

BIDDER'S PACKET

Jef-Len Modern Dairy Facility & Land – Jeff
& Patti Thelen

Clinton County, MI

Thursday, March 14, 2019

2:00 PM



**Auction to be held at Agro-Liquid Conference Center:
1130 S. DeWitt Rd.
St. Johns, MI 48879**

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.

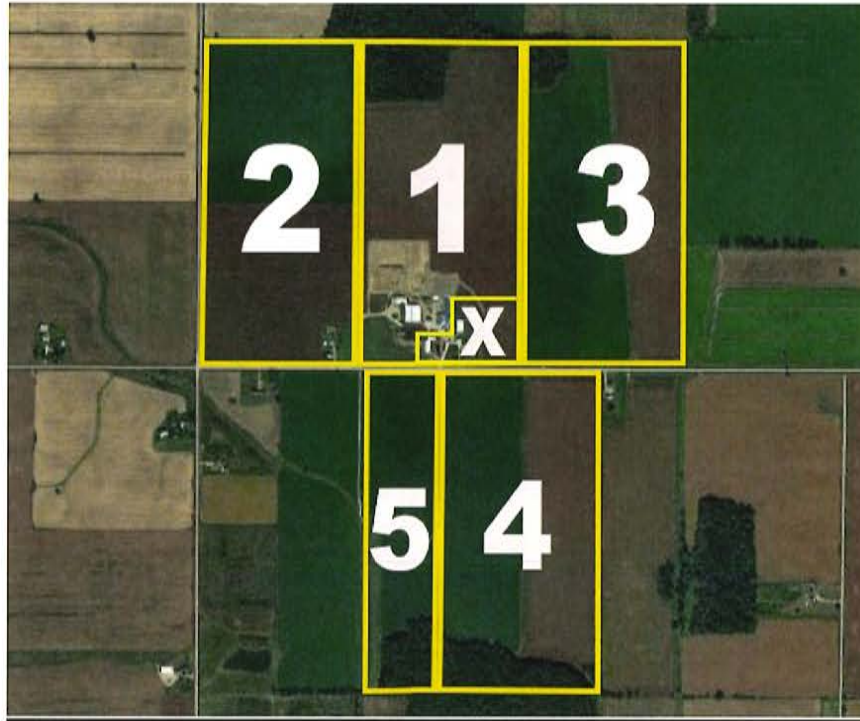
Miedema Auctioneering, Inc.

Jef-Len Modern Dairy Facility & Land

Auction Announcements

1. Real Estate Auction will be held at the Agro-Liquid Conference Center at 1130 S. DeWitt Rd., St. Johns, MI. Registration begins at 1 PM.
2. The dairy milking equipment will be included with the real estate.
3. Open house dates: Thursday, February 22 at 2-4 PM or Wednesday, March 6 at 9AM – Noon (during equipment auction).
4. All the real estate is enrolled in the PA116 program and buyers will need to assume these contracts.
5. A 3% buyer's premium will be in effect. 3% will be added to the high bid as part of the purchase price.
6. 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 1-3, Parcel 2-4, Parcel 3-4, Parcel 4-4, Parcel 5-4. 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. Regarding Parcel 5, please note:
 - a. This parcel may or may not be offered at owner's discretion. The owner would like to keep this parcel but will sell depending on the selling price of the first four parcels. IF he does not offer it at the auction, the buyer of parcel # 1 will have the first option to rent parcel 5 for farming. An announcement will be made near the conclusion of the real estate to auction to announce if it will be offered or not.
8. Regarding Parcel # 1: The buyer will have the first option to rent the shop and tool shed that are part of the 10 acres the seller is keeping.
9. If you desire to bid on the real estate via the internet, you will need to call Donna at 616-538-0367 Ext: 1117 by March 6 to make arrangements and place a deposit.
10. The real estate sells contingent upon the secured creditors acceptance of the high bid.
11. The house on parcel # 2 has new LP furnace gas.

Property Information



Location: Jef-Len Dairy, 8592 W. Parks Rd., St. Johns, MI 48879.

Parcel #1: Modern Dairy Setup on 70 Acres:

- Double 12 Parallel Parlor, Afi milking units, take offs, meters & cow milk ID tags & software, vertical lift - rapid exit, Mueller compressors, 7000 & 2700 gallon Mueller bulk tanks. This was in operation until recently and is ready to move in. Will be sold including all dairy milking equipment in the parlor/milkhouse so it is complete. Parlor has up to 900 cow capacity.
- Free stall housing includes 188 4-row barn built in 2016 with curtains, drive thru center feeding with headlocks, 12x24 calf warming room, 2nd barn includes 83 3-row barn with curtains, center feeding with headlocks plus housing for close-up cows, etc. • Connecting barn
- 2 Manure Lagoons - Engineered
 - 100'x280'x10' with concrete bottom & ramp - clay side - 2,000,000 gallon
 - 880,000 gallon with concrete bottom, ramp & north wall
- (2) Concrete bunk silos with asphalt driveway & pad
- (2) Storage barns - 40'x45' with rafters, 3 service bays, plus a smaller storage barn

Dairy Facility (Built in 2000): 40x70 pole and poured concrete construction with vinyl exterior siding and ASR. The interior consists of a parlor - currently a Double 12 Parallel with Vertical Lift Rapid-Exit fronts. To the south of the parlor consists of a milkhous and utility area (marine board walls, vinyl ceiling). The north of the parlor is an office, supply room, locker room and bathroom. The building is heated by LP gas forced air. Adjoining the dairy facility (on the east side) is a 40x82 pole construction holding area. The holding area has curtain sides and a steel roof. It was built at the same time as the parlor, in 2000. The holding area features four fans, with sprinklers, and has return alleys on each side. It holds approximately 90 cows at any time.

Dairy Equipment (Installed new in 2000): The existing equipment is set-up to support the Double 12 parlor that is currently in operation. It includes a 4000 gal. Mueller bulk tank with two compressors, 2700 gal. Mueller bulk tank with two compressors, Afimilk milking units, pulsators, take-offs and milk meters. Stainless steel lowline, receiver and a 2 HP VS milk pump. Plate cooler with heat recapture by 119 gal. Mueller pre-heater and large water tank for water recycling (plate cooler water is pumped to cow drinkers). DeLaval vacuum pump, air compressor with air dryer and vacuum lines. Pipeline washer, vats and power washer for cleaning parlor. Crowd Gate. Afimilk Cow ID, software and 320 ID tags.

Freestall Barn 1 (1990): 118x88 with traditional open trusses and 118x48 (added in 2008) with Starwood trusses. The exterior has curtain sides, roll-up doors and steel roof. This barn has center feeding with headlocks. There are 82 freestalls at 48" OC with a 12" concrete curb, in three rows, on the east side of the barn. The west side of the barn is loose housing pens for close-up cows. The barn contains 14 fans and Ritchie drinkers on the ends of each side. The weighted average age of this barn is 22 years.

Freestall Barn 2 (2015): 106x244x14' pole construction barn with Starwood trusses, double curtain sides and steel roof. 188 freestalls at 48" OC with a 12" concrete curb in four rows with drive-thru center feeding with headlocks. The barn contains 20 fans, 6 Ritchie drinkers, overhead doors on the drive-thru lane and sliders on the cow alleys.

Connecting and Calf Warming (2015): There is an existing 16x20 connecting barn from the holding area south to the existing freestall barn, a 16x75 enclosed walkway was added to the north. The walkway connects the holding area with freestall barn 2 and contains a Ritchie auto-drinker. Also, a 12x24 calf warming room was added off of the new walkway. This is a loose housing area for newborn calves and features in-floor heat (electric).

Manure Lagoon 1 (2003): 880,000 gallon lagoon with a concrete floor, ramp and north wall. Clay walls on the remaining sides. 9-10' deep, this lagoon receives manure from freestall barn 1 and also wash water from the parlor (reception pit and pump at the end of the holding area).

Manure Lagoon 2 (2015): 100x280x10' manure lagoon with concrete bottom and ramp. Clay side. 2M gallon capacity.

Bunk Silo: 100' (wide) with 100' west wall, 70' center dividing wall and 164' east wall. Concrete floor and 12' ADL walls. The bunk was built in stages, but most of the floor concrete is over 25 years old and in poor condition. In 2012, a 100x130 Asphalt drive and pad was added on the north side of the bunk.

Bunk Silo (2015): 100x130 concrete pad added to the north side of the existing bunk complex.

Equipment Shop: Built in 1982: 28x48 pole construction shop with steel siding and steel roof. The building has an concrete floor with no insulation and no heat. There is shelving for tools and supplies. Large overhead door on the south provides access.

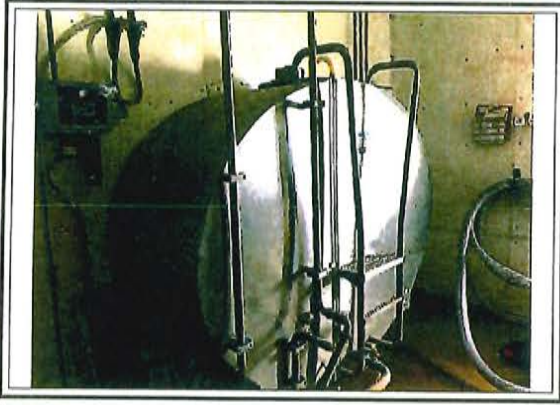
Equipment Storage: Built in 1984: 50x94x14' pole construction equipment storage building with steel siding and steel roof. Dirt floor. Minimal lighting. Access provided by sliding doors.

Dwelling 1 (Located at the main dairy site and being owner's residence): (Inspected from the exterior only - interior details provided by Mr. Thelen): Typical farmhouse set on concrete block basement. The exterior is finished with aluminum siding and ASR (2004). The floorplan includes 5 bedrooms (4 up, 1 down) and 2 bathrooms (1 up and 1 down). The upstairs bathroom was remodeled in 2003 and two of the upstairs bedrooms have no vented heat. The home is heated by an fuel oil forced air furnace and does feature central air conditioning.

Detached Garage: 24x38 frame construction garage with aluminum siding and ASR. Three overhead doors facing south. Older. ?

Dwelling 2 (Inspected from the exterior only - interior details provided by Mr. Thelen): Typical farmhouse set on a stone and concrete basement (in fair condition). The exterior is finished with aluminum siding, ASR and vinyl windows (~2005). The floorplan includes 4 bedrooms (2 up and 2 down) and 1 bathroom. The home is heated by a fuel oil forced air furnace. Employee housing.

Site Improvements: 3 phase power. At the main farm site, there is one crock well providing water to the house. There is also a 4" and 5" well providing water to the barns. There is a septic tank and field providing service to Dwelling 1. There are gravel driveways and parking areas throughout the main farm site. Also, there is a well and septic with drainfield at the Dwelling 2 site.



Dairy Equipment: Bulk Tank



Dairy Equipment: Bulk Tank



Dairy Equipment: Milk Pump



Dairy Equipment: Stainless Steel Vat



Dairy Equipment: Milk and Wash controls



Dairy Equipment: Bladder Tanks, Washer and Dryer



ABOVE: Dairy Facility viewed from the Southwest

BELOW: Dairy Facility: Interior View of the Milking Parlor



- 70 acres, mostly tillable except building location and small woods in back,
- Mainly Capac Loam soils
- Note: The sellers home & older farm buildings & 10 acres are not included on the auction. See website or bid packet for survey & aerial
- The boundary lines on this brochure are not exact

Parcel #2: Prime 80 Acres of Farm Land:

- Nearly all tillable
- Mainly Capac & Capac - Marlette Loams
- Frontage on Parks Road
- Tiled
- Includes 2 story, 4BD home, used for employee housing

Parcel #3: Prime 80 Acres of Farm Land:

- Nearly all tillable
- Mainly Sims, Barkhill & Capac Loams
- Frontage on Parks Road
- Tiled

Parcel #4: Prime 80 Acre Parcel:

- Mostly tillable with small woods in the back
- Mainly Sims, Capac - Marlette Loams
- Frontage on Parks Road
- Tiled

Parcel #5: Prime 40 Acre Parcel:

- Mostly tillable with small woods in the back
- Mainly Capac - Marlette Loams • Frontage on Parks Road
- Tiled

****Note:** At the owner's discretion, Parcel 5 may be offered separately, at or near the conclusion of the real estate auction. It will not be able to be combined with Parcels 1-4 but may be offered after Parcels 1-4."

Survey showing 10 acres removed from parcel #1

CLARK
SURVEYING

CERTIFICATE OF SURVEY

DWG. NO. N/A

BEARINGS SHOWN ON THIS SURVEY WERE DETERMINED IN THE FOLLOWING MANNER

LEGAL DESCRIPTION OF RECORD PER DOC. #5263640:
E 1/2 OF SW 1/4 SEC 20 T.7 N. R.3 W.

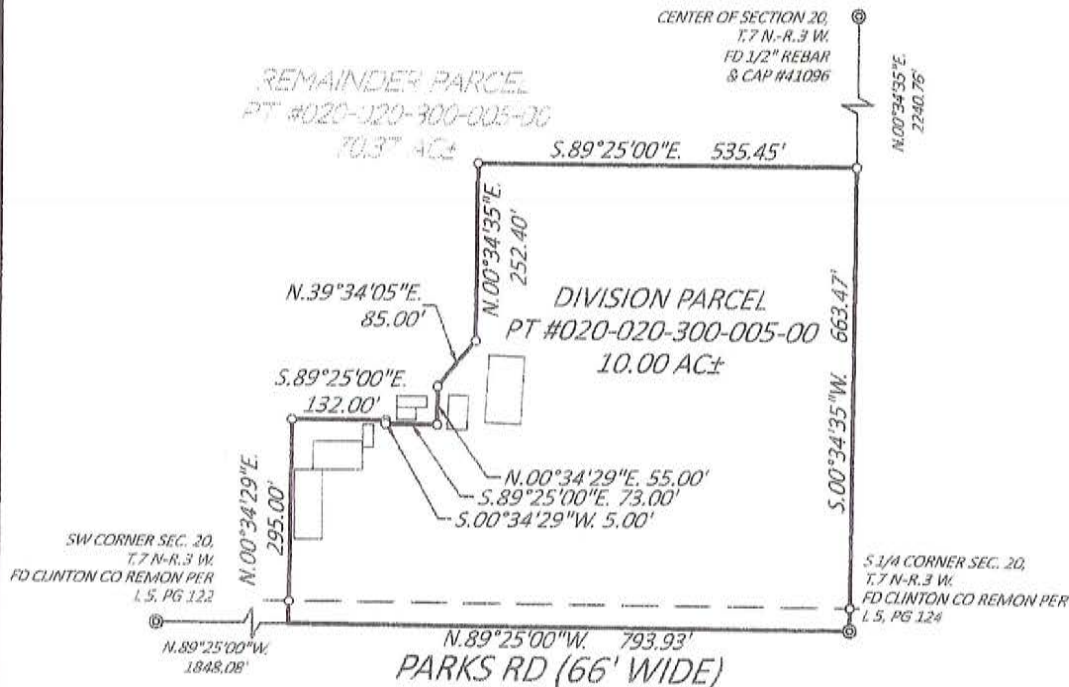
M.D.O.T. C.O.R.S.

Legal Description of Division:

Part of the East 1/2 of the Southwest 1/4 of Section 20, T.7 N.-R.3 W., Bengal Township, Clinton County, Michigan described as:
Beginning at the South 1/4 Corner of said section; thence along the South line of said Section 20, N.89°25'00"E., 793.93 feet; thence N.00°34'29"E., 295.00 feet; thence parallel with the south line of said section, S.89°25'00"E., 132.00 feet; thence S.00°34'29"W., 5.00 feet; thence parallel with the south line of said section, S.89°25'00"E., 73.00 feet; thence N.00°34'29"E., 55.00 feet; thence N.39°34'05"E., 85.00 feet; thence parallel with the North-South 1/4 line, N.00°34'35"E., 252.40 feet; thence parallel with the south line of said section, S.89°25'00"E., 535.45 feet to said North-South 1/4 line; thence along said North-South 1/4 line, S.00°34'35"W., 663.47 feet to the point of beginning, containing 10.00 acres, more or less.

Legal Description of Remainder:

Part of the East 1/2 of the Southwest 1/4 of Section 20, T.7 N.-R.3 W., Bengal Township, Clinton County, Michigan described as:
Beginning on the South line of said Section 20, N.89°25'00"W., 793.93 feet from the South 1/4 Corner of said section; thence along the South line of said Section 20, N.89°25'00"W., 527.08 feet to the West line of said East 1/2 of the Southwest 1/4; thence along said west line, N.00°34'29"E., 2648.27 feet to the East-West 1/4 line; thence along said East-West 1/4 line, S.89°34'15"E., 1321.08 feet to the Center of said Section 20; thence along the North-South 1/4 line, S.00°34'35"W., 1988.36 feet; thence parallel with said south section line, N.89°25'00"W., 535.45 feet; thence S.00°34'35"W., 252.40 feet; thence S.39°34'05"W., 85.00 feet; thence S.00°34'29"W., 55.00 feet; thence parallel with said south section line, N.89°25'00"W., 73.00 feet; thence N.00°34'29"E., 5.00 feet; thence parallel with said south section line, N.89°25'00"W., 132.00 feet; thence S.00°34'29"W., 295.00 feet to the point of beginning, containing 70.37 acres, more or less.

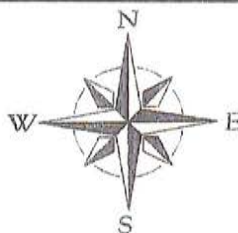


I hereby certify that I have surveyed and mapped the land above platted and/or described on
JULY 23, 2018, and that the ratio of closure on the unadjusted field observation of the survey is no
less than 1 in 5000, and that all of the requirements of P.A. 132 1970, as amended, have been complied
with.

Samuel J. Clark
Samuel J. Clark

Professional Surveyor No. 41096

Revised 01/15/2019: Removed "parallel with said south section line," from remainder legal description



SURVEY FOR: JEFFERY W AND PATRICIA M THELEN
8592 W PARKS RD
ST JOHNS, MI 48879

SAMUEL J CLARK, PS
420 MINER ST
CARSON CITY, MI 48811
PH (989) 388-3565
FAX (989) 905-5902

© - FOUND SURVEY CORNER
○ - SET 1/2" DIA IRON REBAR WITH CAP No. 41096

SHEET 1 OF 1

DATE: JULY 23, 2018

SCALE: 1"=200'

JOB NO. 18105
DWG. NO. N/A

Aerial showing 10 acres removed from Parcel #1

(D)

THELEN SURVEY

10 ACRE PARCEL DIVISION

4 views

SHARE



PROPOSED PROPERTY LINE

Untitled



Made with Google My Maps



Water Well And Pump Record

Completion is required under authority of Part 127 Act 368 PA 1978.



Import ID:

Failure to comply is a misdemeanor.

| | | | | | |
|--|---|------------------------|---|--------------|---------------------------|
| Tax No: | Permit No: W19-15-113 | County: Clinton | Township: Bengal | | |
| Well ID: 19000006615 Elevation: Latitude: 42.974346 Longitude: -84.695191 Method of Collection: Interpolation-Map | Town/Range: 07N 03W | Section: 20 | Well Status: Inactive | WSSN: | Source ID/Well No: |
| | Distance and Direction from Road Intersection: Parks Rd to the East on the North side of the Rd Between Francis and Thelen Rd | | | | |
| | Well Owner: Jeff Thelen | | | | |
| Well Address: 8592 W Parks Rd St. Johns, MI 48879 | | | Owner Address: 8592 W Parks Rd St. Johns, MI 48879 | | |

Drilling Method: Rotary
Well Depth: 380.00 ft.
Well Type: New
Casing Type: PVC plastic
Casing Joint: Solvent welded/glued
Casing Fitting: Shale packer/trap
Well Use: Type III public
Date Completed: 10/20/2015
Height: 1.50 ft. above grade

Diameter: 5.00 in. to 137.00 ft. depth SDR: 21.00

Borehole: 8.25 in. to 137.00 ft. depth
4.00 in. to 380.00 ft. depth

Static Water Level: 37.00 ft. Below Grade
Well Yield Test:
Yield Test Method: Air
Pumping level 380.00 ft. after 2.00 hrs. at 24 GPM

Screen Installed: No
Intake: Bedrock Well

Well Grouted: Yes
Grouting Method: Grout pipe outside casing
Grouting Material: Bentonite slurry
Bags: 7.00
Additives: Other
Depth: 0.00 ft. to 317.00 ft.

Wellhead Completion: Pitless adapter

Nearest Source of Possible Contamination:
Type: Animal waste storage
Distance: 400 ft.
Direction: East

Pump Installed: No
Pressure Tank Installed: No
Pressure Relief Valve Installed: No

| Formation Description | Thickness | Depth to Bottom |
|---------------------------|-----------|-----------------|
| Clay | 20.00 | 20.00 |
| Gravel | 5.00 | 25.00 |
| Clay | 15.00 | 40.00 |
| Sand & Clay | 15.00 | 55.00 |
| Sand | 5.00 | 60.00 |
| Sand & Clay | 10.00 | 70.00 |
| Clay & Gravel | 10.00 | 80.00 |
| Sand & Gravel | 19.00 | 99.00 |
| Red Shale & Sandstone | 71.00 | 170.00 |
| Gray Shale | 155.00 | 325.00 |
| Sandstone | 10.00 | 335.00 |
| Sandstone & Shale | 20.00 | 355.00 |
| Shale Sandstone Limestone | 15.00 | 370.00 |
| Shale | 10.00 | 380.00 |

Geology Remarks:

Drilling Machine Operator Name: Jason Manning
Employment: Subcontractor

Contractor Type: Water Well Drilling Contractor
Business Name: Jandernoa Water Systems
Business Address: 2700 North Tallman Road, Fowler, MI, 48835
Reg No: 19-2538

Water Well Contractor's Certification

This well/pump was constructed under my supervision and I hereby certify that the work complies with Part 127 Act 368 PA 1978 and the well code.

Timothy M. Jordan
Signature of Registered Contractor

Date 12-2-2015

General Remarks:

Other Remarks: Grouting Additive 1:E-Z Mud



United States
Department of
Agriculture

Clinton County, Michigan

Parcels 1, 2, + 4



Common Land Unit

- Cropland CLU
- Non-Cropland CLU
- Tract Boundary
- Section Line

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

2019 Program Year

CLU Date: September 14, 2018
2018 Early Access NAIP Imagery

Farm 5865
Tract 901

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS). *Early Access Imagery is not final production imagery and may show discoloration/shift.

parcel 3



United States
Department of
Agriculture

Clinton County, Michigan



Common Land Unit

- Cropland CLU
- Non-Cropland CLU
- Tract Boundary
- Section Line

Wetland Determination Identifiers

- Restricted Use
- ▽ Limited Restrictions
- Exempt from Conservation Compliance Provisions

2019 Program Year

CLU Date: September 14, 2018
2018 Early Access NAIP Imagery

Farm 5865
Tract 1992

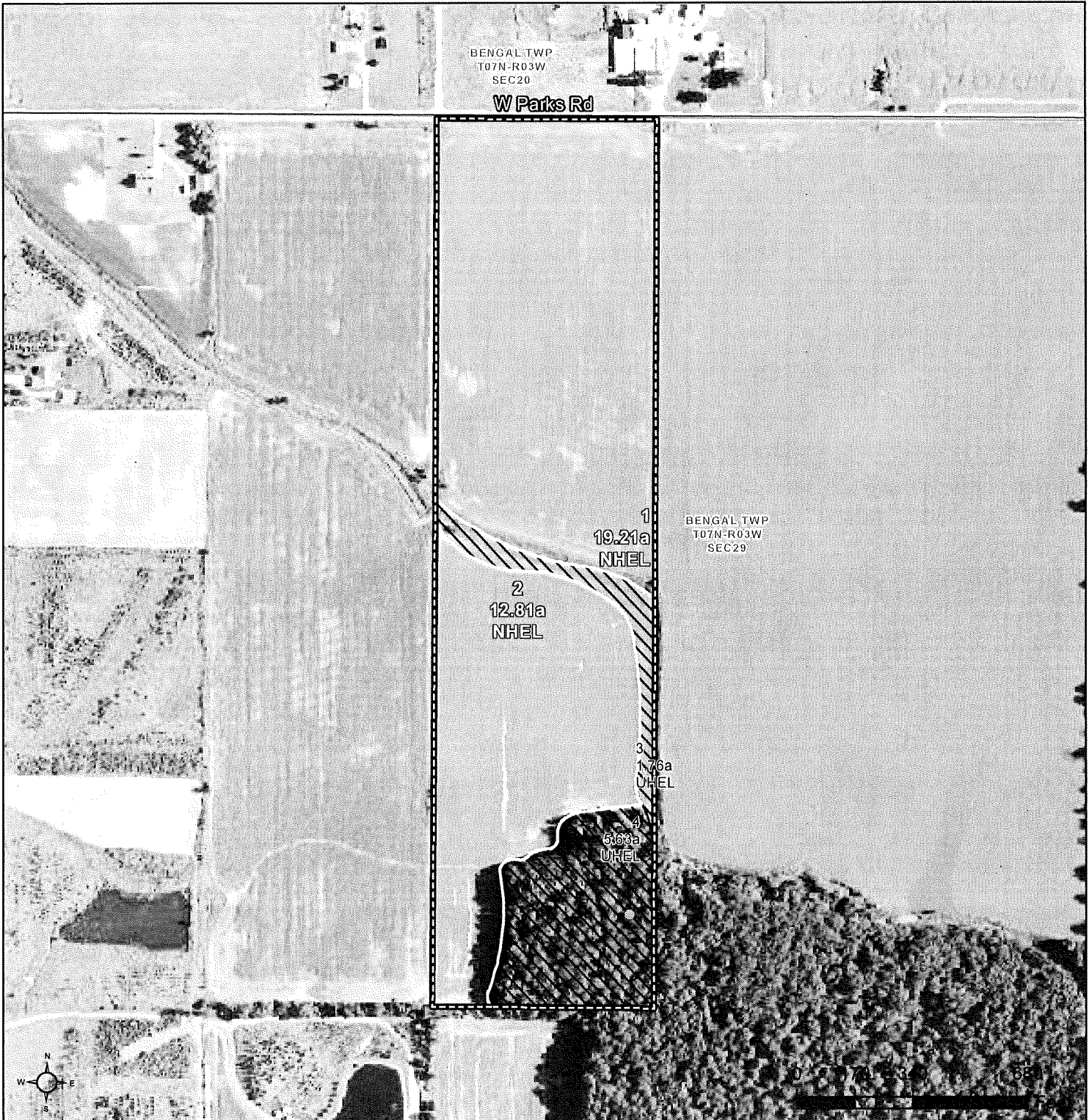
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United States
Department of
Agriculture

Clinton County, Michigan

parcel 5



Common Land Unit

- Cropland CLU
- ▨ Non-Cropland CLU
- ▭ Tract Boundary
- ▭ Section Line

Wetland Determination Identifiers

- Restricted Use
- ▽ Limited Restrictions
- Exempt from Conservation Compliance Provisions

2019 Program Year

CLU Date: September 14, 2018
2018 Early Access NAIP Imagery

Farm 5865
Tract 3610

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS). *Early Access Imagery is not final production imagery and may show discoloration/shift.

MICHIGAN
CLINTON



United States Department of Agriculture
Farm Service Agency

Form: FSA-156EZ

See Page 3 for non-discriminatory Statements.

Abbreviated 156 Farm Record

FARM : 5865

Prepared : Jan 24, 2019

Crop Year : 2019

Operator Name : JEFFRY W THELEN

Farms Associated with Operator : 26-037-5865

CRP Contract Number(s) : None

Recon ID : None

Farm Land Data

| Farmland | Cropland | DCP Cropland | WBP | WRP | CRP | GRP | Sugarcane | Farm Status | Number Of Tracts |
|--------------------|--------------------|------------------------|----------------|------|------|---------------|-----------|----------------------|------------------------|
| 359.94 | 315.38 | 315.38 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | Active | 3 |
| State Conservation | Other Conservation | Effective DCP Cropland | Double Cropped | | MPL | Acre Election | EWP | DCP Ag.Rel. Activity | Broken From Native Sod |
| 0.00 | 0.00 | 315.38 | 0.00 | | 0.00 | | 0.00 | 0.00 | 0.00 |

Crop Election Choice

| ARC Individual | ARC County | Price Loss Coverage |
|----------------|-------------|---------------------|
| None | CORN, SOYBN | None |

DCP Crop Data

| Crop Name | Base Acres | CCC-505 CRP Reduction Acres | CTAP Yield | PLC Yield | HIP |
|--------------|---------------|-----------------------------|------------|-----------|-----|
| Corn | 201.08 | 0.00 | 0 | 120 | |
| Soybeans | 8.62 | 0.00 | 0 | 47 | |
| TOTAL | 209.70 | 0.00 | | | |

NOTES

Tract Number : 901

Description : D6 NW1/4,NE1/4 SEC 29 & SW1/4 SEC 20 BENGAL

FSA Physical Location : MICHIGAN/CLINTON

ANSI Physical Location : MICHIGAN/CLINTON

BIA Unit Range Number :

HEL Status : NHEL: No agricultural commodity planted on undetermined fields

Wetland Status : Tract contains a wetland or farmed wetland

WL Violations : None

Owners : JEFFRY W THELEN

Other Producers : None

Recon ID : None

Tract Land Data

| Farm Land | Cropland | DCP Cropland | WBP | WRP | CRP | GRP | Sugarcane |
|--------------------|--------------------|------------------------|----------------|------|------|----------------------|------------------------|
| 240.47 | 207.08 | 207.08 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| State Conservation | Other Conservation | Effective DCP Cropland | Double Cropped | MPL | EWP | DCP Ag. Rel Activity | Broken From Native Sod |
| 0.00 | 0.00 | 207.08 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

DCP Crop Data

| Crop Name | Base Acres | CCC-505 CRP Reduction Acres | CTAP Yield | PLC Yield |
|-----------|------------|-----------------------------|------------|-----------|
| Corn | 132.31 | 0.00 | 0 | 120 |
| Soybeans | 5.67 | 0.00 | 0 | 47 |



Abbreviated 156 Farm Record

Tract 901 Continued ...

TOTAL 137.98 0.00

NOTES

Tract Number : 1992
Description : D6 SE1/4 OF SEC 20 BENGAL
FSA Physical Location : MICHIGAN/CLINTON
ANSI Physical Location : MICHIGAN/CLINTON
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract contains a wetland or farmed wetland
WL Violations : None
Owners : JEFFRY W THELEN
Other Producers : None
Recon ID : None

Tract Land Data

| Farm Land | Cropland | DCP Cropland | WBP | WRP | CRP | GRP | Sugarcane |
|--------------------|--------------------|------------------------|----------------|------|------|----------------------|------------------------|
| 80.06 | 76.28 | 76.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| State Conservation | Other Conservation | Effective DCP Cropland | Double Cropped | MPL | EWP | DCP Ag. Rel Activity | Broken From Native Sod |
| 0.00 | 0.00 | 76.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

DCP Crop Data

| Crop Name | Base Acres | CCC-505 CRP Reduction Acres | CTAP Yield | PLC Yield |
|-----------|------------|-----------------------------|------------|-----------|
| Corn | 48.44 | 0.00 | 0 | 120 |
| Soybeans | 2.08 | 0.00 | 0 | 47 |

TOTAL 50.52 0.00

NOTES

Tract Number : 3610
Description : D6 NW1/4 OF SEC 29 BENGAL
FSA Physical Location : MICHIGAN/CLINTON
ANSI Physical Location : MICHIGAN/CLINTON
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract contains a wetland or farmed wetland
WL Violations : None
Owners : JEFFRY W THELEN, MRS PATRICIA M THELEN
Other Producers : None
Recon ID : None

MICHIGAN
CLINTON
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 5865
Prepared : Jan 24, 2019
Crop Year : 2019

Tract Land Data

Tract 3610 Continued ...

| Farm Land | Cropland | DCP Cropland | WBP | WRP | CRP | GRP | Sugarcane |
|--------------------|--------------------|------------------------|----------------|------|------|----------------------|------------------------|
| 39.41 | 32.02 | 32.02 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| State Conservation | Other Conservation | Effective DCP Cropland | Double Cropped | MPL | EWP | DCP Ag. Rel Activity | Broken From Native Sod |
| 0.00 | 0.00 | 32.02 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

DCP Crop Data

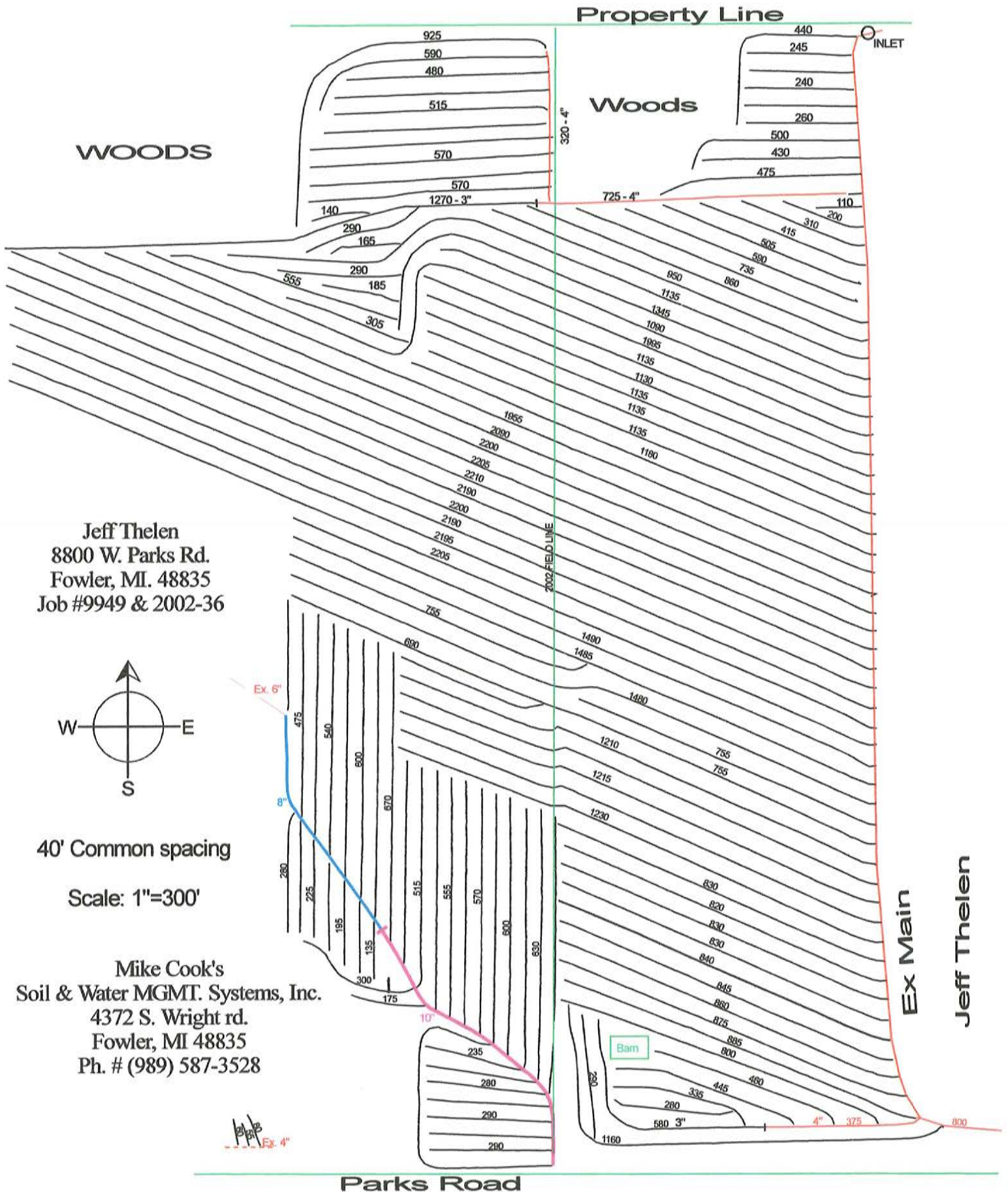
| Crop Name | Base Acres | CCC-505 CRP Reduction Acres | CTAP Yield | PLC Yield |
|--------------|--------------|-----------------------------|------------|-----------|
| Corn | 20.33 | 0.00 | 0 | 120 |
| Soybeans | 0.87 | 0.00 | 0 | 47 |
| TOTAL | 21.20 | 0.00 | | |

NOTES

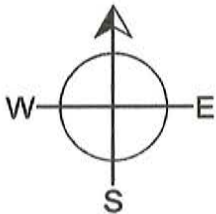
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If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request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

Parcels 2 + 3



Jeff Thelen
8800 W. Parks Rd.
Fowler, MI. 48835
Job #9949 & 2002-36



40' Common spacing

Scale: 1"=300'

Mike Cook's
Soil & Water MGMT. Systems, Inc.
4372 S. Wright rd.
Fowler, MI 48835
Ph. # (989) 587-3528

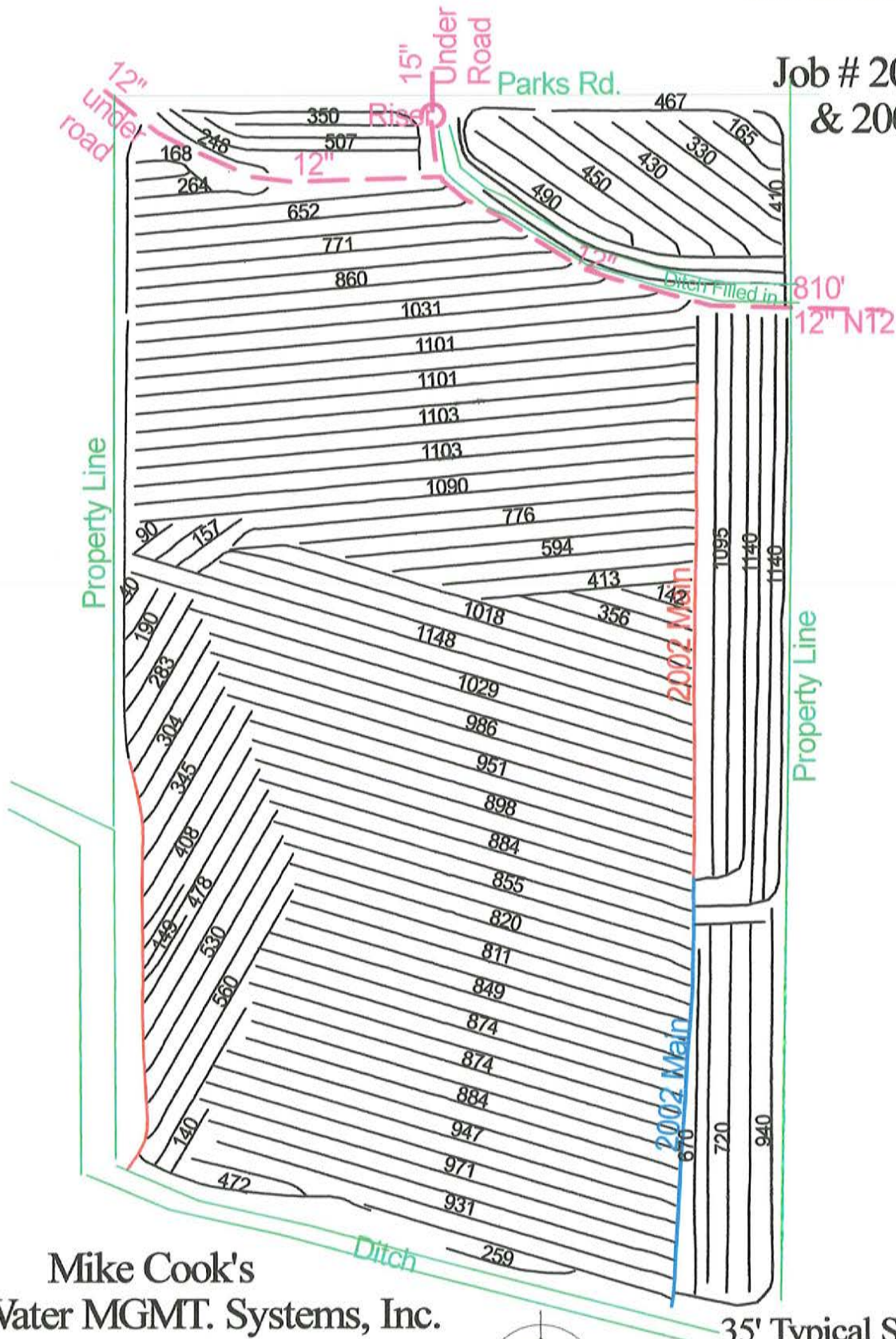
1/2" Ex 4"

Parks Road

Parcel #4

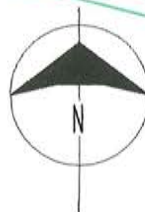
Jeff Thelen
8592 Parks Rd
St Johns Mi. 48879

Job # 2012 - 59
& 2002 - 8



Mike Cook's
Soil & Water MGMT. Systems, Inc.
4372 S. Wright Rd.
Westphalia, MI 48894
Ph. (989) 587-3528

22

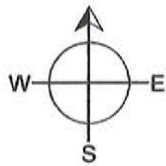


35' Typical Spacings
Some Variations

Approx. Scale: 1" = 300'

Parcel #5

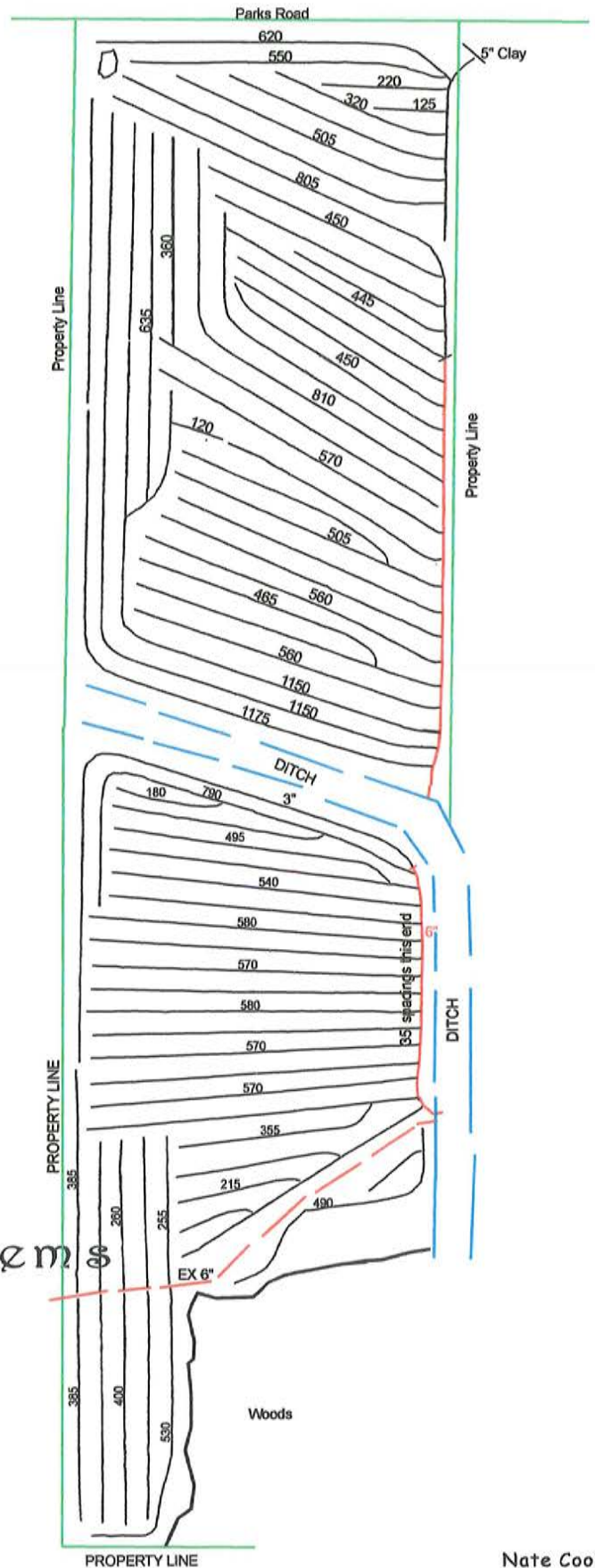
Jeff Thelen
(Kevin Thelen's ground)
8800 W. Parks Rd.
Fowler, MI. 48835
Job #2001-30
And
Job # 2001-55



40' Common spacing
Unless noted otherwise

Scale: 1"=300'

Mike Cook's
Soil & Water MGMT. Systems
4372 S. Wright rd.
Fowler, MI 48835
Ph. # (989) 587-3528



Nate Cook



MIKE COOK'S

SOIL & WATER MGMT. SYSTEMS

4372 S. Wright Road
Fowler, Michigan 48835

(517) 587-3528

FILE AS INSTALLED FOR:

NAME JEFF THIEN

ADDRESS PARKS RD

ST JOHNS

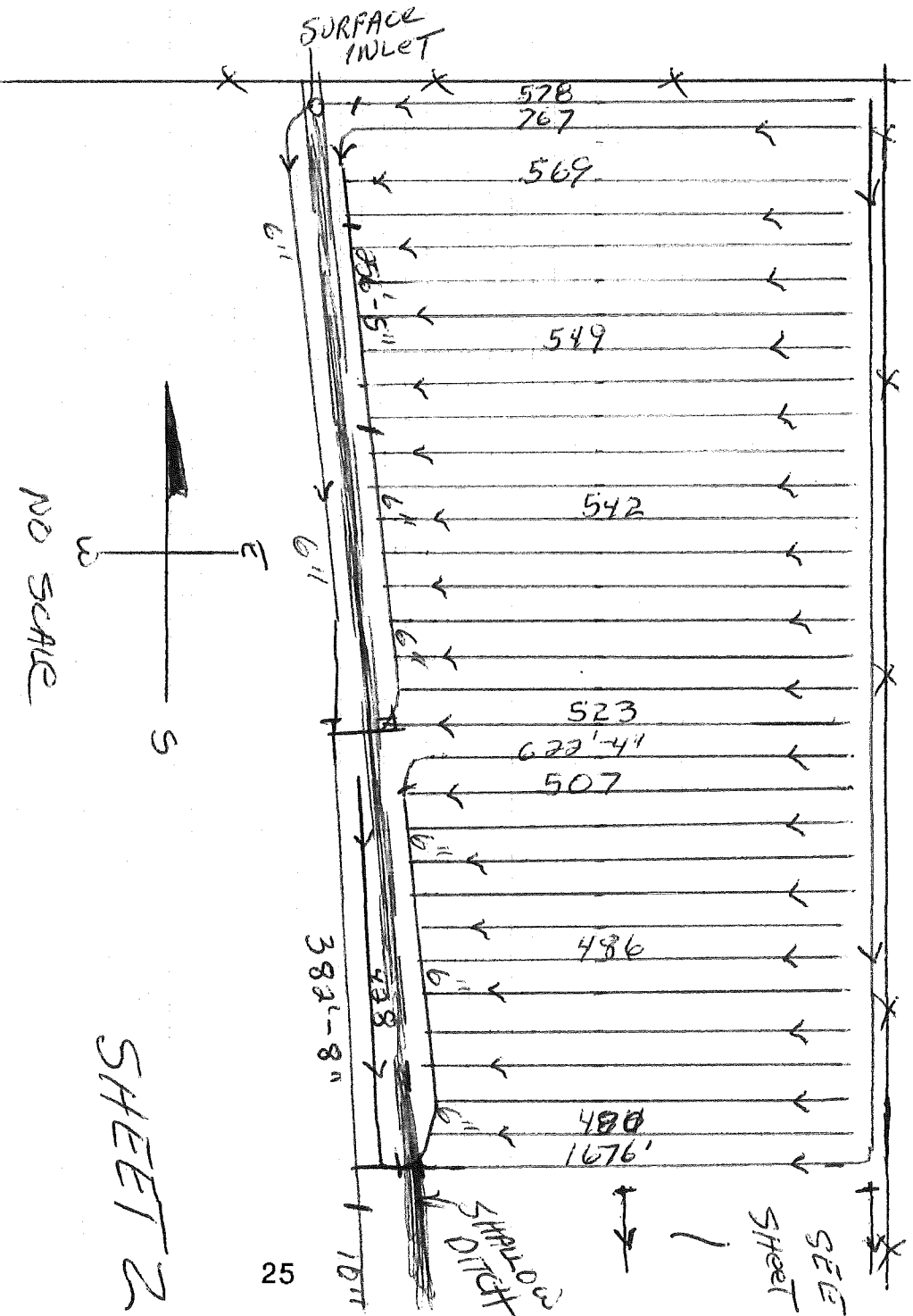
JOB # 9195

COUNTY CALHOUN TOWNSHIP Berkel SECTION 20

Date 04 11 11

FOOTAGE

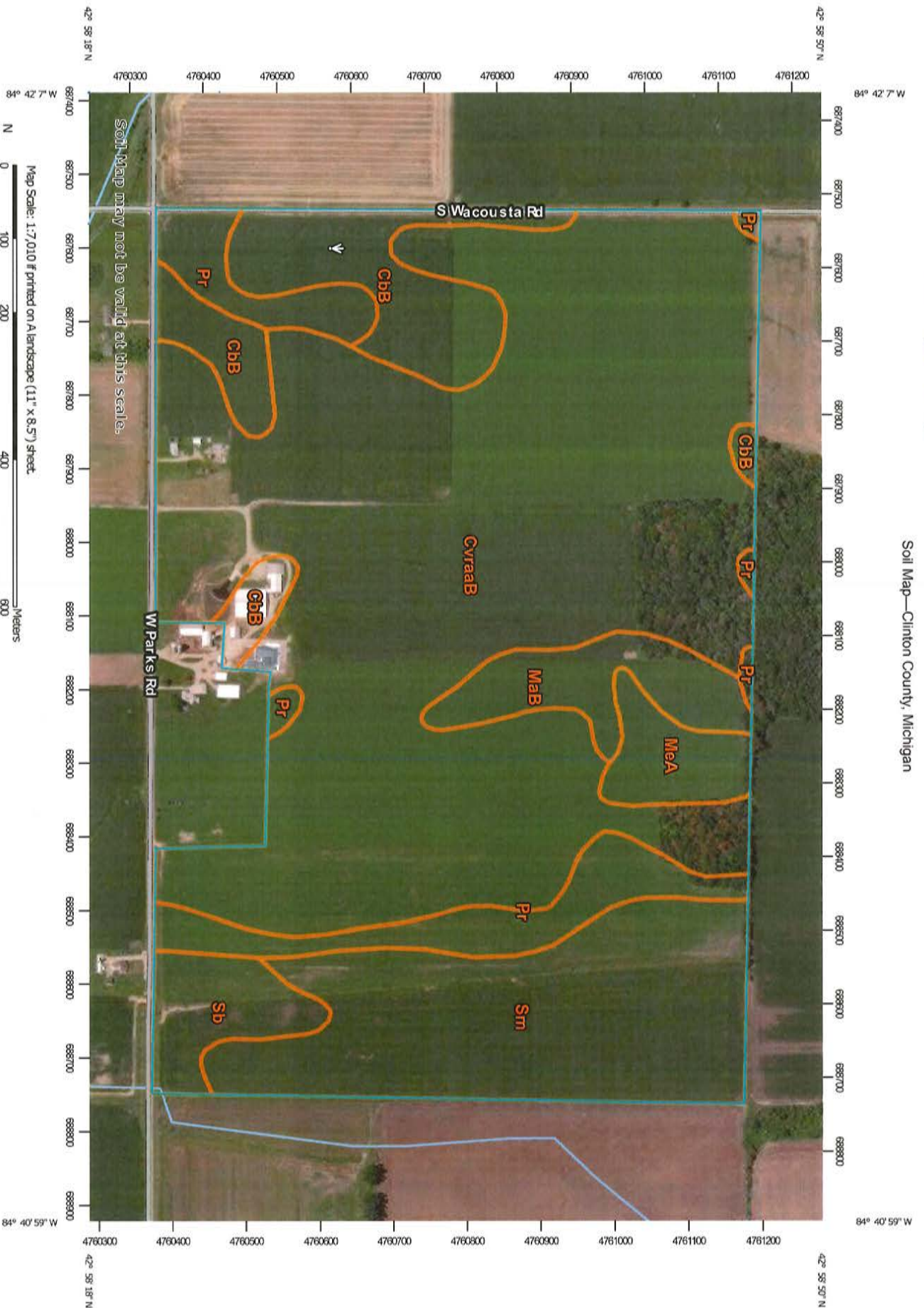
See Sheet 1








































Parcels 1-3

Parcels 1-3

Soil Map—Clinton County, Michigan



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 | | Water Features | |
|  | Blowout |  | Streams and Canals |
|  | Borrow Pit | Transportation | |
|  | Clay Spot |  | Rails |
|  | Closed Depression |  | Interstate Highways |
|  | Gravel Pit |  | US Routes |
|  | Gravelly Spot |  | Major Roads |
|  | Landfill |  | Local Roads |
|  | Lava Flow | Background | |
|  | Marsh or swamp |  | Aerial Photography |
|  | Mine or Quarry | | |
|  | 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: Clinton County, Michigan
Survey Area Data: Version 15, Sep 11, 2018

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

Date(s) aerial images were photographed: Jul 1, 2011—Mar 10, 2017

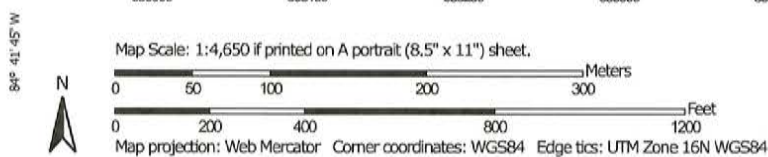
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

| Map Unit Symbol | Map Unit Name | Acres in AOI | Percent of AOI |
|------------------------------------|--|--------------|----------------|
| CbB | Capac-Marlette loams, 1 to 6 percent slopes | 20.3 | 8.8% |
| CvraaB | Conover loam, 0 to 4 percent slopes | 136.3 | 58.7% |
| MaB | Marlette loam, 2 to 6 percent slopes | 9.4 | 4.0% |
| MeA | Metamora-Capac sandy loams, 0 to 4 percent slopes | 5.6 | 2.4% |
| Pr | Parkhill loam, non dense till subsoil, 0 to 2 percent slopes | 17.2 | 7.4% |
| Sb | Sebewa loam, 0 to 2 percent slopes | 7.0 | 3.0% |
| Sm | Sims silty clay loam | 36.4 | 15.7% |
| Totals for Area of Interest | | 232.3 | 100.0% |

Parcels 4+5






































Soil Map—Clinton County, Michigan



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

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 | Water Features |
|  Blowout |  Streams and Canals |
|  Borrow Pit | Transportation |
|  Clay Spot |  Rails |
|  Closed Depression |  Interstate Highways |
|  Gravel Pit |  US Routes |
|  Gravelly Spot |  Major Roads |
|  Landfill |  Local Roads |
|  Lava Flow | Background |
|  Marsh or swamp |  Aerial Photography |
|  Mine or Quarry | |
|  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.

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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.

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Map Unit Legend

| Map Unit Symbol | Map Unit Name | Acres in AOI | Percent of AOI |
|------------------------------------|--|--------------|----------------|
| CbB | Capac-Marlette loams, 1 to 6 percent slopes | 35.2 | 29.8% |
| CvraaB | Conover loam, 0 to 4 percent slopes | 17.9 | 15.1% |
| Pr | Parkhill loam, non dense till subsoil, 0 to 2 percent slopes | 26.2 | 22.2% |
| Sb | Sebewa loam, 0 to 2 percent slopes | 31.8 | 26.9% |
| SpB | Spinks loamy sand, 0 to 6 percent slopes | 5.3 | 4.5% |
| ThA | Thetford loamy sand, 0 to 3 percent slopes | 1.9 | 1.6% |
| Totals for Area of Interest | | 118.1 | 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.

S. D. Muech 11-18-19
 Licensee Date Licensee Date
Ancherov, Z

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.**

Jeffrey W. Zelen 11-19-19
 Potential ☐ Buyer ☒ Seller (check one) Date Potential ☐ Buyer ☐ Seller (check one) Date
 © Grand Rapids Association of REALTORS® 2006 Rev. 1/05 Form #34 This form not authorized for use after December 31, 2006.

Parcel 2

West Michigan Regional

SELLER'S DISCLOSURE STATEMENT

Rev. 4/08

Property Address: 8800 W. Parks Rd. St Johns

Street

City, Village, 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 | | X | | |
| Dishwasher | | X | | |
| Refrigerator | | | X | |
| TV antenna, TV rotor & controls | | | X | |
| Hood/fan | | X | | |
| Disposal | | X | | |
| Garage door opener & remote control | | | X | |
| Electrical system | X | | | |
| Alarm system | | X | | |
| Intercom | | X | | |
| Central vacuum | | X | | |
| Attic fan | | X | | |
| Microwave | | X | | |
| Trash compactor | | X | | |
| Ceiling fan | | | X | |
| Sauna/hot tub | | X | | |
| Pool heater, wall liner & equipment | | X | | |
| Washer | | | X | |
| Telephone (hardwired landline) | X | | | |

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

Explanations (attach additional sheets, if necessary):

Windows replaced Dec. 2007
Pressure tank Dec. 2007

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 X
If yes, please explain: _____
- Insulation:** Describe, if known: _____
Urea Formaldehyde foam insulation (UFFI) is installed? unknown X yes _____ no _____
- Roof:** Leaks? _____
Approximate age, if known: _____
yes _____ no X
- Well:** Type of well (depth/diameter, age and repair history, if known): Not Known
Has the water been tested? _____
If yes, date of last report/results: _____
yes _____ no X
- Septic tanks / drain fields:** Condition, if known: Yes
- Heating system:** Type/approximate age: L.P Gas New 1-20-2016
- Plumbing system:** Type: copper galvanized other UNKNOWN
Any known problems? NO
- Electrical system:** Any known problems? NO
- History of infestation:** If any: (termites, carpenter ants, etc.) UNKNOWN
- 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 X
If yes, please explain: _____

Seller's Disclosure Statement

Property Address: 8800 W. Parks Rd. St. Johns Michigan
Street City, Village, Township

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?

unknown yes no X
unknown X yes no

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

1. Features of the property shared in common with adjoining landowners such as walls, fences, roads, driveways or other features whose use or responsibility for maintenance may have an effect on the property?
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?

[illegible]

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 1988 (date) to Feb. 2004 (date).

The Seller has owned the property since 2003 ? (date).

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

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

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

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

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

Seller Jeffrey W. Thelen
Seller Patricia M. Thelen

Date 1-20-2019

Date 1-20-2019

Buyer has read and acknowledges receipt of this statement.

Buyer _____ Date _____ Time _____

Buyer _____ Date _____ Time _____

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

Page 2 of 2 Form #38 Rev. Date 04/08
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Page 2 of 2

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

Lead Warning Statement

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

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgment (initial)

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

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

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

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

| | | | |
|--------------------------|----------------|---------------------------|----------------|
| <u>Jeffrey W. Thelen</u> | <u>1-20-19</u> | <u>Patricia M. Yhelen</u> | <u>1-20-19</u> |
| Seller | Date | Seller | Date |
| _____ Purchaser | _____ Date | _____ Purchaser | _____ Date |
| _____ Agent | _____ Date | _____ Agent | _____ Date |



ABSENTEE BID FORM

I, _____, irrevocably place the following bids for items to be offered at public auction of Jef-Len Dairy Real Estate Auction on Wednesday, March 6, 2019. I understand all items sell "AS IS – WHERE IS". 3% buyer's premium will be in effect and added to your written bid amount. All purchases must be paid in full within 3 days of the auction.

My absentee bid(s) is/are as follows:

| Lot Description: | | Maximum Bid Price |
|--|-----------------------------|-------------------|
| Parcel 6 – 2 nd cutting haylage [approx. 400 tons] Tonnage will be determined by measurements of haylage | _____ Bid Price X _____ ton | \$ _____ |
| Parcel 7 – Corn Silage [approx. _____ ton] | Bid by the ton | \$ _____ |
| Parcel 8 – Large square bales - straw (40) | _____ Bid Price x 40 bales | \$ _____ |
| Parcel 9 – Brock Feed Bin w/auger [approx. 34 ton] | _____ Bid Price x _____ ton | \$ _____ |
| Parcel 10 – Brock Feed bin w/auger [approx. 18 ton] | _____ Bid Price x _____ ton | \$ _____ |
| Parcel 11 – Poly Bin [approx. 9 ½-ton] | _____ Bid Price x _____ ton | \$ _____ |

COMPANY AND PERSONAL NAME AND ADDRESS

 _____ (name)
 _____ (street)
 _____ (city, state, zip code)
 _____ (telephone and fax #'s)

I agree to abide by the terms and conditions of this auction as listed in the auction catalog and/or brochure.

X _____
 Signature Title Date

*****Below For Auction Company Use Only*****

Auction Representative _____

Buyer # _____ Date & Time Called _____

BUY/SELL AGREEMENT

THIS BUY/SELL AGREEMENT ("Agreement") made this 14th day of March, 2019, by and between (i) Jeffry W. Thelen, Trustee of the Jeffry W. Thelen Trust dated January 25, 2018 and Patricia M. Thelen, Trustee of the Patricia M. Thelen Trust dated January 25, 2018, 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 April 29, 2019. 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 January 9, 2019, and agrees to accept the same, without objection or exception by the Buyer other than the release of any encumbrances identified therein at Closing, as evidencing marketable title. For clarity, the obligation of the Buyer to purchase the Property hereunder is firm and shall not be subject to any contingency, including (a) the ability of Buyer to obtain financing or (b) any due diligence.
3. Possession will be given to Buyer at Closing.

4. **Acceptance of Premises.** Buyer acknowledges that Buyer has made Buyer's own independent investigation with respect to the Property and its condition, including but not limited to zoning, governmental permits/approvals, and/or any environmental conditions and agrees to accept the Property in its present condition. The Property is being sold to the Buyer "AS IS, WHERE IS" with no warranties of any type, expressed or implied. Without limiting the foregoing, the Buyer acknowledges and agrees that the Seller and the auction company make no representation or warranty as to the condition of the Property, including building improvements and fixtures, mechanical systems, well and septic systems, or environmental conditions, and the Seller and the auction company assume no responsibility as to compliance of the Property with any laws or regulations, federal, state or local.
5. All improvements and appurtenances on the Property as of the date hereof are included in the sale. Exceptions: _____.
6. All Property improvements are sold "AS IS" with no warranties of any type, expressed or implied. Any repairs or improvements which must be made are the responsibility of the Buyer. Buyer represents and warrants to Seller that Buyer has had the opportunity to inspect the entire Property, including, but not limited to, structural, plumbing, heating, electrical and mechanical components of the Property, to Buyer's satisfaction and, Buyer agrees to accept the Property in its present "AS IS" condition, with no warranties concerning its condition or permitted use. Buyer acknowledges that the Property may require repairs, maintenance or refurbishing. Buyer acknowledges that Buyer has had the opportunity to investigate the zoning classification of the Property and any other matters of interest pertinent to the Property, including, without limitation, its environmental condition and history.
7. If the Property includes one or more residential dwellings used or occupied, or intended to be used or occupied, as the home or residence of one or more persons, Buyer acknowledges that Seller has provided to Buyer a copy of the current form of lead paint hazard information pamphlet prepared by the United States Environmental Protection Agency ("USEPA"). In addition, Seller has disclosed to Buyer the presence of any known lead-based paint hazards and provided any available lead hazard evaluation report to Buyer. Buyer acknowledges that Buyer has had the opportunity to inspect the Property for any lead-based paint hazard and agrees to take title subject to any such hazard. Attached as Exhibit B to this Contract is the statement required by applicable laws and regulations to be attached to a contract for sale of residential real estate constructed prior to 1978.
8. Buyer acknowledges having received and inspected a copy of the Seller's Disclosure Statement, see attached Exhibit C.
9. Buyer acknowledges having received a copy of and having had the opportunity to review the Disclosure Regarding Real Estate Agency Relationships, see attached Exhibit D.

10. 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.
11. 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.
12. 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.
13. 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 Clinton County, and will pay for issuance of the title insurance policy referenced above. Buyer will pay the cost of recording the deed to the Property.
14. Per the Michigan PA 288 of 1967, as amended by P.A. 87 of 1997, Seller will transfer without warranty to Buyer the right to divide the Property purchased hereunder as follows:
- | | |
|-------------------------------------|------------------------------------|
| Parcel 1 – three (3) land divisions | Parcel 2 – four (4) land divisions |
| Parcel 3 – four (4) land divisions | Parcel 4 – four (4) land divisions |
| Parcel 5 – four (4) 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.
15. Buyer hereby deposits _____ Dollars (\$_____) as valuable consideration evidencing Buyer's good faith commitment to purchase the Property, which is non refundable and to be applied to the purchase price at Closing. 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: _____]

16. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and their respective heirs, personal representatives, successors and permitted assigns. Buyer shall not assign this Agreement, in whole or in part, whether voluntarily or by operation of law, without Seller's prior written consent.
17. Buyer acknowledges that the auction company is an agent for the Seller.
18. Time is of the essence regarding this Agreement.
19. Seller agrees to pay the auctioneer commission and expenses as stated in the Employment Agreement dated January 7, 2019, between the auction company and Seller.
20. 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.
21. This Agreement is contingent upon receiving the secured creditor's acceptance of the high bid within 14 days of the auction.
22. None of the representations, warranties, covenants and agreements of Seller and Buyer herein, or in any certificates or other documents delivered prior to or at the Closing, shall survive the Closing, and Buyer shall have no claims against the Seller or the auction company with respect to any of the foregoing after the Closing.

[Remainder of Page Intentionally Left Blank]

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 _____

**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-123775**

Property Address: **8592 Parks Road (V/L), St. John, MI**

1. Commitment Date: **01/09/2019** at 8:00 AM

2. Policy to be issued:

Proposed Policy Amount

a. **ALTA Owner's Policy**

\$10,000.00

Proposed Insured: Jeffrey W. Thelen, Trustee of the Jeffrey W. Thelen Trust dated January 25, 2018 and Patricia M. Thelen, Trustee of the Patricia M. Thelen Trust dated January 25, 2018

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:

Jeffrey W. Thelen, Trustee of the Jeffrey W. Thelen Trust dated January 25, 2018 and Patricia M. Thelen, Trustee of the Patricia M. Thelen Trust dated January 25, 2018

5. The Land is described as follows:

~ SEE ATTACHED LEGAL DESCRIPTION RIDER ~

By: 
Authorized Countersignature

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: **GRC-123775**

ALTA Commitment For Title Insurance 8-1-16



**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 Bengal, County of Clinton, State of Michigan**

Parcel 1: The West 1/2 of the Southwest 1/4 of Section 20, Town 7 North, Range 3 West.

Parcel 2: Part of the East 1/2 of the Southwest 1/4 of Section 20, Town 7 North, Range 3 West, Bengal Township, Clinton County, Michigan, described as: Beginning on the South line of said Section 20, North 89 degrees 25'00" West 793.93 feet from the South 1/4 corner of said Section; thence along the South line of said Section 20, North 89 degrees 25'00" West 527.08 feet to the West line of said East 1/2 of the Southwest 1/4; thence along said West line, North 00 degrees 34'29" East 2648.27 feet to the East-West 1/4 line; thence along said East-West 1/4 line, South 89 degrees 34'15" East 1321.08 feet to the center of said Section 20; thence along the North-South 1/4 line, South 00 degrees 34'35" West 1988.36 feet; thence parallel with said South Section line North 89 degrees 25'00" West 535.45 feet; thence South 00 degrees 34'35" West 252.40 feet; thence parallel with said South Section line, South 39 degrees 34'05" West 85.00 feet; thence South 00 degrees 34'29" West 55.00 feet; thence parallel with said South Section line, North 89 degrees 25'00" West 73.00 feet; thence North 00 degrees 34'29" East 5.00 feet; thence parallel with said South Section line, North 89 degrees 25'00" West 132.00 feet; thence South 00 degrees 34'29" West 295.00 feet to the point of beginning.

Parcel 3: The West 1/2 of the Southeast 1/4 of Section 20, Town 7 North, Range 3 West.

Parcel 4: The East 1/4 of the Northwest 1/4 of Section 29, Town 7 North, Range 3 West, and the West 1/4 of the Northeast 1/4 of Section 29, own 7 North, Range 3 West.

Parcel 5: The West 1/2 of the East 1/2 of the Northwest 1/4 of Section 29, Town 7 North, Range 3 West.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: **GRC-123775**

ALTA Commitment For Title Insurance 8-1-16



**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-123775

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. **Final Sworn Statement and Full Unconditional Waivers of Lien.**
 - D. **Current Certificate of Trust Existence and Authority for the Jeffrey W. Thelen Trust, which complies with the requirements of MCL 565.432; MSA 26.745(2).**
 - E. **Current Certificate of Trust Existence and Authority for the Patricia M. Thelen Trust, which complies with the requirements of MCL 565.432; MSA 26.745(2).**
 - F. **Release of the Right of First Refusal by Kevin J. Thelen as to Parcel 5 as reserved in Document No. 5231912.**
 - G. **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. (Parcel 2)**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: **GRC-123775**



H. 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

PRELIMINARY

TAX INFORMATION SHEET

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

2018 Winter Taxes in the amount of \$1,051.76 are DUE if paid by 2/14/2019. Includes \$5.00 for North Swagart Drain.
2018 Summer Taxes in the amount of \$956.15 are PAID.

Property Address: 8592 Parks Road (V/L), St. John, MI
Tax Parcel Number: 19-020-020-300-010-00 (Parcel 1)
2018 State Equalized Value: \$283,300.00
Principal Residence Exemption: 100%

Taxable Value: \$80,312.00
School District: 19070 Fowler Public Schools

Special Assessments: NONE

2018 Winter Taxes in the amount of \$3,617.10 are DUE if paid by 2/14/2019. Includes \$5.00 for North Swagart Drain.
2018 Summer Taxes in the amount of \$3,299.34 are PAID.

Tax Parcel Number: 19-020-020-300-005-00 (Parcel 2 and add'l land)
2018 State Equalized Value: \$413,000.00
Principal Residence Exemption: 100%
Assessed Address: 8592 W PARKS ROAD

Taxable Value: \$277,127.00
School District: 19070 Fowler Public Schools

Special Assessments: NONE

2018 Winter Taxes in the amount of \$566.05 are DUE if paid by 2/14/2019.
2018 Summer Taxes in the amount of \$517.05 are PAID.

Tax Parcel Number: 19-020-020-400-010-00 (Parcel 3)
2018 State Equalized Value: \$229,300.00
Principal Residence Exemption: 100%
Assessed Address: V/L W PARKS ROAD

Taxable Value: \$43,431.00
School District: 19070 Fowler Public Schools

Special Assessments: NONE

2018 Winter Taxes in the amount of \$563.81 are DUE if paid by 2/14/2019.
2018 Summer Taxes in the amount of \$515.01 are PAID.

Tax Parcel Number: 19-020-029-200-005-00 (Parcel 4)
2018 State Equalized Value: \$224,600.00
Principal Residence Exemption: 100%
Assessed Address: V/L W PARKS ROAD

Taxable Value: \$43,259.00
School District: 19070 Fowler Public Schools

Special Assessments: NONE

2018 Winter Taxes in the amount of \$316.63 are DUE if paid by 2/14/2019.
2018 Summer Taxes in the amount of \$289.24 are PAID.

Tax Parcel Number: 19-020-029-200-010-00 (Parcel 5)
2018 State Equalized Value: \$114,600.00
Principal Residence Exemption: 100%
Assessed Address: V/L W PARKS ROAD

Taxable Value: \$24,295.00

School District: 19070 Fowler Public Schools

Special Assessments: NONE

**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-123775

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. 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.
8. 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.
9. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
10. 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. (Parcel 2)
11. Rights of tenants under unrecorded leases and all and all parties claiming by, through and thereunder.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: **GRC-123775**

ALTA Commitment For Title Insurance 8-1-16



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

ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

BestHOMES
TITLE AGENCY, LLC

12. Any and all oil, gas and mineral rights and reservations of every kind and nature whether recorded or unrecorded and all rights pertinent thereto.
13. Conveyance to the Drain Commissioner, and the terms, covenants and conditions as set forth in said instrument recorded in Liber 785 Page 930 and Liber 785, Page 929. (Section 29)
14. Release of Right of Way granted to the Clinton County Drain Commissioner recorded in Liber 785, Page 986. (Parcel 4)
15. Field Tile Drainage Easement, and the terms, provisions and conditions contained therein as recorded in Document number 5148136. (Parcels 1, 2 and 3)
16. Oil and Gas Lease in favor of Alaska Exploration Company, as lessee, recorded in Liber 343 Page 480, and any subsequent instruments pertinent thereto. (Parcel 5)
17. Oil and Gas Lease in favor of Douglas W. Thomas, as lessee, recorded in Liber 382 Page 81, and any subsequent instruments pertinent thereto. (Parcel 3 and 5)
18. Oil and Gas Lease in favor of The Pure Oil Co., as lessee, recorded in Liber 247 Page 183, and any subsequent instruments pertinent thereto. (Parcel 1)
19. Oil and Gas Lease in favor of Energy Acquisition Corp., as lessee, recorded in Liber 380 Page 647, and any subsequent instruments pertinent thereto. (Parcel 1, 2, 4 and more land)
20. Oil and Gas Lease in favor of Patricia Petroleum Corp., as lessee, recorded in Liber 338 Page 968, and any subsequent instruments pertinent thereto. (Parcels 1 and 2)
21. Easement for Right of Way granted to GTE North Incorporated recorded in Liber 495, Page 988. (Parcel 1)
22. Farmland and Open Space Development Rights Agreement recorded 8/13/2018 in Document# 5270073. (Parcel 3)
23. Farmland and Open Space Development Rights Agreement recorded 8/13/2018 in Document# 5270074. (Parcel 5)
24. Farmland and Open Space Development Rights Agreement recorded 8/13/2018 in Document# 5270075. (Parcel 4)
25. Farmland and Open Space Development Rights Agreement recorded 8/13/2018 in Document# 5270076. (Parcel 2)
26. Release of Right of Way granted to the Clinton County Drain Commissioner recorded in Liber 789, page 117. (Parcel 3)
27. Release of Right of Way granted to the Clinton County Drain Commissioner recorded in Liber 327, Page 246. (Parcel 4)

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ALTA Commitment For Title Insurance 8-1-16



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

ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

BestHOMES
TITLE AGENCY, LLC

28. Release of Right of Way granted to the Clinton County Drain Commissioner recorded in Liber 327, Page 276. (Parcel 5)
29. Agreement with Forest Hill Energy-Fowler Farm, LLC regarding Wind Power, and the terms, covenants and conditions as set forth in said instrument recorded in Document# 5170500. (Parcel 5).
30. Right of First Refusal retained by Kevin J. Thelen recorded in Document number 5231912. Subordinations of the right of first refusal to the GreenStone Mortgages recorded in Document number 5231913, Document number 5231914 and Document number 5231915. (Parcel 5)
31. Terms, covenants and conditions as set forth in Affidavit Attesting that Qualified Agricultural Property shall Remain Qualified Agricultural Property recorded in Document# 5257383. (Parcels 1 and 4)
32. Terms, covenants and conditions as set forth in Affidavit Attesting that Qualified Agricultural Property shall Remain Qualified Agricultural Property recorded in Document# 5263641. (Parcel 2)
33. Terms, covenants and conditions as set forth in Affidavit Attesting that Qualified Agricultural Property shall Remain Qualified Agricultural Property recorded in Document# 5256243, corrected in Document number 5257385. (Parcel 1 and 4).
34. Terms, covenants and conditions as set forth in Affidavit Attesting that Qualified Agricultural Property shall Remain Qualified Agricultural Property recorded in Document# 5073859. (Parcel 1 and 4)
35. Future Advance Mortgage between Jeffry W. Thelen and Patricia M. Thelen, husband and wife and H. Janice Thelen, trustee of the Thelen Family Trust dated November 14, 1997, as mortgagor, and Greenstone Farm Credit Service, ACA, as mortgagee, in the original stated principal amount of \$2,175,500.00, dated 8/21/2015 recorded 8/24/2015 in Document number 5231916. (Covers more land).
36. Future Advance Mortgage between Jeffry W. Thelen and Patricia M. Thelen, husband and wife and H. Janice Thelen, trustee of the Thelen Family Trust dated November 14, 1997, as mortgagor, and Greenstone Farm Credit Service, ACA, as mortgagee, in the original stated principal amount of \$428,300.00, dated 8/21/2015 recorded 8/24/2015 in Document number 5231917. (Covers more land)
37. Future Advance Mortgage between Jeffry W. Thelen and Patricia M. Thelen, husband and wife, as mortgagor, and Greenstone Farm Credit Service, ACA, as mortgagee, in the original stated principal amount of \$743,500.00, dated 11/3/2006 recorded 11/6/2006 in Document number 5108635. Parcel 2 and 3)
38. Notice of Commencement recorded in Document number 5231918. (covers more land)

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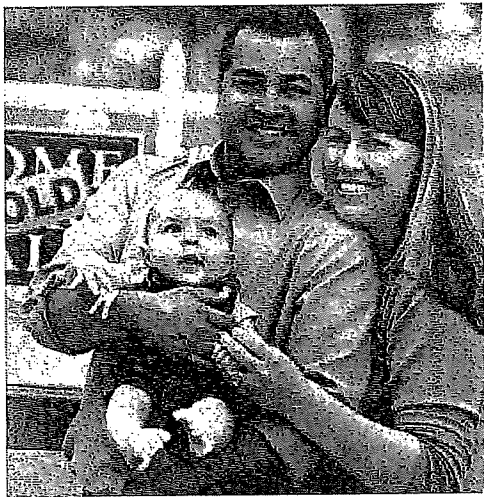
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File No.: **GRC-123775**

ALTA Commitment For Title Insurance 8-1-16





Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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

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

Read this entire brochure to learn:

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

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

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

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

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



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

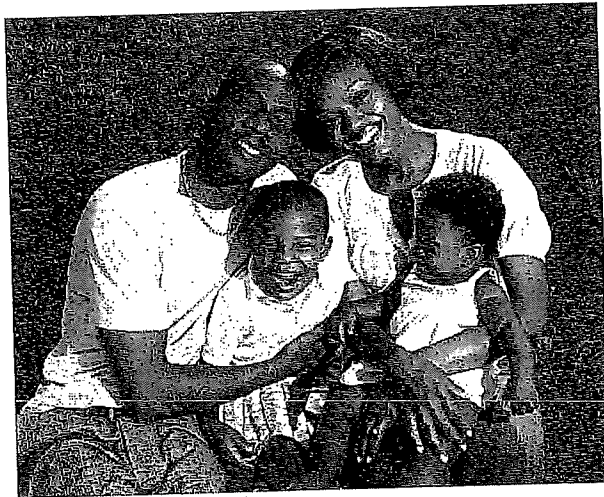
Lead Gets into the Body in Many Ways

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

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

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

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



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

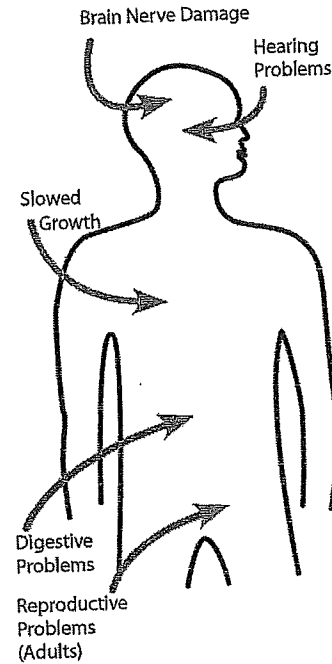
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

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

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

Checking Your Home for Lead

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

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



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

Checking Your Home for Lead, continued

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

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

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

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

What You Can Do Now to Protect Your Family

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

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

Reducing Lead Hazards

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

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



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

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

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

Reducing Lead Hazards, continued

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

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

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

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

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

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



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

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

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

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Other Sources of Lead

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

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.

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

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

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

U. S. Environmental Protection Agency (EPA)

Regional Offices

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

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

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

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

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

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

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

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

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

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

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

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

Consumer Product Safety Commission (CPSC)

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

CPSC

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

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

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

HUD

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

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

EPA-747-K-12-001
September 2013

(67)

IMPORTANT!

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

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