

BIDDER'S PACKET

Brian Payne Estate

Berrien County, MI

Thursday, April 26, 2018

6:00 PM



**Auction to be held at Bertrand Township Community Hall:
3835 Buffalo Road
Buchanan, MI 49107**

F: 1-616-583-5230

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

P: 1-800-LAST BID
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.

HOW THE AUCTION WILL BE CONDUCTED

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

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

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

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

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

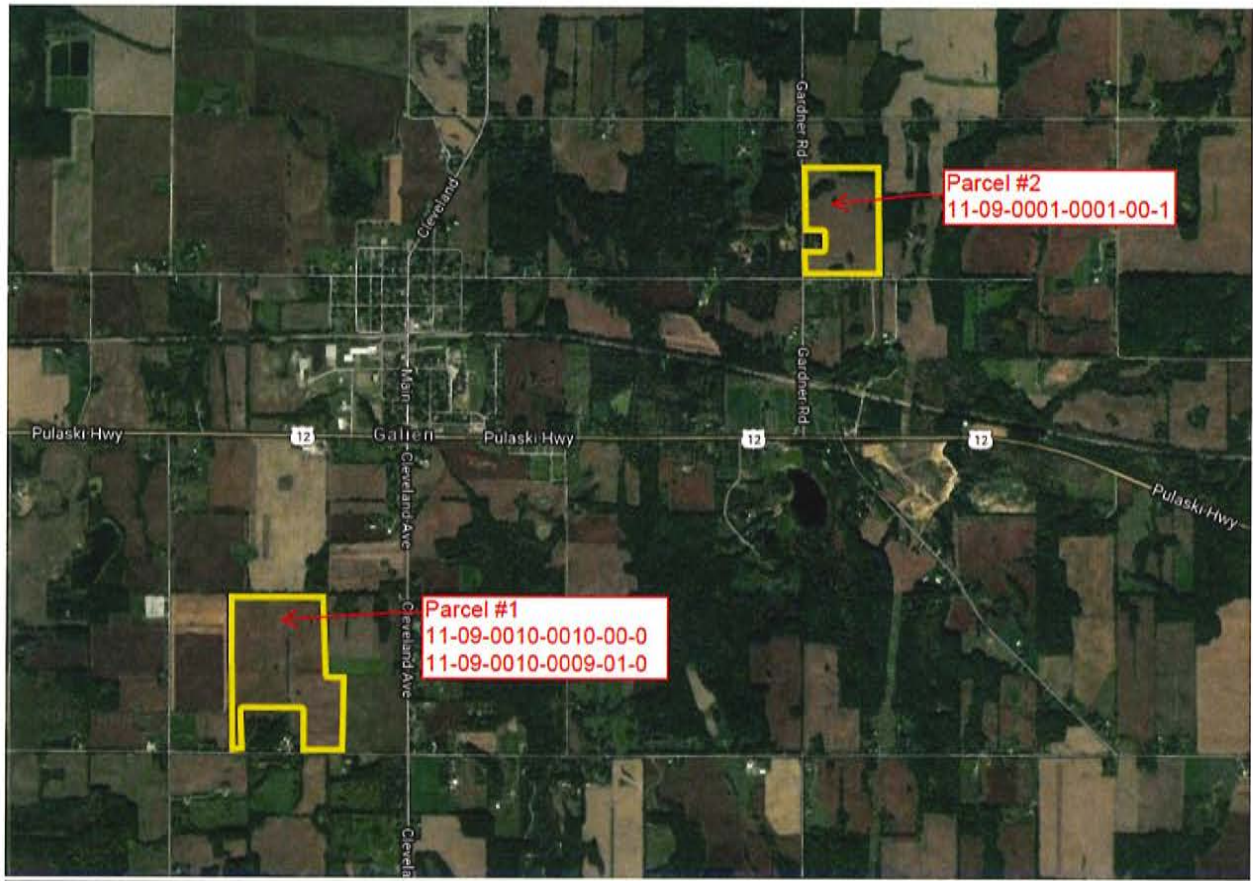
Thank you for your consideration.

Miedema Auctioneering, Inc.

Brian Payne Estate
Auction Announcements

1. There is no buyers premium added to the high bid.
2. Parcel # 1 is enrolled in PA 116 and buyer will need to assume this contract.
3. Parcel # 2 is currently leased for the 2018 growing season at \$120.00 per acre. Buyer will need to assume this lease and will be entitled to the lease payments for this year.
4. The property is available for inspection any time. It is vacant land and you can walk the property at your convenience.
5. Auction will be held at Bertrand Township Community Hall, 3835 Buffalo Rd, Buchanan, MI beginning at 6 PM. Registration begins at 5 PM.
6. A 10% deposit will be required from the high bidder immediately after the auction. Cash or good check will be accepted.
7. No new surveys will be completed. Copies of recent surveys are available in this bid packet.
8. The land will be bid on by the parcel, not by the acre.
9. All real estate taxes owed prior to the auction will be paid for by the seller.
10. Closing must be held by May 31, 2018. Closing can be held earlier.

Property Information



Location: Parcel # 1 is located just 1 mile south of Gallien, then ½ mile west on Buffalo Rd., while Parcel # 2 is 1 mile east of Gallien on the NE corner of Gardner Rd & Second St.

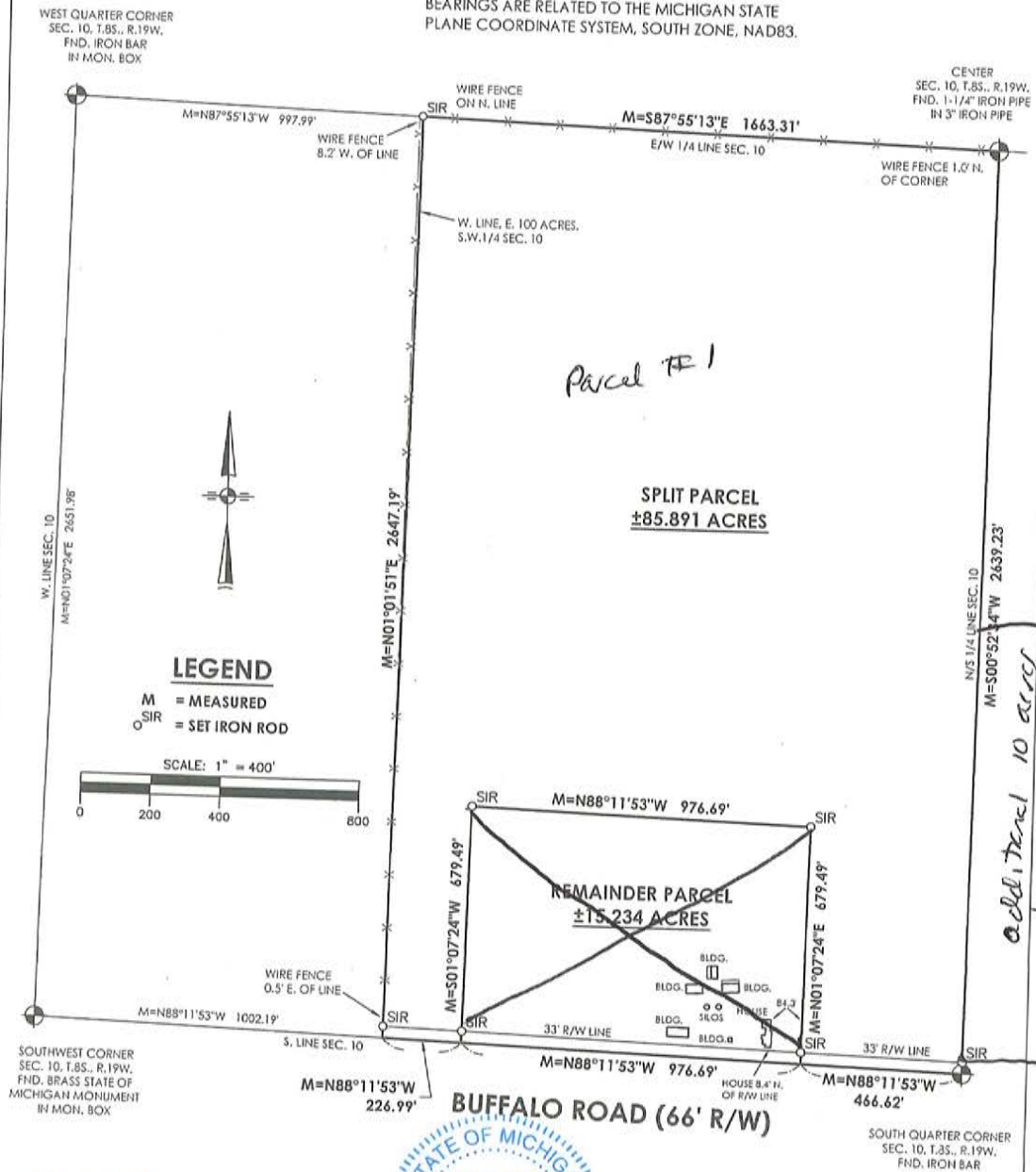
Parcel #1: 95.9 Acres of farmland with frontage on Buffalo Rd., Nearly all tillable. There is some older tile. Located on Buffalo Rd. between Cleveland Ave. & Rickerman Rd.

Parcel #2: 55 Acres of land with frontage on 2 roads (Gardner & Second St.). Most tillable with some woods on NW corner and few patches of trees in other places.

CERTIFICATE OF SURVEY

I, MATTHEW REINKING, A LICENSED PROFESSIONAL SURVEYOR, NUMBER 54057, IN MICHIGAN, CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF A BOUNDARY SURVEY PERFORMED UNDER MY DIRECTION FOR THE FOLLOWING DESCRIBED PARCEL OF LAND:
SEE SHEET 2 OF 2 FOR DESCRIPTIONS

BEARINGS ARE RELATED TO THE MICHIGAN STATE
PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83.



MATTHEW REINKING
LICENSED PROFESSIONAL SURVEYOR No. 54057
ABONMARCHE CONSULTANTS, INC.



1/16/2018
DATE OF CERTIFICATE

THIS SURVEY COMPLIES WITH THE REQUIREMENTS OF ACT 132 OF THE PUBLIC ACTS OF 1967, AS AMENDED, AND WAS PERFORMED WITH AN ERROR OF CLOSURE NO GREATER THAN 1 IN 5000. ACT 288 OF MICHIGAN PUBLIC ACTS OF 1967, AS AMENDED, SHOULD BE CHECKED TO SEE THAT ANY PROPERTY CONVEYANCE DOES NOT VIOLATE THIS ACT. THIS SURVEY WAS BASED ON THE INCLUDED LEGAL DESCRIPTION AS IT APPEARS ON A DEED OR TITLE INSURANCE POLICY, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS, ANY WRITTEN OR UNWRITTEN RIGHTS OF ADJOINERS ARE UNKNOWN UNLESS SPECIFICALLY NOTED.

PREPARED FOR:

BRIAN PAYNE

DRAWN BY: MGR

APPROVED BY: MAF

DATE: JANUARY 15, 2018

SCALE: 1" = 400'

SOUTHWEST QUARTER SECTION 10

TOWN 8 SOUTH, RANGE 19 WEST

GALIEN TOWNSHIP

SHEET 1 OF 2

JOB NO. 17-1717

95 West Main Street
Benton Harbor, MI. 49023
T 269.927.2295
F 269.927.1017
abonmarcne.com

Battle Creek
Benton Harbor
Manistee
South Haven
Goshen
Hobart
Lafayette
South Bend
Valparaiso
Engineering · Architecture · Land Surveying

CERTIFICATE OF SURVEY

I, MATTHEW REINKING, A LICENSED PROFESSIONAL SURVEYOR, NUMBER 54057, IN MICHIGAN, CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF A BOUNDARY SURVEY PERFORMED UNDER MY DIRECTION FOR THE FOLLOWING DESCRIBED PARCEL OF LAND:
EXISTING PARENT PARCEL (PARCEL #11-11-09-0010-0010-00-0) PER DEED (LIBER 3009, PAGE 2042):

THE EAST 100 ACRES OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 19 WEST, GALIEN TOWNSHIP, BERRIEN COUNTY, MICHIGAN.

SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD OR OTHERWISE, IF ANY.
SUBJECT TO FACTS THAT WOULD BE DISCLOSED IN A FULL AND ACCURATE TITLE SEARCH.
SUBJECT TO RIGHTS OF THE PUBLIC OR GOVERNMENTAL UNIT IN ANY PART TAKEN, USED OR DEEDED FOR ROAD OR RIGHT OF WAY.

SPLIT PARCEL:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWN 8 SOUTH, RANGE 19 WEST, GALIEN TOWNSHIP, BERRIEN COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE NORTH 88° 11' 53" WEST, ON THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 466.62 FEET; THENCE NORTH 01° 07' 24" EAST, PARALLEL WITH THE WEST LINE OF SAID SECTION, A DISTANCE OF 679.49 FEET; THENCE NORTH 88° 11' 53" WEST, PARALLEL WITH SAID SOUTH SECTION LINE, 976.69 FEET; THENCE SOUTH 01° 07' 24" WEST, PARALLEL WITH SAID WEST SECTION LINE, 679.49 FEET TO SAID SOUTH SECTION LINE; THENCE NORTH 88° 11' 53" WEST, ON SAID SOUTH LINE, 226.99 FEET TO THE WEST LINE OF THE EAST 100 ACRES OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE NORTH 01° 05' 51" EAST, ON SAID WEST LINE, 2647.19 FEET TO THE EAST AND WEST QUARTER LINE OF SAID SECTION; THENCE SOUTH 87° 55' 13" EAST, ON SAID QUARTER LINE, 1663.31 FEET TO THE CENTER OF SAID SECTION; THENCE SOUTH 00° 52' 34" WEST, ON THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION, A DISTANCE OF 2639.23 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD OR OTHERWISE, IF ANY.
SUBJECT TO FACTS THAT WOULD BE DISCLOSED IN A FULL AND ACCURATE TITLE SEARCH.
SUBJECT TO RIGHTS OF THE PUBLIC OR GOVERNMENTAL UNIT IN ANY PART TAKEN, USED OR DEEDED FOR ROAD OR RIGHT OF WAY.

REMAINDER OF PARENT PARCEL:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWN 8 SOUTH, RANGE 19 WEST, GALIEN TOWNSHIP, BERRIEN COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION THAT IS NORTH 88° 11' 53" WEST, 466.62 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE CONTINUING NORTH 88° 11' 53" WEST, ON SAID SOUTH LINE, 976.69 FEET; THENCE NORTH 01° 07' 24" EAST, PARALLEL WITH THE WEST LINE OF SAID SECTION, A DISTANCE OF 679.49 FEET; THENCE SOUTH 88° 11' 53" EAST, PARALLEL WITH SAID SOUTH SECTION LINE, 976.69 FEET; THENCE SOUTH 01° 07' 24" WEST, PARALLEL WITH SAID WEST SECTION LINE, 679.49 FEET TO THE POINT OF BEGINNING.

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WEST QUARTER CORNER SECTION 10

IRON BAR IN MON. BOX		
MAG NAIL IN 12" CHERRY	S88°E	35.85'
MAG NAIL IN UTILITY POLE	S25°W	73.87'
MAG NAIL IN 6" x 6" POST	S72°W	34.66'
MAG NAIL IN POWER POLE	N35°W	62.75'

CENTER OF SECTION 10

1-1/2" IRON PIPE INSIDE 3" PIPE		
CENTER OF 8" WOOD POST	N45°W	1.10'
MAG NAIL IN 28" TREE	N80°E	4.40'
MAG NAIL IN 10" CHERRY	S45°E	13.42'
MAG NAIL IN 8" TREE	S15°W	16.25'

SOUTHWEST CORNER SECTION 10

BRASS STATE OF MICHIGAN MONUMENT IN BOX		
MAG NAIL IN UTILITY POLE	N26°E	65.00'
TOP/CENTER OF TELE. PEDESTAL	N55°E	53.69'
MAG NAIL IN 24" TREE	N41°W	57.84'
MAG NAIL IN 30" TREE	S17°E	48.10'

SOUTH QUARTER CORNER SECTION 10

IRON BAR		
SET REBAR/CAP #54057	NORTH	33.00'
MAG NAIL IN UTILITY POLE	N70°W	96.70'
MAG NAIL IN UTILITY POLE	N75°E	107.95'
MAG NAIL IN 16" TREE	S05°E	23.90'



MATTHEW REINKING
LICENSED PROFESSIONAL SURVEYOR No. 54057
ABONMARCHE CONSULTANTS, INC.

1/16/2018
DATE OF CERTIFICATE

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PREPARED FOR:

BRIAN PAYNE

DRAWN BY: MGR

APPROVED BY: MAF

DATE: JANUARY 15, 2018

SCALE: NONE

SOUTHWEST QUARTER SECTION 10

TOWN 8 SOUTH, RANGE 19 WEST

GALIEN TOWNSHIP

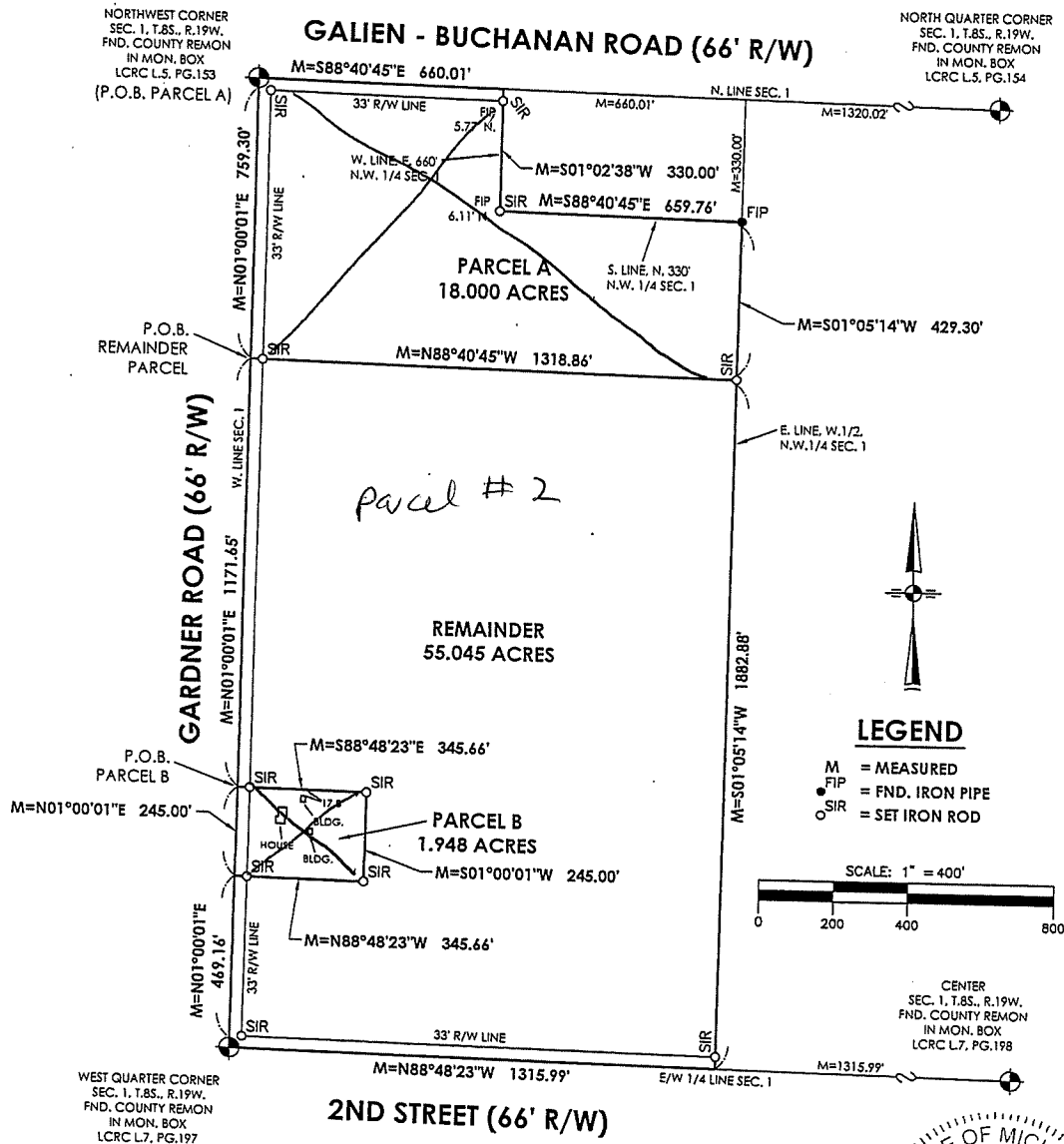
SHEET 2 OF 2

JOB NO. 17-1717

CERTIFICATE OF SURVEY

I, MATTHEW REINKING, A LICENSED PROFESSIONAL SURVEYOR, NUMBER 54057, IN MICHIGAN, CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF A BOUNDARY SURVEY PERFORMED UNDER MY DIRECTION FOR THE FOLLOWING DESCRIBED PARCEL OF LAND: SEE SHEET 2 OF 2 FOR DESCRIPTIONS.

BEARINGS FOR THIS SURVEY ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83.



Matthew Reinking
MATTHEW REINKING
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PREPARED FOR:	DRAWN BY: MGR	NORTHWEST QUARTER SECTION 1
BRIAN PAYNE	APPROVED BY: MAF	TOWN 8 SOUTH, RANGE 19 WEST
	DATE: JANUARY 15, 2018	GALIEN TOWNSHIP
	SCALE: 1" = 400'	SHEET 1 OF 2

CERTIFICATE OF SURVEY

I, MATTHEW REINKING, A LICENSED PROFESSIONAL SURVEYOR, NUMBER 54057, IN MICHIGAN, CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF A BOUNDARY SURVEY PERFORMED UNDER MY DIRECTION FOR THE FOLLOWING DESCRIBED PARCEL OF LAND:

EXISTING PARENT PARCEL (PARCEL #11-09-0001-0001-00-1) PER DEED (LIBER 3084, PAGE 1948):

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 8 SOUTH, RANGE 19 WEST, GALIEN TOWNSHIP, BERRIEN COUNTY, MICHIGAN, EXCEPTING THE NORTH 330 FEET OF THE EAST 660 FEET THEREOF.

SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD OR OTHERWISE, IF ANY.
SUBJECT TO FACTS THAT WOULD BE DISCLOSED IN A FULL AND ACCURATE TITLE SEARCH.
SUBJECT TO RIGHTS OF THE PUBLIC OR GOVERNMENTAL UNIT IN ANY PART TAKEN, USED OR DEEDED FOR ROAD OR RIGHT OF WAY.

PARCEL A:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 8 SOUTH, RANGE 19 WEST, GALIEN TOWNSHIP, BERRIEN COUNTY, MICHIGAN; THENCE SOUTH 88° 40' 45" EAST, ON THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 660.01 FEET TO THE WEST LINE OF THE EAST 660 FEET OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH 01° 02' 38" WEST, ON SAID WEST LINE, 330.00 FEET TO THE SOUTH LINE OF THE NORTH 330 FEET OF SAID SECTION; THENCE SOUTH 88° 40' 45" EAST, ON SAID SOUTH LINE, 659.76 FEET TO THE EAST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH 01° 05' 14" WEST, ON SAID EAST LINE, 429.30 FEET; THENCE NORTH 88° 40' 45" WEST, PARALLEL WITH SAID NORTH SECTION LINE, 1318.86 FEET TO THE WEST LINE OF SAID SECTION; THENCE NORTH 01° 00' 01" EAST, ON SAID WEST LINE, 759.30 FEET TO THE POINT OF BEGINNING.

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PARCEL B:

BEGINNING AT A POINT ON THE WEST LINE OF SECTION 1, TOWNSHIP 8 SOUTH, RANGE 19 WEST, GALIEN TOWNSHIP, BERRIEN COUNTY, MICHIGAN, WHICH IS SOUTH 01° 00' 01" WEST, 1930.95 FEET FROM THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH 88° 48' 23" EAST, PARALLEL WITH THE EAST AND WEST QUARTER LINE OF SAID SECTION, A DISTANCE OF 345.66 FEET; THENCE SOUTH 01° 00' 01" WEST, PARALLEL WITH SAID WEST SECTION LINE, 245.00 FEET; THENCE NORTH 88° 48' 23" WEST, PARALLEL WITH SAID EAST AND WEST QUARTER LINE, 345.66 FEET TO SAID WEST SECTION LINE; THENCE NORTH 01° 00' 01" EAST, ON SAID WEST LINE, 245.00 FEET TO THE POINT OF BEGINNING.

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REMAINDER OF PARENT PARCEL:

BEGINNING AT A POINT ON THE WEST LINE OF SECTION 1, TOWNSHIP 8 SOUTH, RANGE 19 WEST, GALIEN TOWNSHIP, BERRIEN COUNTY, MICHIGAN, WHICH IS SOUTH 01° 00' 01" WEST, 759.30 FEET FROM THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH 88° 40' 45" EAST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 1318.86 FEET TO THE EAST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH 01° 05' 14" WEST, ON SAID EAST LINE, 1882.88 FEET TO THE EAST AND WEST QUARTER LINE OF SAID SECTION; THENCE NORTH 88° 48' 23" WEST, ON SAID QUARTER LINE, 1315.99 FEET TO THE WEST QUARTER CORNER OF SAID SECTION; THENCE NORTH 01° 00' 01" EAST, ON THE WEST LINE OF SAID SECTION, 469.16 FEET; THENCE SOUTH 88° 48' 23" EAST, PARALLEL WITH SAID EAST AND WEST QUARTER LINE, 345.66 FEET; THENCE NORTH 01° 00' 01" EAST, PARALLEL WITH SAID WEST SECTION LINE, 245.00 FEET; THENCE NORTH 88° 48' 23" WEST, PARALLEL WITH SAID EAST AND WEST QUARTER LINE, 345.66 FEET TO SAID WEST SECTION LINE; THENCE NORTH 01° 00' 01" EAST, ON SAID WEST LINE, 1171.65 FEET TO THE POINT OF BEGINNING.

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NORTHWEST QUARTER SECTION 1
COUNTY REMON CORNER IN MON. BOX
LCRC LIBER 5, PAGE 153
NAIL/TAG IN UTILITY POLE N40°W 46.63'
N23°E 62.81'
NAIL/TAG IN 18" PINE N16°W 110.84'
NAIL/TAG IN UTILITY POLE S45°W 55.76'
CENTER OF MANHOLE

WEST QUARTER CORNER SECTION 1
COUNTY REMON CORNER IN MON. BOX - PIPE ONLY, NO BRASS CAP
LCRC LIBER 7, PAGE 197
PK NAIL IN POWER POLE S18°E 102.44'
PK NAIL IN POWER POLE N25°W 79.69'
TRAFFIC SIGN S68°W 45.84'
SET REBAR/CAP #54057 N46°E 46.59'

NORTH QUARTER SECTION 1
COUNTY REMON CORNER IN MON. BOX
LCRC LIBER 5, PAGE 154
MAG NAIL IN UTILITY POLE N23°W 33.42'
MAG NAIL IN UTILITY POLE N76°W 195.92'
MAG NAIL IN UTILITY POLE N81°E 170.34'
MAG NAIL IN UTILITY POLE S70°E 153.93'

CENTER OF SECTION 1
COUNTY REMON CORNER IN MON. BOX
LCRC LIBER 7, PAGE 198
PK NAIL IN POWER POLE S10°E 66.20'
MAG NAIL IN UTILITY POLE S82°W 144.18'
MAG NAIL IN 18" TREE N52°W 66.04'
MAG NAIL IN 14" TREE N05°W 46.69'

Matthew Reinking
MATTHEW REINKING

LICENSED PROFESSIONAL SURVEYOR No. 54057
ABONMARCHE CONSULTANTS, INC.

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DATE OF CERTIFICATE

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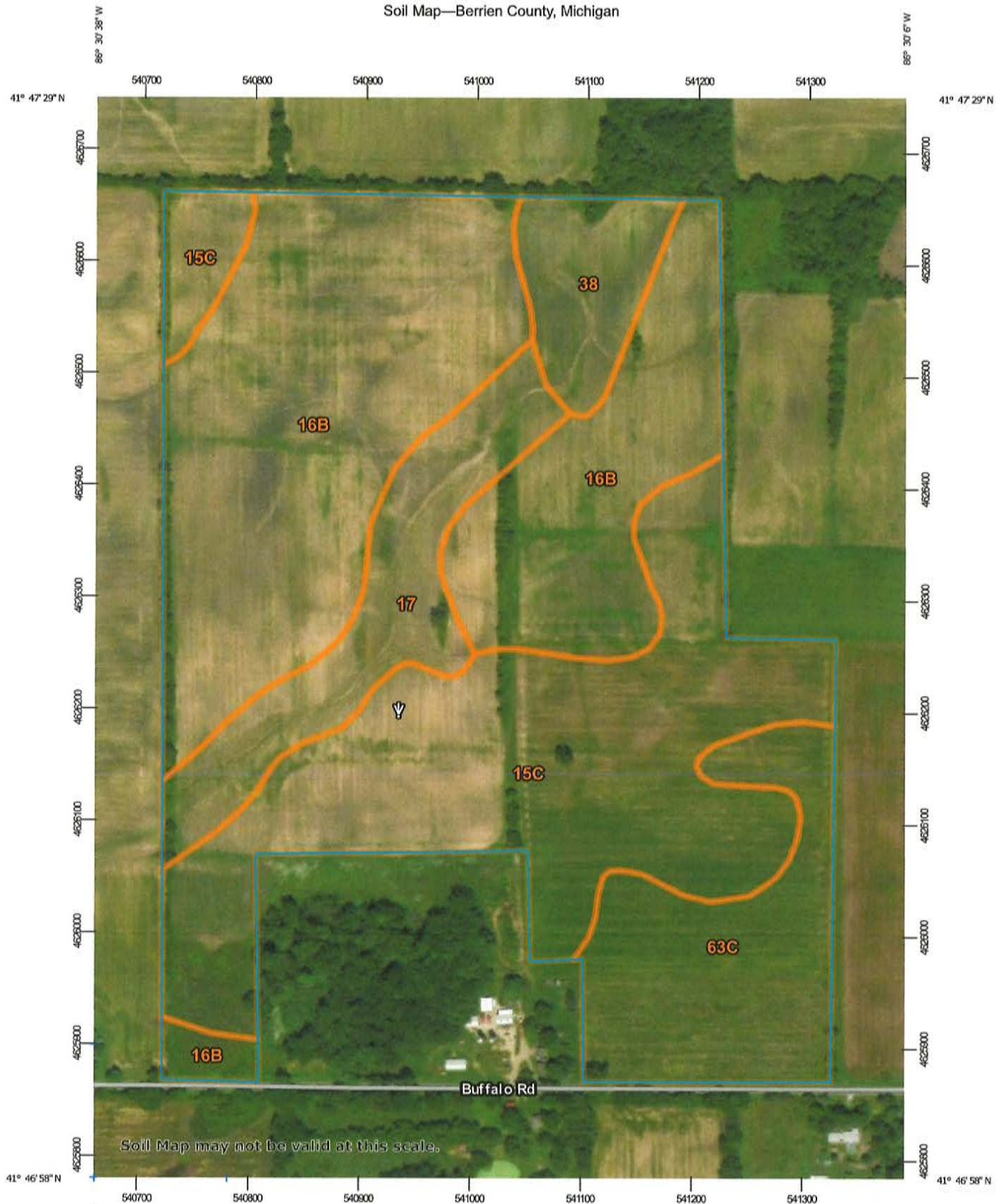
PREPARED FOR:	DRAWN BY: MGR	NORTHWEST QUARTER SECTION 1
BRIAN PAYNE	APPROVED BY: MAF	TOWN 8 SOUTH, RANGE 19 WEST
	DATE: JANUARY 15, 2018	GALIEN TOWNSHIP
	SCALE: NONE	SHEET 2 OF 2

O:\Projects\2017\1716 Brien Payne\CAD_Survey\Drawings\17-1716.dwg, 8.5x11 (2), 1/16/2018 8:46:46 AM, mreinking, 1:1

JOB NO. 17-1716

Auction Parcel #1

Soil Map—Berrien County, Michigan



Soil Map may not be valid at this scale.

Map Scale: 1:4,700 if printed on A portrait (8.5" x 11") sheet.

0 50 100 200 300 Meters

0 200 400 800 1200 Feet

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









Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

3/7/2018
Page 1 of 3

MAP LEGEND

	Area of Interest (AOI)		Spoil Area
	Area of Interest (AOI)		Stony Spot
	Soils		Very Stony Spot
	Soil Map Unit Polygons		Wet Spot
	Soil Map Unit Lines		Other
	Soil Map Unit Points		Special Line Features
	Special Point Features		
	Blowout		Water Features
	Borrow Pit		Streams and Canals
	Clay Spot		Transportation
	Closed Depression		Rails
	Gravel Pit		Interstate Highways
	Gravelly Spot		US Routes
	Landfill		Major Roads
	Lava Flow		Local Roads
	Marsh or swamp		Background
	Mine or Quarry		Aerial Photography
	Miscellaneous Water		
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Berrien County, Michigan
Survey Area Data: Version 12, Oct 5, 2017

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

Date(s) aerial images were photographed: Jun 3, 2009—Oct 13, 2016

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

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
15C	Glynwood loam, 6 to 12 percent slopes	30.3	31.8%
16B	Crosier silt loam, 0 to 4 percent slopes	39.0	40.9%
17	Rensselaer silt loam	9.4	9.9%
38	Elvers silt loam	4.8	5.0%
63C	Metea loamy sand, 6 to 12 percent slopes	11.8	12.4%
Totals for Area of Interest		95.3	100.0%

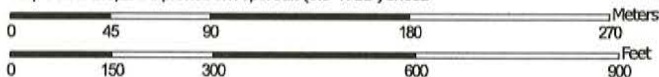
Auction Parcel #2

Soil Map—Berrien County, Michigan



Soil Map may not be valid at this scale.

Map Scale: 1:3,290 if printed on A portrait (8.5" x 11") sheet.



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





















Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

3/7/2018
Page 1 of 3

MAP LEGEND

 Area of Interest (AOI)	 Area of Interest (AOI)
 Soils	 Soil Map Unit Polygons
 Soil Map Unit Lines	 Soil Map Unit Points
 Soil Map Unit Points	 Special Point Features
 Blowout	 Borrow Pit
 Clay Spot	 Closed Depression
 Gravel Pit	 Gravelly Spot
 Landfill	 Lava Flow
 Marsh or swamp	 Mine or Quarry
 Miscellaneous Water	 Perennial Water
 Rock Outcrop	 Saline Spot
 Sandy Spot	 Severely Eroded Spot
 Sinkhole	 Slide or Slip
 Sodid Spot	 Special Line Features
 Water Features	 Streams and Canals
 Transportation	 Rails
 Interstate Highways	 US Routes
 Major Roads	 Local Roads
 Background	 Aerial Photography

MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Berrien County, Michigan
Survey Area Data: Version 12, Oct 5, 2017

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

Date(s) aerial images were photographed: Jun 29, 2012—Oct 20, 2016

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

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
13C	Spinks loamy fine sand, 6 to 12 percent slopes	43.1	78.8%
13D	Spinks loamy fine sand, 12 to 18 percent slopes	9.7	17.8%
14B	Riddles loam, 2 to 6 percent slopes	1.0	1.8%
16B	Crosier silt loam, 0 to 4 percent slopes	0.9	1.6%
Totals for Area of Interest		54.8	100.0%



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 transaction 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.

Middleman Auctioneers Inc March 1 2018
Licensee Date Licensee Date

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

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

BUY/SELL AGREEMENT

THIS BUY/SELL AGREEMENT ("Agreement") made this 16th day of April, 2018, by and between (i) Brian K. Payne hereinafter called the "Seller", and (ii) _____ of _____

[please note whether husband and wife, married, single, partnership, corporation, etc], hereinafter called the "Buyer". The Buyer hereby agrees to buy the Property (as defined in the attached Exhibit A), also described as Parcel _____, in the auction by which such Property is being offered, subject to any existing building and use restrictions, zoning ordinances and easements, if any, according to the following terms:

1. The full purchase price of _____ Dollars (\$ _____) shall be paid upon execution and delivery of Warranty Deed by Seller by bank money order, cashier's check or wire transfer of immediately available funds.
2. The Sale of the Property shall be closed (the "Closing") within ten (10) days after the preparation of all closing documents, but not later than May 31, 2018. 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 2/15/2018, 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. For Parcel 1, possession will be given to Buyer at Closing. For Parcel 2, possession will be given to Buyer at Closing, subject to the terms of the land lease for the 2018 growing season. Buyer of Parcel 2 will be entitled to the lease payments for the 2018 land lease.
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: _____.
6. Buyer acknowledges having received a copy of and having had the opportunity to review the Disclosure Regarding Real Estate Agency Relationships, see attached Exhibit B.
7. For Parcel 1 only, Buyer will honor all conditions and restrictions contained in the Farmland Development Rights Agreement (PA 116) and Buyer will assume responsibilities for all payback and/or penalty provisions, if any, provided by law.
8. 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 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.
9. 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.
10. A new survey will not be completed and is not a contingency of the Sale.
11. The Closing will be conducted by Best Homes Title Agency, LLC. Closing fees charged by the title company of approximately Four Hundred Fifty and no/100 Dollars (\$450.00) 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 Berrien 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.
12. Per the Michigan PA 288 of 1967, as amended by P.A. 87 of 1997, Seller will transfer without warranty to Buyer the right to divide the Property purchased hereunder as follows: Parcel 1 – ten (10) land divisions; Parcel 2 – five (5) land divisions. This is subject to compliance with the Act. Seller and Auction Company make no

representation as to the effect local zoning ordinances or regulations may have on Buyer's ability to divide the Property at all. Buyer acknowledges that local laws may differ and be more restrictive and not allow Buyer to divide the Property into smaller parcels.

13. Seller reserves the right to convert this transaction to an exchange pursuant to Internal Revenue Code section 1031. Buyer agrees to cooperate with Seller and shall execute an Assignment Agreement and any other documents reasonably requested by Seller at no additional cost or liability to Buyer.

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 dated February 27, 2018, 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.

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

BUYER'S SIGNATURE _____ Dated _____

BUYER'S PRINTED NAME _____ Dated _____

BUYER'S SIGNATURE _____ Dated _____

BUYER'S PRINTED NAME _____ Dated _____

BUYER'S ADDRESS _____

BUYER'S DAYTIME TELEPHONE (_____) _____ - _____

WITNESS _____ Dated _____

SELLER'S ACCEPTANCE:

The above offer is hereby accepted.

SELLER'S SIGNATURE _____ Dated _____

SELLER'S PRINTED NAME _____ Dated _____

SELLER'S SIGNATURE _____ Dated _____

SELLER'S PRINTED NAME _____ Dated _____

SELLER'S ADDRESS _____

SELLER'S TELEPHONE (_____) _____ - _____

WITNESS _____ Dated _____

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

LENDER NAME: _____

CONTACT NAME: _____ *PHONE:* _____

IF BUYING MORE THAN ONE PARCEL, BUYER WISHES TO DEED

_____ *ALL THE PARCELS ON ONE DEED;* _____ *EACH PARCEL SEPARATELY*

IF DEEDING SEPARATELY, LIST PRICES PER PARCEL _____

 First American Title™	ALTA Commitment for Title Insurance
Commitment	ISSUED BY First American Title Insurance Company
	FILE NO. GRC-111053

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

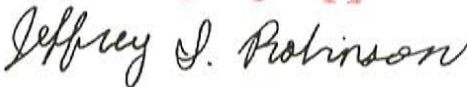
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *First American Title Insurance Company*, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

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AMERICAN
LAND TITLE
ASSOCIATION



(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is *less than the certain dollar amount set forth in any applicable arbitration clause*, shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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AMERICAN
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First American Title™

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data. **Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

PRIVACY INFORMATION

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information.

We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have request of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

Transaction Identification Data for reference only:

Issuing Agent: **Best Homes Title Agency, LLC**

Issuing Office: **4949 Plainfield Avenue NE, Grand Rapids, Michigan 49525**

Telephone: (616) 885-9027 Facsimile: (616) 885-9033

Commitment Number: **GRC-111053**

Property Address: **Vacant Land --Buffalo Rd., 11-09-0010-0010-00-0; 11-09-0010-0009-01-0; 11-09-0001-0001-00-1, Gallien Twp., MI**

1. Commitment Date: **02/15/2018** at 8:00 AM

2. Policy to be issued:

a. **ALTA Owner's Policy**

Proposed Policy Amount

\$10,000.00

Proposed Insured: Brian K. Payne


3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the said estate or interest in the Land is at the Commitment Date vested in:

Brian K. Payne

5. The Land is described as follows:

~ SEE ATTACHED LEGAL DESCRIPTION RIDER ~

By: 
Authorized Countersignature

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File No.: **GRC-111053**

ALTA Commitment For Title Insurance 8-1-16

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AMERICAN
LAND TITLE
ASSOCIATION



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

LEGAL DESCRIPTION RIDER

Situated in the Township of Galien, County of Berrien, State of Michigan

Parcel 1:

That part of the Southwest 1/4 of Section 10, Town 8 South, Range 19 West, described as beginning at the South 1/4 corner of said Section 10; thence North 88 degrees 11' 53" West, on the South line of said Section, a distance of 466.62 feet; thence North 01 degree 07' 24" East, parallel with the West line of said Section, a distance of 679.49 feet; thence North 88 degrees 11' 53" West, parallel with said South Section line, 976.69 feet; thence South 01 degree 07' 24" West, parallel with said West Section line 679.49 feet to said South Section line; thence North 88 degrees 11' 53" West, on said South line 226.99 feet to the West line of the East 100 acres of the Southwest 1/4 of said Section; thence North 01 degree 05' 51" East, on said West line, 2647.19 feet to the East and West 1/4 line of said Section; thence South 87 degrees 55' 13" East, on said 1/4 line, 1663.31 feet to the center of said Section; thence South 00 degrees 52' 34" West, on the North and South 1/4 line of said Section, a distance of 2639.23 feet to the point of beginning.

Parcel 2:

The West 10 Acres of the Southwest 1/4 of the Southeast 1/4 of Section 10, Township 8 South, Range 19 West.

Parcel 3:

Beginning at a point on the West line of Section 1, Township 8 South, Range 19 West, which is South 01 degree 00' 01" West 759.30 feet from the Northwest Corner of said Section; thence South 88 degrees 40' 45" East, parallel with the North line of said Section 1, a distance of 1318.86 feet to the East line of the West 1/2 of said Northwest 1/4; thence South 01 degree 05' 14" West, on said East line, 1882.88 feet to the East and West 1/4 line of said Section; thence North 88 degrees 48' 23" West, on said 1/4 line, 1315.99 feet to the West 1/4 corner of said Section; thence North 01 degree 00' 01" East, on the West line of said Section 469.16 feet; thence South 88 degrees 48' 23" East, parallel with said East and West 1/4 line, 345.66 feet; thence North 01 degree 00' 01" East, parallel with said West Section line, 245.00 feet; thence North 88 degrees 48' 23" West, parallel with said East and West 1/4 line, 345.66 feet to said West Section line; thence North 01 degree 00' 01" East on said West line, 1171.65 feet to the point of beginning.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**

ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

Requirements

File No. GRC-111053

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Submit "Affidavit by Owner". Additional requirements may be made or exceptions taken for matters disclosed therein.
 - B. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved. Additional requirements will be added, or exceptions taken, when the names of the Proposed Insured(s) have been determined and the Commitment is updated. The following requirements are listed only as reference based on the current status of Fee Simple title and the exceptions listed on Schedule B-Part II as of the effective date of this Commitment.
 - C. **NOTE:** The legal description in Schedule A is a different legal description than the tax rolls. This change is the result of a land split/division. In order for the Company to close the contemplated transaction, an unconditional land split/division approval from the appropriate governmental entity must be furnished.
 - D. Release(s) of the Assignment of Rents excepted on Schedule B – Section II.
 - E. Discharge(s) of the mortgage(s) excepted on Schedule B – Section II. (In the event the loan is secured by a Mortgage allowing for advances of a credit line, please be advised that the borrower must authorize the lender to freeze the referenced credit line upon issuance of the payoff.)
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

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File No.: **GRC-111053**

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PRELIMINARY

TAX INFORMATION SHEET

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

2017 Winter Taxes in the amount of \$2,357.36 are DELINQUENT

2017 Summer and Winter taxes have been combined and are now payable to the Berrien County treasurer.
Please see below for combined payoff amount

2017 Winter taxes include \$422.68 for Drain 106 maintenance and \$690.19 for Drain 807 - Close Drain.

2017 Summer Taxes in the amount of \$1,260.30 are DELINQUENT

2017 Summer and Winter taxes have been combined and are now payable to the Berrien County treasurer.
Please see below for combined payoff amount.

2017 Taxes in the amount of \$3,877.16 are DELINQUENT and now payable to the Berrien County Treasurer if paid by
03/31/2018.

2016 Taxes in the amount of \$1,889.65 are DELINQUENT and now payable to the Berrien County Treasurer if paid by
03/31/2018

Please contact the Berrien County treasurer prior to closing for final payoff amount.

Property Address: Vacant Land --Buffalo Rd., 11-09-0010-0010-00-0; 11-09-0010-0009-01-0; 11-09-0001-0001-00-1, Galien Twp., MI

Tax Parcel Number: 11-09-0010-0010-00-0 (Parcel 1 - More Land)

2017 State Equalized Value: \$378,476.00

Taxable Value: \$115,838.00

Principal Residence Exemption: 100%

School District: 11034 - River Valley

Special Assessments: Close Drain due in the amount of \$691.81 if paid by 03/31/2018

2017 Winter Taxes in the amount of \$296.79 are DELINQUENT

2017 Summer and Winter taxes have been combined and are now payable to the Berrien County treasurer.
Please see below for combined payoff amount

Winter taxes include \$113.19 for Drain 106 maintenance and \$69.57 for Drain 807 - Close drain.

2017 Summer Taxes in the amount of \$115.56 are DELINQUENT

2017 Summer and Winter taxes have been combined and are now payable to the Berrien County treasurer.
Please see below for combined payoff amount.

2017 Taxes in the amount of \$440.18 are DELINQUENT and now payable to the Berrien County Treasurer if paid by
03/31/2018.

2016 Taxes in the amount of \$405.25 are DELINQUENT and now payable to the Berrien County Treasurer if paid by
03/31/2018

Please contact the Berrien County treasurer prior to closing for final payoff amount.

Tax Parcel Number: 11-09-0010-0009-01-0 (Parcel 2)

2017 State Equalized Value: \$19,430.00

Taxable Value: \$10,622.00

Principal Residence Exemption: 100%

School District: 11034 - River Valley

Assessed Address: W. Buffalo Road

Special Assessments: Close Drain due in the amount of \$70.44 if paid by 03/31/2018

2017 Winter Taxes in the amount of \$1,185.43 are DELINQUENT

2017 Summer and Winter taxes have been combined and are now payable to the Berrien County treasurer.
Please see below for combined payoff amount

Winter taxes include \$211.96 for Drain 807 - Close Drain.

2017 Summer Taxes in the amount of \$721.36 are DELINQUENT

2017 Summer and Winter taxes have been combined and are now payable to the Berrien County treasurer.
Please see below for combined payoff amount.

2017 Taxes in the amount of \$2,047.13 are DELINQUENT and now payable to the Berrien County Treasurer if paid by
03/31/2018.

2016 Taxes in the amount of \$1,190.80 are DELINQUENT and now payable to the Berrien County Treasurer if paid by
03/31/2018

Please contact the Berrien County treasurer prior to closing for final payoff amount.

Tax Parcel Number: 11-09-0001-0001-00-1 (Parcel 3) (More land)

2017 State Equalized Value: \$218,031.00

Principal Residence Exemption: 100%

Assessed Address: 17201 Gardner Rd.

Taxable Value: \$66,303.00

School District: 11311 - Buchanan

**Special Assessments: Drain 807 - Close drain
due in the amount of \$219.04 if paid by 03/31/2018**

PRELIMINARY

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

Exceptions

File No.: GRC-111053

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. 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.
3. 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.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Interest of others in oil, gas and mineral rights, if any, recorded in the Public Records.
8. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned Land.
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B.
10. Taxes and assessments that become a lien against the property after date of closing. The company assumes no liability for tax increases occasioned by retroactive revaluation or changes in the land usage for the insured premises.
11. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

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12. Loss or damage sustained as a result of the failure to obtain an approved land split/division and reassessed legal description to accurately describe only the land insured herein.
13. Right of Way to Michigan Bell Telephone Company as disclosed by instrument recorded in Liber 1085 Page 443.
14. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise.
15. Farmland Development Rights Agreement as disclosed by instrument recorded in Liber 2968 Page 2359. (Parcels 1 & 2)
16. Affidavit attesting that Qualified Agricultural Property or Qualified Forest shall remain Qualified Agricultural Property as disclosed by instrument recorded in Liber 3009 Pge 1004. (Includes Parcel 1)
17. Mortgage between Brian K. Payne, as mortgagor, and Chemical Bank, as mortgagee, in the original stated principal amount of \$480,000.00, dated 10/03/2014, recorded 10/10/2014 in Liber 3084 Page 1928. (Parcels 1, 2 & 3)
18. Assignment of Rents between Brian K. Payne and Chemical Bank, dated 10/03/2014 in Liber 3084 Page 1938. (Parcels 1, 2 & 3)

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