6 PM



Auction to be held at property:

17537 40<sup>th</sup> Ave

Conklin, MI 49403

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

P: 1-800-LAST BID  
F: 1-616-583-5230  
WWW.1800LASTBID.COM

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## **NOTICE TO ALL BIDDERS**

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

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

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

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

### **NEW DATA:**

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

## **PROCEDURE FOR PURCHASING AT AUCTION**

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

### **REGISTRATION:**

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

### **BIDDING:**

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

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

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

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

### **CONCLUSION:**

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

## Home and Land Auction

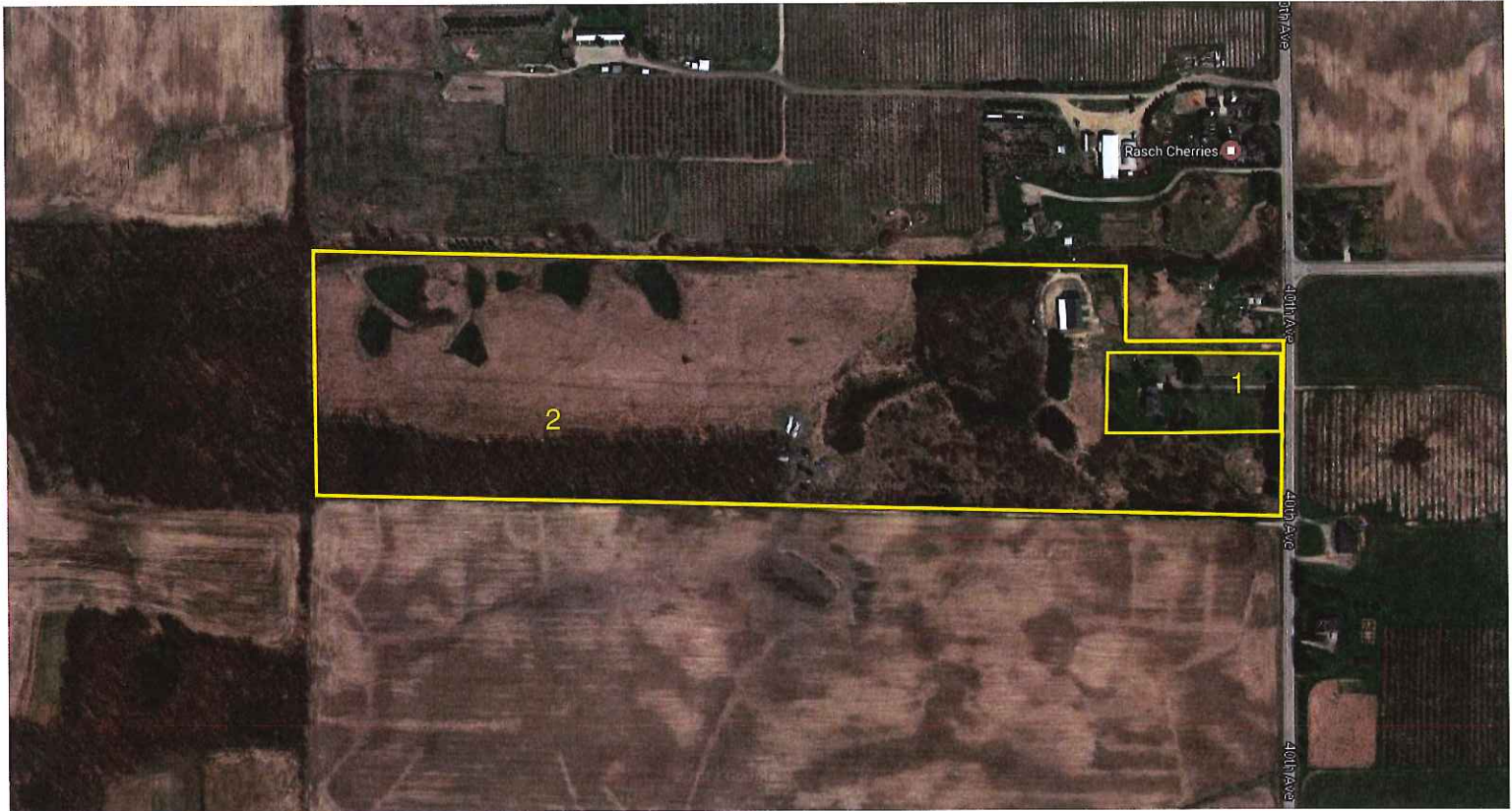
39 Acres

## Auction Announcements

1. There is no buyer's premium added to high bid.
2. A 10% deposit will be required from the highest bidder immediately after the conclusion of the auction. This can be paid with personal check.
3. Open House Dates are:  

Saturday, July 8 11 AM – 1 PM  
Wednesday, July 12 5 – 7 PM
4. The auction will be held at the property. Registration begins at 5 PM with the auction at 6 PM.
5. The Property is zoned Ag preservation. Therefore, the vacant land (parcel 2) per current township rules will not be allowed to have a residential home built on it.
6. Land division rights; Per the Michigan PA 288 of 1967, as amended by the 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.
7. A 3% co-op commission is offered to participating brokers. To qualify, our registration form must be filled out and sent back to us 48 hours prior to the auction.
8. The two parcels will be offered individually and together as one and will sell in the manner which brings the highest selling price.

## Property Information



### Parcel 1:

Beautiful 2 story log home on 2.9 Acres with scenic wrap around porch, 2,459 Sq. Ft., 4 bedrooms, 2 baths, with bonus room above garage. The 2 stall garage is currently converted to a conference room but could be converted back to a garage. There is also a carport, a small barn used for storage, and a large yard with mature trees.

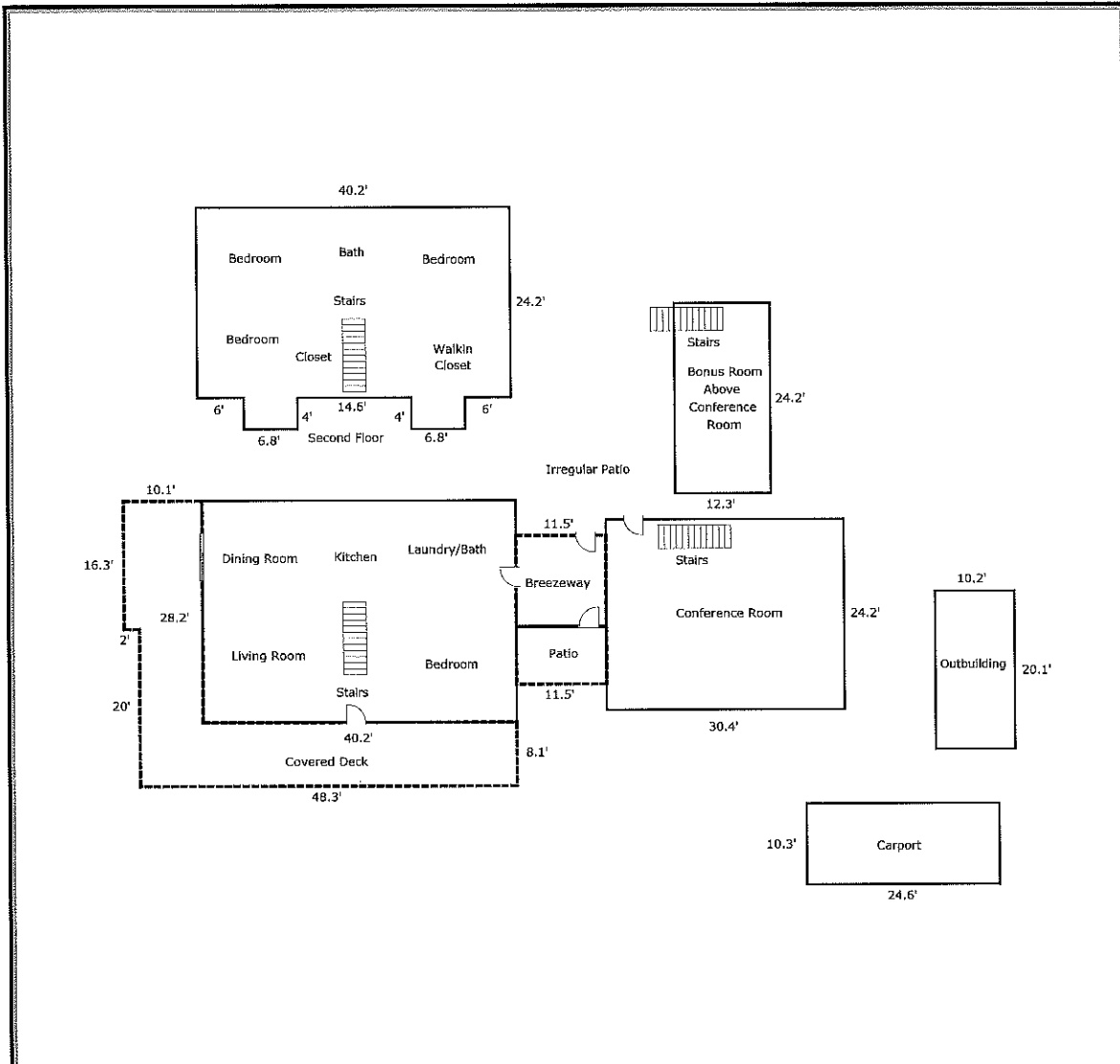
### Parcel 2:

36 Acres of vacant land. Per current township rules, this parcel is not buildable. It was used as farm and orchard land, but was converted to a wildlife habitat property with some ponds. The land could be converted back to farm land with clearing and reconnecting of tile drainage. Currently enrolled in U.S. Fish and Wildlife "Partners for Fish and Wildlife Habitat Development Program", but could be removed at approx. cost of \$1,500. This parcel also features a beautiful, large barn with lean to.



### Building Sketch

Borrower	Leonard Schwallier		
Property Address	17537 40th Ave		
City	Conklin	County	Ottawa
		State	MI
Lender/Client	Leonard Schwallier	Zip Code	49403



TOTAL Sketch by a la mode, Inc.

#### Area Calculations Summary

Living Area	Calculation Details	
Main Floor	1133.64 Sq ft	$28.2 \times 40.2 = 1133.64$
Bonus Room Over Conference Room	297.66 Sq ft	$12.3 \times 24.2 = 297.66$
Second Floor	1027.24 Sq ft	$6.8 \times 4 = 27.2$ $6.8 \times 4 = 27.2$ $24.2 \times 40.2 = 972.84$
<b>Total Living Area (Rounded):</b>	<b>2459 Sq ft</b>	
Non-living Area		
Patio	83.95 Sq ft	$11.5 \times 7.3 = 83.95$
Carport	253.38 Sq ft	$10.3 \times 24.6 = 253.38$
Breezeway	133.4 Sq ft	$11.6 \times 11.5 = 133.4$
Outbuilding	205.02 Sq ft	$20.1 \times 10.2 = 205.02$
Conference Room	735.68 Sq ft	$24.2 \times 30.4 = 735.68$
Covered Deck	652.25 Sq ft	$10.1 \times 16.3 = 164.63$ $8.1 \times 11.9 = 96.39$ $8.1 \times 48.3 = 391.23$

(6)



*Cooperator 31730-9-0029*

Region 3 Assistance Agreement	
Habitat #	
DCN #	31730-9-0029
Budget fund acct	31730-1121-03HR
\$ Amount	1500.00
ABC code	W-2
Budget object code	411-C

## PARTNERS FOR FISH AND WILDLIFE HABITAT DEVELOPMENT AGREEMENT

This Agreement between Richard Schwaller (Cooperator(s)) and the U.S. Fish and Wildlife Service (Service) is authorized by the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666, the Fish and Wildlife Act of 1956, 16 U.S.C. 742a-j, and the Partners for Fish and Wildlife Act (Pub. L. 109-294).

The Service and the Cooperator(s) agree to carry out certain wildlife management practices and habitat developments on land owned by the Cooperator(s) as described in the attached Project Plan and identified on the attached map and/or aerial photograph.

The Cooperator(s) agrees to join as a participant in a wildlife habitat development program and grants to the Service the authority to carry out wildlife habitat developments, or agrees to personally carry out wildlife habitat development and management activities with financial or material support, as described in the Project Plan. Any supplies, equipment or direct payment from the Service to the Cooperator(s) for carrying out the wildlife habitat developments are also listed in the Project Plan.

The Cooperator(s) further agrees:

1. To assume responsibility for securing federal, state and local permits needed to carry out the proposed habitat development project.
2. To allow the wildlife habitat development project described in the Project Plan to remain in place for a period of 10 years from the date of the Cooperator's signature on this Agreement.
3. To allow the Service or its representatives reasonable access to the described property for the period of this Agreement in order to complete the agreed upon habitat development project and to make periodic inspections of the habitat development for program monitoring purposes.
4. To complete payment in full to any contractor(s) and/or vendor(s) for agreed upon services and/or materials related to the project, once the project has been finished and approved by the Service or its representative.
5. To provide to the Service copies of all bids, invoices and receipts associated with the project.

- 6 To notify the Service in writing at least 30 days before closing of any planned sale or other change in the ownership of the described property
- 7 To complete all cooperators' responsibilities as listed in Section III of the Project Plan.

The Service further agrees

Upon satisfactory completion of the project, and sufficient documentation of projects expenses incurred by the cooperator, to reimburse the cooperator for documented expenses not to exceed \$ 1500.00

Walter D. ...

The Service assumes no authority over the described property for purposes of controlling trespass, for controlling noxious weeds, for identifying or removing pre-existing hazards including waste materials, for granting rights of way, or for any other incidents of ownership. The Service also assumes no liability for property damage or injuries to people not caused by its own negligence, and any claims shall be processed in accordance with the Federal Tort Claims Act. The Cooperator(s) shall own all of the completed or installed developments and shall be solely responsible for paying all taxes and assessments on the described property.

This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. However, if the Cooperator(s) terminates the Agreement before its expiration, or if the Cooperator(s) should fail to maintain the wildlife habitat development for the length of the Agreement, then the Cooperator(s) agrees to reimburse the U.S. Fish and Wildlife Service prior to final termination for the pro-rated costs of all habitat development projects placed on the described land through this Agreement. For these purposes the total cost of the development projects to the United States are agreed to be \$ 1700.00\* (\*cost includes material provided by the Service)

COOPERATOR(S)  
*Richard L. Schwallier*  
(Cooperator(s))  
Richard L. Schwallier  
(Printed name)  
5-14-09  
(Date)

U.S. FISH AND WILDLIFE SERVICE  
*[Signature]*  
Project Manager  
G. Lowe  
(Printed name)  
5/20/09  
(Date)

Cooperator  
(Printed name)  
(Date)

*[Signature]*  
Contracting Officer  
(Printed name)  
MAY 26 2009  
(Date)

Cooperator  
(Printed name)



*Richard L. Schwaller*  
Cooperator(s)

*Richard L. Schwaller*  
(Printed name(s))

*5-14-09*  
(Date)

*C. Kone*  
Project Manager

*C. Kone*  
(Printed name)

*5/20/09*  
(Date)

Cooperator

(Printed name)

(Date)

Cooperator

Printed name

Date



# 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.

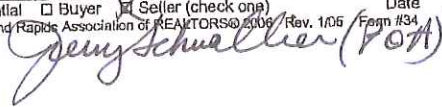
This form was provided to the buyer or seller before disclosure of confidential information.

 \_\_\_\_\_ Date 5-19-17 \_\_\_\_\_  
 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.**

Leonard H. Schwallier Trust \_\_\_\_\_ Date 5-19-2017 \_\_\_\_\_  
 Potential  Buyer  Seller (check one) \_\_\_\_\_ Date \_\_\_\_\_  
 © Grand Rapids Association of REALTORS® 2006 Rev. 1/06 Form #34 \_\_\_\_\_  
 This form not authorized for use after December 31, 2008.

  
 Leonard H. Schwallier (RA)

# This is an estate property + seller has not lived in this home

West Michigan Regional

**SELLER'S DISCLOSURE STATEMENT**

Rev. 4/08

Property Address:

17537 40<sup>th</sup> Ave., Coaklin, Mich (Wright Township)

Michigan

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

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

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

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

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

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

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 \_\_\_\_\_ no \_\_\_\_\_  
If yes, please explain: \_\_\_\_\_
- Insulation:** Describe, if known: \_\_\_\_\_  
Urea Formaldehyde foam insulation (UFFI) is installed? unknown \_\_\_\_\_ yes \_\_\_\_\_ no \_\_\_\_\_
- Roof: Leaks?** yes \_\_\_\_\_ no \_\_\_\_\_  
Approximate age, if known: \_\_\_\_\_
- Well:** Type of well (depth/diameter, age and repair history, if known): \_\_\_\_\_  
Has the water been tested? yes \_\_\_\_\_ no \_\_\_\_\_  
If yes, date of last report/results: \_\_\_\_\_
- Septic tanks / drain fields:** Condition, if known: \_\_\_\_\_
- Heating system:** Type/approximate age: \_\_\_\_\_
- Plumbing system:** Type: copper \_\_\_\_\_ galvanized \_\_\_\_\_ other \_\_\_\_\_  
Any known problems? \_\_\_\_\_
- Electrical system:** Any known problems? \_\_\_\_\_
- 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 \_\_\_\_\_ no \_\_\_\_\_  
If yes, please explain: \_\_\_\_\_

Seller's Disclosure Statement

Property Address: 17357 1/2 Ave., Conklin, MI (Wright Township) Michigan

Property conditions, improvements & additional information (continued):

- 11. Flood Insurance: Do you have flood insurance on the property?
12. Mineral Rights: Do you own the mineral rights?

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?
2. Any encroachments, easements, zoning violations or nonconforming uses?
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?
4. Structural modifications, alterations or repairs made without necessary permits or licensed contractors?
5. Settling, flooding, drainage, structural or grading problems?
6. Major damage to the property from fire, wind, floods or landslides?
7. Any underground storage tanks?
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.?
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge?
10. Any outstanding municipal assessments or fees?
11. Any pending litigation that could affect the property or the Seller's right to convey the property?

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

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

The Seller has owned the property since (date).

The Seller has indicated above the condition of all items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer.

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: Leonard A. Schwallier Trust / Jenny L. Schwallier (POA) Date: 5-19-2017

Seller: Date:

Buyer has read and acknowledges receipt of this statement.

Buyer: Date: Time:

Buyer: Date: Time:

Disclaimer: This form is provided as a service of the REALTOR® Associations that comprise the West Michigan Regional Forms Committee. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction.

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**BUY/SELL AGREEMENT**

THIS BUY/SELL AGREEMENT ("Agreement") made this 19<sup>th</sup> day of July, 2017, by and between (i) Leonard H. Schwallier, as Trustee of the Leonard H. Schwallier Restated Trust, under agreement dated August 7, 2008, and his successor, hereinafter called the "Seller", and (ii) \_\_\_\_\_ of \_\_\_\_\_

*[please note whether husband and wife, married, single, partnership, corporation, etc]*, hereinafter called the "Buyer". The Buyer hereby agrees to buy the Property (as defined in the attached Exhibit A), also described as Parcel \_\_\_\_\_, in the auction by which such Property is being offered, subject to any and all exceptions listed in the Commitment, as defined below, other than liens and encumbrances to be paid and released at closing, according to the following terms:

1. The full purchase price of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) shall be paid upon execution and delivery of Warranty Deed by Seller by bank money order, cashier's check or wire transfer of immediately available funds.
2. The Sale of the Property shall be closed (the "Closing") within ten (10) days after the preparation of all closing documents, but not later than September 5, 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 April 19, 2017, ("Commitment"), 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.

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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 without limitation 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: \_\_\_\_\_.
  
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. Buyer acknowledges having received and inspected a copy of the Seller's Disclosure Statement, see attached Exhibit B.
  
8. Buyer acknowledges having received a copy of and having had the opportunity to review the Disclosure Regarding Real Estate Agency Relationships, see attached Exhibit C.
  
9. Real property taxes for years prior to the year in which the closing occurs shall be paid by the Seller. Real property taxes for years after the year in which the closing occurs shall be paid by the Buyer. The real property taxes for the year in which the closing occurs shall be prorated through the date of closing, with Seller responsible for taxes from January 1 through the closing date and Buyer responsible for taxes from the day following the closing date through December 31. If the exact amount of either or both of the tax bills is not known on the date of closing, the proration will be based on the prior year's tax bills without adjustment. Seller shall pay all special assessments that are first due and payable on or before the closing date and Buyer shall pay all special assessments that are first due and payable after the closing date. Any special assessments that are paid or may be paid in installments shall be prorated

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such that Seller shall be responsible for all installments coming due on or before the closing date and Buyer shall be responsible for all installments coming due after the closing date.

10. A standard ALTA Owner's Policy of Title Insurance based on the Commitment and in the amount of the purchase price shall be furnished to the Buyer at the Seller's expense.
11. At Closing Buyer shall reimburse Seller for a portion of Seller's costs in obtaining a survey of the parent parcel of which the Property was a part. The portion of the survey costs to be reimbursed by Buyer is \_\_\_\_\_ and no/100 Dollars (\$ \_\_\_\_\_. \_\_) per parcel purchased.
12. 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 Ottawa 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.
13. 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.
14. Buyer hereby deposits \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as valuable consideration evidencing Buyer's good faith commitment to purchase the Property, which is non refundable and to be applied to the purchase price at Closing. In the event of default by the Buyer, all deposits made hereunder may be forfeited as liquidated damages without notice to Buyer, or alternatively, at Seller's election, the Seller may retain such deposit as part of the payment of the purchase price and pursue any legal or equitable remedies against the Buyer including the right to bring an action for specific performance and/or to collect damages (including reasonable legal fees).  
[Method of Payment: \_\_\_\_\_]
15. 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.
16. Buyer acknowledges that the auction company is an agent for the Seller.

17. Time is of the essence regarding this Agreement.
18. Seller agrees to pay the auctioneer commission and expenses as stated in the Employment Agreement May 18, 2017, between the auction company and Seller.
19. 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.
20. 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]

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 \_\_\_\_\_

\*\*\*\*\*

*FOR OFFICE USE ONLY:*

*TYPE OF CLOSING:* \_\_\_\_\_ *CASH;* \_\_\_\_\_ *MORTGAGE;* \_\_\_\_\_ *OTHER [explain]*

*LENDER NAME:* \_\_\_\_\_

*CONTACT NAME:* \_\_\_\_\_ *PHONE:* \_\_\_\_\_

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 <b>First American Title</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	THROUGH ITS AGENT <b>Best Homes Title Agency, LLC</b>

Commitment No.: **GRC-101981**

1. Commitment Date: **04/19/2017** at 8:00 AM

2. Policy (or Policies) to be issued:

Policy Amount

**\$TBD**

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

Proposed Insured: **To be determined**

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

**Leonard H. Schwallier, as Trustee of the Leonard H. Schwallier Restated Trust, under agreement dated August 7, 2008, and his successors**

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

Situated in the **Township of Wright, County of Ottawa, State of Michigan**

**\*SEE ATTACHED LEGAL DESCRIPTION RIDER**



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

**LEGAL DESCRIPTION RIDER**

Situated in the **Township of Wright, County of Ottawa, State of Michigan**

**That part of the NE 1/4 of Section 18, T8N, R13W, Wright Township, Ottawa County, Michigan, described as: Beginning at a point on the East line of the NE 1/4 of said Section; S0°27' 17" W 200.00 feet from the NE corner of said Section; thence S0°27'17"W 33.00 feet along said East line; thence N88°20'16"W 505.00 feet; thence S0°27'17"W 252.00 feet; thence S88°20'16"E 505.00 feet; thence S0°27'17"W 187.00 feet along said East line; thence N88°20'16"W 2653.86 feet along the South line of the N 1/2 of the N 1/2 of the NE 1/4 of said Section; thence N0°23'08"E 673.39 feet along the North and South 1/4 line of said Section to the North 1/4 corner of said Section; thence S88°18'29"E 2214.70 feet along the North line of the NE 1/4 of said Section to a point N88°18'29" W 440.00 feet from the NE corner of said Section; thence S0°27'17" W 200.00 feet; thence S88°18'29"E 440.00 feet to the place of beginning.**

**ALSO:**

**That part of the NE 1/4 of Section 18, T8N, R13W, Wright Township, Ottawa County, Michigan, described as: Commencing S0°27'17"W 233 feet from the NE corner of said Section 18; thence S0°27' 17"W 252.00 feet; thence N88°20'16"W 505.00 feet; thence N0°27'17"E 252.00 feet; thence S88°20' 16"E 505.00 feet to the point of beginning.**

 <b>First American Title</b>	Commitment for Title Insurance
	BY <b>First American Title Insurance Company</b>
<b>Schedule BI</b>	THROUGH ITS AGENT <b>Best Homes Title Agency, LLC</b>

## REQUIREMENTS

Commitment No.: **GRC-101981**

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. **Submit to the Company the Operating Agreement, including any amendments thereto, of Schwallier Land Preservation, LLC, a Michigan limited liability company, and the Certificate issued by the Corporation Division of the Commercial Services Bureau of the Michigan Department of Energy, Labor and Economic Growth evidencing proper filing of the Articles of Organization. **\*\*NOTE: The above must be submitted to the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.****
  - E. **Said operating agreement is being required to verify that Richard L. Schwallier had the authority to execute deed recorded in Document No. 2016-0042446.**
  - F. **Current Certificate of Trust Existence and Authority for the Leonard H. Schwallier Restated Trust, which complies with the requirements of MCL 565.432; MSA 26.745(2).**
  - G. **Warranty Deed from Leonard H. Schwallier, as Trustee of the Leonard H. Schwallier Restated Trust, under agreement dated August 7, 2008, and his successors to the proposed insured purchaser(s).**
  - H. **Release(s) of the Lis Pendens excepted on Schedule B - Section II.**
  - I. **NOTE: A search of the Public Records does not reveal any open mortgage. You must disclose any knowledge of any unrecorded mortgage or other obligation that may result in a lien attaching to the Land.**
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements relating to the interest or the loan.
5. Pay unpaid taxes and assessments unless shown as paid. The amounts shown as unpaid do not include collection fees, penalties or interest.

SEE ATTACHED TAX INFORMATION SHEET



**TAX INFORMATION SHEET**

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

**2016 Winter Taxes in the amount of \$651.46 are PAID.**  
**2016 Summer Taxes in the amount of \$318.99 are PAID.**

**Property Address: 17537 40th Avenue, Conklin, Michigan 49403**  
**Tax Parcel Number: 70-06-18-200-009**  
**2016 State Equalized Value: \$98,500.00**  
**Principal Residence Exemption: 100%**

**Taxable Value: \$32,900.00**  
**School District: Coopersville**

**Special Assessments: NONE**

**2016 Winter Taxes in the amount of \$1,516.54 are PAID.**  
**2016 Summer Taxes in the amount of \$742.55 are PAID.**

**Tax Parcel Number: 70-06-18-200-010**  
**2016 State Equalized Value: \$101,600.00**  
**Principal Residence Exemption: 100%**  
**Assessed Address: 17537 40th Ave.**

**Taxable Value: \$76,584.00**  
**School District: Coopersville**

**Special Assessments: NONE**

 <b>First American Title</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	THROUGH ITS AGENT <b>Best Homes Title Agency, LLC</b>

**EXCEPTIONS**

Commitment No.: **GRC-101981**

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. All oil, gas and mineral interests of every kind and nature, and all rights appurtenant thereto.
8. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise.
9. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
10. Terms, covenants and conditions as set forth in Affidavit Attesting that Agricultural Property Shall Remain Qualified Agricultural Property recorded in Liber 5713, Page 760.
11. Terms, covenants and conditions as set forth in Affidavit Attesting that Agricultural Property Shall Remain Qualified Agricultural Property recorded in Liber 5772, Page 813.
12. Proceedings pending in the Ottawa County Probate Court, Case No. 16-63016-CZ, disclosed by Lis Pendens recorded 10/7/2016 in Document# 2016-0038027.