

BIDDER'S PACKET

Donald W. Theis Estate Auction

Fowler, MI

Thursday, February 28, 2019

6:00 PM



**Auction to be held at Westphalia Township Hall:
13950 W. Pratt Road
Westphalia, MI 48835**

F: 1-616-583-5230

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

P: 1-800-LAST BID
WWW.1800LASTBID.COM

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NOTICE TO ALL BIDDERS

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

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

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

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

NEW DATA:

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

PROCEDURE FOR PURCHASING AT AUCTION

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

REGISTRATION:

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

BIDDING:

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

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

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

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

CONCLUSION:

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

HOW THE AUCTION WILL BE CONDUCTED

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

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

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

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

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

Thank you for your consideration.

Miedema Auctioneering, Inc.

Donald W. Theis Estate Auction

Auction Announcements

1. Auction will be held at Westphalia Township Hall, 13950 W. Pratt Rd. Registration will begin at 5pm.
2. A 10% Deposit is required from the high bidder immediately after the auction. Checks are accepted.
3. A 3% Buyers Premium will be added to the high bid. For example, if high bid is 200,000, the buy sell agreement will have the purchase price as 206,000, which includes the 3% Buyer's Premium.
4. Open House Dates: Tuesday, February 19 & Saturday, February 23 from 1pm-3pm. You can walk the vacant land anytime, but the home and buildings will only be available for inspection during the open house times.
5. Surveys have been completed for parcels 1-3 and township approval for the land division have been completed. The costs for this will be charged to the buyer at the closing as follows: Parcel 1- \$1000, Parcel 2- \$675.00 and Parcel 3- \$675.00
6. Parcel 2 will have a restriction on the deed required by the township that says Parcel 2 cannot be divided for a period of 10 years. Approval of 1 single family dwelling may be granted upon application to the planning commission. Please see copy of the township information on this in this bid packet.
7. Timber Value: The seller had 2 companies give verbal quotes on timber on parcel 3. The quotes were \$25,000.00 or over for only the larger trees. Buyer will have the opportunity to sell timber if they want.
8. Future land division rights: Seller will transfer without warranty to have the right to divide the property as follows: Parcel 1 – 1 future land division, Parcel 2 – 1 figure land division, Parcel 3 – 11 future land divisions and Parcel 4 – all available. This is subject to compliance act 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 the Buyer to divide to Property into smaller parcels.

Property Information



Location: 10565 W Price Road. Fowler, MI 48835

Parcel 1: Home & Outbuildings on 4.9 Acres Approximately 2300 SF 4BD & 2BA home built in 1910 and remodeled in 1987, the main floor has a kitchen, living room, dining area, and laundry room. The house has a 23x23 2 stall attached garage, and had a new furnace in 2015, new pressure tank and water heater in 2018. The shop barn is 80x35, has (2) 16' overhead doors, 220v, oil pit, cement floors, insulated, propane hook up and has a hook up for heated floors. There is also a loft for storage. There is a lean to on the property for parking cars or equipment under. The middle barn is 65x35 and is a classic traditional Michigan barn in good shape with electric running through it, a hay loft, and the downstairs has concrete floor with old stanchions and has a new two way motion light installed in 2018. The last barn is 65x35 and was redone on the inside in 2005. The last barn was used for hay, has electric, water, concrete floors, and 6 sliding doors (3 on each side). Both hip roof barns had new roofs and partial siding replaced in 2012. The home has propane, well and septic. Copper data lines are running to the house and the workshop building, they are internet ready and farm-wide wifi is viable with the current setup along with two landline phone connections.

Parcel 2: 20.5 Acres of Farmland or Potential Building Site Approximately 20.5 acres of farmland or nice potential building sites! Frontage on W. Price Rd. If this parcel sells separately the buyer will

need to put in a drive way to access off from Price Rd. Has the Morris Creek as its border on the South & East. This parcel was enrolled in the USDA water conservation program with filter strips along Morris Creek no longer an active member as of 2018. Nice parcel for farming or building, or both! Owner was told that this parcel was tiled many years ago. No tile maps are available.

Parcel 3: 95 Acres of Prime Farmland Approximately 95 acres of prime farmland. Frontage on W. Price Rd. There are 12-13 acres of woods on Southwest corner. Has Morris Creek as its border on Northwest side. This parcel was enrolled in the USDA water conservation program with filter strips along Morris Creek no longer an active member as of 2018. Owner was told that this parcel was tiled many years ago. No tile maps are available. Previously it has been enrolled in land conservation program which required farming in accordance with USDA guidelines. It no longer is enrolled in the conservation program. Currently the woods has valuable timber that could be harvested while still leaving enough timber for good hunting.

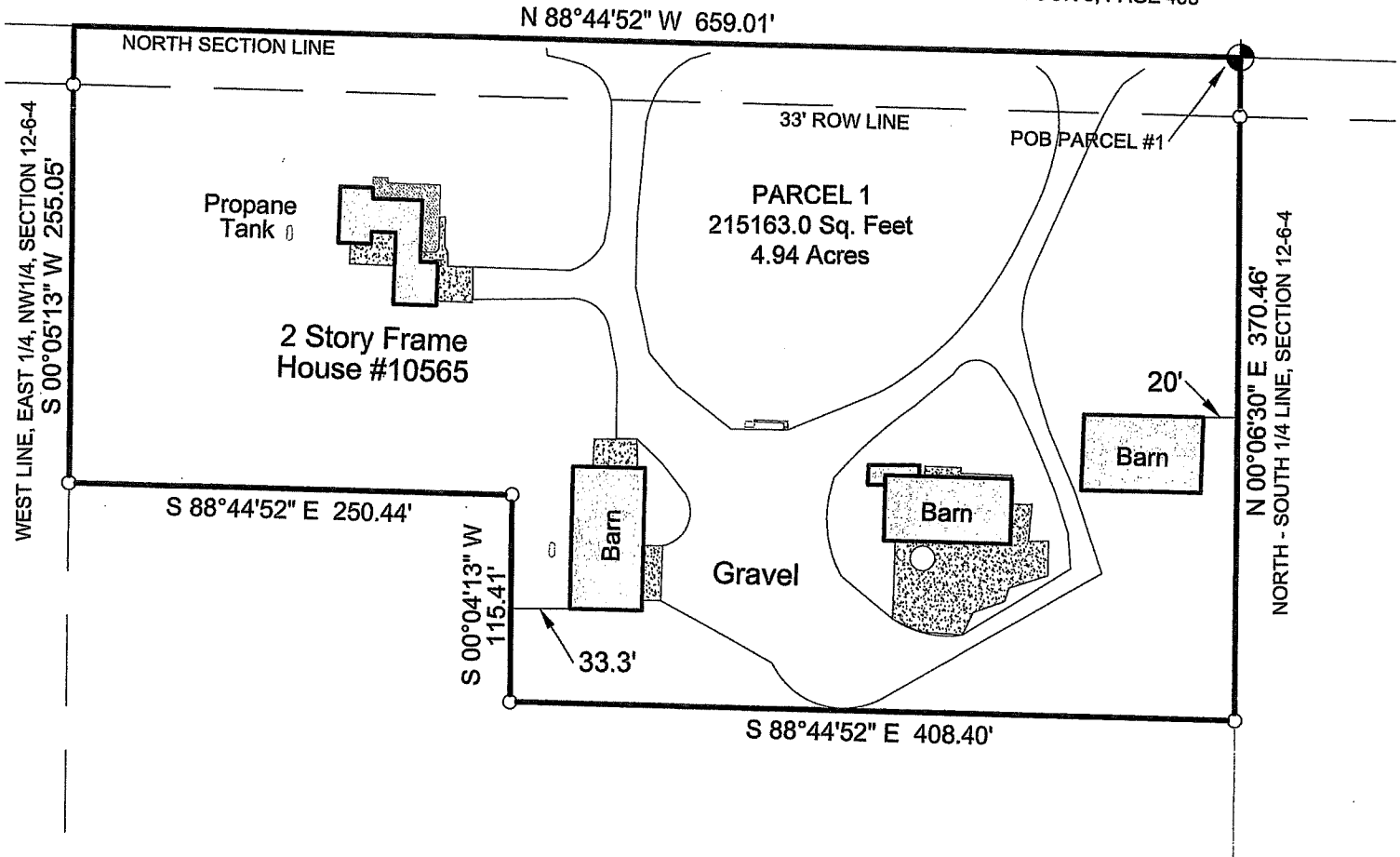
Parcel 4: 78 Acres of Farmland Approximately 78 acre parcel of farmland. Owner was told this parcel was tiled by Gene Platte in the more recent past. Owner has not been able to find any tile maps. Good producing soil. Located on the Northwest corner of W. Price Rd. and S. Wright Rd. Frontage on both roads. There is also a small portion of Thelen creek that runs along the Northwest corner which was enrolled in the USDA water conservation program with filter strips along the Thelen Creek. no longer an active member as of 2018.

CERTIFICATE OF SURVEY

PRICE ROAD

66' WIDE - PUBLIC

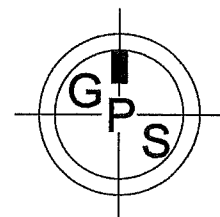
NORTH 1/4 CORNER
SECTION 12, T6N, R4W
WESTPHALIA TOWNSHIP
CLINTON COUNTY, MI
FOUND COUNTY MONUMENT
PER BOOK 6, PAGE 408



LEGAL DESCRIPTION PARCEL 1:

That part of Section 12, Town 6 North, Range 4 West, Westphalia Township, Clinton County, Michigan, described as: Beginning at the North 1/4 corner of said Section 12; thence N 88°44'52" W, 659.01 feet along the North line of said Section 12; thence S 00°05'13" W, 255.05 feet along the West line of the East 1/4 of the Northwest 1/4 of said Section 12; thence S 88°44'52" E, 250.44 feet; thence S 00°04'13" W, 115.41 feet; thence S 88°44'52" E, 408.40 feet to the North and South 1/4 line of said Section 12; thence N 00°06'30" E, 370.46 feet along said 1/4 line to the North 1/4 corner of said Section 12 and the Point of Beginning, containing an area of 215163.05 square feet or 4.939 acres of land. Subject to the rights of the public in Price Road over the North 33 feet thereof. Also subject to easements, restrictions and rights of way of record.

I, hereby certify to Miedema Asset Management that I have surveyed the above described property and that the ratio of closure is no greater than 1/5000 and that said survey substantially complies with the requirements of PUBLIC ACT #132 OF 1970 as amended.



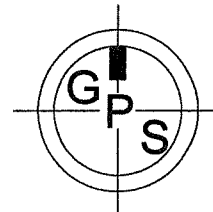
NORTH

NORTHWEST CORNER
SECTION 12, T6N, R4W
WESTPHALIA TOWNSHIP
CLINTON COUNTY, MI
FOUND COUNTY MONUMENT
PER BOOK 5, PAGE 647

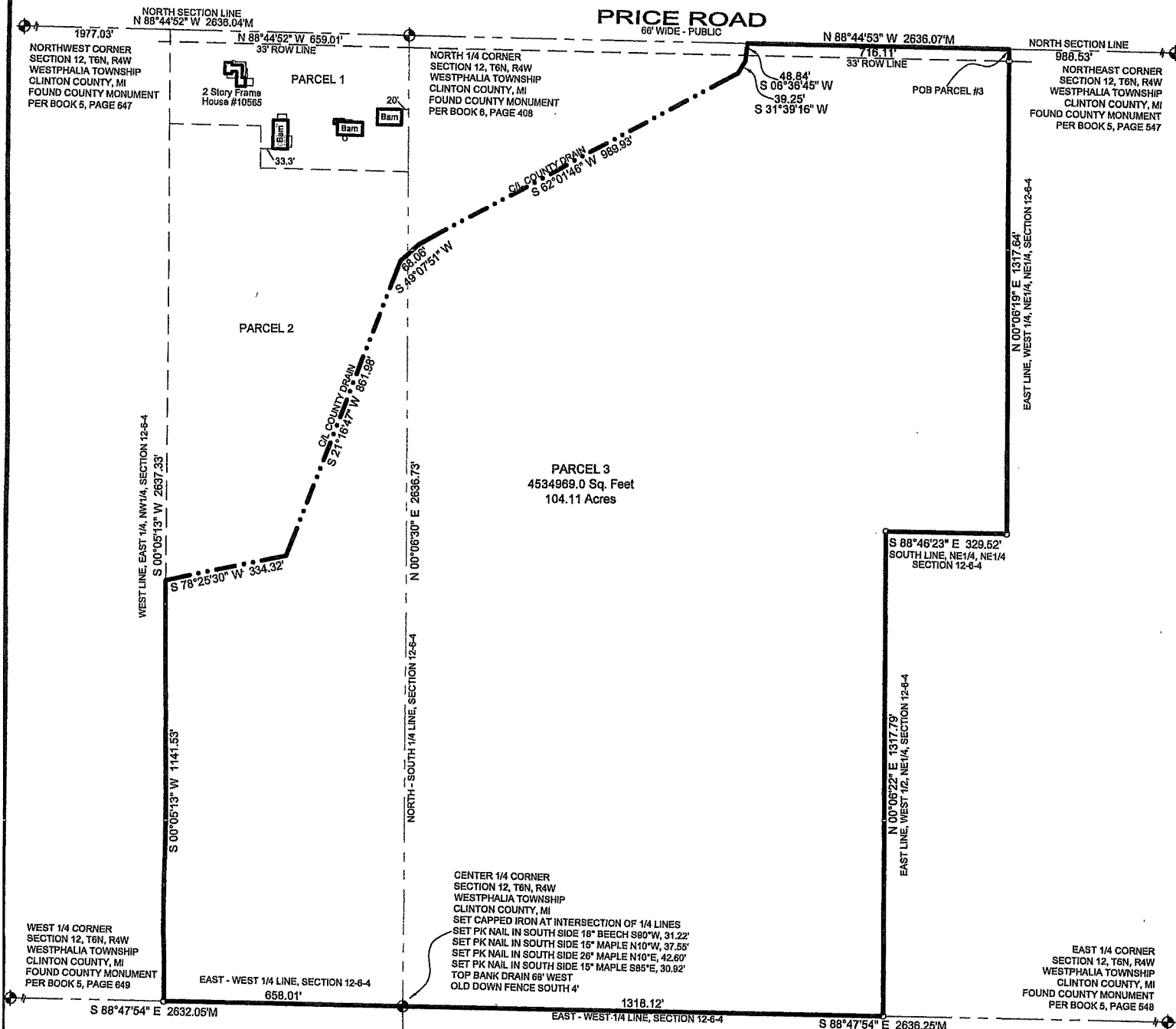
NORTHEAST CORNER
SECTION 12, T6N, R4W
WESTPHALIA TOWNSHIP
CLINTON COUNTY, MI
FOUND COUNTY MONUMENT
PER BOOK 5, PAGE 547



I, hereby certify to Miedema Asset Management that I have surveyed the above described property and that the ratio of closure is no greater than 1/5000 and that said survey substantially complies with the requirements of PUBLIC ACT #132 OF 1970 as amended.



C E R T I F I C A T E O F S U R V E Y



LEGAL DESCRIPTION PARCEL 3:

That part of Section 12, Town 6 North, Range 4 West, Westphalia Township, Clinton County, Michigan, described as: Beginning at a point on the North line of said Section 12 N 88°44'53" W, 988.53 feet from the Northeast corner of said Section 12; thence continuing thence N 88°44'53" W, 716.11 feet along said North line to the intersection of said North line and the County Drain; thence along the centerline of said County Drain the following 6 courses S 06°36'45" W, 48.84 feet; thence S 31°39'16" W, 39.25 feet; thence S 62°01'46" W, 989.93 feet; thence S 49°07'51" W, 68.06 feet; thence S 21°16'47" W, 861.98 feet; thence S 78°25'30" W, 334.32 feet to the intersection of said drain centerline and the West line of the East 1/4 of the Northwest 1/4 of said Section 12; thence S 00°05'13" W, 1141.53 feet along said West line to the East and West 1/4 line of said Section 12; thence S 88°47'54" E, 658.01 feet along said 1/4 line to the Center of Section 12; thence continuing along said 1/4 line S 88°47'54" E, 1318.12 feet; thence N 00°06'22" E, 1317.79 feet along the East line of the West 1/2 of the Northeast 1/4 of said Section 12; thence S 88°46'23" E, 329.52 feet along the South line of the Northeast 1/4 of said Northeast 1/4; thence N 00°06'19" E, 1317.64 feet along the East line of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 12 to the Point of Beginning, containing an area of 453496.03 square feet, 104.109 acres of land. Subject to the rights of the public in Price Road over the North 33 feet thereof. Also subject to easements, restrictions and rights of way of record.

I, hereby certify to Miedema Asset Management that I have surveyed the above described property and that the ratio of closure is no greater than 1/5000 and that said survey substantially complies with the requirements



Please note info below from The township/county regarding parcel # 2.

7. The remainder of the parent parcel following division of the proposed homestead parcel containing the single-family dwelling shall continue to remain in agricultural production. To ensure that this performance standard shall be substantive and the County has met objectives of this Ordinance, Article and Section, the applicant shall have placed on the deed of the remainder a restriction that the property cannot be subsequently divided or utilized for residential purposes for a period of ten (10) years.

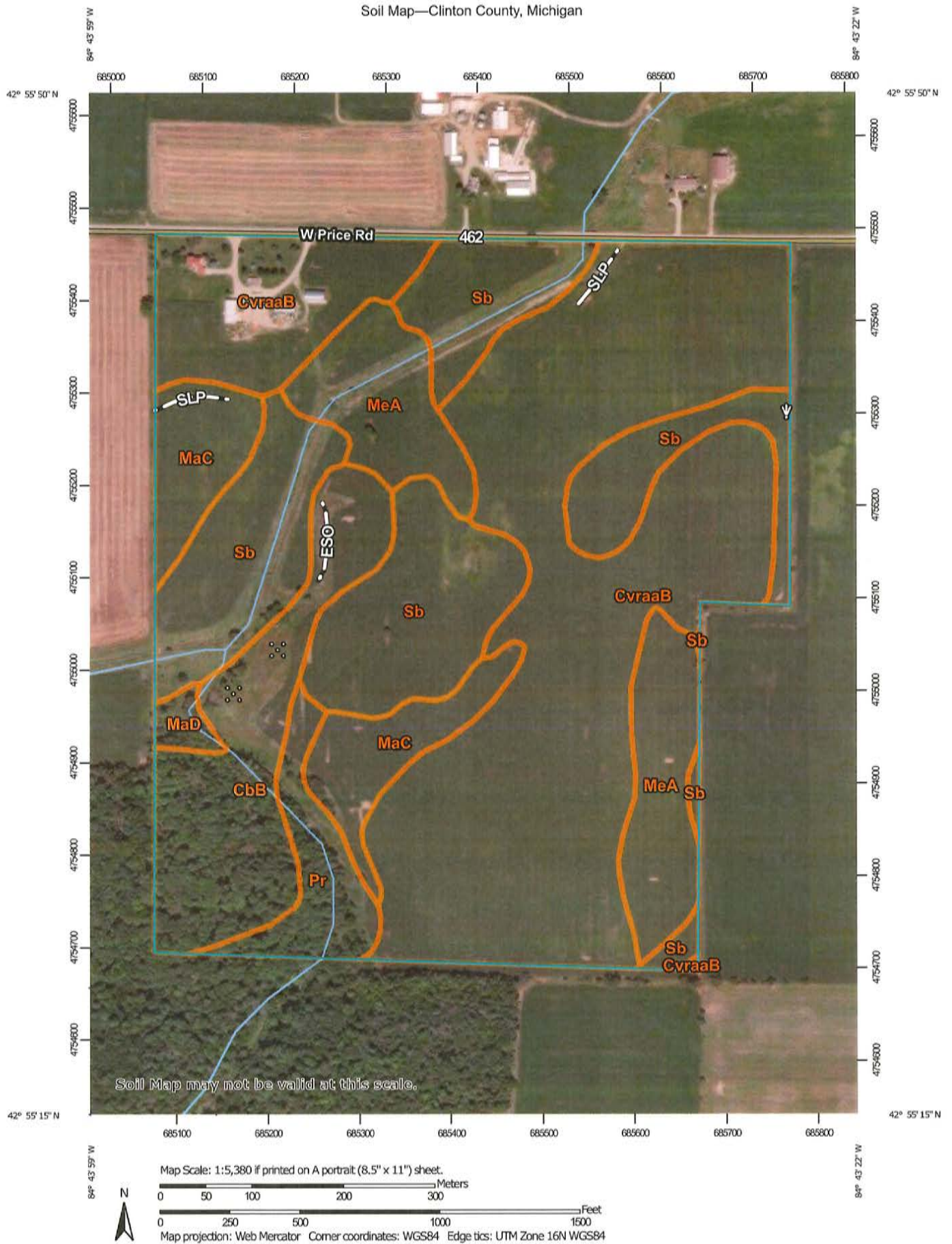
Approval of one (1) single-family dwelling may be granted on the remainder parcel upon site plan application to the Planning Commission. The applicant shall demonstrate that the proposed single-family dwelling is located so as to minimally impact or disrupt the agricultural characteristics or viability of the remainder parcel (i.e. typically the home should not be proposed in the middle of an existing field). The applicant shall demonstrate this by analysis of such items as: soil types; current vegetation; drainage patterns; access; proposed structures and associated improvements and the relationship to other nearby uses and structures.

Approval and construction of a single-family dwelling on the agricultural remainder shall require the aforementioned ten (10) year deed restriction to be placed on the remainder parcel starting at the time of building permit issuance.

The applicant must file with the request for land division a statement certifying that the remainder parcel (PARCEL 2) will be recorded with a deed restriction stating that it will not be subsequently divided or further developed for residential purposes for a period of 10 years. The deed restriction must be recorded with the division following approval by Westphalia Township.

Parcels 1-3

Soil Map—Clinton County, Michigan



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey 11

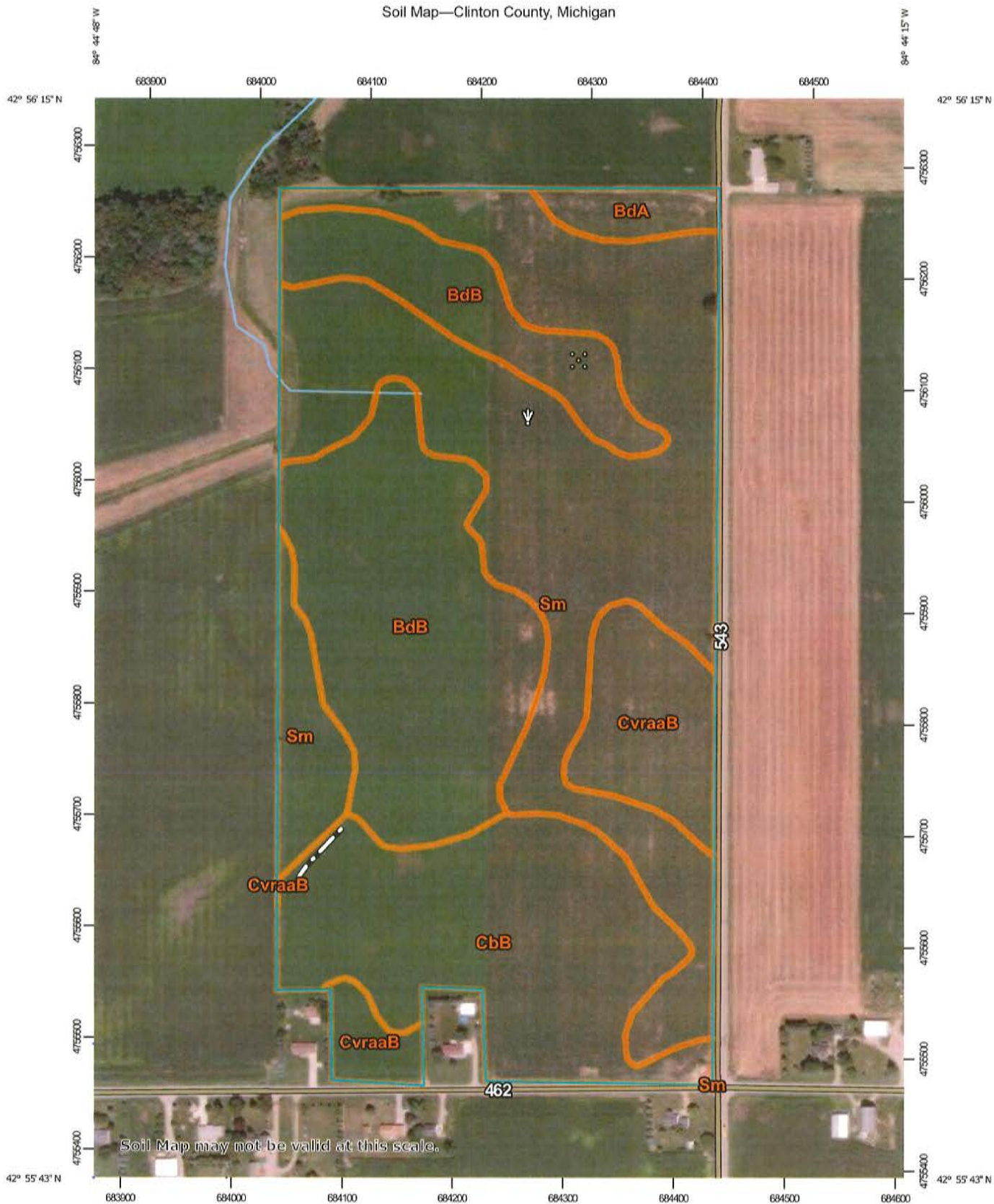
1/21/2019
Page 1 of 3

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CbB	Capac-Marlette loams, 1 to 6 percent slopes	13.2	10.5%
CvraaB	Conover loam, 0 to 4 percent slopes	57.2	45.8%
MaC	Filer loam, 6 to 12 percent slopes	8.6	6.9%
MaD	Filer loam, 12 to 18 percent slopes	0.9	0.7%
MeA	Metamora-Capac sandy loams, 0 to 4 percent slopes	12.2	9.8%
Pr	Parkhill loam, non dense till subsoil, 0 to 2 percent slopes	4.6	3.7%
Sb	Sebewa loam, 0 to 2 percent slopes	28.3	22.7%
Totals for Area of Interest		124.9	100.0%

Parcel 4

Soil Map—Clinton County, Michigan



Map Scale: 1:4,720 if printed on A portrait (8.5" x 11") sheet.

0 50 100 200 300 Meters

0 200 400 800 1200 Feet

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



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey 13

1/21/2019
Page 1 of 3

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BdA	Blount loam, 0 to 2 percent slopes	1.6	2.1%
BdB	Blount loam, 2 to 6 percent slopes	21.7	28.2%
CbB	Capac-Marlette loams, 1 to 6 percent slopes	15.5	20.2%
CvraaB	Conover loam, 0 to 4 percent slopes	6.4	8.4%
Sm	Sims silty clay loam	31.5	41.0%
Totals for Area of Interest		76.7	100.0%

SELLER'S DISCLOSURE STATEMENT

Rev. 4/08

Property Address: 10565 W. Price Rd

Fowler

City, Village, Township

Michigan

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

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

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

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

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

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

Explanations (attach additional sheets, if necessary):

Please see attached sheet, exhibit A

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? unknown yes no
- Insulation:** Describe, if known: down in insulation Urea Formaldehyde foam Insulation (UFFI) is installed? unknown yes X no X
- Roof:** Leaks? unknown yes no
- Well:** Type of well (depth/diameter, age and repair history, if known): depth/diameter unknown age - from early 90's Has the water been tested? yes no
- Septic tanks / drain fields:** Condition, if known: unknown
- Heating system:** Type/approximate age: new furnace from 2015
- Plumbing system:** Type: copper galvanized other Any known problems? some copper some PVC pipe otherwise unknown
- Electrical system:** Any known problems? just had electrical system check, light rods are grounded & work
- History of infestation:** If any: (termites, carpenter ants, etc.) unknown
- Environmental problems:** Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on the property. unknown X yes no

If yes, please explain:

Seller's Disclosure Statement

Property Address: 10565 W. Price Rd Fowler Michigan
Street City, Village, Township

Property conditions, improvements & additional information (continued):

11. Flood Insurance: Do you have flood insurance on the property? unknown ☐ yes ☐ no ☒
 12. Mineral Rights: Do you own the mineral rights? unknown ☐ yes ☐ no ☒

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

1. Features of the property shared in common with adjoining landowners such as walls, fences, roads, driveways or other features whose use or responsibility for maintenance may have an effect on the property? 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 please see attachment to Exhibit B (date).

The Seller has owned the property since please see attachment (date). Ref to Exhibit C

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

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

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

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

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

Seller R. J. J. J. Date 1/21/19

Seller _____ Date _____

Buyer has read and acknowledges receipt of this statement.

Buyer _____ Date _____ Time _____

Buyer _____ Date _____ Time _____

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

January 21, 2019

Seller Disclosure Statement: Estate of Donald W. Theis – Personal Representative Rebecca F. Theis

Rev. 4/08 Page 1 of 2 Exhibit A

- Furnace was replaced by Schafer's Heating and Cooling out of Pewamo, MI in 2015
- Water Heater and Water Pressure tank was replaced by Bartlett Plumbing and Heating out of Grand Ledge, MI in 2018. This does include a one-year warranty ending in October of 2019
- All lightening rods on the house and barns were reconnected and grounded, two motion lights were added to the middle hip roof barn by Sparky Electric out of Grand Ledge, MI 2018 and this does have a one-year warranty ending in October 2019
- Fireplace is a woodstove fireplace with a chimney
- The two nest cameras and routers are not included in the sale of the house.
- Roughly a 400 gallon above ground gas tank that is in working condition but is not currently filled.
- There is internet hook up.
- Propane tank attached to the house is currently filled
- Propane tank attached to the shop barn is unknown if filled.

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Exhibit B

The Seller has lived in the residence on the property as of 1986 (Donald W. Theis), The estate of Donald W. Theis – Personal Representative Rebecca F. Theis is the current seller.

Exhibit C

The seller (Donald W. Theis), The estate of Donald W. Theis- Personal Representative Rebecca F. Theis has owned the property since 1985.

R. F. Theis

Personal Representative for the Estate of Donald W. Theis

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

Lead Warning Statement

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

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgment (Initial)

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

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

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

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

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

Agent's Acknowledgment (Initial)

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

Certification of Accuracy

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

<u>R.J. Inis</u>	<u>1/21/19</u>	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date



Disclosure Regarding Real Estate Agency Relationships



Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of Agency relationship you have with that licensee.

A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104. Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

A broker or salesperson may function in any of the following capacities:

- represent the seller as an authorized seller's agent or subagent
- represent the buyer as an authorized buyer's agent or subagent
- represent both the seller and buyer as a disclosed dual agent, authorized by both the seller and buyer
- represent neither the seller nor buyer as an agent, but provide services authorized by the seller or buyer to complete a transaction as a transaction coordinator

SELLER'S AGENT

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

The duties that a seller's agent and subagent owes to the seller include:

- promoting the best interests of the seller
- fully disclosing to the seller all facts that might affect or influence the seller's decision to accept an offer to purchase
- keeping confidential the seller's motivations for selling
- presenting all offers to the seller
- disclosing to seller all information known to the seller's agent about the identities of all buyers and the willingness of those buyers to complete the sale or to offer a higher price

BUYER'S AGENT

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent and who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

The duties a buyer's agent and subagent owes to the buyer include:

- promoting the best interests of the buyer
- fully disclosing to the buyer all facts that might affect or influence the buyer's decision to tender an offer to purchase
- keeping confidential the buyer's motivations for buying
- presenting all offers on behalf of the buyer
- disclosing to the buyer all information known to the buyer's agent about the willingness of the seller to complete the sale or to accept a lower price

DUAL AGENT

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer. In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller, and the buyer, and may include the provision that the broker will not knowingly say anything or do anything which might place one party at a disadvantage, including the disclosure of personal confidences. For example, unless otherwise agreed, the dual agent broker will not disclose to the buyer that the seller might accept other than the listed price or terms; nor shall the dual agent broker disclose to the seller that the buyer might be willing to pay a higher price or terms other than offered.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction.

The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party. The transactional coordinator is not the advocate of either party and therefore has no obligation to "negotiate" for either party. The responsibilities of the transaction coordinator typically include:

- providing access to and the showing of the property
- providing access to market information
- providing assistance in the preparation of a buy and sell agreement which reflects the terms of the parties' agreement
- presenting a buy and sell agreement and any subsequent counter-offers
- assisting all parties in undertaking all steps necessary to carry out the agreement, such as the execution of documents, the obtaining of financing, the obtaining of inspections, etc.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

REAL ESTATE LICENSEE DISCLOSURE -- THIS IS NOT A CONTRACT FOR AGENCY SERVICES

I hereby disclose that the agency status I have with the buyer and/or seller below is (choose one):

- ☒ Seller's agent or subagent (I will not be representing the buyer unless otherwise agreed in writing.)
- ☐ Buyer's agent or subagent
- ☐ Dual agent
- ☐ Transaction Coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- ☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

- ☐ Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- ☐ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationships as the licensee named below.

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

Michael Miedema 4-18-19
Licensee *Michael Miedema* Date _____ Licensee _____ Date _____
The undersigned ☐ does ☐ does not have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as a
☐ Buyer ☐ Seller.

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

R. J. Smith 4-21-19
Potential ☐ Buyer ☒ Seller (check one) Date _____
© Grand Rapids Association of REALTORS® 2009 Rev. 1/09 Form #34
Potential ☐ Buyer ☐ Seller (check one) Date _____
This form not authorized for use after December 31, 2009.

BUY/SELL AGREEMENT

THIS BUY/SELL AGREEMENT ("Agreement") made this 28th day of February, 2019, by and between (i) Donald W. Theis Living Trust dated the 25th date of February, 2000, hereinafter called the "Seller", and (ii) _____

of _____

[please note whether husband and wife, married, single, partnership, corporation, etc],

hereinafter called the "Buyer". The Buyer hereby agrees to buy the Property (as defined in the attached Exhibit A), also described as Parcel _____, in the auction by which such Property is being offered, subject to any existing building and use restrictions, zoning ordinances and easements, if any, according to the following terms:

1. The full purchase price of _____ Dollars (\$ _____) shall be paid upon execution and delivery of Warranty Deed by Seller by bank money order, cashier's check or wire transfer of immediately available funds.
2. The Sale of the Property shall be closed (the "Closing") within ten (10) days after the preparation of all closing documents, but not later than April 15, 2019. If the Closing is delayed by reasons of delays in the delivery of title work, or by title defects which can be readily corrected as determined by the Seller, a further period of thirty (30) days shall be allowed for Closing. The Buyer acknowledges receipt prior to the auction of a copy of a Commitment for Title Insurance respecting the subject real property issued through Best Homes Title Agency, LLC, dated November 30, 2018, and agrees to accept the same, without objection or exception by the Buyer other than the release of any encumbrances identified therein at Closing, as evidencing marketable title. For clarity, the obligation of the Buyer to purchase the Property hereunder is firm and shall not be subject to any contingency, including (a) the ability of Buyer to obtain financing or (b) any due diligence.
3. For Parcel 1, possession will be given to Buyer at Closing but not sooner than March 24, 2019. For Parcels 2, 3, and 4, possession will be given to Buyer at Closing.
4. **Acceptance of Premises.** Buyer acknowledges that Buyer has made Buyer's own independent investigation with respect to the Property and its condition, including but not limited to zoning, governmental permits/approvals, and/or any environmental conditions and agrees to accept the Property in its present condition. The Property is

being sold to the Buyer "AS IS, WHERE IS" with no warranties of any type, expressed or implied. Without limiting the foregoing, the Buyer acknowledges and agrees that the Seller and the auction company make no representation or warranty as to the condition of the Property, including building improvements and fixtures, mechanical systems, well and septic systems, or environmental conditions, and the Seller and the auction company assume no responsibility as to compliance of the Property with any laws or regulations, federal, state or local.

5. All improvements and appurtenances on the Property as of the date hereof are included in the sale. Exceptions: _____.
6. All Property improvements are sold "AS IS" with no warranties of any type, expressed or implied. Any repairs or improvements which must be made are the responsibility of the Buyer. Buyer represents and warrants to Seller that Buyer has had the opportunity to inspect the entire Property, including, but not limited to, structural, plumbing, heating, electrical and mechanical components of the Property, to Buyer's satisfaction and, Buyer agrees to accept the Property in its present "AS IS" condition, with no warranties concerning its condition or permitted use. Buyer acknowledges that the Property may require repairs, maintenance or refurbishing. Buyer acknowledges that Buyer has had the opportunity to investigate the zoning classification of the Property and any other matters of interest pertinent to the Property, including, without limitation, its environmental condition and history.
7. If the Property includes one or more residential dwellings used or occupied, or intended to be used or occupied, as the home or residence of one or more persons, Buyer acknowledges that Seller has provided to Buyer a copy of the current form of lead paint hazard information pamphlet prepared by the United States Environmental Protection Agency ("USEPA"). In addition, Seller has disclosed to Buyer the presence of any known lead-based paint hazards and provided any available lead hazard evaluation report to Buyer. Buyer acknowledges that Buyer has had the opportunity to inspect the Property for any lead-based paint hazard and agrees to take title subject to any such hazard. Attached as Exhibit B to this Contract is the statement required by applicable laws and regulations to be attached to a contract for sale of residential real estate constructed prior to 1978.
8. Buyer acknowledges having received and inspected a copy of the Seller's Disclosure Statement, see attached Exhibit C.
9. Buyer acknowledges having received a copy of and having had the opportunity to review the Disclosure Regarding Real Estate Agency Relationships, see attached Exhibit D.
10. 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.

11. A standard ALTA Owner's Policy of Title Insurance in the amount of the purchase price shall be furnished to the Buyer at the Seller's expense.
12. At Closing Buyer shall reimburse Seller for a portion of Seller's costs in obtaining a survey of the parent parcel of which the Property was a part. The portion of the survey costs to be reimbursed by Buyer is One Thousand Dollars (\$1,000.00) for Parcel 1; Six Hundred Seventy Five Dollars (\$675.00) for Parcel 2; Six Hundred Seventy Five Dollars (\$675.00) for Parcel 3; Zero Dollars (\$0.00) for Parcel 4.
13. The Closing will be conducted by Best Homes Title Agency, LLC. Closing fees charged by the title company of approximately Four Hundred Fifty and no/100 Dollars (\$450.00) will be divided evenly between the Buyer and the Seller, payable at Closing. At Closing Seller will pay the transfer tax charged by the State of Michigan and Clinton County, and will pay for issuance of the title insurance policy referenced above. Buyer will pay the cost of recording the deed to the Property.
14. Per the Michigan PA 288 of 1967, as amended by P.A. 87 of 1997, Seller will transfer without warranty to Buyer the right to divide the Property purchased hereunder as follows:

Parcel 1 – one (1) land division	Parcel 3 – eleven (11) land divisions
Parcel 2 – one (1) land division	Parcel 4 – all available land divisions

This is subject to compliance with the Act. Seller and Auction Company make no representation as to the effect local zoning ordinances or regulations may have on Buyer's ability to divide the Property at all. Buyer acknowledges that local laws may differ and be more restrictive and not allow Buyer to divide the Property into smaller parcels.
15. Buyer acknowledges that Parcel 2 will have a deed restriction that states: "The property cannot be subsequently divided or utilized for residential purposes for a period of ten years."
16. 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: _____]

17. 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.
18. Buyer acknowledges that the auction company is an agent for the Seller.
19. Time is of the essence regarding this Agreement.
20. Seller agrees to pay the auctioneer commission and expenses as stated in the Employment Agreement dated November 26, 2018, between the auction company and Seller.
21. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements or negotiations between such parties, and may be amended, supplemented or changed only by an agreement in writing which makes specific reference hereto and which is signed by the party against whom enforcement of any such amendment, supplement or modification is sought. Any party signing this Agreement represents that he or she has the authority to enter into this Agreement and bind the party for whom he or she is signing.
22. None of the representations, warranties, covenants and agreements of Seller and Buyer herein, or in any certificates or other documents delivered prior to or at the Closing, shall survive the Closing, and Buyer shall have no claims against the Seller or the auction company with respect to any of the foregoing after the Closing.

[Remainder of Page Intentionally Left Blank]

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

BUYER'S SIGNATURE _____ Dated _____

BUYER'S PRINTED NAME _____ Dated _____

BUYER'S SIGNATURE _____ Dated _____

BUYER'S PRINTED NAME _____ Dated _____

BUYER'S ADDRESS _____

BUYER'S DAYTIME TELEPHONE (_____) _____ - _____

WITNESS _____ Dated _____

SELLER'S ACCEPTANCE:

The above offer is hereby accepted.

SELLER'S SIGNATURE _____ Dated _____

SELLER'S PRINTED NAME _____ Dated _____

SELLER'S SIGNATURE _____ Dated _____

SELLER'S PRINTED NAME _____ Dated _____

SELLER'S ADDRESS _____

SELLER'S TELEPHONE (_____) _____ - _____

WITNESS _____ Dated _____

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

LENDER NAME: _____

CONTACT NAME: _____ *PHONE:* _____

IF BUYING MORE THAN ONE PARCEL, BUYER WISHES TO DEED

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

IF DEEDING SEPARATELY, LIST PRICES PER PARCEL _____

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

Transaction Identification Data for reference only:

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

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

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

Commitment Number: **GRC-121695** Revision No. 4

Property Address: **V/L W. Price Rd. , Fowler, MI 48835, , 10565 W. Price Rd., Fowler, MI 48835, , V/L S. Wright Rd., Fowler, MI 48835**

1. Commitment Date: **11/30/2018** at 8:00 AM

2. Policy to be issued:

Proposed Policy Amount

a. **ALTA Owner's Policy**

\$10,000.00

Proposed Insured: Donald W. Theis Living Trust dated the 25th date of February, 2000


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:

Donald W. Theis Living Trust dated the 25th date of February, 2000

5. The Land is described as follows:

~ SEE ATTACHED LEGAL DESCRIPTION RIDER ~

By: 
Authorized Countersignature

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File No.: **GRC-121695**

ALTA Commitment For Title Insurance 8-1-16

Page 6 of 13



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

LEGAL DESCRIPTION RIDER

Situated in the Township of Westphalia, County of Clinton, State of Michigan

AUCTION PARCEL 4

Parcel 1: The Northeast 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4, except commencing at the Southwest corner thereof, thence 150 feet East and West by 267 feet North and South, also except commencing 450 East of the Southwest corner, thence 150 feet East and West by 267 feet North and South, all in Section 2, Town 6 North, Range 4 West, Westphalia Township, Clinton County, Michigan.

Parcel 2-1: AUCTION PARCEL 1

That part of Section 12, Town 6 North, Range 4 West, Westphalia Township, Clinton County, Michigan, described as: Beginning at the North 1/4 corner of said Section 12; thence North 88 degrees 44' 52" West 659.01 feet along the North line of said Section 12; thence South 00 degrees 05' 13" West 255.05 feet along the West line of the East 1/4 of the Northwest 1/4 of said Section 12; thence South 88 degrees 44' 52" East 250.44 feet; thence South 00 degrees 04' 13" West 115.41 feet; thence South 88 degrees 44' 52" East 408.40 feet to the North and South 1/4 line of said Section 12; thence North 00 degrees 06' 30" East 370.46 feet along said 1/4 line to the North 1/4 corner of said Section 12 and the Point of Beginning.

Parcel 2-2: AUCTION PARCEL 2

That part of Section 12, Town 6 North, Range 4 West, Westphalia Township, Clinton County, Michigan, described as: Beginning at the North 1/4 corner of said Section 12; thence South 88 degrees 44' 53" East 931.44 feet along the North line of said Section 12 to the intersection of said North line and the County Drain; thence along the centerline of said County Drain the following 6 courses: South 06 degrees 36' 45" West, 48.84 feet; thence South 31 degrees 39' 16" West 39.25 feet; thence South 62 degrees 01' 46" West 989.93 feet; thence South 49 degrees 07' 51" West 68.06 feet; thence South 21 degrees 16' 47" West 861.98 feet; thence South 78 degrees 25' 30" West 334.32 feet to the intersection of said drain centerline and the West line of the East 1/4 of the Northwest 1/4 of said Section 12; thence North 00 degrees 05' 13" East 1240.74 feet along said West line; thence South 88 degrees 44' 52" East 250.44 feet; thence South 00 degrees 04' 13" West 115.41 feet; thence South 88 degrees 44' 52" East 408.40 feet to the North and South 1/4 line of said Section 12; thence North 00 degrees 06' 30" East 370.46 feet along said 1/4 line to the North 1/4 corner and the Point of Beginning.

Parcel 2-3: AUCTION PARCEL 3

That part of Section 12, Town 6 North, Range 4 West, Westphalia Township, Clinton County, Michigan, described as: Beginning at a point on the North line of said Section 12 North 88 degrees 44' 53" West 988.53 feet from the Northeast corner of said Section 12; thence continuing North 88 degrees 44' 53" West 716.11 feet along said North line to the intersection of said North line and the County Drain; thence along the centerline of said County Drain the following 6 courses: South 06 degrees 36' 45" West, 48.84 feet; thence South 31 degrees 39' 16" West

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File No.: **GRC-121695**

ALTA Commitment For Title Insurance 8-1-16



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

39.25 feet; thence South 62 degrees 01' 46" West 989.93 feet; thence South 49 degrees 07' 51" West 68.06 feet; thence South 21 degrees 16' 47" West 861.98 feet; thence South 78 degrees 25' 30" West 334.32 feet to the intersection of said drain centerline and the West line of the East 1/4 of the Northwest 1/4 of said Section 12; thence South 00 degrees 05' 13" West 1141.53 feet along said West line to the East and West 1/4 line of said Section 12; thence South 88 degrees 47' 54" East 658.01 feet along said 1/4 line to the Center of Section 12; thence continuing along said 1/4 line South 88 degrees 47' 54" East 1318.12 feet; thence North 00 degrees 06' 22" East 1317.79 feet along the East line of the West 1/2 of the Northeast 1/4 of Section 12; thence South 88 degrees 46' 23" East 329.52 feet along the South line of the Northeast 1/4 of said Northeast 1/4; thence North 00 degrees 06' 19" East 1317.64 feet along the East line of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 12 to the Point of Beginning.

PRELIMINARY

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File No.: **GRC-121695**

ALTA Commitment For Title Insurance 8-1-16



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

ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

BestHOMES
TITLE AGENCY, LLC

Requirements

File No. GRC-121695

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. **Submit "Affidavit by Owner". Additional requirements may be made or exceptions taken for matters disclosed therein.**
 - B. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved. Additional requirements will be added, or exceptions taken, when the names of the Proposed Insured(s) have been determined and the Commitment is updated. The following requirements are listed only as reference based on the current status of Fee Simple title and the exceptions listed on Schedule B-Part II as of the effective date of this Commitment.**
 - C. **NOTE: The legal description for Parcel 2 in Schedule A is being split into 3 parcels. In order for the Company to close the contemplated transaction, an unconditional land split/division approval from the appropriate governmental entity must be furnished.**
 - D. **The Deed for Parcel 2-2 must include the following restriction: The property cannot be subsequently divided or utilized for residential purposes for a period of ten years.**
 - E. **Submit certified copy of the Judgment of Divorce between Joanne M. Theis and Donald W. Theis.**
 - F. **>>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.**
 - G. **Current Certificate of Trust Existence and Authority for the Donald W. Theis Living Trust, which complies with the requirements of MCL 565.432; MSA 26.745(2).**
 - H. **NOTE: A search of the Public Records does not reveal any open mortgage. You must disclose any knowledge of any unrecorded mortgage or other obligation that may result in a lien attaching to the Land.**

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File No.: **GRC-121695**

ALTA Commitment For Title Insurance 8-1-16



5. Pay unpaid taxes and assessments unless shown as paid. The amounts shown as unpaid do not include collection fees, penalties or interest.

SEE ATTACHED TAX INFORMATION SHEET

PRELIMINARY

TAX INFORMATION SHEET

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

2018 Winter Taxes in the amount of \$1,893.56 are DUE if paid by 2/14/2019.

2018 Summer Taxes in the amount of \$1,593.92 are PAID.

Property Address: V/L W. Price Rd. , Fowler, MI 48835 , 10565 W. Price Rd., Fowler, MI 48835 , V/L
S. Wright Rd., Fowler, MI 48835

Tax Parcel Number: 160-012-100-010-00 (Parcel 2-1; 2-2; 2-3)

2018 State Equalized Value: \$466,400.00

Taxable Value: \$133,881.00

Principal Residence Exemption: 100%

School District: 19125 Pewamo-Westphalia

Special Assessments: NONE

2018 Winter Taxes in the amount of \$302.15 are DUE if paid by 2/14/2019.

2018 Summer Taxes in the amount of \$254.35 are PAID.

Tax Parcel Number: 160-002-400-005-00 (Pt of Parcel 1)

2018 State Equalized Value: \$116,300.00

Taxable Value: \$21,366.00

Principal Residence Exemption: 100%

School District: 19125 Pewamo Westphalia

Special Assessments: NONE

2018 Winter Taxes in the amount of \$287.76 are DUE if paid by 2/14/2019.

2018 Summer Taxes in the amount of \$242.25 are PAID.

Tax Parcel Number: 160-002-400-035-00 (Pt of Parcel 1)

2018 State Equalized Value: \$107,000.00

Taxable Value: \$20,349.00

Principal Residence Exemption: 100%

School District: 19125 Pewamo Westphalia

Special Assessments: NONE

PRELIMINARY

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

ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

Exceptions

File No.: GRC-121695

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B.
8. Taxes and assessments that become a lien against the property after date of closing. The company assumes no liability for tax increases occasioned by retroactive revaluation or changes in the land usage for the insured premises.
9. Any and all oil, gas and mineral rights and reservations of every kind and nature whether recorded or unrecorded and all rights pertinent thereto.
10. Rights of tenants under unrecorded leases and all and all parties claiming by, through and thereunder.

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

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File No.: **GRC-121695**

ALTA Commitment For Title Insurance 8-1-16



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

ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

BestHOMES
TITLE AGENCY, LLC

11. Oil and Gas Lease in favor of Manhattan Energy One, LLC, as lessee, recorded in Document# 5165838, and any subsequent instruments pertinent thereto. Last assigned to Tiptop Energy Production US LLC in Document number 5184467. (Parcel 2)
12. Easement granted to Consumers Power Company recorded in Liber 352, Page 746. (Parcel 1)
13. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
14. Oil and Gas Lease in favor of Major Oil Exploration Co., as lessee, recorded in Liber 381 Page 195, and any subsequent instruments pertinent thereto. (Parcel 1)
15. Release of Right of Way to the County of Clinton for a drain, recorded in Liber 792, Page 451 along with the minutes of survey as recorded in Liber 792, Page 422, and the terms, provisions and conditions contained therein. (Parcel 1)
16. Loss or damage sustained as a result of the failure to obtain an approved land split/division and reassessed legal description to accurately describe only the land insured herein, as to Parcel 2.
17. Parcel 2-2 herein is subject to the following Restriction: The property cannot be subsequently divided or utilized for residential purposes for a period of ten years.

PRELIMINARY

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ALTA Commitment For Title Insurance 8-1-16

