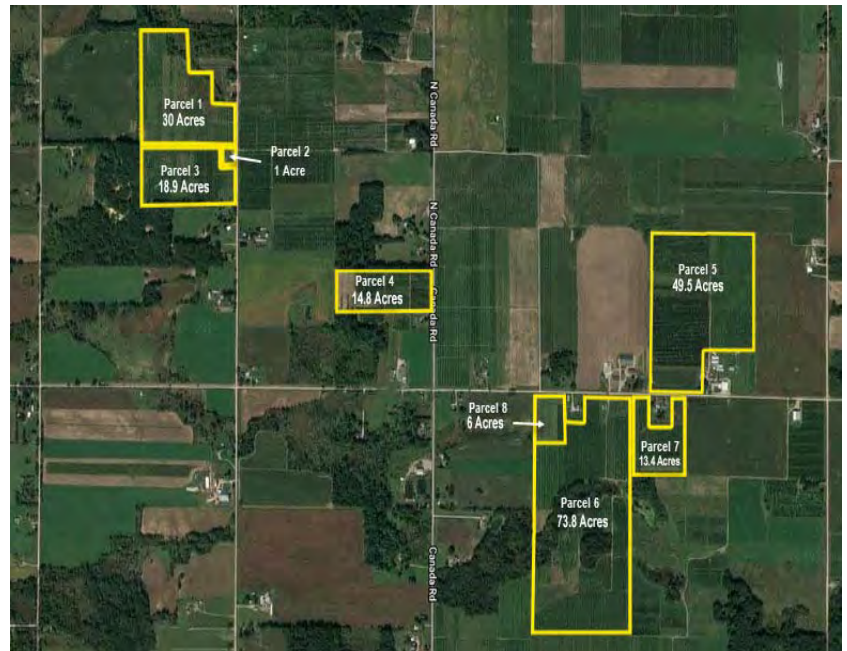


BIDDER'S PACKET

L & L Bull Farms Retirement Auction
Orchard Land Real Estate
Casnovia, MICHIGAN

Thursday, December 19
6:00 pm EST



**Auction to be held at: English Hills Banquet Facilities
1200 4 Mile Rd NW
Walker, MI 49544**

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



601 Gordon Industrial Court SW
Byron Center, MI 49315

TABLE OF CONTENTS

Notice to all Bidders.....	Page 1
Procedures for purchasing at Auction.....	Page 2
How the Auction will be conducted.....	Page 3
Announcements.....	Page 4
Property Information.....	Page 5 - 6
Terms for Bidding on Auction.....	Page 7
Agricultural Labor Camp License.....	Page 8 - 9
Survey.....	Page 10 - 17
Agency Disclosure.....	Page 18
Buy/Sell Agreement	Page 19 - 23
Preliminary Title Commitment.....	Page 24 - 32

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.

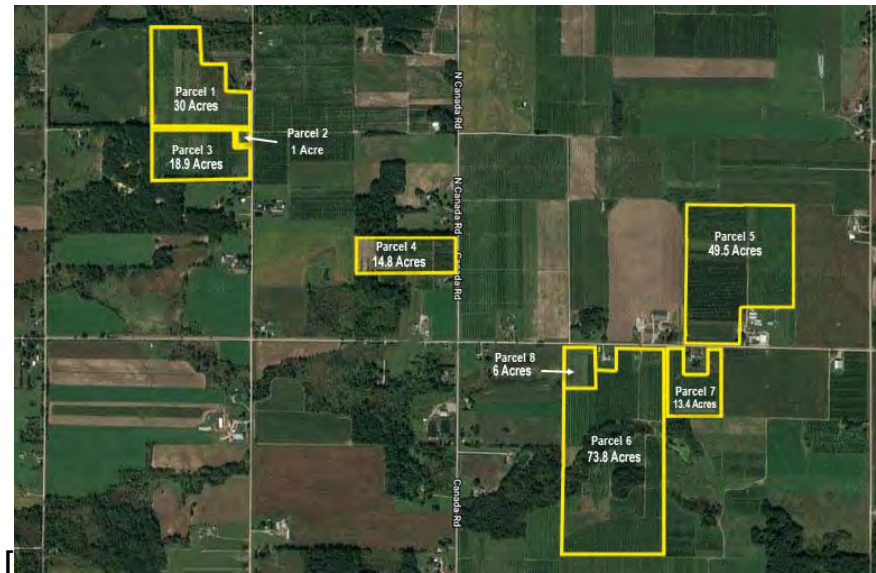
Auction Announcements

1. Auction for the real estate will be held Thursday, December 19 at 6:00 pm at English Hills Banquet Facility. Registration will begin at 5:00 pm.
2. Online bidding is available for the live real estate auction, but you must call ahead to pre-register in order to bid online. Please call Donna at (616) 538-0367 by December 10 to register.
3. The terms for the real estate auction are available in this bidder packet. A minimum 10% down will be required immediately after the auction from all the buyers.
4. Open house for the parcels with buildings will be: Thursday, December 10 from 1:00 – 3:00 pm. A Miedema representative will be at 16725 Hall Rd to answer any questions. You may walk the vacant land and orchards anytime at your convenience.
5. Survey cost of \$575.00 per parcel will be the cost of the buyer, payable at closing. For example, if you buy parcels 1, 2 & 3 your survey cost would be \$1,725.00. This would be due at the closing.
6. There is a land lease/wind easement in effect for all the real estate selling of L & L Bull. The buyers will need to assume this lease and will be entitled to the potential income generated, if any, in the future. A copy of the lease/easement is available on the website or by calling MAI and asking for a copy.
7. Oil and gas leases show up on the title commitment. Seller believes they have expired and are not in effect since they were not renewed by seller. Copies of the leases are on our website.
8. Per 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 – all available land divisions	Parcel 2 – all available land divisions
Parcel 3 – all available land divisions	Parcel 4 – three (3) land divisions
Parcel 5 – one (1) land division	Parcel 6 – two (2) land divisions
Parcel 7 – six (6) land divisions	Parcel 8 – one (1) land division
Parcel 9 – four (4) land divisions	Parcel 10 – four (4) land divisions

This is subject to compliance with the Act. Seller and Auction Company make no representation as to the effect local zoning ordinances or regulations may have on Buyer's ability to divide the Property at all. Buyer acknowledges that local laws may differ and be restrictive and not allow Buyer to divide the Property into smaller parcels.
9. Parcel #6, 2 house trailers have been secured on cement slabs meeting farm labor regulations. The camp has been licensed for a total of 16 workers. Water is tested annually with the exception of 2019. There are 3 bedrooms in each. New furnace in 1 trailer in 2018. Propane stoves and furnaces. Both units have bathrooms. Outside hook up for laundry.
10. The real estate will be bid on by the parcel, not by the acre.

Property Information



Location: 16530 Hall, Casnovia, MI 49318

Parcel 1: ± 30 Acres Total

On Brown Road, South of White

- Mature trees consisting of: (± Acres) Linda Mac (2.5), Honey Crisp (8.5), Gala (3), Golden Delicious (3), Ever Crisp (1), Ida Red (.5) & Fuji (1 Row)
- East side of this parcel is tiled

Parcel 2: Migrant Housing Complex on 1 Acre

On Brown Road, South of White

- Duplex: (Each side has 2BD, open kitchen, living area, 3/4 bath, units are winterized each season, can be used for year-round housing, water tests done on annual basis, capacity - 12)
- Propane furnace & stove (New furnace 2018 in both units)
- New Roof (2019)
- Washer hookup outside
- Well & septic

Parcel 3: ± 18.9 Acres Total

On Brown Road, South of White

- Some mature apple trees & some younger trees, consisting of: (± Acres) Honey Crisp (4), Golden Delicious (2), Red Delicious (4), Gala (4), Fuji (3), Cortland (.5) & Peaches (1.5)

Parcel 4: ± 14.8 Acres Total

On Canada Road, North of Hall

- Producing apple trees, consisting of: (± Acres) Gala (6), Fuji (4), Linda Mac (3) & Golden Delicious (.6)

Parcel 5: ± 49.5 Acres Total**On Hall, East of Canada Road**

- Producing apple trees, consisting of: (± Acres) Gala (26), Fuji (4.5), Linda Mac (2.5), Red Delicious (11.3), Honey Crisp (3.2), Ever Crisp (2.8) & Sweet Cherries (A Few)
- Note: Buildings are NOT selling
- South portion is tiled

Parcel 6: ± 73.8 Acres**On Hall, East of Canada Road**

- Producing apple trees, consisting of: (± Acres) Gala (35), Empire (5), Golden Delicious (13), Ida Red (1), Linda Mac (2), Honey Crisp (1), Jonathon (3), Fuji (.5), Peaches (2.5)
- (2) Mobile homes (3BD/1BA in each) previously used for migrant housing, licensed for 16 workers, washer hookup outside

Parcel 7: ± 13.4 Acres**On Hall Rd, East of Canada Rd**

- Producing apple trees, consisting of: (± Acres) Golden Delicious (5), Gala (7), Empire (1) & Red Delicious (.5)
- Entire parcel is tiled

Parcel 8: ± 6 Acres**On Hall, East of Canada Road**

- Currently stocked with nursery trees, varieties include: Honey Crisp (from 1-3 years), Pink Lady, Linda Mac, Gala, Ever Crisp, Ambrosia, Fuji
- Also root stock for grafting
- ± Totals grafted: 16,200 - ready for graft: 2,000 - 3,000
- Entire area is fenced
- Well for irrigation

Terms for Bidding on Auction

REGISTRATION: Begins at 5:00 pm at English Hills Banquet Facility: 1200 4 Mile Rd NW Walker, MI 49544

DEPOSIT FOR REAL ESTATE: A deposit of 10% is required at the auction. This deposit is NOT refundable if the buyer does not carry through with the purchase. Your bidding is not conditional upon financing, so be sure you have arranged financing if needed and are capable of paying cash at the closing.

CONDITIONS: The terms and conditions of this auction will be governed by the contract for the sale of Real Estate (herein called the buy/sell). The following terms are a summary provided for the convenience of the bidder. The buy/sell is available in the bidder's packet and should be reviewed prior to the auction. All properties sell "AS IS WHERE IS" with no warranties of type or nature. Any improvements, which must be made, are the responsibility of the purchaser. All information advertised or stated was derived from sources believed correct but is not guaranteed. All property dimensions are only approximations. Buyers shall rely entirely on their own information, judgement and inspection of the property records. The real estate will be sold free and clear of all liens. The property will however be sold subject to any easements and buildings and use restrictions of record. The auction company reserves the right to bid to protect the owner's investment. Any announcements made at the auction site take precedence over printed material. Real Estate sells subject to Secured Creditors acceptance or rejection of high bid.

BUYERS PREMIUM: 4% Buyers Premium will be in effect.

CLOSING TERMS: Balance of purchase price due at closing. Closing to be held within 45 days after auction. The seller will pay taxes and assessments due on or before the auction. Seller shall provide an owner's title insurance policy in the amount of the purchase price. Closings will be held at a local title company. Closing fees of \$450 will be divided evenly between the buyer and seller.

BUYERS NOTE: If you are the successful bidder, you must go to the closing table to sign all the purchase agreements immediately following the conclusion of the auction. At that time your check will be endorsed as a nonrefundable deposit on the property. Individual purchases are to be considered as singular transactions, not contingent on any other purchases of properties on the auction. The auction will be conducted at the sole discretion of the auctioneer and any bids may be recognized at their discretion.

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.

Parcel # 2 info



2019

Agricultural Labor Camp License

License Number: I3939 / A1284 1909

Environmental
Stewardship
Division
Migrant Labor
Housing Program

Owner / Operator

L & L Bull LLC
16530 Hall Road
Casnovia MI 49318

Camp

61-0022
Brown Road Camp
195 N Brown
Casnovia MI 49318

License Conditions

Type	Units	Capacity	Beginning	Ending
Full	2	12	Sep 13, 2019	Dec 13, 2019

Special Conditions:

Failure to prominently display this license constitutes a violation of Act 368, Public Acts of 1978, as amended and subject to penalties as stated in the act. This license is issued with the following conditions:

1. Continued compliance with Act 368, Public Acts of 1978, as amended, and the rules promulgated thereunder.
2. This license is not transferable or assignable, except with the express written consent of MDARD.
3. The stipulations on the latest inspection report recommending licensing are as follows:

9/25/2019

Parcel 8 information

Nursery Trees

Pink Lady	1 yr.	100	NIC 29
Honey Crisp	3 yr.	818	NIC 29
	2 yr.	640	G 935
	1 yr.	1200	G 935
	2 yr.	1000	G 890
	1 yr.	3100	NIC 29
Jinda Mac	2 yr.	362	G 935
	2 yr.	137	NIC 29
Gala	2 yr.	100	G 202
	2 yr.	2500	NIC 29
	1 yr.	1150	NIC 29
Evercrisp	1 yr.	1750	NIC 29
Ambrosia	1 yr.	1250	NIC 29
Fuji	1 yr.	2100	NIC 29
Rootstock for grafting	1 yr.	2000-3000	NIC 29

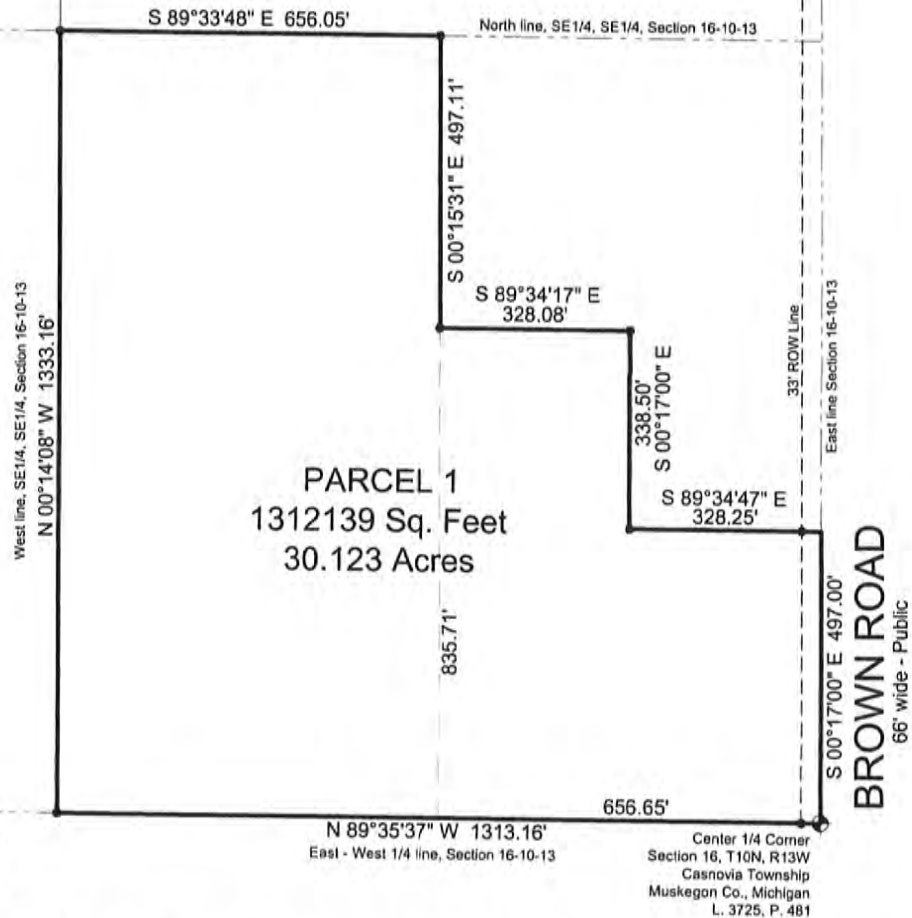
Various Rootstock
Approximate Totals

grafted 16,200
ready for grafting 2-3000

All are approximate totals

CERTIFICATE OF SURVEY

North 1/4 Corner
Section 16, T10N, R13W
Casnovia Township
Muskegon Co., Michigan
L. 3725, P. 485



Parcel 1:
Part of the Northwest 1/4 of Section 16, Town 10 North, Range 13 West, described as the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section, Casnovia Township, Muskegon County, Michigan.

ALSO:
Commencing at the center of Section 16, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan; thence North 89 degrees 35' 37" West along the East-West 1/4 line of said Section, 656.65 feet to the West line of the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 16; thence North 00 degrees 15' 41" West, along said line 835.71 feet; thence South 89 degrees 34' 17" East 328.08 feet; thence South 00 degrees 17' 00" East 338.50 feet; thence South 89 degrees 34' 47" East 328.25 feet to the North-South 1/4 line of said Section; thence South 00 degrees 17' 00" East 497.00 feet to the Point of Beginning.

I hereby certify that we have surveyed the premises herein described, that the improvements are located entirely thereon as shown, and that there are no encroachments, except as shown hereon.

This survey was made from the legal description above, the description should be compared with the abstract of title or title policy for accuracy, easements, and exceptions.



NORTH

LEGEND

- FOUND IRON STAKE
- SET IRON STAKE
- P = PLATTED DIMENSION
- R = RECORD DIMENSION
- M = MEASURED DIMENSION

Christopher J. Gower
CHRISTOPHER J. GOWER

P.S. 47951



CLIENT:
MIEDEMA ASSETT MANAGEMENT
SID MIEDEMA
601 Gordon Ind. Dr., SW
Byron Center, MI 49315

PROPERTY LOCATION:
BROWN ROAD ORCHARD LAND
CASNOVIA TOWNSHIP, MUSKEGON CO., MI.

JOB NO. 2019-172
DATE: 11/01/2019
REVISED: -
OFFICE: CJG
FIELD: JDK
SHEET: 1 of 1

7144 Childsdale Avenue, NE
Rockford, MI 49341

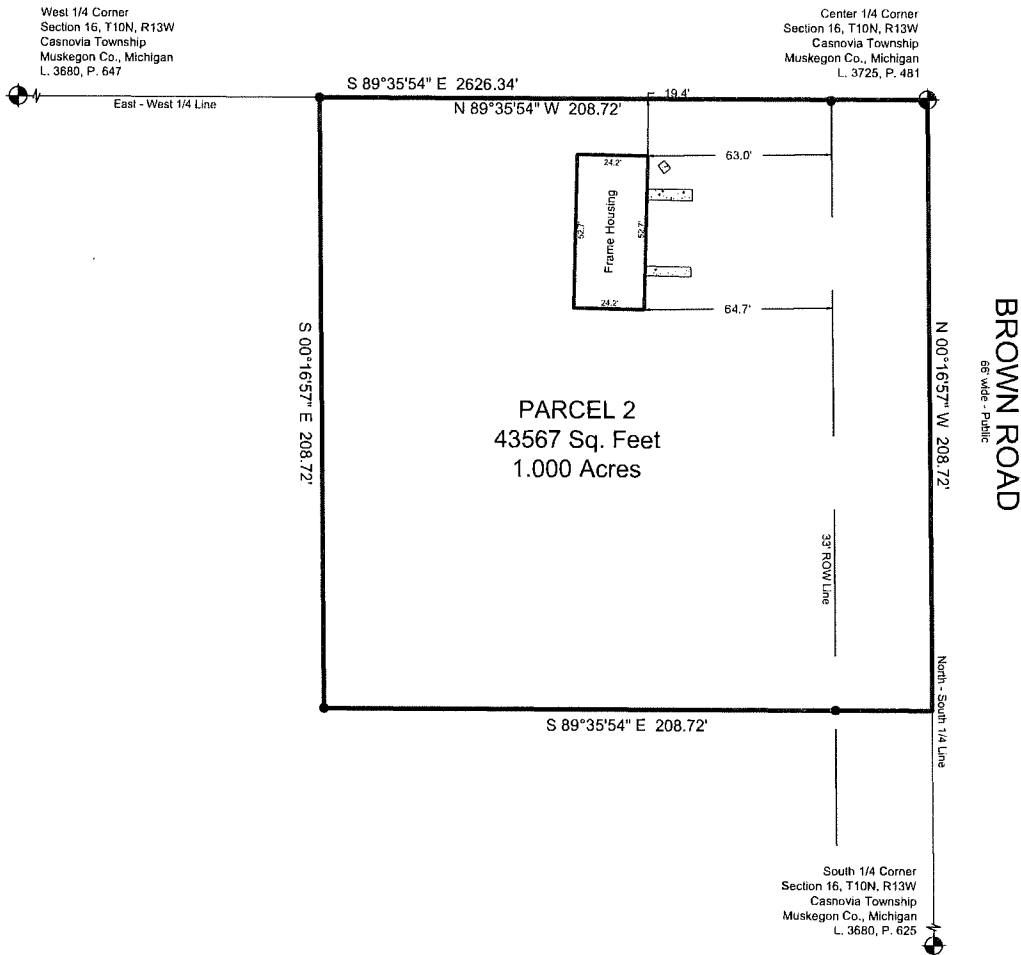
GPS
GOWER PROFESSIONAL
SURVEYING, P.C.

(616) 863-9508 VOICE
(616) 866-6483 FAX



CHRISTOPHER J. GOWER, P.S.
MICHIGAN No. 47951

CERTIFICATE OF SURVEY



Parcel 2:

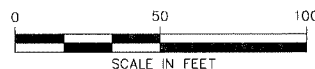
That part of the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 16, Town 10 North, Range 13 West, described as: Beginning at the center of Section 16, which is South 89 degrees 35' 54" East 2626.34 feet from the West 1/4 corner; thence North 89 degrees 35' 54" West 208.72 feet along the East and West 1/4 line; thence South 00 degrees 16' 57" East 208.72 feet; thence South 89 degrees 35' 54" East 208.72 feet to the North and South 1/4 line; thence North 00 degrees 16' 57" West 208.72 feet to the point of beginning.

I hereby certify that we have surveyed the premises herein described, that the improvements are located entirely thereon as shown, and that there are no encroachments, except as shown hereon.

This survey was made from the legal description above, the description should be compared with the abstract of title or title policy for accuracy, easements, and exceptions.



NORTH



LEGEND

- FOUND IRON STAKE
- SET IRON STAKE
- P = PLATTED DIMENSION
- R = RECORD DIMENSION
- M = MEASURED DIMENSION

Christopher J. Gower
CHRISTOPHER J. GOWER

P.S. 47951

CLIENT:
MIEDEMA ASSET MANAGEMENT
SID MIEDEMA
601 Gordon Ind. Dr., SW
Byron Center, MI 49315

PROPERTY LOCATION:
BROWN ROAD ORCHARD LAND
CASNOVIA TOWNSHIP, MUSKEGON CO., MI.

JOB NO. 2019-172
DATE: 11/01/2019
REVISED: -
OFFICE: CJG
FIELD: JDK
SHEET: 1 of 1

7144 Childsdales Avenue, NE
Rockford, MI 49341

GPS
GOWER PROFESSIONAL
SURVEYING, P.C.

(616) 863-9508 VOICE
(616) 866-6483 FAX

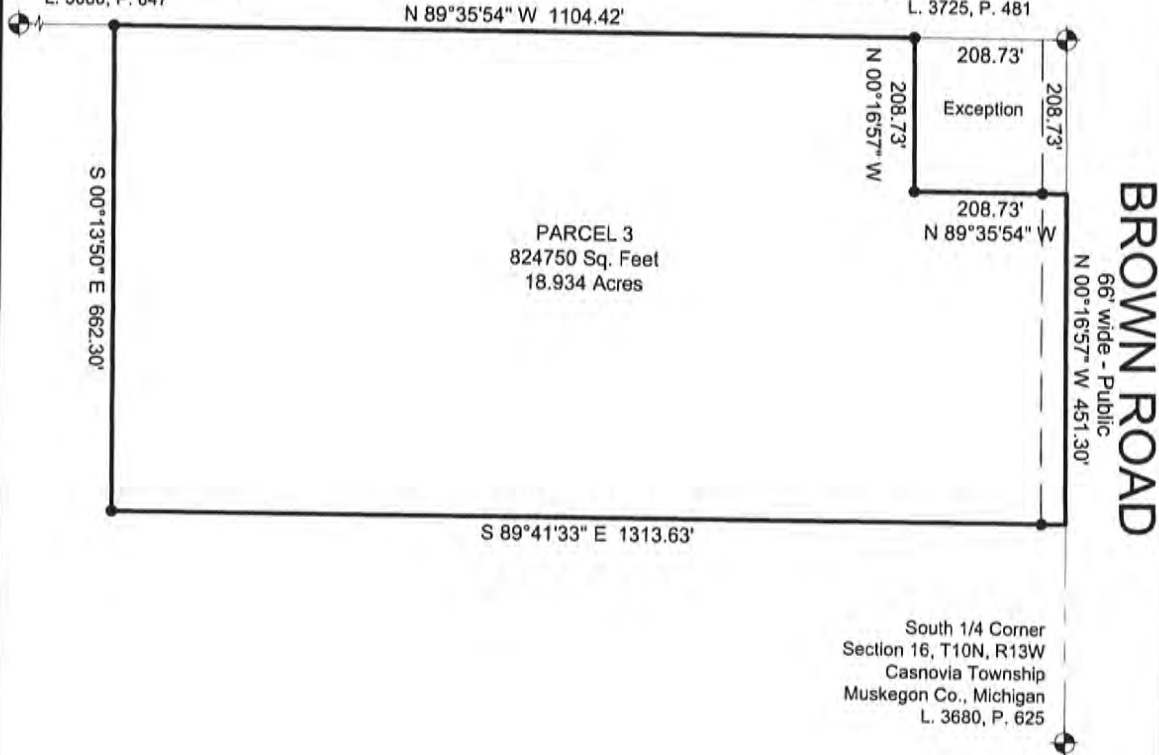


CHRISTOPHER J. GOWER, P.S.
MICHIGAN No. 47951

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

West 1/4 Corner
Section 16, T10N, R13W
Casnovia Township
Muskegon Co., Michigan
L. 3680, P. 647

Center 1/4 Corner
Section 16, T10N, R13W
Casnovia Township
Muskegon Co., Michigan
L. 3725, P. 481



Parcel 3:

The North 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 16, Town 10 North, Range 13 West, Except that part described as: That part of the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 16, Town 10 North, Range 13 West, described as: Beginning at the center of Section 16, which is South 89 degrees 35' 54" East 2626.34 feet from the West 1/4 corner; thence North 89 degrees 35' 54" West 208.72 feet along the East and West 1/4 line; thence South 00 degrees 16' 57" East 208.72 feet; thence South 89 degrees 35' 54" East 208.72 feet to the North and South 1/4 line; thence North 00 degrees 16' 57" West 208.72 feet to the point of beginning.

I hereby certify that we have surveyed the premises herein described, that the improvements are located entirely thereon as shown, and that there are no encroachments, except as shown hereon.

This survey was made from the legal description above, the description should be compared with the abstract of title or title policy for accuracy, easements, and exceptions.

Christopher J. Gower
CHRISTOPHER J. GOWER

P.S. 47951



NORTH



LEGEND

- FOUND IRON STAKE
- SET IRON STAKE
- P = PLATTED DIMENSION
- R = RECORD DIMENSION
- M = MEASURED DIMENSION

CLIENT:
MIEDEMA ASSETT MANAGEMENT
SID MIEDEMA
601 Gordon Ind. Dr., SW
Byron Center, MI 49315

PROPERTY LOCATION:

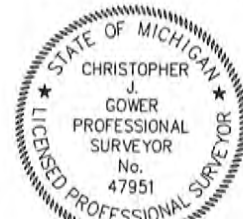
BROWN ROAD ORCHARD LAND
CASNOVIA TOWNSHIP, MUSKEGON CO., MI.

GPS

**GOWER PROFESSIONAL
SURVEYING, P.C.**

7144 Childsda Avenue, NE
Rockford, MI 49341

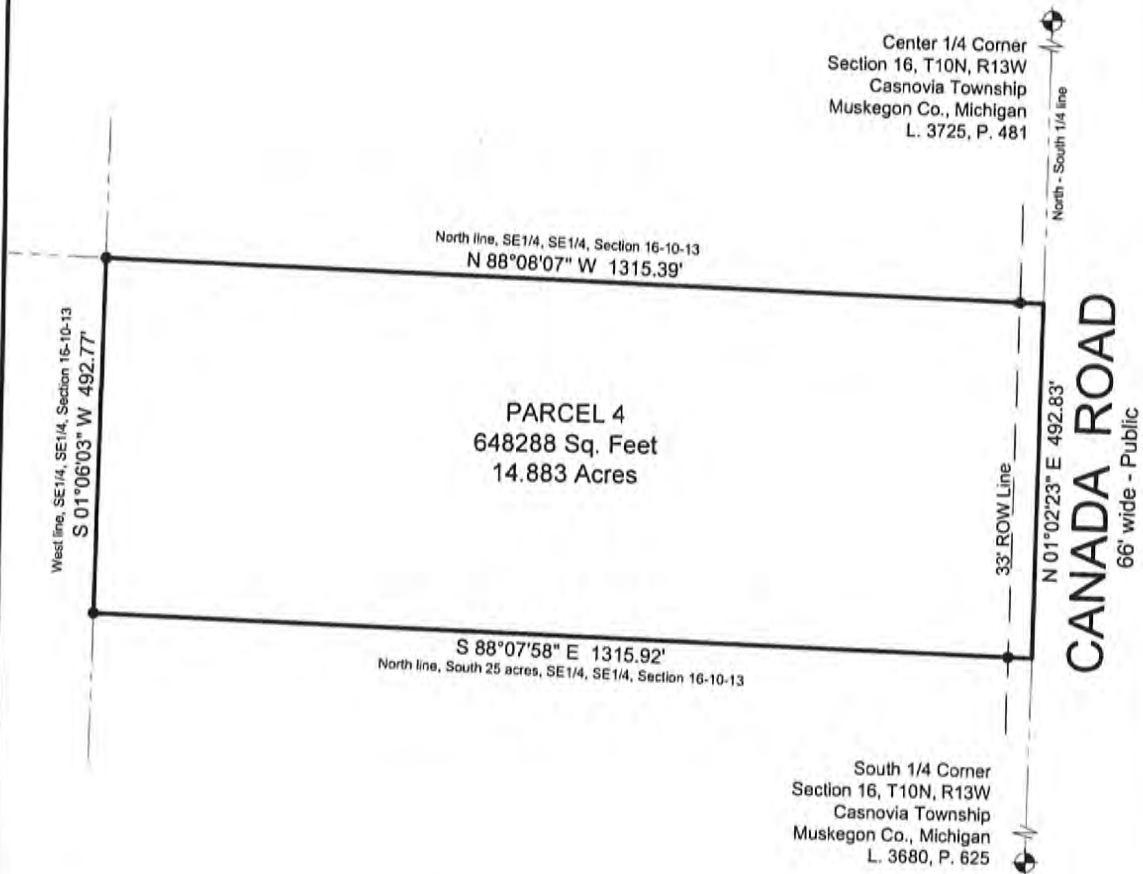
(616) 863-9508 VOICE
(616) 866-6483 FAX



CHRISTOPHER J. GOWER P.S.
MICHIGAN No. 47951

JOB NO. 2019-172
DATE: 11/01/2019
REVISED: -
OFFICE: CJG
FIELD: JDC
SHEET: 1 of 1

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



Parcel 4:

The North 3/8 of the Southeast 1/4 of the Southeast 1/4 of Section 16, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan, except that part, if any, included in the South 25 acres of the Southeast 1/4 of the Southeast 1/4 of said Section.

I hereby certify that we have surveyed the premises herein described, that the improvements are located entirely thereon as shown, and that there are no encroachments, except as shown hereon.

This survey was made from the legal description above. the description should be compared with the abstract of title or title policy for accuracy, easements, and exceptions.

Christopher J. Gower
 CHRISTOPHER J. GOWER

P.S. 47951



NORTH



LEGEND

- FOUND IRON STAKE
- SET IRON STAKE
- P = PLATTED DIMENSION
- R = RECORD DIMENSION
- M = MEASURED DIMENSION

CLIENT:
 MIEDEMA ASSETT MANAGEMENT
 SID MIEDEMA
 601 Gordon Ind. Dr., SW
 Byron Center, MI 49315

PROPERTY LOCATION:
 CANADA ROAD ORCHARD LAND
 CASNOVIA TOWNSHIP, MUSKEGON CO., MI.

JOB NO. 2019-172
 DATE: 11/01/2019
 REVISED: -
 OFFICE: CJG
 FIELD: JDK
 SHEET: 1 of 1

GPS
 GOWER PROFESSIONAL
 SURVEYING, P.C.

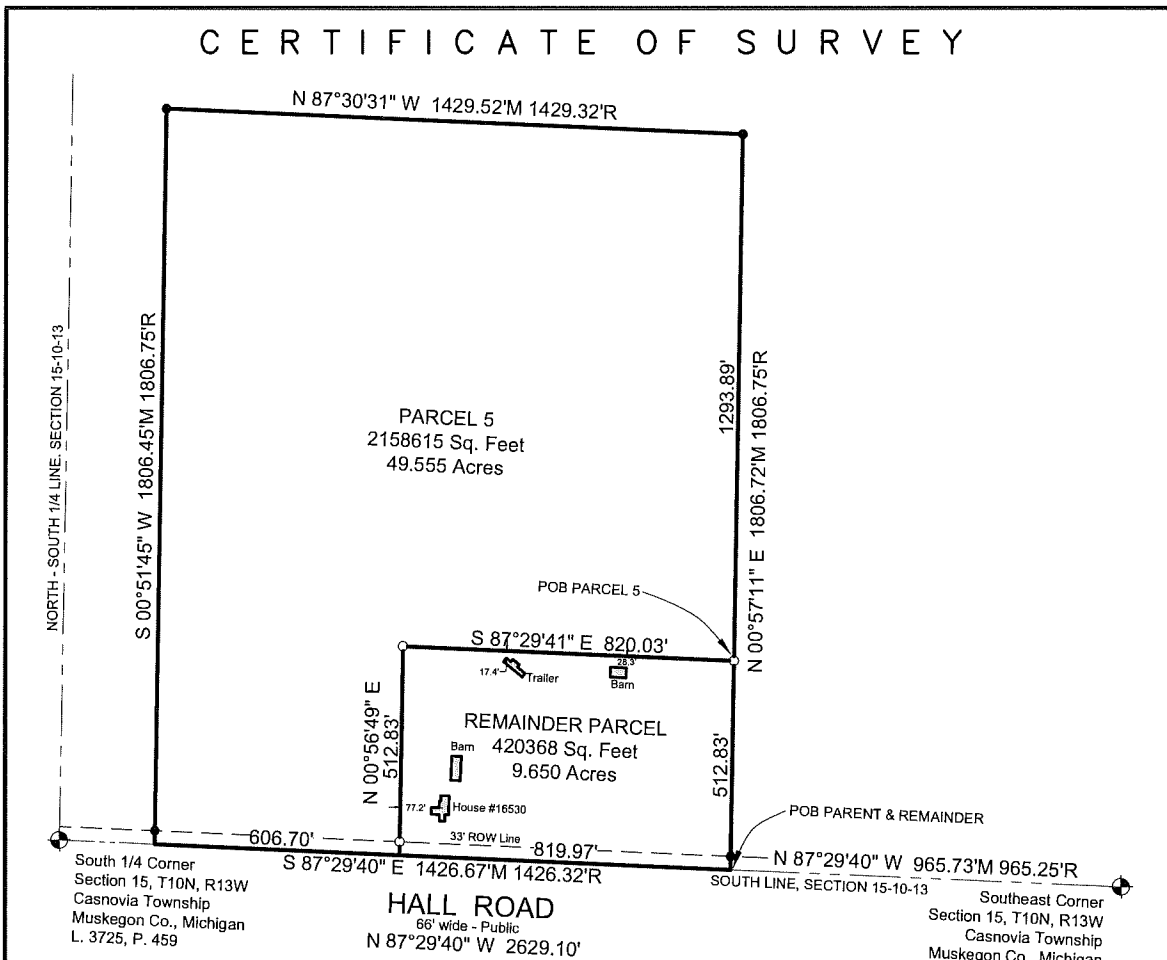
7144 Childsdaile Avenue, NE
 Rockford, MI 49341

(616) 863-9508 VOICE
 (616) 866-6483 FAX



CHRISTOPHER J. GOWER, P.S.
 MICHIGAN No. 47951

CERTIFICATE OF SURVEY



Parent Parcel:
Commencing 58.5 rods (965.25 feet) West of the Southeast corner of Section 15, Town 10 North, Range 13 West; thence running North 109.5 rods (1806.75 feet); thence West 86 and 5/8 rods (1429.32 feet); thence South 109.5 rods (1806.75 feet); thence East 86 and 5/8 rods (1429.32 feet) to the place of beginning.

Parcel 5:
That part of the Southeast 1/4 of Section 15, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan, described as: Beginning at a point N87°29'40"W, 965.73 feet (recorded as 965.25 feet) and N00°57'11"E, 512.83 feet from the Southeast corner of said Section 15; thence continuing N00°57'11"E, 1293.89 feet; thence N87°30'31"W, 1429.52 feet (recorded as 1429.32 feet); thence S00°51'45"W, 1806.45 feet (recorded as 1806.75 feet); thence S87°29'40"E, 606.70 feet along the South line of said Section 15; thence N00°56'49"E, 512.83 feet; thence S87°29'41"E, 820.03 feet to the Point of Beginning.

Remainder Parcel:
That part of the Southeast 1/4 of Section 15, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan, described as: Beginning at a point on the South line of said Section 15 being N87°29'40"W, 965.73 feet (recorded as 965.25 feet) from the Southeast corner of said Section 15; thence continuing N87°29'40"W, 819.97 feet along said South section line; thence N00°56'49"E, 512.83 feet; thence S87°29'41"E, 820.03 feet; thence S00°57'11"W, 512.83 feet to the South line of said Section 15 and the Point of Beginning.

I hereby certify that we have surveyed the premises herein described, that the improvements are located entirely thereon as shown, and that there are no encroachments, except as shown hereon.

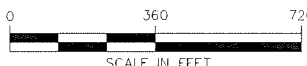
This survey was made from the legal description above, the description should be compared with the abstract of title or title policy for accuracy, easements, and exceptions.

Christopher J. Gower
CHRISTOPHER J. GOWER

P.S. 47951



NORTH



LEGEND

- FOUND IRON STAKE
- SET IRON STAKE
- P = PLATTED DIMENSION
- R = RECORD DIMENSION
- M = MEASURED DIMENSION

CLIENT:
MIEDEMA ASSET MANAGEMENT
SID MIEDEMA
601 Gordon Ind. Dr., SW
Byron Center, MI 49315

PROPERTY LOCATION:

16530 HALL ROAD
CASNOVIA TOWNSHIP, MUSKEGON CO., MI.

JOB NO. 2019-172
DATE: 11/01/2019
REVISED: 11/11/2019
OFFICE: CJG
FIELD: JDK
SHEET: 1 of 1

GPS
GOWER PROFESSIONAL
SURVEYING, P.C.

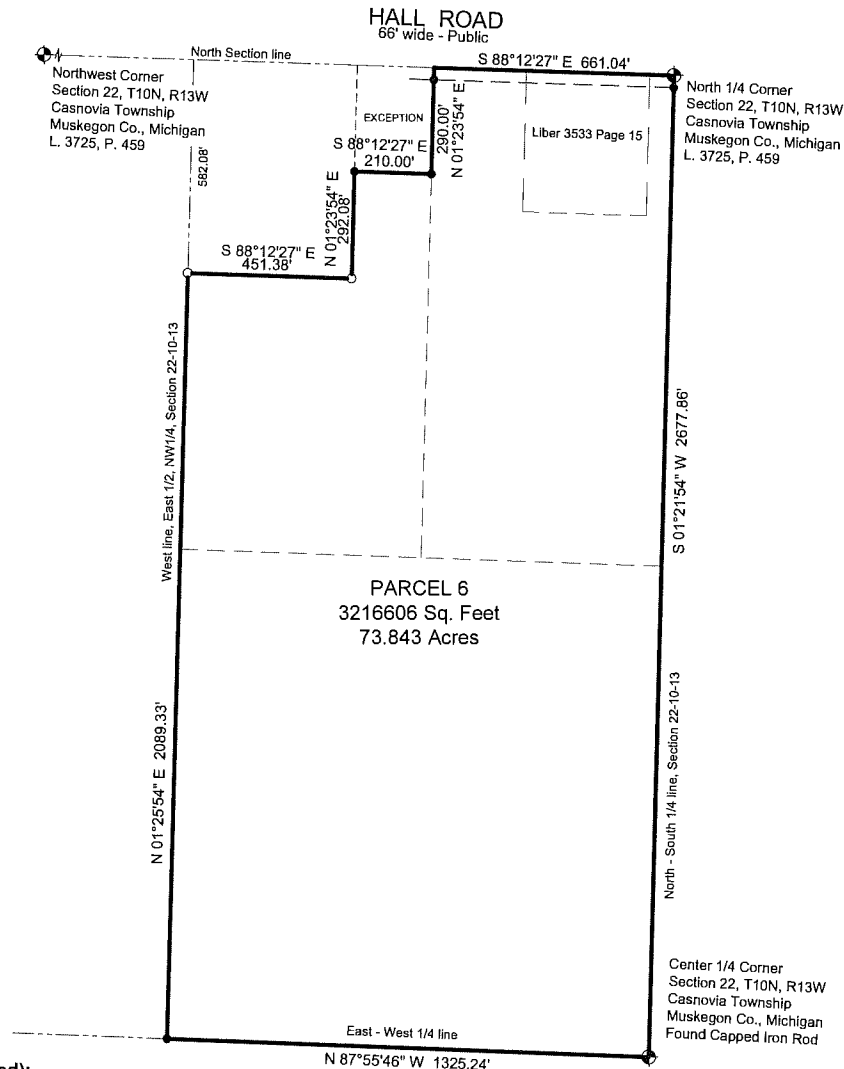
7144 Childsda Avenue, NE
Rockford, MI 49341

(616) 863-9508 VOICE
(616) 866-6483 FAX



CHRISTOPHER J. GOWER, P.S.
MICHIGAN No. 47951

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



Parcel 6 (Furnished):

The West 340.00 feet of the East 406.00 feet of the North 385.00 feet of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 22, Town 10 North, Range 13 West. ALSO: The West 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 22, Town 10 North, Range 13 West, Except that part described as: Commencing at the Northeast corner; thence South 290 feet; thence West 210 feet; thence North 290 feet; thence East 210 feet to the point of beginning. ALSO: The East 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 22, Town 10 North, Range 13 West, Except the West 340.00 feet of the East 406.00 feet of the North 385.00 feet thereof. ALSO: The Southeast 1/4 of the Northwest 1/4 of Section 22, Town 10 North, Range 13 West.

Parcel 6:

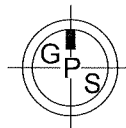
That part of the East 1/2 of the Northwest 1/4 of Section 22, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan, described as: Beginning at the North 1/4 corner of said Section 22; thence S01°21'54"W, 2677.86 feet along the North and South 1/4 line of said section; thence N87°55'46"W, 1325.24 feet along the East and West 1/4 line of said section; thence N01°25'54"E, 2089.33 feet along the West line of said East 1/2 of the Northwest 1/4; thence S88°12'27"E, 451.38 feet, thence N01°23'54"E, 292.08 feet; thence S88°12'27"E, 210.00 feet; thence N01°23'54"E, 290.00 feet to the North line of said Section 22; thence S88°12'27"E, 661.04 feet along said North line to the Point of Beginning.

I hereby certify that we have surveyed the premises herein described, that the improvements are located entirely thereon as shown, and that there are no encroachments, except as shown hereon.

This survey was made from the legal description above. the description should be compared with the abstract of title or title policy for accuracy, easements, and exceptions.

Christopher J. Gower
CHRISTOPHER J. GOWER

P.S. 47951



NORTH



LEGEND

- FOUND IRON STAKE
- SET IRON STAKE
- P = PLATTED DIMENSION
- R = RECORD DIMENSION
- M = MEASURED DIMENSION

CLIENT:
MIEDEMA ASSET MANAGEMENT
SID MIEDEMA
601 Gordon Ind. Dr., SW
Byron Center, MI 49315

PROPERTY LOCATION:

HALL ROAD PARCEL
CASNOVIA TOWNSHIP, MUSKEGON CO., MI.

GPS

**GOWER PROFESSIONAL
SURVEYING, P.C.**

7144 Childsdales Avenue, NE
Rockford, MI 49341

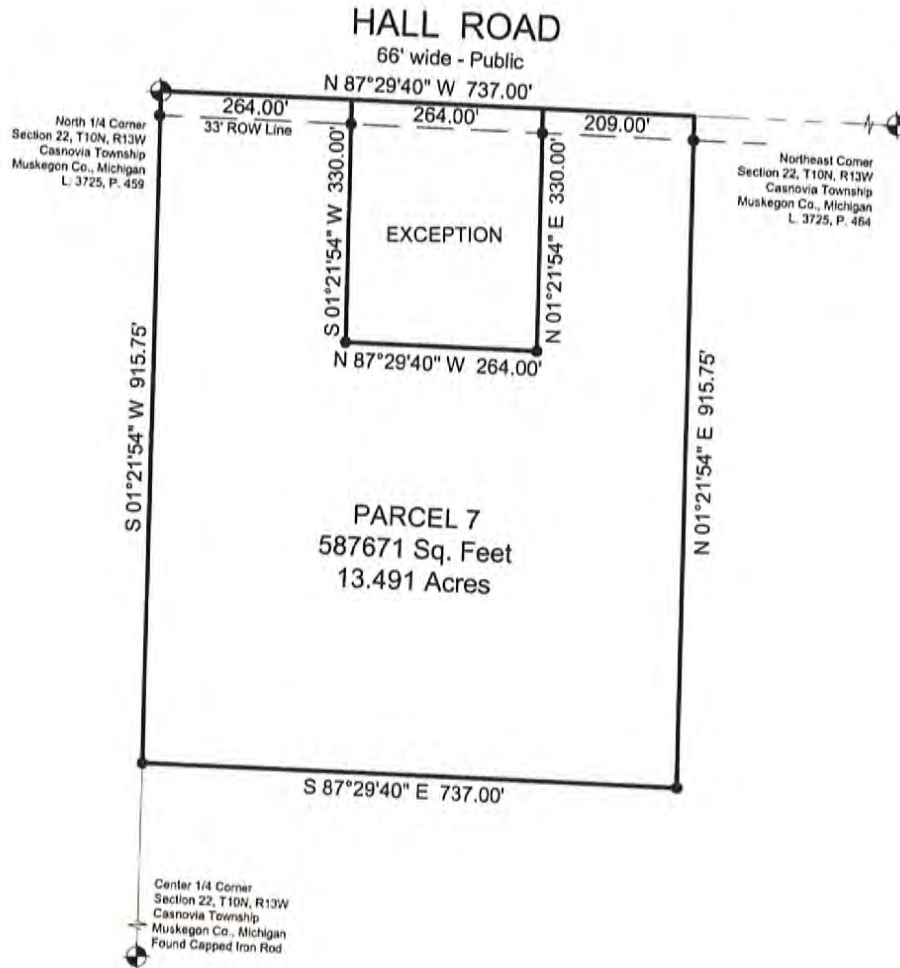
(616) 863-9508 VOICE
(616) 866-6483 FAX



CHRISTOPHER J. GOWER, P.S.
MICHIGAN No. 47951

JOB NO.	2019-172
DATE:	11/01/2019
REVISED:	11/11/2019
OFFICE:	CJG
FIELD:	JDK
SHEET:	1 of 1

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



Parcel 7:

A piece of land bounded by a line commencing at the Northwest corner of the Northeast 1/4 of Section 22, Town 10 North, Range 13 West; running thence South 55.5 rods; thence East 44 and 2/3 rods; thence North 55.5 rods; thence West 44 and 2/3 rods to the place of beginning. Except beginning 16 rods East of the Northwest corner of the above-described Northeast 1/4 of Section 22, for point of beginning; running thence South 20 rods; thence East 16 rods; thence North 20 rods; thence West 16 rods to the point of beginning.

I hereby certify that we have surveyed the premises herein described, that the improvements are located entirely thereon as shown, and that there are no encroachments, except as shown hereon.

This survey was made from the legal description above, the description should be compared with the abstract of title or title policy for accuracy, easements, and exceptions.

Christopher J. Gower
CHRISTOPHER J. GOWER

P.S. 47951



NORTH



LEGEND

- FOUND IRON STAKE
- SET IRON STAKE
- P = PLATTED DIMENSION
- R = RECORD DIMENSION
- M = MEASURED DIMENSION

CLIENT:
MIEDEMA ASSET MANAGEMENT
SID MIEDEMA
601 Gordon Ind. Dr., SW
Byron Center, MI 49315

PROPERTY LOCATION:

HALL ROAD PARCEL
CASNOVIA TOWNSHIP, MUSKEGON CO., MI.

GPS

**GOWER PROFESSIONAL
SURVEYING, P.C.**

7144 Childsda Avenue, NE
Rockford, MI 49341

(616) 863-9508 VOICE
(616) 866-6483 FAX



CHRISTOPHER J. GOWER, P.S.
MICHIGAN No. 47951

JOB NO.	2019-172
DATE:	11/01/2019
REVISED:	-
OFFICE:	CJG
FIELD:	JDK
SHEET:	1 of 1

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



Parcel 8:

That part of the Northwest 1/4 of Section 22, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan, described as: Beginning at a point on the North line of said Section 22, N88°12'27"W, 871.04 feet from the North 1/4 corner of said section; thence continuing N87°12'27"W, 451.04 feet; thence S01°25'54"W, 582.08 feet; thence S88°12'27"E, 451.38 feet; thence N01°23'54"E, 582.08 feet to said North section line and the Point of Beginning.

I hereby certify that we have surveyed the premises herein described, that the improvements are located entirely thereon as shown, and that there are no encroachments, except as shown hereon.

This survey was made from the legal description above, the description should be compared with the abstract of title or title policy for accuracy, easements, and exceptions.

Christopher J. Gower
CHRISTOPHER J. GOWER

P.S. 47951



NORTH



LEGEND

- FOUND IRON STAKE
- SET IRON STAKE
- P = PLATTED DIMENSION
- R = RECORD DIMENSION
- M = MEASURED DIMENSION

CLIENT:
MIEDEMA ASSET MANAGEMENT
SID MIEDEMA
601 Gordon Ind. Dr., SW
Byron Center, MI 49315

PROPERTY LOCATION:

HALL ROAD PARCEL
CASNOVIA TOWNSHIP, MUSKEGON CO., MI.

GPS

**GOWER PROFESSIONAL
SURVEYING, P.C.**

7144 Childsdales Avenue, NE
Rockford, MI 49341

(616) 863-9508 VOICE
(616) 866-6483 FAX



CHRISTOPHER J. GOWER, P.S.
MICHIGAN No. 47951

JOB NO.	2019-172
DATE:	11/01/2019
REVISED:	-
OFFICE:	CJG
FIELD:	JDK
SHEET:	1 of 1



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.

S. Meed - Mirdene Buchner Oct 15-2019
 Licensee Date Licensee Date

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

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

X [Signature] 11-8-19
 Potential ☒ Buyer ☐ Seller (check one) Date Potential ☐ Buyer ☐ Seller (check one) Date

BUY/SELL AGREEMENT

THIS BUY/SELL AGREEMENT ("Agreement") made this 19th day of December, 2019, by and between (i) Leslie L. Bull and Lynette K. Bull, as Trustees of the Leslie L. Bull Living Trust, u/a/d January 14, 2003 and/or Bull Farm Housing L.L.C, 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 February 3, 2020. 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 9/11/2019, and agrees to accept the same, without objection or exception by the Buyer other than the release of any encumbrances identified therein at Closing, as evidencing marketable title. For clarity, the obligation of the Buyer to purchase the Property hereunder is firm and shall not be subject to any contingency, including (a) the ability of Buyer to obtain financing or (b) any due diligence.
3. Possession will be given to Buyer at Closing.
4. **Acceptance of Premises.** Buyer acknowledges that Buyer has made Buyer's own independent investigation with respect to the Property and its condition, including but

not limited to zoning, governmental permits/approvals, and/or any environmental conditions and agrees to accept the Property in its present condition. The Property is being sold to the Buyer "AS IS, WHERE IS" with no warranties of any type, expressed or implied. Without limiting the foregoing, the Buyer acknowledges and agrees that the Seller and the auction company make no representation or warranty as to the condition of the Property, including building improvements and fixtures, mechanical systems, well and septic systems, or environmental conditions, and the Seller and the auction company assume no responsibility as to compliance of the Property with any laws or regulations, federal, state or local.

5. All improvements and appurtenances on the Property as of the date hereof are included in the sale. Exceptions: _____.
6. All Property improvements are sold "AS IS" with no warranties of any type, expressed or implied. Any repairs or improvements which must be made are the responsibility of the Buyer. Buyer represents and warrants to Seller that Buyer has had the opportunity to inspect the entire Property, including, but not limited to, structural, plumbing, heating, electrical and mechanical components of the Property, to Buyer's satisfaction and, Buyer agrees to accept the Property in its present "AS IS" condition, with no warranties concerning its condition or permitted use. Buyer acknowledges that the Property may require repairs, maintenance or refurbishing. Buyer acknowledges that Buyer has had the opportunity to investigate the zoning classification of the Property and any other matters of interest pertinent to the Property, including, without limitation, its environmental condition and history.
7. Buyer acknowledges having received a copy of and having had the opportunity to review the Disclosure Regarding Real Estate Agency Relationships, see attached Exhibit B.
8. For Parcel 6 and 8, Buyer will honor all conditions and restrictions contained in the Farmland Development Rights Agreement (PA 116) and Buyer will assume responsibilities for all payback and/or penalty provisions, if any, provided by law. Since the Farmland Development Rights Agreement expires on December 31, 2019, Seller funds will be placed in escrow for the purpose of paying off the lien amount once it is determined.
9. Seller will pay the lien amount at Closing to remove the Farmland Development Rights Agreement (PA 116) on Parcels 5, 6, 7, and 8.
10. Real property taxes and assessments which are payable on the Property on or before the date hereof [including the 2019 Winter Taxes] 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 Five Hundred Seventy Five and no/100 Dollars (\$575.00) per parcel purchased.
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 Muskegon 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 – all available land divisions	Parcel 2 – all available land divisions
Parcel 3 – all available land divisions	Parcel 4 – all available land divisions
Parcel 5 – five (5) land divisions	Parcel 6 – six (6) land divisions
Parcel 7 – all available land divisions	Parcel 8 – one (1) land division

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 there may be oil and gas leases in effect that Buyer will need to assume.
16. Parcels 1, 2, 3, 4, 5, 6, 7, and 8 sell subject to a land lease/wind easement which Buyer will need to assume. Buyer will be entitled to income generated, if any, and also will need to abide by the terms of this lease/agreement.
17. Seller reserves the right to convert this transaction to an exchange pursuant to Internal Revenue Code section 1031. Buyer agrees to cooperate with Seller and shall execute an Assignment Agreement and any other documents reasonably requested by Seller at no additional cost or liability to Buyer.
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. Sale is contingent upon Seller obtaining secured creditor approval.
22. Time is of the essence regarding this Agreement.
23. Seller agrees to pay the auctioneer commission and expenses as stated in the Employment Agreement dated September 23, 2019, between the auction company and Seller.
24. 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.
25. 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
FIDELITY NATIONAL TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

LEGAL DESCRIPTION RIDER

Situated in the _____ of _____, County of Muskegon, State of Michigan

Parcel 1:

Part of the Northwest 1/4 of Section 16, Town 10 North, Range 13 West, described as the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section, Casnovia Township, Muskegon County, Michigan.

ALSO:

Commencing at the center of Section 16, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan; thence North 89 degrees 35' 37" West along the East-West 1/4 line of said Section, 656.65 feet to the West line of the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 16; thence North 00 degrees 15' 41" West, along said line 835.71 feet; thence South 89 degrees 34' 17" East 328.08 feet; thence South 00 degrees 17' 00" East 338.50 feet; thence South 89 degrees 34' 47" East 328.25 feet to the North-South 1/4 line of said Section; thence South 00 degrees 17' 00" East 497.00 feet to the Point of Beginning.

Parcel 2:

That part of the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 16, Town 10 North, Range 13 West, described as: Beginning at the center of Section 16, which is South 89 degrees 35' 54" East 2626.34 feet from the West 1/4 corner; thence North 89 degrees 35' 54" West 208.72 feet along the East and West 1/4 line; thence South 00 degrees 16' 57" East 208.72 feet; thence South 89 degrees 35' 54" East 208.72 feet to the North and South 1/4 line; thence North 00 degrees 16' 57" West 208.72 feet to the point of beginning.

Parcel 3:

The North 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 16, Town 10 North, Range 13 West, Except that part described as: That part of the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 16, Town 10 North, Range 13 West, described as: Beginning at the center of Section 16, which is South 89 degrees 35' 54" East 2626.34 feet from the West 1/4 corner; thence North 89 degrees 35' 54" West 208.72 feet along the East and West 1/4 line; thence South 00 degrees 16' 57" East 208.72 feet; thence South 89 degrees 35' 54" East 208.72 feet to the North and South 1/4 line; thence North 00 degrees 16' 57" West 208.72 feet to the point of beginning.

Parcel 4:

The North 3/8 of the Southeast 1/4 of the Southeast 1/4 of Section 16, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan, except that part, if any, included in the South 25 acres of the Southeast 1/4 of the Southeast 1/4 of said Section.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: **GRC-137539**

ALTA Commitment For Title Insurance 8-1-16



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

Parcel 5:

That part of the Southeast 1/4 of Section 15, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan, described as: Beginning at a point North 87 degrees 29' 40" West 965.73 feet (recorded as 965.25 feet) and North 00 degrees 57' 11" East 512.83 feet from the Southeast corner of said Section 15; thence continuing North 00 degrees 57' 11" East 1293.89 feet; thence North 87 degrees 30' 31" West 1429.52 feet (recorded as 1429.32 feet); thence South 00 degrees 51' 45" West 1806.45 feet (recorded as 1806.75 feet); thence South 87 degrees 29' 40" East 606.70 feet along the South line of said Section 15; thence North 00 degrees 56' 49" East 512.83 feet; thence South 87 degrees 29' 41" East 820.03 feet to the Point of Beginning.

Parcel 6:

Part of the East 1/2 of the Northwest 1/4 of Section 22, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan, described as: Beginning at the North 1/4 corner of said Section 22; thence South 01 degrees 21' 54" West 2677.86 feet along the North and South 1/4 line of said section; thence North 87 degrees 55' 46" West 1325.24 feet along the East and West 1/4 line of said section; thence North 01 degrees 25' 54" East 2089.33 feet along the West line of said East 1/2 of the Northwest 1/4; thence South 88 degrees 12' 27" East 451.38 feet; thence North 01 degrees 23' 54" East 292.08 feet; thence South 88 degrees 12' 27" East 210.00 feet; thence North 01 degrees 23' 54" East 290.00 feet to the North line of said Section 22; thence South 88 degrees 12' 27" East 661.04 feet along said North line to the Point of Beginning.

Parcel 7:

A piece of land bounded by a line commencing at the Northwest corner of the Northeast 1/4 of Section 22, Town 10 North, Range 13 West; running thence South 55.5 rods; thence East 44 and 2/3 rods; thence North 55.5 rods; thence West 44 and 2/3 rods to the place of beginning. Except beginning 16 rods East of the Northwest corner of the above-described Northeast 1/4 of Section 22, for point of beginning; running thence South 20 rods; thence East 16 rods; thence North 20 rods; thence West 16 rods to the point of beginning.

Parcel 8:

That part of the Northwest 1/4 of Section 22, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan, described as: Beginning at a point on the North line of said Section 22, North 88 degrees 12' 27" West 871.04 feet from the North 1/4 corner of said section; thence continuing North 87 degrees 12' 27" West 451.04 feet; thence South 01 degrees 25' 54" West 582.08 feet; thence South 88 degrees 12' 27" East 451.38 feet; thence North 01 degrees 23' 54" East 582.08 feet to said North section line and the Point of Beginning.

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: **GRC-137539**

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

ISSUED BY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

Requirements

File No. GRC-137539

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. **Submit "Affidavit by Owner". Additional requirements may be made or exceptions taken for matters disclosed therein.**
 - B. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved. Additional requirements will be added, or exceptions taken, when the names of the Proposed Insured(s) have been determined and the Commitment is updated. The following requirements are listed only as reference based on the current status of Fee Simple title and the exceptions listed on Schedule B-Part II as of the effective date of this Commitment.**
 - C. **NOTE: The legal description in Schedule A is a different legal description than the tax rolls. This change is the result of a land split/division. In order for the Company to close the contemplated transaction, an unconditional land split/division approval from the appropriate governmental entity must be furnished. (61-13-015-400-0002-00 as to Parcel 5 being split into 2 parcels, of which we are insuring 1 of them)**
 - D. **NOTE: The legal description in Schedule A is a different legal description than the tax rolls. This change is the result of a land split/division. In order for the Company to close the contemplated transaction, an unconditional land split/division approval from the appropriate governmental entity must be furnished. (allowing parcel 8 to be split out of 61-13-022-100-003-10; and allowing the remainder of 003-10 (parcel 6) to be combined with 61-13-022-100-0004-00, 61-13-022-100-0004-10, and 61-13-022-100-0006-00)**
 - E. **Record a Release of the Farmland and Open Space Development Rights Lien excepted on Schedule B - Section II.**
 - F. **Discharge(s) of the mortgage(s) and UCC Financing Statements 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.)**

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: **GRC-137539**

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 \$187.41 are PAID.
2019 Summer Taxes in the amount of \$333.38 are DEFERRED.

Property Address: V/L Canada Rd, Casnovia Twp, MI ,
Tax Parcel Number: 61-13-016-100-0003-10 (pt of parcel 1)
2019 State Equalized Value: \$45,900.00 Taxable Value: \$15,051.00
Principal Residence Exemption: 100% School District: Kent Community

Special Assessments: NONE

2018 Winter Taxes in the amount of \$380.38 are PAID.
2019 Summer Taxes in the amount of \$557.41 are DEFERRED.

Tax Parcel Number: 61-13-016-100-0003-20 (pt of parcel 1)
2019 State Equalized Value: \$22,800.00 Taxable Value: \$17,843.00
Principal Residence Exemption: 0% School District: Kent Community
Assessed Address: Brown Rd

Special Assessments: NONE

2018 Winter Taxes in the amount of \$455.10 are PAID.
2019 Summer Taxes in the amount of \$666.92 are DEFERRED.

Tax Parcel Number: 61-13-016-300-0002-10 (parcel 2)
2019 State Equalized Value: \$32,500.00 Taxable Value: \$21,348.00
Principal Residence Exemption: 0% School District: Kent Community
Assessed Address: Brown Rd

Special Assessments: NONE

2018 Winter Taxes in the amount of \$338.14 are PAID.
2019 Summer Taxes in the amount of \$495.52 are DEFERRED.
Tax Parcel Number: 61-13-016-300-0002-00 (parcel 3)
2019 State Equalized Value: \$45,800.00 Taxable Value: \$15,862.00
Principal Residence Exemption: 0% School District: Kent Community
Assessed Address: Brown Rd

Special Assessments: NONE

2018 Winter Taxes in the amount of \$304.55 are PAID.
2019 Summer Taxes in the amount of \$104.97 are DEFERRED.
Tax Parcel Number: 61-13-016-400-0004-00 (parcel 4)
2019 State Equalized Value: \$37,300.00 Taxable Value: \$8,885.00
Principal Residence Exemption: 0% School District: Grant
Assessed Address: Canada Rd

Special Assessments: NONE

2018 Winter Taxes in the amount of \$2,020.00 are PAID.
2019 Summer Taxes in the amount of \$1,444.20 are DEFERRED.
Tax Parcel Number: 61-13-015-400-0002-00 (parcel 5 and add'l land)
2019 State Equalized Value: \$195,700.00 Taxable Value: \$122,232.00
Principal Residence Exemption: 100% School District: Grant
Assessed Address: 16530 Hall Rd

Special Assessments: NONE

2018 Winter Taxes in the amount of \$311.23 are PAID.
2019 Summer Taxes in the amount of \$222.50 are DEFERRED.

Tax Parcel Number: 61-13-022-100-0004-10 (pt of parcel 6)
2019 State Equalized Value: \$28,400.00 Taxable Value: \$18,832.00
Principal Residence Exemption: 100% School District: Grant
Assessed Address: 16341 Hall Rd

Special Assessments: NONE

2018 Winter Taxes in the amount of \$132.63 are PAID.
2019 Summer Taxes in the amount of \$242.91 are DEFERRED.
Tax Parcel Number: 61-13-022-100-0003-10 (parcel 8 & pt of parcel 6)
2019 State Equalized Value: \$43,100.00 Taxable Value: \$10,650.00
Principal Residence Exemption: 100% School District: Kent Community
Assessed Address: Hall Rd

Special Assessments: NONE

2018 Winter Taxes in the amount of \$195.63 are PAID.
2019 Summer Taxes in the amount of \$142.64 are DUE, if paid by October 31, 2019.
Tax Parcel Number: 61-13-022-100-0004-00 (pt of parcel 6)
2019 State Equalized Value: \$38,300.00 Taxable Value: \$11,839.00
Principal Residence Exemption: 100% School District: Grant
Assessed Address: Hall Rd

Special Assessments: NONE

2018 Winter Taxes in the amount of \$394.43 are PAID.
2019 Summer Taxes in the amount of \$287.57 are DUE, if paid by October 31, 2019.
Tax Parcel Number: 61-13-022-100-0006-00 (pt of parcel 6)
2019 State Equalized Value: \$73,000.00 Taxable Value: \$23,867.00
Principal Residence Exemption: 100% School District: Grant
Assessed Address: Hall Rd

Special Assessments: NONE

2018 Winter Taxes in the amount of \$156.02 are PAID.
2019 Summer Taxes in the amount of \$113.76 are DUE, if paid by October 31, 2019.
Tax Parcel Number: 61-13-022-200-0001-00 (parcel 7)
2019 State Equalized Value: \$33,600.00 Taxable Value: \$9,442.00
Principal Residence Exemption: 100% School District: Grant
Assessed Address: Hall Rd

Special Assessments: NONE

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

ISSUED BY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

Exceptions

File No.: GRC-137539

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 that become a lien against the property after date of closing. The company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B.
8. Taxes and assessments that become a lien against the property after date of closing. The company assumes no liability for tax increases occasioned by retroactive revaluation or changes in the land usage for the insured premises.
9. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
10. Mortgage executed by Leslie L. Bull and Linda L. Bull, husband and wife to Farmers Home Administration, in the amount of \$40,500.00, dated July 11, 1990 and recorded July 11, 1990 in Liber 1527, Page 304. (Parcel 2)

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: **GRC-137539**

ALTA Commitment For Title Insurance 8-1-16



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

ISSUED BY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

BestHOMES
TITLE AGENCY, LLC

11. Mortgage executed by the Leslie L. Bull Living Trust by and through Leslie L. Bull, Trustee of the Leslie L. Bull Living Trust u/a/d January 14, 2003 and Lynnette K. Bull, Trustee of the Leslie L. Bull Living Trust u/a/d January 14, 2003, to American Farm Mortgage Company, Inc., in the amount of \$1,065,000.00, dated August 11, 2011 and recorded August 29, 2011 in Liber 3888, Page 845. (Parcel 1, 3, 4, 5, 6, 7, 8)
12. Mortgage executed by Leslie L. Bull and Lynnette K. Bull, as Trustees of the Leslie Bull Living Trust to American Farm Mortgage Company, Inc., in the amount of \$150,000.00, dated December 10, 2015 and recorded December 16, 2015 in Liber 4073, Page 110. (Parcel 1, 3, 4, 5, 6, 7, 8)
13. UCC Financing Statement between Leslie L. Bull and Lynnette K. Bull, Trustees of the Leslie L. Bull Living Trust u/a/d January 14, 2003 and American Farm Mortgage Company, Inc., recorded September 2, 2011 in Liber 3889, Page 240, as Continued in Liber 4085, Page 702. (Parcel 1, 3, 4, 5, 6, 7, 8)
14. Farmland and Open Space Development Rights Lien as to Agreement #61-20844-123117 in the amount of \$27,276.00, recorded August 26, 2019 in Liber 4198, Page 165. (Parcels 5, 6, 7)
15. Farmland Development Rights Agreement between Leslie Bull and the State of Michigan, recorded February 1, 2013 in Liber 3937, Page 714. (Parcel 6 and 8)
16. Memorandum of Land Lease between Leslie L. Bull and Lynnette K. Bull, as Trustees of the Leslie L. Bull Living Trust, u/a/d January 14, 2003 and SGS Development, LLC for the Kenowa Ridge Wind Project, recorded November 6, 2017 in Liber 4138, Page 275, and the terms, provisions and conditions contained therein. (Parcel 1, 3, 4, 5, 6, 7, 8)
17. Oil and Gas Lease between Leslie L. Bull and Lynnette K. Bull, Trustees of the Leslie L. Bull Living Trust u/a/d January 14, 2003 and Western Land Services, Inc., dated March 20, 2012 and recorded April 16, 2012 in Liber 3911, Page 225, as Assigned to Rosetta Resources Operating LP in Liber 3924, Page 803. Also, Assignment of Overriding Royalty Interest from Rosetta Resources to Peace River Oil and Gas, LLC in Liber 3936, Page 927. (Parcel 1, 3, 4, 5, 6, 7, 8)
18. Oil and Gas Lease between Ernest E. Bull and Mae M. Bull, husband and wife and Coaleum Corporation, recorded in Liber 1434, Page 571. (Parcels 5, 6, 7, 8)
19. Oil and Gas Lease between Ernest E. Bull and Mae Bull, husband and wife and Amoco Production Company, recorded in Liber 958, Page 843. (Parcels 5, 6, 7, 8)
20. Right of Way to Michigan Bell Telephone Company recorded in Liber 1076, Page 360. (Parcel 1)
21. Right of Way to Michigan Bell Telephone Company recorded in Liber 1076, Page 359. (Parcels 2 and 3)
22. Easement to Michigan Bell Telephone Company recorded in Liber 1501, Page 142. (Parcel 4)
23. Right of Way to Michigan Bell Telephone Company recorded in Liber 1076, Page 383. (Parcel 6)

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: **GRC-137539**

ALTA Commitment For Title Insurance 8-1-16



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

ISSUED BY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

24. 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.

PRELIMINARY

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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: **GRC-137539**

ALTA Commitment For Title Insurance 8-1-16

