

# BIDDER'S PACKET

Rose Brook Dairy  
160 Acre Real Estate Auction

Wayland, Michigan  
Wednesday, April 14, 2021  
1:30 PM



Auction to be held at:  
Miedema's Auction Center (Repocast)  
3450 12<sup>th</sup> Street  
Wayland, MI 49348

Office: 616-538-0367  
Fax: 616-583-5230  
1800lastbid.com

**MIEDEMA**  
**AUCTIONEERING, INC.**  
**LIVE & ONLINE AUCTIONS**

601 Gordon Industrial Court SW  
Byron Center, MI 49315



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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.

## **PROCEDURES 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.

## **Auction Announcements**

1. Open House Dates:
  - Wednesday, April 7, 2021: 1:00 pm – 3:00 pm
  - You can walk vacant land at any time
2. Auction will be held inside building at Miedema's Auction Center (Repocast) Wayland Facility located at 3450 12<sup>th</sup> St., Wayland, MI 49348. Registration begins at 12:30 pm. Auction begins at 1:30 pm.
3. A deposit of 10% of the purchase price will be required from the buyer immediately after the conclusion of the auction. Personal or company checks will be accepted.
4. Regarding parcel 1 & 2, a small parcel of land (approx. 93'x 67 ½' = .14 acres) was taken away from this parcel and added to the neighboring land owners parcel so that the neighbors pole barn would be on the neighbor's land. This survey was paid for by the seller (see survey in bid packet).
5. There is city water, city sewer, and natural gas on 142<sup>nd</sup> Avenue.
6. A 3 ½% (three and one half) Buyer's Premium will be added to the high bid and the sum will be the purchase price. For example, if a high bid is \$300,000.00 then a 3 1/2 % Buyer Premium will be added making the purchase price \$310,500.00. Please take this into account when bidding.
7. Manure in manure pits and any scrap remaining on the real estate after closing will be the responsibility of the buyer.
8. Upon depositing 10% of the full purchase price, executing the Agreement and providing to Seller proof of insurance for a minimum of \$1,000,000.00 liability, Buyer will be allowed to access the farmland to till and plant crops for the 2021 growing season. If Buyer does not close on the Property due to Buyer's failure to fulfill his obligations of this Agreement, then Buyer will forfeit his right to this planted crop to the Seller. If failure to close is due to the Seller's nonperformance of the Agreement, then Buyer will retain rights to harvest the crop planted after paying to the Seller \$200.00 per planted acre.
9. The Property does not include any dairy/milking equipment, grain bins, corn silage, feed or farm equipment.
10. If Parcel 1 is sold separately from Parcel 2, a new survey will be required for both parcels and the cost of \$3,200.00 will be divided evenly between the Buyer of Parcel 1 and the Buyer of Parcel 2, payable at Closing.
11. If Parcel 4 is sold separately from Parcel 5, a new survey will be required for both parcels and the cost of \$2,500.00 will be divided evenly between the Buyer of Parcel 4 and the Buyer of Parcel 5, payable at Closing.



**Auction Announcements (continued)**

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

Parcel 1 – five (5) land divisions

Parcel 2 – two (2) land divisions

Parcel 3 – all available land divisions

Parcel 4 – three (3) land divisions

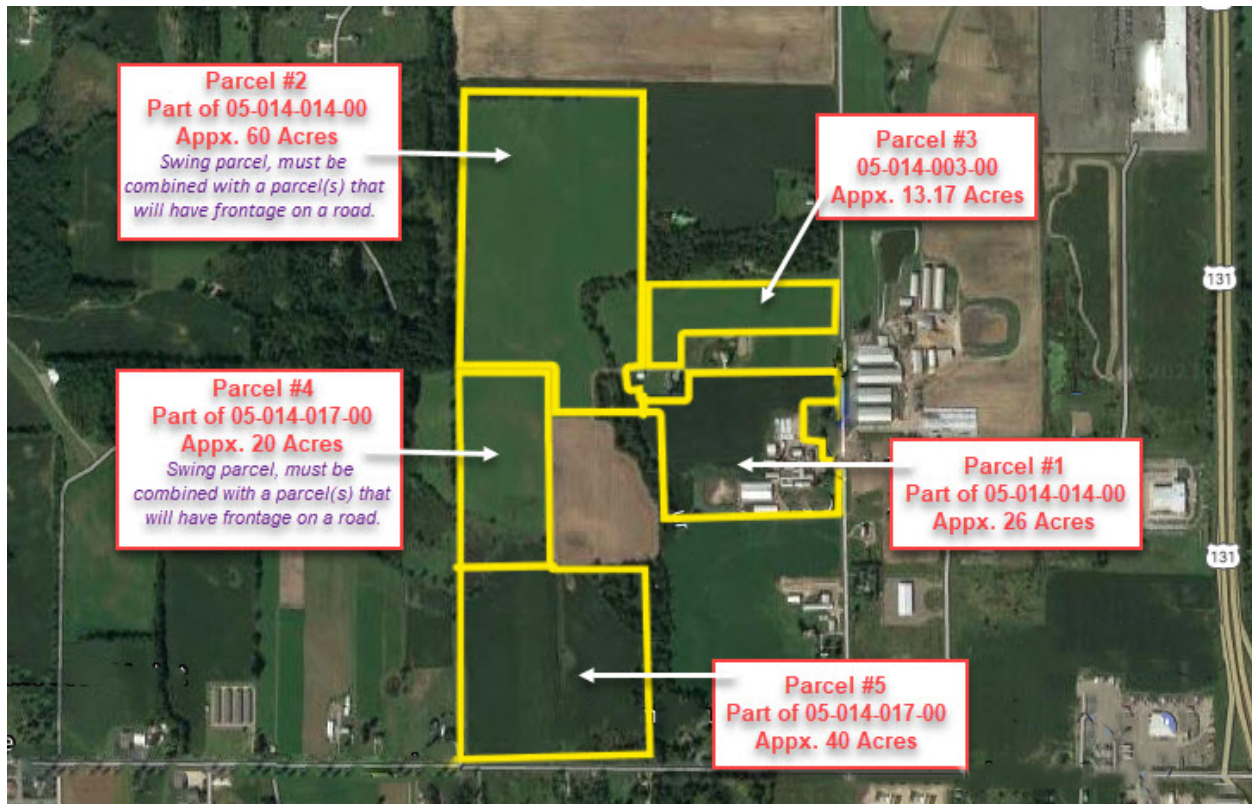
Parcel 5 – five (5) land divisions

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

13. The real estate will be bid on and sold by the parcel, not by the acre.
14. Parcels 2 and 4 cannot be bid on individually but must be combined with adjacent parcel(s) that will provide access to a public road (road frontage).
15. Online bidding is available for real estate to pre-approved bidders with a deposit. Please contact Donna at 616-389-6440 by April 7, 2021 if you are interested to pre-register for the online bidding.
16. Note: Seller will be selling some dairy equipment and bins at a separate online auction on Miedema's Orbitbid.com auction site on Wednesday, April 21, 2021.



## Property Information



**Location:** Rose Brook Dairy – 160 Acres | Dairy Buildings | Home  
 4276 14<sup>th</sup> St., Wayland, MI 49348  
 The farm has frontage on 2 roads (142<sup>nd</sup> & 14<sup>th</sup>) and is just North and East of Dorr, MI.

### Parcel 1: Home, Buildings & ±26 Acres

- Frontage on 14<sup>th</sup> Home is a 2-Story (2100 SF) with 5 Bedrooms & 1 Bath New Furnace, Well & Septic Unattached 2-Stall Garage

#### Buildings include:

- Dairy Parlor – Double 8 Herringbone (1992)
- Free Stall Barn (±106' x 96')– 150 Cow Drive Through Feeding Headlocks 2.5 Million Gallon Manure Pit
- Free Stall Barn – 100 Cow Drive Through Feeding ½ have Headlocks 500,000 Gallon Manure Pit
- Heifer Barn (±48' x 156') 90 Stall with Headlocks • Heifer Barn (±54' x 56') Free Stalls
- Young Stock Barn Pack Barn ±70 Capacity
- Plus, a few older barns and tool sheds (2) Wells – one is ±10 years old – 6" Older Tile Drainage

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 Byron Center, MI 49315

## **Property Information (continued)**

### **Parcel 2: ±60 Acres of Prime Farm Land**

- Older Tile Drainage
- Good Producing Soils
- *Note: This is a swing parcel which can only be bid on in combination with Parcel 1, 3 or Parcels 4 & 5 together with this parcel.*

### **Parcel 3: ±13 Acres of Vacant Land**

- Frontage on 14th
- Good Farm Soil
- Older Tile Drainage
- Potential Building Site

### **Parcel 4: ±20 Acres**

- Good farm land with older tile drainage
- *Note: This is a swing parcel which can only be bid on in combination with Parcel 5 or with a combination including 2 & 3 or 1 & 2 or all three.*

### **Parcel 5: ±40 Acres**

- Frontage on 142nd
- Good Farm Soil
- Older Tile Drainage
- Much of this land is zoned commercial
- A lot of potential uses for this parcel
- Prime location

**Parcel #2**

**Part of 05-014-014-00**  
**Appx. 60 Acres**

*Swing parcel, must be  
combined with a parcel(s) that  
will have frontage on a road.*

**Parcel #3**

**05-014-003-00**

**Appx. 13.17 Acres**

**Parcel #4**

**Part of 05-014-017-00**  
**Appx. 20 Acres**

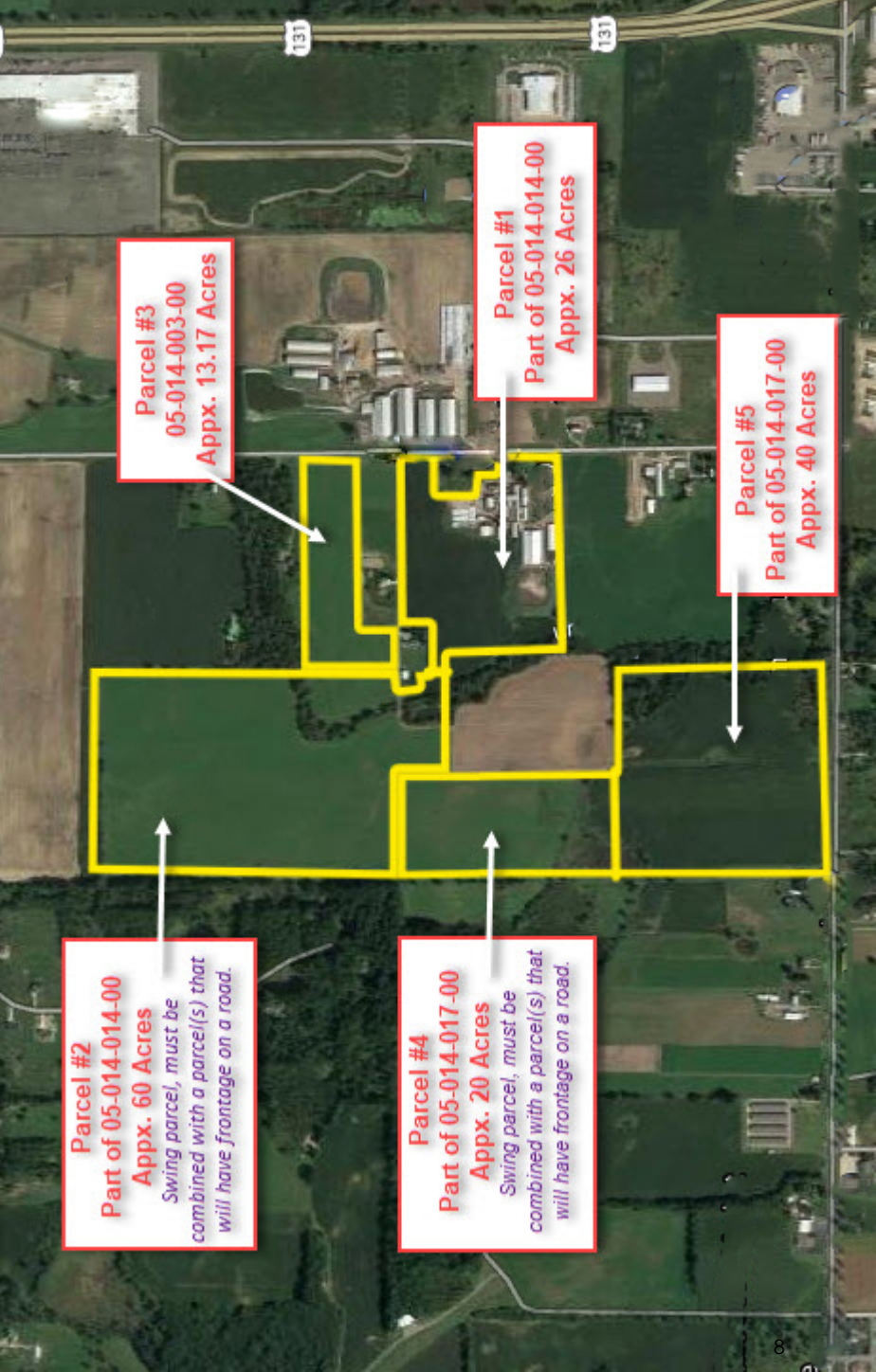
*Swing parcel, must be  
combined with a parcel(s) that  
will have frontage on a road.*

**Parcel #1**

**Part of 05-014-014-00**  
**Appx. 26 Acres**

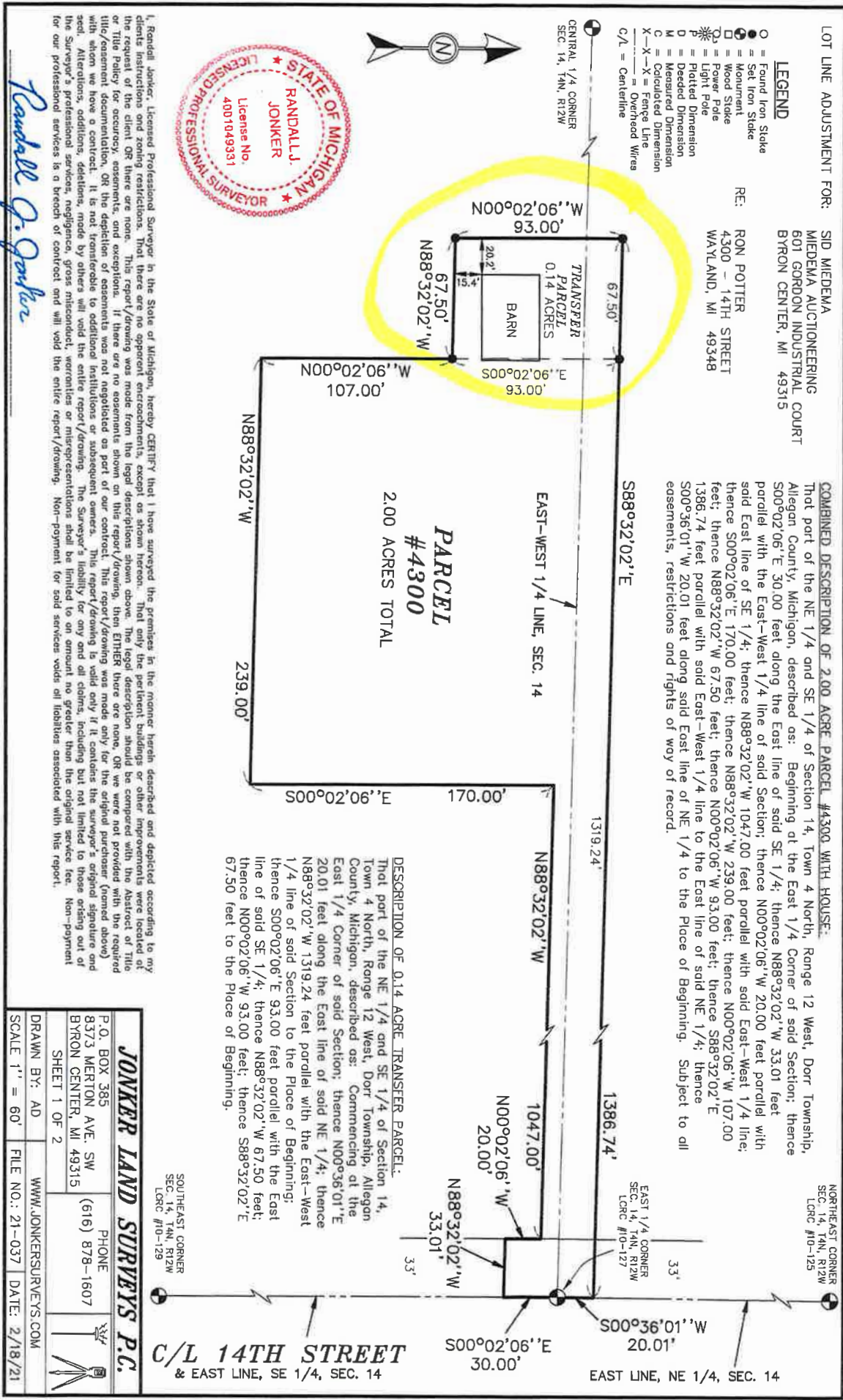
**Parcel #5**

**Part of 05-014-017-00**  
**Appx. 40 Acres**





Small parcel of land decided to transfer for pole barn. see highlight in yellow



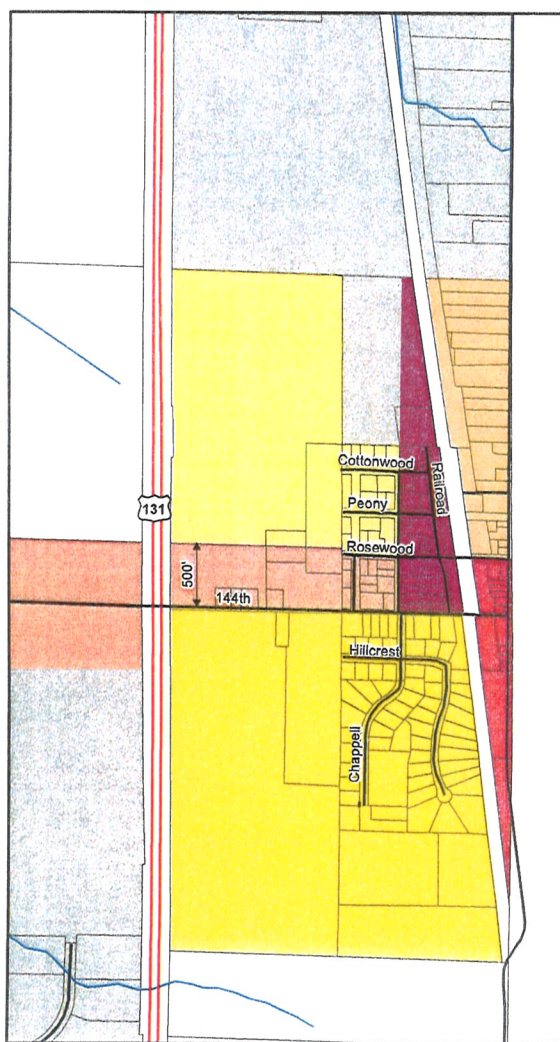
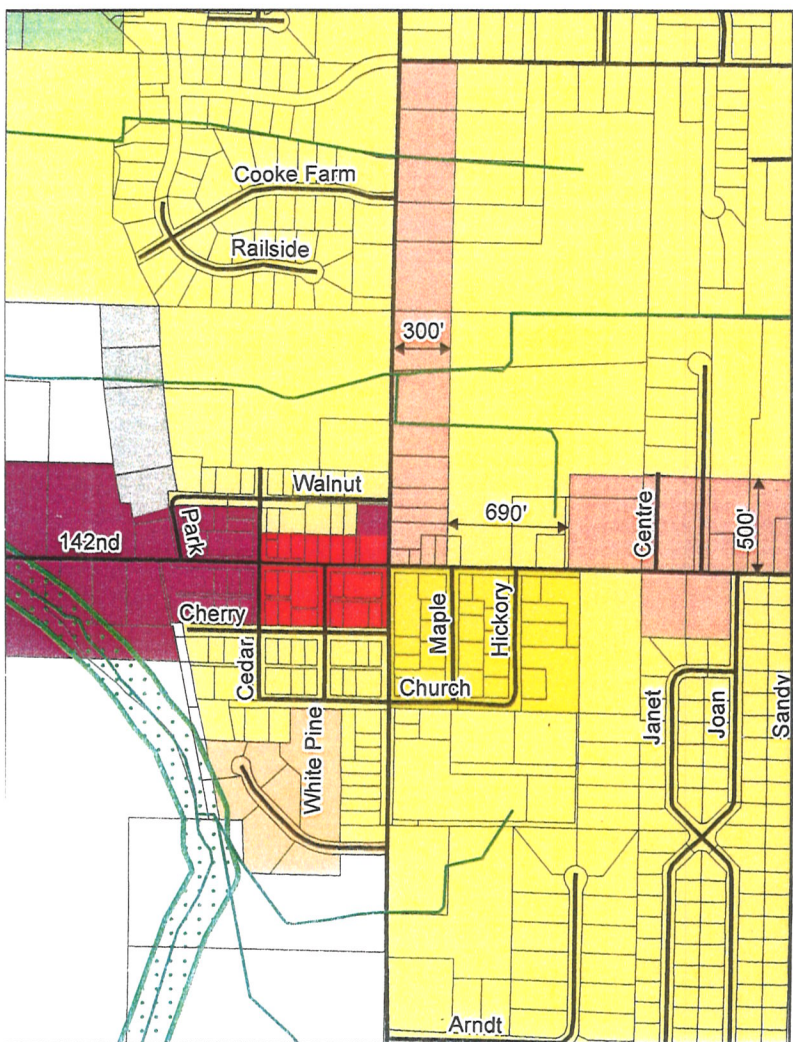
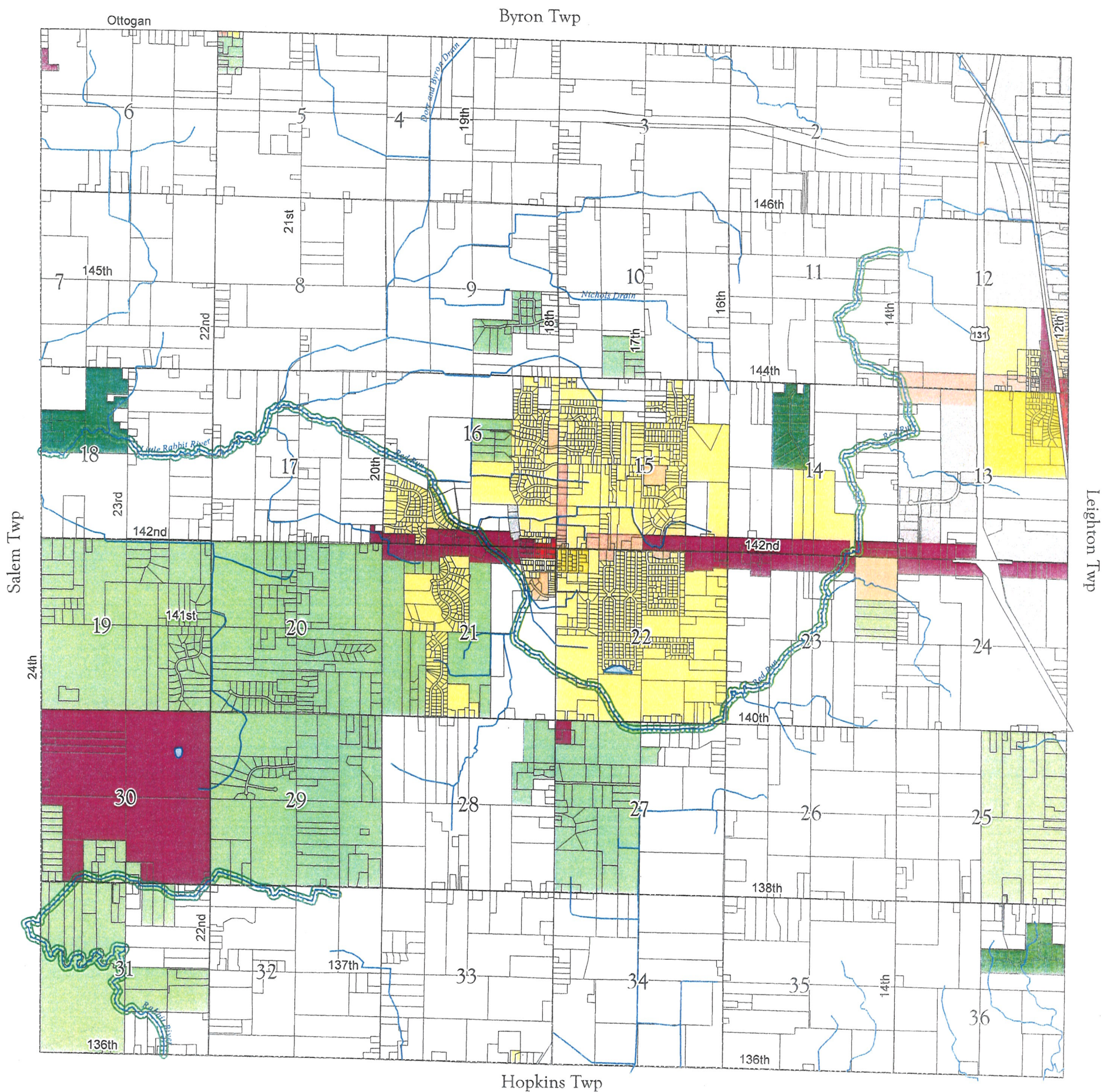
I, Randall Jonker, Licensed Professional Surveyor in the State of Michigan, hereby CERTIFY that I have surveyed the premises in the manner herein described and depicted according to my clients instructions and zoning restrictions. That there are no apparent encroachments, except as shown hereon. That only the pertinent buildings or other improvements were located at the request of the client OR there are none. This report/drawing was made from the legal descriptions shown above. The legal description should be compared with the Abstract of Title or Title Policy for accuracy, easements, and exceptions. If there are no easements shown on this report/drawing, then EITHER there are none, OR we were not provided with the required title/ownership documentation, OR the depiction of easements was not negotiated as part of our contract. This report/drawing is valid only if it contains the surveyor's original signature and seal. Alterations, additions, deletions, made by others will void the entire report/drawing. The Surveyor's liability for any and all claims, including but not limited to those arising out of the Surveyor's professional services, negligence, gross misconduct, wrongfulness or misrepresentations shall be limited to an amount no greater than the original service fee. Non-payment for our professional services is a breach of contract and will void the entire report/drawing. Non-payment for said services voids all liabilities associated with this report.

*Randall J. Jonker*



|   |                                |
|---|--------------------------------|
| <b>JONKER LAND SURVEYS P.C.</b>                               |                                |
| P.O. BOX 385<br>8373 MERTON AVE. SW<br>BYRON CENTER, MI 49315 | PHONE<br>(616) 878-1607        |
| SHEET 1 OF 2  |                                |
| DRAWN BY: AD  | WWW.JONKERSURVEYS.COM          |
| SCALE 1" = 60'  | FILE NO.: 21-037 DATE: 2/18/21 |

















# Dorr Township Zoning Map

Revised: May 9, 2012

## Zoning

- 
-  Residential (A)
  -  Residential (B1)
  -  Residential (B2)
  -  Local Commercial (C)
  -  Commercial (D)
  -  Commercial (E)
  -  Agricultural (F)
  -  Rural-Estates (RE)
  -  Rural-Agricultural (RA)
  -  Industrial (I)
  -  Rabbit River Protection Overlay Zone\*

\* Rabbit River Protection Overlay Zone extends to 35' from the ordinary high water mark.

1 inch = 3,500 feet



**Williams & Works**

Dorr

1 inch = 1,000 feet

Moline

1 inch = 1,500 feet.



# Dorr-Leighton Wastewater Authority

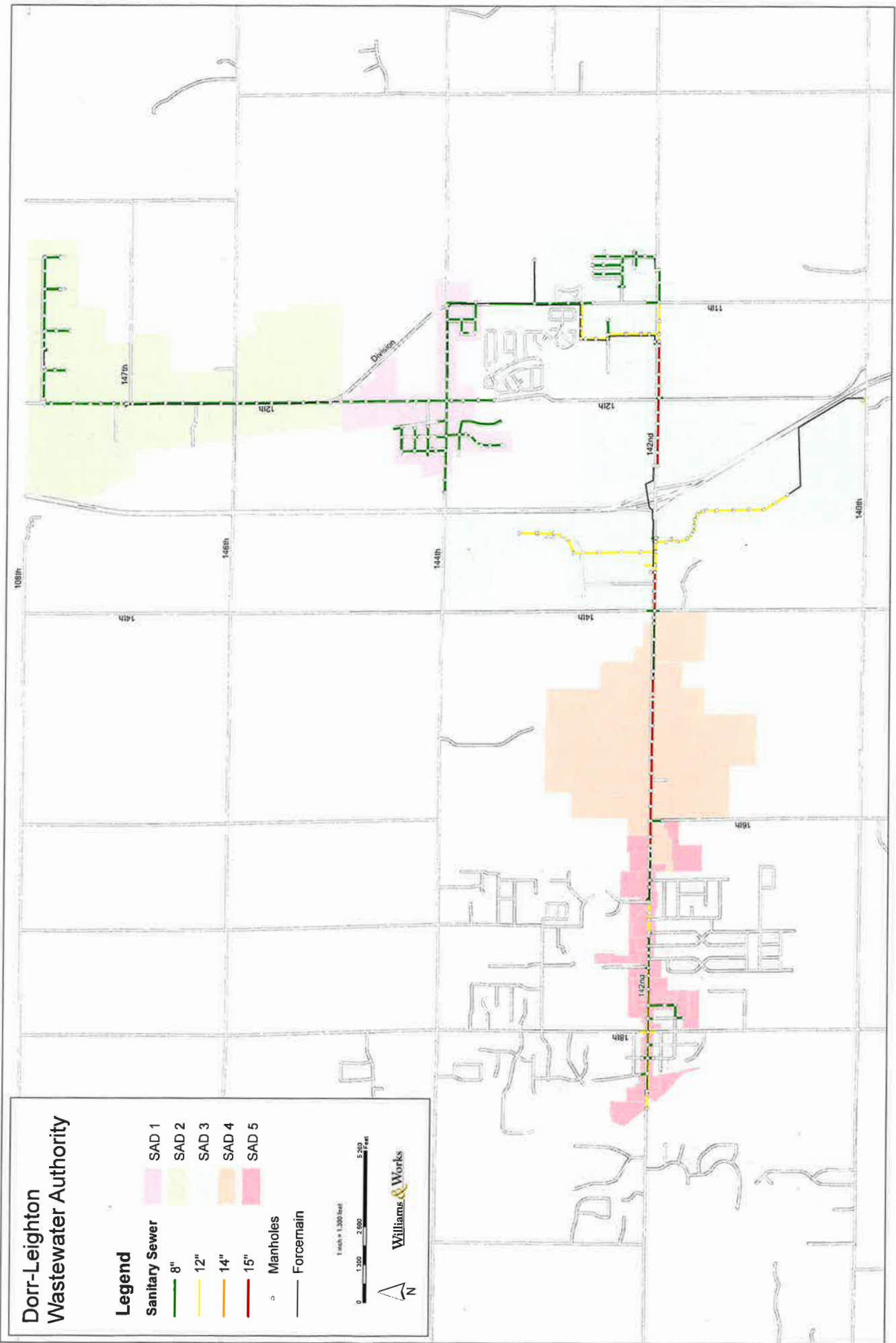
## Legend

- |                |       |
|----------------|-------|
| Sanitary Sewer | SAD 1 |
| 8"             | SAD 2 |
| 12"            | SAD 3 |
| 14"            | SAD 4 |
| 15"            | SAD 5 |
| Manholes       |       |
| Forcemain      |       |

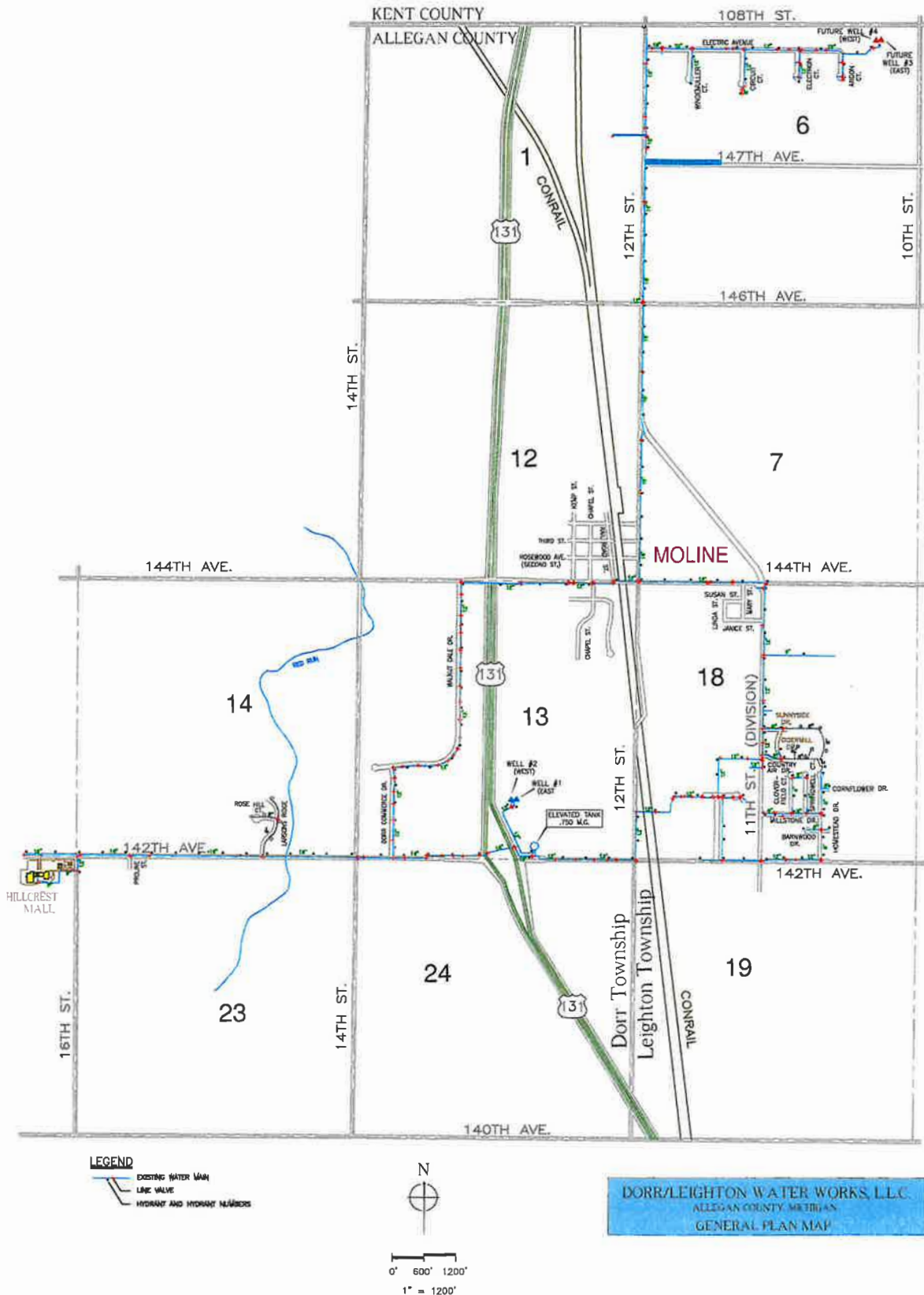
1 inch = 1,320 feet



Williams & Works

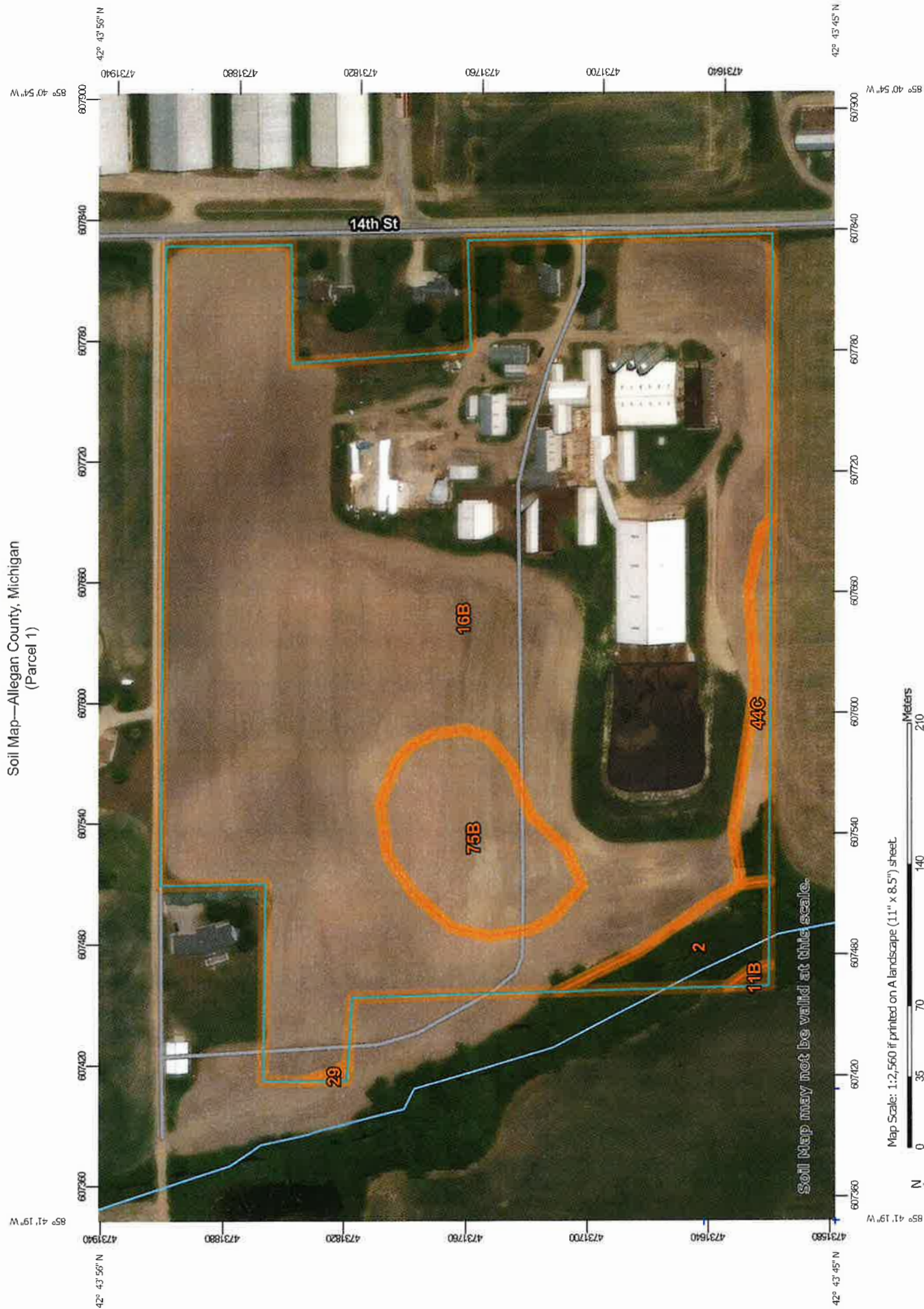


Public utilities info



































# Soil Map—Allegan County, Michigan (Parcel 1)



## MAP LEGEND

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

## MAP INFORMATION

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

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

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

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

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

Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Allegan County, Michigan  
Survey Area Data: Version 18, Jun 1, 2020

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

Date(s) aerial images were photographed: Oct 4, 2011—Mar 10, 2017

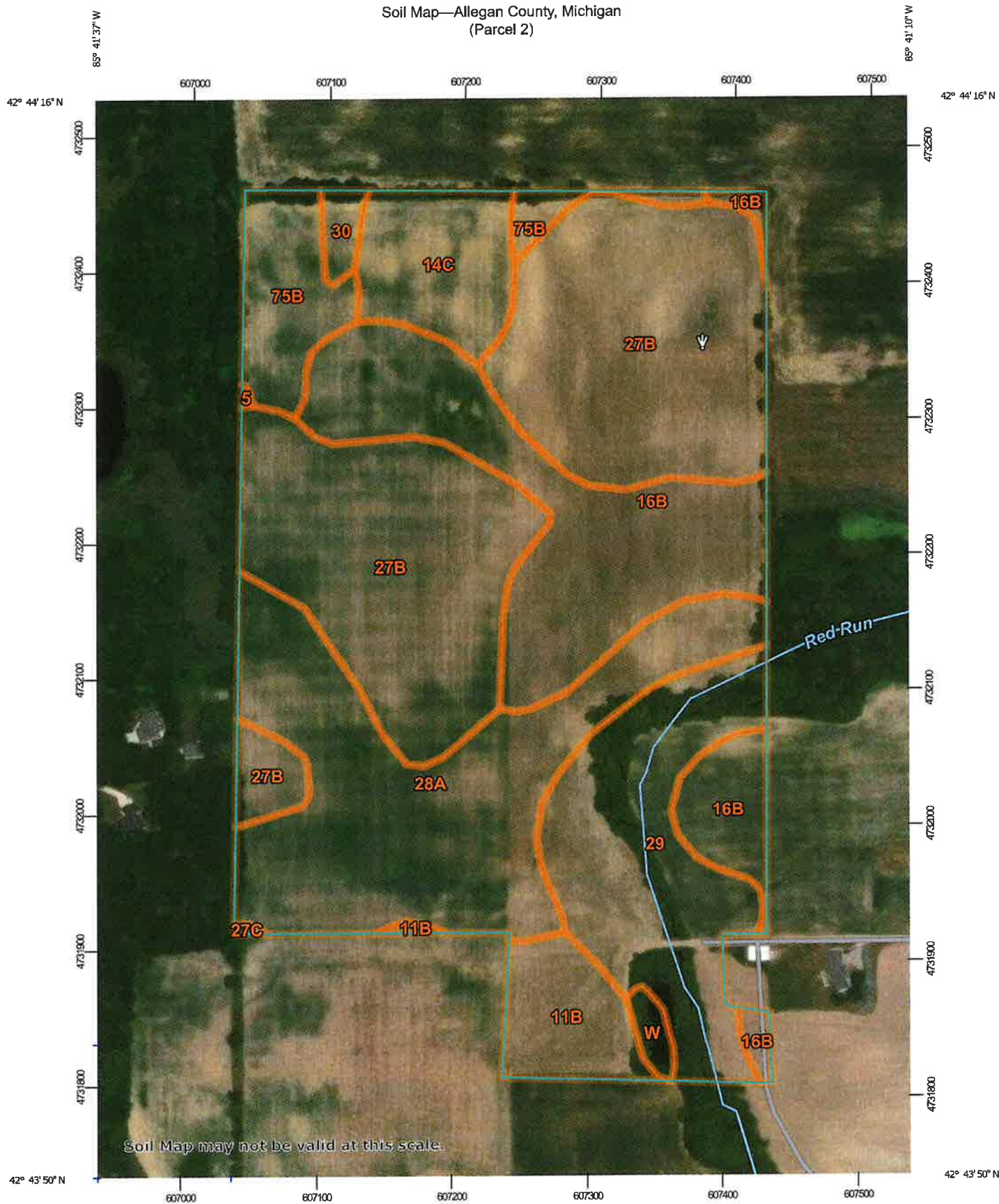
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

| Map Unit Symbol                    | Map Unit Name   | Acres in AOI | Percent of AOI |
|------------------------------------|---|--------------|----------------|
| 2                                  | Glendora loamy sand                                   | 0.7          | 2.6%           |
| 11B                                | Oshtemo-Chelsea complex, 0 to 6 percent slopes        | 0.0          | 0.1%           |
| 16B                                | Capac loam, Lake Michigan lobe, 0 to 4 percent slopes | 23.5         | 89.0%          |
| 29                                 | Cohoctah silt loam                                    | 0.0          | 0.1%           |
| 44C                                | Chelsea loamy fine sand, 6 to 12 percent slopes       | 0.5          | 1.9%           |
| 75B                                | Capac-Marlette loams, 1 to 6 percent slopes           | 1.7          | 6.4%           |
| <b>Totals for Area of Interest</b> |   | <b>26.4</b>  | <b>100.0%</b>  |



# Soil Map—Allegan County, Michigan (Parcel 2)



Soil Map may not be valid at this scale.

Map Scale: 1:3,870 if printed on A portrait (8.5" x 11") sheet.

0 50 100 200 300 Meters

0 150 300 600 900 Feet

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










































Natural Resources  
Conservation Service

Web Soil Survey  
National Cooperative Soil Survey

2/18/2021  
Page 1 of 3

## MAP LEGEND

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

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Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

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Survey Area Data: Version 18, Jun 1, 2020

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## Map Unit Legend

| Map Unit Symbol                    | Map Unit Name   | Acres in AOI | Percent of AOI |
|------------------------------------|---|--------------|----------------|
| 5                                  | Houghton muck, 0 to 1 percent slopes                  | 0.0          | 0.0%           |
| 11B                                | Oshtemo-Chelsea complex, 0 to 6 percent slopes        | 2.3          | 3.9%           |
| 14C                                | Filer loam, 6 to 12 percent slopes                    | 3.0          | 5.2%           |
| 16B                                | Capac loam, Lake Michigan lobe, 0 to 4 percent slopes | 10.5         | 18.1%          |
| 27B                                | Metea loamy fine sand, 1 to 6 percent slopes          | 19.2         | 33.2%          |
| 27C                                | Metea loamy fine sand, 6 to 12 percent slopes         | 0.0          | 0.1%           |
| 28A                                | Rimer loamy sand, 0 to 4 percent slopes               | 11.5         | 19.9%          |
| 29                                 | Cohoctah silt loam                                    | 7.5          | 12.9%          |
| 30                                 | Colwood silt loam                                     | 0.4          | 0.8%           |
| 75B                                | Capac-Marlette loams, 1 to 6 percent slopes           | 3.0          | 5.1%           |
| W                                  | Water   | 0.4          | 0.6%           |
| <b>Totals for Area of Interest</b> |   | <b>57.8</b>  | <b>100.0%</b>  |



Soil Map—Allegan County, Michigan  
(Parcel 3)



Map Scale: 1:2,180 if printed on A landscape (11" x 8.5") sheet.

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







































Natural Resources  
Conservation Service

Web Soil Survey  
National Cooperative Soil Survey



## MAP LEGEND

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

## 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: Allegan County, Michigan  
Survey Area Data: Version 18, Jun 1, 2020

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

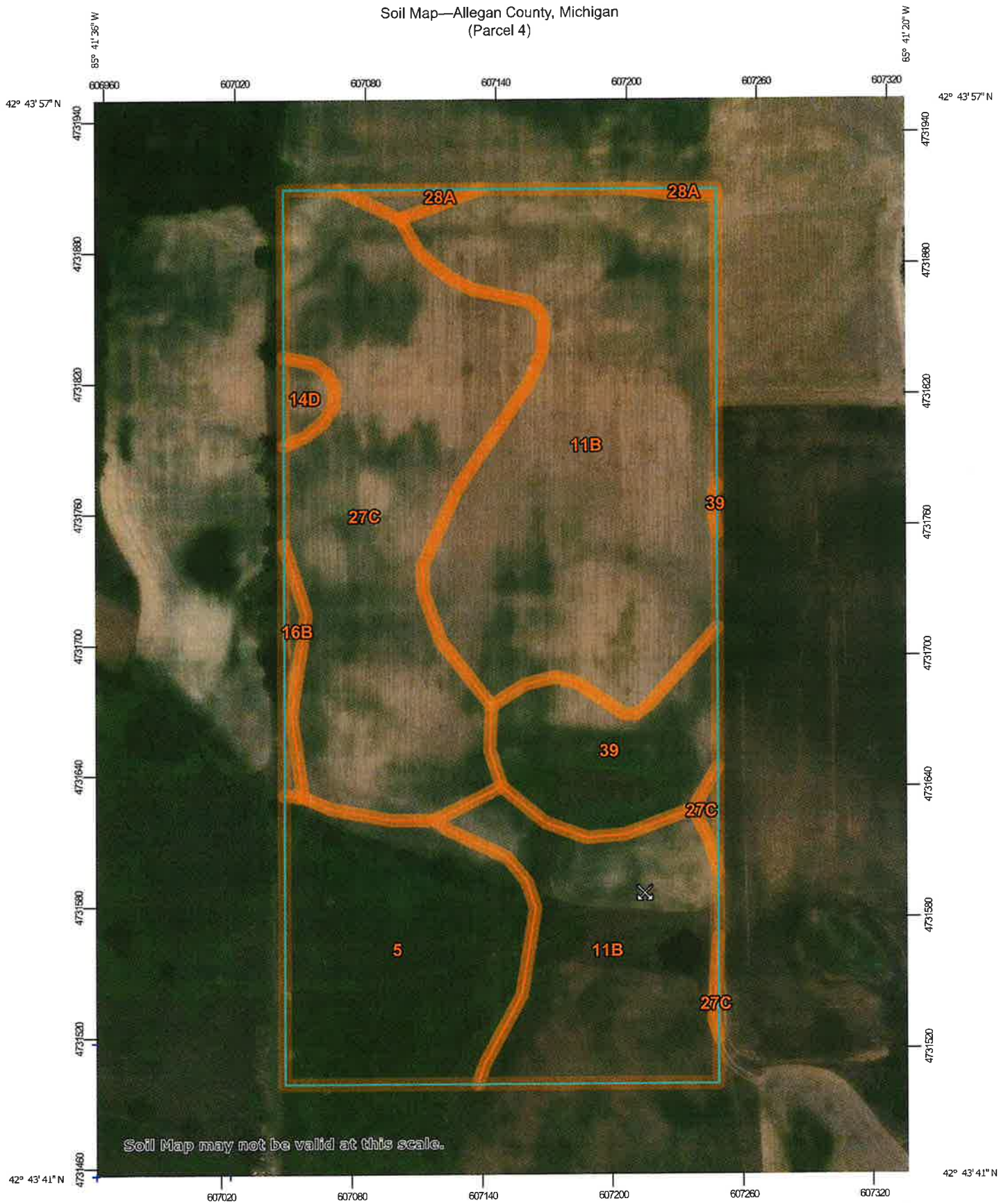
Date(s) aerial images were photographed: Oct 4, 2011—Mar 10, 2017

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 |
|-----------------------------|---|--------------|----------------|
| 16B                         | Capac loam, Lake Michigan lobe, 0 to 4 percent slopes | 12.7         | 96.5%          |
| 29                          | Cohoctah silt loam                                    | 0.5          | 3.5%           |
| Totals for Area of Interest |   | 13.2         | 100.0%         |

Soil Map—Allegan County, Michigan  
(Parcel 4)



Soil Map may not be valid at this scale.

Map Scale: 1:2,400 if printed on A portrait (8.5" x 11") sheet.



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





































Natural Resources  
Conservation Service

Web Soil Survey  
National Cooperative Soil Survey

2/18/2021  
Page 1 of 3

## MAP LEGEND

|                               |   |                               |   |
|-------------------------------|---|-------------------------------|---|
| <b>Area of Interest (AOI)</b> |    | <b>Area of Interest (AOI)</b> |  |
| <b>Soils</b>                  |    | <b>Soil Map Unit Polygons</b> |  |
|                               |    | <b>Soil Map Unit Lines</b>    |  |
|                               |    | <b>Soil Map Unit Points</b>   |  |
| <b>Special Point Features</b> |    | <b>Water Features</b>         |  |
|                               |    | <b>Transportation</b>         |  |
|                               |    |                               |  |
|                               |    |                               |  |
|                               |    |                               |  |
|                               |    |                               |  |
|                               |    | <b>Background</b>             |  |
|                               |    |                               |   |
|                               |    |                               |   |
|                               |  |                               |   |
|                               |  |                               |   |
|                               |  |                               |   |
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|                               |  |                               |   |
|                               |  |                               |   |
|                               |  |                               |   |
|                               |  |                               |   |
|                               |  |                               |   |

## 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: Allegan County, Michigan  
Survey Area Data: Version 18, Jun 1, 2020

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

Date(s) aerial images were photographed: Oct 4, 2011—Mar 10, 2017

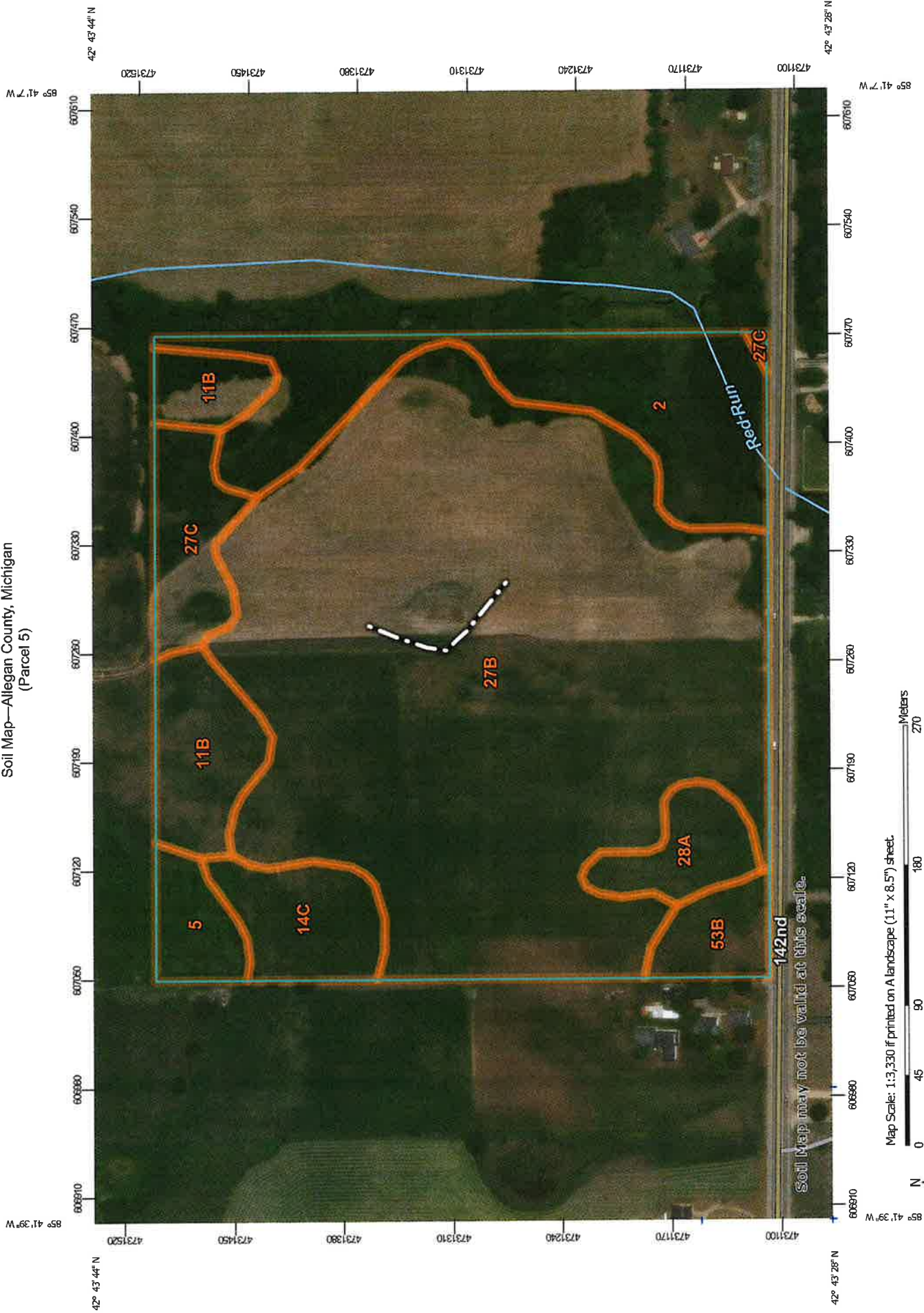
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend










































| Map Unit Symbol                    | Map Unit Name   | Acres in AOI | Percent of AOI |
|------------------------------------|---|--------------|----------------|
| 5                                  | Houghton muck, 0 to 1 percent slopes                  | 3.2          | 15.6%          |
| 11B                                | Oshtemo-Chelsea complex, 0 to 6 percent slopes        | 9.3          | 46.1%          |
| 14D                                | Filer loam, 12 to 18 percent slopes                   | 0.2          | 0.9%           |
| 16B                                | Capac loam, Lake Michigan lobe, 0 to 4 percent slopes | 0.2          | 0.9%           |
| 27C                                | Metea loamy fine sand, 6 to 12 percent slopes         | 5.7          | 28.2%          |
| 28A                                | Rimer loamy sand, 0 to 4 percent slopes               | 0.1          | 0.7%           |
| 39                                 | Granby loamy sand, lake plain, 0 to 2 percent slopes  | 1.6          | 7.7%           |
| <b>Totals for Area of Interest</b> |   | <b>20.2</b>  | <b>100.0%</b>  |



# Soil Map—Allegan County, Michigan (Parcel 5)



## MAP LEGEND

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

## MAP INFORMATION

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

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

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

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

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

Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Allegan County, Michigan  
Survey Area Data: Version 18, Jun 1, 2020

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

Date(s) aerial images were photographed: Oct 4, 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 |
|------------------------------------|---|--------------|----------------|
| 2                                  | Glendora loamy sand   | 5.5          | 13.7%          |
| 5                                  | Houghton muck, 0 to 1 percent slopes                        | 1.0          | 2.4%           |
| 11B                                | Oshtemo-Chelsea complex, 0 to 6 percent slopes              | 2.7          | 6.6%           |
| 14C                                | Filer loam, 6 to 12 percent slopes                          | 1.8          | 4.3%           |
| 27B                                | Metea loamy fine sand, 1 to 6 percent slopes                | 25.6         | 63.4%          |
| 27C                                | Metea loamy fine sand, 6 to 12 percent slopes               | 1.7          | 4.1%           |
| 28A                                | Rimer loamy sand, 0 to 4 percent slopes                     | 1.2          | 3.1%           |
| 53B                                | Oakville fine sand, loamy substratum, 0 to 6 percent slopes | 1.0          | 2.5%           |
| <b>Totals for Area of Interest</b> |   | <b>40.4</b>  | <b>100.0%</b>  |



## 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.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following **duties** to the client:
  - a. The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
  - b. The performance of the terms of the service provision agreement.
  - c. Loyalty to the interest of the client.
  - d. Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
  - e. Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent.
  - f. An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
  - g. Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.
- (2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following **services** to his or her client:
  - a. When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
  - b. Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
  - c. Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
  - d. After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
  - e. For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

### SELLER'S AGENTS

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.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2) (b), (c), and (d) above may be waived by the execution of a limited service agreement.

### BUYER'S AGENTS

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.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2) (b), (c), and (d) above may be waived by the execution of a limited service agreement.

### DUAL AGENTS

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.

### TRANSACTION COORDINATORS

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.

### 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
- ☐ Seller's agent - limited service agreement
- ☐ Buyer's agent or subagent
- ☐ Buyer's agent - limited service agreement
- ☐ 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.

Further, this form was provided to the buyer or seller before disclosure of confidential information.

Licensee Brian Medina Date 02-09-2011 Licensee [Signature] Date 2-9-21

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

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

Potential ☐ Buyer ☒ Seller (check one) Date 2-9-21 Potential ☐ Buyer ☐ Seller (check one) Date [Signature]

Rental - seller has not lived in house  
seller has no knowledge

West Michigan Regional

## SELLER'S DISCLOSURE STATEMENT

Rev. 1/15

Property Address: 4276th 14th Wayland MI 49348 Michigan  
Street City, Village, Township

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

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

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

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

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

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

Explanations (attach additional sheets, if necessary):

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

**Property conditions, improvements & additional information:**

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

Seller has no Knowledge - Rental

### Seller's Disclosure Statement

Property Address: \_\_\_\_\_ Michigan  
Street City, Village, Township

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

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

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

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

The Seller has owned the property since \_\_\_\_\_ (date).

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

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

**BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS, INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW, AND BACTERIA.**

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 <u><i>Andy Part</i></u>     | Date <u>2-9-21</u> |
| Seller <u><i>Ronald Patten</i></u> | Date <u>2-9-21</u> |

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.

**Addendum to West Michigan Regional Purchase Agreement**  
**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**  
If built in 1978 or later, complete SECTION #1. If built prior to 1978, complete SECTION #2.

**SECTION #1:**

Seller represents and warrants that the listed property located at 4276 14<sup>th</sup> St. Dorrr MI 49323 was built in 1978 or later, and that therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this property.

Date: 2-9-21

Seller: [Signature]

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

**SECTION #2:**

**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.

**I. Seller's Disclosure concerning property located at 4276 14<sup>th</sup> St Dorrr MI 49323 (initial):**

AP

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

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_

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

AP

(b) Records and reports available to the seller (check one below):

☐ 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): \_\_\_\_\_

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

Seller certifies that to the best of his/her knowledge, the Seller's statements above are true and accurate.

Date: 2-9-21

Seller: [Signature]

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

**II. Agent's Acknowledgment (initial):**

X

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

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Date: 02-09-2021

Agent: [Signature]

**III. Purchaser's Acknowledgment (initial):**

\_\_\_\_\_ (a) Purchaser has received copies of all information listed above.

\_\_\_\_\_ (b) Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.

\_\_\_\_\_ (c) Purchaser has (check one below):

☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

Date: \_\_\_\_\_

Purchaser: \_\_\_\_\_

Date: \_\_\_\_\_

Purchaser: \_\_\_\_\_

## BUY/SELL AGREEMENT

THIS BUY/SELL AGREEMENT ("Agreement") made this 14<sup>th</sup> day of April, 2021, by and between (i) Rose Brook Farm, LLC, a Michigan limited liability company, 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 \_\_\_\_\_, 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 June 1, 2021. 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 29, 2021, and agrees to accept the same, without objection or exception by the Buyer other than the release of any encumbrances identified therein at Closing, as evidencing marketable title. For clarity, the obligation of the Buyer to purchase the Property hereunder is firm and shall not be subject to any contingency, including (a) the ability of Buyer to obtain financing or (b) any due diligence.
3. Possession will be given to Buyer at Closing. Exceptions: subject to rights of tenants in house for 30 days after Closing.
4. Upon depositing 10% of the full purchase price, executing the Agreement and providing to Seller proof of insurance for a minimum of \$1,000,000.00 liability, Buyer will be allowed to access the farmland to till and plant crops for the 2021 growing season. If Buyer does not close on the Property due to Buyer's failure to fulfill his obligations of this Agreement, then Buyer will forfeit his right to this planted crop to

the Seller. If failure to close is due to the Seller's nonperformance of the Agreement, then Buyer will retain rights to harvest the crop planted after paying to the Seller \$200.00 per planted acre.

5. **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. Buyer acknowledges the manure pits will not be emptied by the Seller and will be the Buyer's responsibility. All scrap metal left on the premises after Closing will be the property of the Buyer.
6. All improvements and appurtenances on the Property as of the date hereof are included in the sale. Exceptions: The Property does not include any dairy/milking equipment, grain bins, corn silage, feed or farm equipment.
7. 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.
8. 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.



9. Buyer acknowledges having received and inspected a copy of the Seller's Disclosure Statement, see attached Exhibit C.
10. 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.
11. All rents collected by Seller prior to Closing belong to the Seller without proration.
12. 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.
13. A standard ALTA Owner's Policy of Title Insurance in the amount of the purchase price shall be furnished to the Buyer at the Buyer's expense.
14. If Parcel 1 is sold separately from Parcel 2, a new survey will be required for both parcels and the cost will be divided evenly between the Buyer of Parcel 1 and the Buyer of Parcel 2, payable at Closing.
15. If Parcel 4 is sold separately from Parcel 5, a new survey will be required for both parcels and the cost will be divided evenly between the Buyer of Parcel 4 and the Buyer of Parcel 5, payable at Closing.
16. 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 Buyer will pay the transfer tax charged by the State of Michigan and Allegan County, the issuance of the title insurance policy referenced above, and the cost of recording the deed to the Property.
17. 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 – five (5) land divisions | Parcel 2 – two (2) land divisions   |
| Parcel 3 – all land divisions      | Parcel 4 – three (3) land divisions |
| Parcel 5 – five (5) land divisions |                                     |

This is subject to compliance with the Act. Seller and Auction Company make no representation as to the effect local zoning ordinances or regulations may have on Buyer's ability to divide the Property at all. Buyer acknowledges that local laws may

differ and be more restrictive and not allow Buyer to divide the Property into smaller parcels.

18. 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: \_\_\_\_\_]

19. 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.

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

21. Time is of the essence regarding this Agreement.

22. Seller agrees to pay the auctioneer commission and expenses as stated in the Employment Agreement dated February 9, 2021, between the auction company and Seller.

23. 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.

24. 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* \_\_\_\_\_

**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

**NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, A FLORIDA CORPORATION (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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- streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements; and
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].
4. **COMPANY'S RIGHT TO AMEND**  
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - (i) comply with the Schedule B, Part I—Requirements;
    - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
    - (iii) acquire the Title or create the Mortgage covered by this Commitment.
  - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**Transac on Iden ca on 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-158130** Revision No. **1**Property Address: **14th St, Dorr, MI 49323,****SCHEDULE A**

1. Commitment Date: **01/29/2021** at 8:00 AM
2. Policy to be issued: Proposed Policy Amount  
a. **ALTA® Owner's Policy** **\$10,000.00**  
**Proposed Insured: Rose Brook Farm, LLC, a Michigan limited liability company**
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:  
**Rose Brook Farm, LLC, a Michigan limited liability company**
5. The Land is described as follows: **[ SEE ATTACHED LEGAL DESCRIPTION RIDER ]**

By:   
Authorized Countersignature

AGENT FOR: **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

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LEGAL DESCRIPTION RIDER

Situated in the Township of Dorr, County of Allegan, State of Michigan

Parcel 1: The North 30 acres of the East 1/2 of the Southeast 1/4, Also the North 5 acres of the East 1/2 of the Northwest 1/4 of the Southeast 1/4; Also the Southwest 1/4 of the Northeast 1/4 and the South 14 acres of the Northwest 1/4 of the Northeast 1/4, except beginning 21 rods and 8 feet South of the Northeast corner of the Southeast 1/4, Section 14, Town 4 North, Range 12 West, thence West 141.5 feet; thence South 150 feet; thence East 141.5 feet; thence North 150 feet to beginning. Also Except commencing at the East 1/4 post; thence South 30 feet; thence West 33.01 feet; thence North 20 feet; thence West 1047 feet; thence South 170 feet; thence West 239 feet; thence North 200 feet; thence East 1319.24 feet; thence South 20.01 feet to the place of beginning; Also Except commencing 214.5 feet South of the East 1/4 post; thence South 140 feet; thence West 215 feet; thence North 140 feet; thence East 215 feet to the place of beginning, Section 14, Town 4 North, Range 12 West.

Parcel 2: The Southwest 1/4 of the Southeast 1/4 and the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 14, Town 4 North, Range 12 West.

Parcel 3:

South 1/2 of the Southeast 1/4 of the Northeast 1/4, Except commencing 20.01 feet North of the East 1/4 post; thence West 1060 feet; thence North 200 feet; thence East 1060 feet; thence South 200 feet to the Place of Beginning, Section 14, Town 4 North, Range 12 West.

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## SCHEDULE B, PART I

## Requirements

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. For removal of standard exception No. 1 through No. 5 identified on Schedule B, Part II of this commitment, from the policy or policies to be issued: Submit a fully completed "Affidavit by Owner" and/or acceptable Survey or Survey Affidavit. Additional requirements may be made or exceptions taken for matters disclosed therein. In the event subject property is new construction, or construction was performed within the last 120 days, a final Sworn Statement and full Unconditional Waivers must be submitted and approved for deletion of standard exception No. 5.
  - 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. **NOTICE/REQUIREMENT REGARDING MORTGAGE PAYOFF STATEMENTS:**  
**All statements furnished to us must contain the amount necessary to pay the mortgage in full INCLUDING ANY AMOUNTS DEFERRED DUE TO A FORBEARANCE OR MODIFICATION AGREEMENT.** If the borrower entered into a forbearance agreement and the deferred amounts ARE NOT CONTAINED IN THE PAYOFF STATEMENT the contact information for the entity servicing any deferred amounts is required to obtain a separate payoff statement.
  - D. Submit to the Company the Operating Agreement, including any amendments thereto, of Rose Brook Farm, LLC, the Certificate issued by the Michigan Department of Licensing and Regulatory Affairs evidencing proper filing of the Articles of Organization and documentary evidence that said entity is a duly registered legal entity in good standing. **\*\*NOTE: The above must be submitted to the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.**

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- E. Discharge(s) of the mortgage(s) excepted on Schedule B – Section II. (In the event the loan is secured by a Mortgage allowing for advances of a credit line, please be advised that the borrower must authorize the lender to freeze the referenced credit line upon issuance of the payoff.)
5. Pay unpaid taxes and assessments unless shown as paid. The amounts shown as unpaid do not include collection fees, penalties or interest.

[ SEE ATTACHED TAX INFORMATION SHEET ]

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**TAX INFORMATION SHEET**

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

Tax Parcel #: 03-05-014-014-00 (Parcel 1) | Assessed Address: 14th St, Dorr, MI 49323,

2020 Winter Taxes in the amount of \$3,173.98 are DUE if paid by February 16, 2021 and in the amount of \$3,268.27 if paid by February 26, 2021.

2020 Summer Taxes in the amount of \$2,905.50 are PAID.

2018 Taxes in the amount of \$8,715.86 are FORFEITED and DUE, if paid by February 26, 2021. Taxpayer is BANKRUPT.

2019 Taxes in the amount of \$6,989.38 are DUE, if paid by February 26, 2021. Taxpayer is BANKRUPT.

2020 State Equalized Value: \$485,500.00 | Taxable Value: \$195,531.00

Principal Residence Exemption: 100% | School District: Wayland

Special Assessments: Byron Dorr Drain in the amount of \$52.17 and Murphy Drain in the amount of \$5.88 are included in the Winter tax bill. Contact the Drain office before closing for payoffs in full of drains, if available. Recycle fee of \$26.00 is included in the Winter tax bill.

Note: DUE TO BANKRUPTCY, CONTACT THE COUNTY TREASURER BEFORE CLOSING FOR ADDITIONAL PAYOFF INFORMATION

Tax Parcel#: 03-05-014-017-00 (Parcel 2) | Assessed Address: 1477 142nd Ave., Dorr

2020 Winter Taxes in the amount of \$14,436.17 are DUE, if paid by February 14, 2021 or \$14,520.43 if paid by February 26, 2021.

2020 Summer Taxes in the amount of \$2,635.59 are PAID.

2018 Taxes in the amount of \$22,247.19 are FORFEITED and DUE, if paid by February 26, 2021. Taxpayer is BANKRUPT.

2019 Taxes in the amount of \$20,320.51 are DUE, if paid by February 26, 2021. Taxpayer is BANKRUPT.

2020 State Equalized Value: \$203,800.00 | Taxable Value: \$177,367.00

Principal Residence Exemption: 100% | School District: Wayland

Special Assessments: Byron Dorr Drain in the amount of \$36.92 and Murphy Drain in the amount of \$5.88 are included in the Winter tax bill. Contact the Drain office before closing for payoffs in full of drains, if available. Dlg Sewer Dist #4 added to Winter tax bill in the amount of \$11,599.65 (16th installment of a 20 year assessment) PAYOFF OF SEWER is \$121,874.08 if paid by February 26, 2020

Note: DUE TO BANKRUPTCY, CONTACT THE COUNTY TREASURER BEFORE CLOSING FOR ADDITIONAL PAYOFF INFORMATION

Tax Parcel#: 03-05-014-003-00 (Parcel 3) | Assessed Address: 14th Street, Wayland

2020 Winter Taxes in the amount of \$181.55 are DUE, if paid by February 14, 2021 or \$186.94 if paid by February 26, 2021.

2020 Summer Taxes in the amount of \$156.21 are PAID.

2018 Taxes in the amount of \$692.09 are FORFEITED and DUE if paid by February 26, 2021. Taxpayer is BANKRUPT.

2019 Taxes in the amount of \$380.77 are DUE if paid by February 26, 2021. Taxpayer is BANKRUPT.

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2020 State Equalized Value: \$47,200.00 | Taxable Value: \$10,514.00

Principal Residence Exemption: 100% | School District: Wayland

Special Assessments: Byron Dorr Drain in the amount of \$10.04 and Murphy Drain in the amount of \$5.88 are included in the Winter tax bill. Contact the Drain office before closing for payoffs in full of drains, if available.

Note: DUE TO BANKRUPTCY, CONTACT THE COUNTY TREASURER BEFORE CLOSING FOR ADDITIONAL PAYOFF INFORMATION

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## SCHEDULE B, PART II

## Exceptions

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. 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.
7. 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.
8. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
9. Affidavit Attesting that Qualified Agricultural Will Remain, as recorded in Liber 3521, Page 303. (Parcel 2)
10. Oil and Gas Lease executed by Clifford Larsen and Macil Larsen, husband and wife to MGU Development Company, recorded in Liber 844, Page 692, and Grant of Overriding Royalty recorded in Liber 869, Page 374. (Parcel 2)

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11. Mortgage executed by Rose Brook Farm, LLC, a Michigan limited liability company to GreenStone Farm Credit Services, FLCA, in the amount of \$ , dated October 5, 2016 and recorded October 14, 2016 in Liber 4076, Page 800, as Subordinated in Liber 4118, Page 178.
12. Mortgage executed by Rose Brook Farm, LLC, a Michigan limited liability company to GreenStone Farm Credit Services, FLCA, in the amount of \$ , dated October 5, 2016 and recorded October 14, 2016 in Liber 4076, Page 805.
13. Mortgage executed by Rose Brook Farm, LLC, a Michigan limited liability company to GreenStone Farm Credit Services, FLCA, in the amount of \$ , dated October 5, 2016 and recorded October 14, 2016 in Liber 4076, Page 810.

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# PRIVACY INFORMATION

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## **We Are Committed to Safeguarding Customer Information**

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

## **Applicability**

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

## **Types of Information**

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

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

## **Use of Information**

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

## **Former Customers**

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

## **Confidentiality and Security**

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





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

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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
- How lead affects health
- 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 or 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](http://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 eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

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### **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.



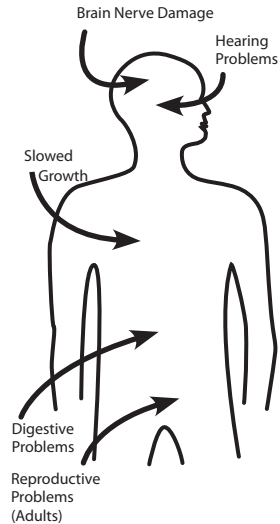
# Health Effects of Lead

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**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

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**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

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

**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.<sup>2</sup>

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](http://epa.gov/lead).

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<sup>1</sup> "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<sup>2</sup>), or more than 0.5% by weight.

<sup>2</sup> "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

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**Deteriorated 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:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  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

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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

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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](https://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## What You Can Do Now to Protect Your Family

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**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 eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

## Reducing Lead Hazards

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**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 contractor. 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

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**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](http://epa.gov/lead), or call 1-800-424-LEAD.



# Renovating, Repairing or Painting a Home with Lead-Based Paint

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**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
  - 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](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Other Sources of Lead

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### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

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\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Other Sources of Lead, continued

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- **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.<sup>4</sup>
- 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.

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<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. 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.

## For More Information

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### **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/safewater](http://epa.gov/safewater) and [hud.gov/lead](http://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](http://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](http://cpsc.gov) or [saferproducts.gov](http://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/safewater](http://epa.gov/safewater), 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

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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) 906-6809

**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 (LL-17J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-3808

**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.  
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 (20-C04)  
Air and Toxics Enforcement Section  
1200 Sixth Avenue, Suite 155  
Seattle, WA 98101  
(206) 553-1200



## **Consumer Product Safety Commission (CPSC)**

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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](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

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

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Office of Lead Hazard Control and Healthy Homes 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/lead](http://hud.gov/lead)

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# **IMPORTANT!**

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

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