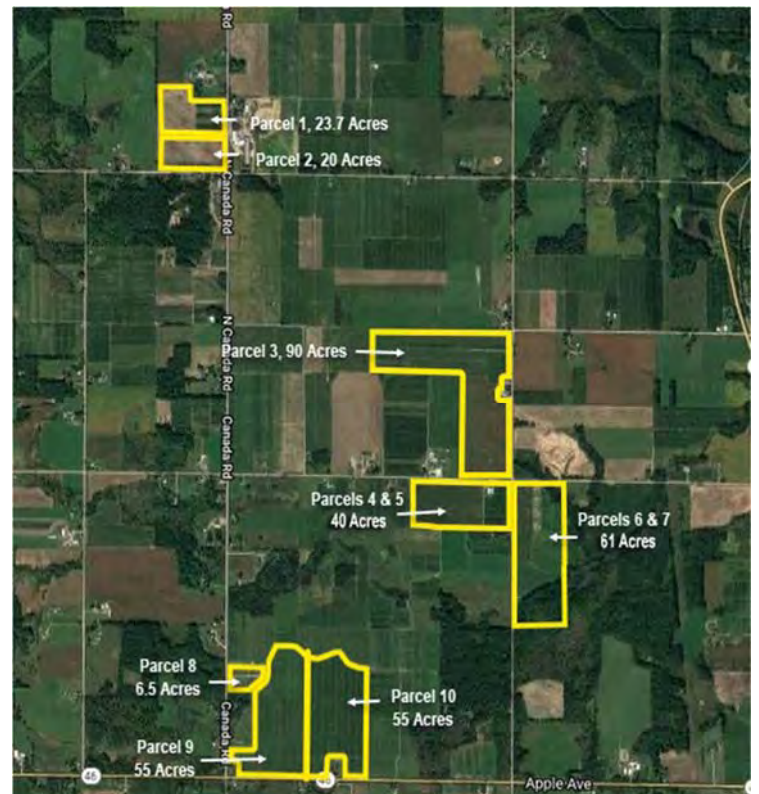


BIDDER'S PACKET

Snappy Apple
Orchard Land Real Estate
Casnovia, MICHIGAN

Tuesday, December 17
6:00 pm EST



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

Snappy Apple

Bidder's Packet

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



601 Gordon Industrial Court SW
Byron Center, MI 49315

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NOTICE TO ALL BIDDERS

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

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

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

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

NEW DATA:

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

PROCEDURES FOR PURCHASING AT AUCTION

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

REGISTRATION:

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

BIDDING:

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

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

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

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

CONCLUSION:

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

HOW THE AUCTION WILL BE CONDUCTED

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

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

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

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

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

Thank you for your consideration.

Miedema Auctioneering, Inc.

Auction Announcements

1. Auction for the real estate will be held Tuesday, December 17 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: Tuesday, 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 \$675.00 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 \$2,025.00. This would be due at the closing.
6. There is a land lease/wind easement in effect for parcels 8 – 10. The buyer will need to assume this lease. A copy of this land lease/easement is available for your inspection on the website or by calling Miedema Auctioneering and asking for a copy.
7. Parcels 5, 6 & 8 will be selling with a minimum opening bid and also must be bid on individually and may not be combined with other parcels during the auction bidding process.

The parcels will sell if there is a bid at or above the following:

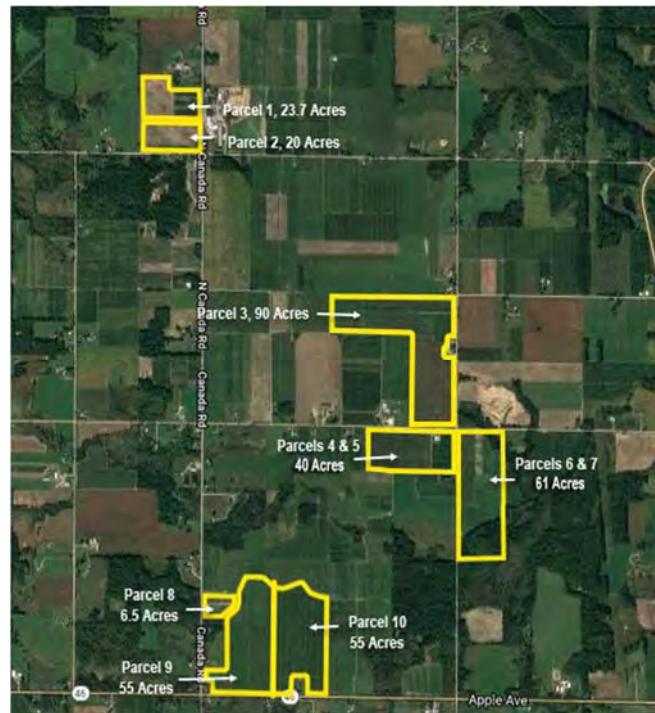
Parcel <u>5</u>	\$ <u>275,000</u>
Parcel <u>6</u>	\$ <u>300,000</u>
Parcel <u>8</u>	\$ <u>350,000</u>

8. Mineral rights on parcel 2 – Please note ½ the mineral rights from parcel #2 sold long ago and do not transfer to buyer.
9. 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.
10. 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.
11. In addition to parcels 8-10, parcels 4 & 5 have a land lease/wind easement and or collector line easement agreement.

Property Information



Location: 961 Newaygo Road Casnovia, MI 49318

Parcel 1: ± 23.7 Acres Total

NW Corner of Canada & White Roads

- ± 7.3 Acres of young Gala trees
- Balance of land is mostly tillable ground (Corn in 2019)
- Zoned irrigation serviced from Well on Parcel 2

Parcel 2: ± 20 Acres Total

NW Corner of Canada & White Roads

- ± 3.4 Acres of young Gala trees
- Balance mostly tillable (Corn in 2019)
- Zoned irrigation
- 8" Well
- 1/2 mineral rights will transfer to buyer, other 1/2 sold long ago

Parcel 3: ± 90 Acres Total

NW Corner of Hall & Peters Roads

- ± 90 Acres - Tiled
- High elevation
- ± Acres of Varieties: Gala (24), Fuji (1.2), Evenpure (2.2)
- Balance of land mostly is mostly tillable (Corn 2019)
- Home: 2BD/1BA, no well or septic
- Cold storage building: 40'x60', new compressor & coil, electric, 40'x60' cement pad & Dry storage building: 40'x60', ± 30'x50' cement pad

Parcel 4: ± 36 Acres Total

SW Corner of Hall & Peters Roads

- Tiled
- ± Acres of Varieties: Red Delicious (3.5), Golden Delicious (.84) & Rome (1)

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Fax: 616-583-5230

1800lastbid.com



- Balance of ±25 Acres tillage (Soybeans in 2019)

Parcel 5: ± 4 Acres Total w/ Home**SW Corner of Hall & Peters Roads**

- ± Acres of Varieties: Red Delicious (1.8) & Golden Delicious (.6)
- Home: ±864 Sq. Ft, 2BD/1BA, 4" well & septic
- Box building: 60'x100' with 30'x100' lean to, 23' tall, 14'x14' & 14'x16' doors, all standing seam roof
- This parcel will have a minimum opening bid and will be sold as an individual parcel, not combined with other parcels

Parcel 6: Migrant Housing Complex on ± 5 Acres**SE Corner of Hall & Peters Roads**

- Legally holds 47 H2A workers
- 5" Well (2016) - 10HP Pump
- Electric & propane heat
- All furnished with beds, stoves, refrigerators, tables/chairs
- 3 Buildings (5 room motel style, 4 room motel style, 1 single)
- This parcel will have a minimum opening bid and will be sold as an individual parcel, not combined with other parcels

Parcel 7: ± 56 Acres**SE Corner of Hall & Peters Roads**

- Open tillable land had new tile in Spring 2019
- ± Acres of Varieties: Gala (16.1), Honey Crisp (2.4), Fuji (1.7) & Red Honey Crisp (2.4)
- ±11 Acres tillable (Soybeans 2019)
- Drip irrigation on portion
- Includes Frost Fan (454 Chevy - propane)
- Large wooded parcel with potential timber

Parcel 8: Migrant Housing Complex on ± 6.5 Acres**NW Corner of Canada & Apple Roads**

- Legally holds 50 H2A workers
- 4" Well
- 2 Forced Air propane heat
- All furnished with beds, stoves, refrigerators, tables/chairs
- 2 Duplex Units & 6 Stand Alone Units
- Laundry area
- Parcels 8-10 currently have a land lease/wind easement in effect
- This parcel will have a minimum opening bid and will be sold as an individual parcel, not combined with other parcels

Parcel 9: ± 55 Acres**Apple Avenue East of Canada Road**

- ± Acres of Varieties: Red Delicious (7), Golden Delicious (9.2), Gala (22.2), Honey Crisp (9.5), & Ambrosia (1.2)
- Includes (2) Frost Fans (454 Chevy - propane)
- Parcels 8-10 currently have a land lease/wind easement in effect

Parcel 10: ± 55 Acres**Apple Avenue East of Canada Road**

- ± Acres of Varieties: Red Delicious (32.7), Golden Delicious (16.65)
- Parcels 8-10 currently have a land lease/wind easement in effect

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.

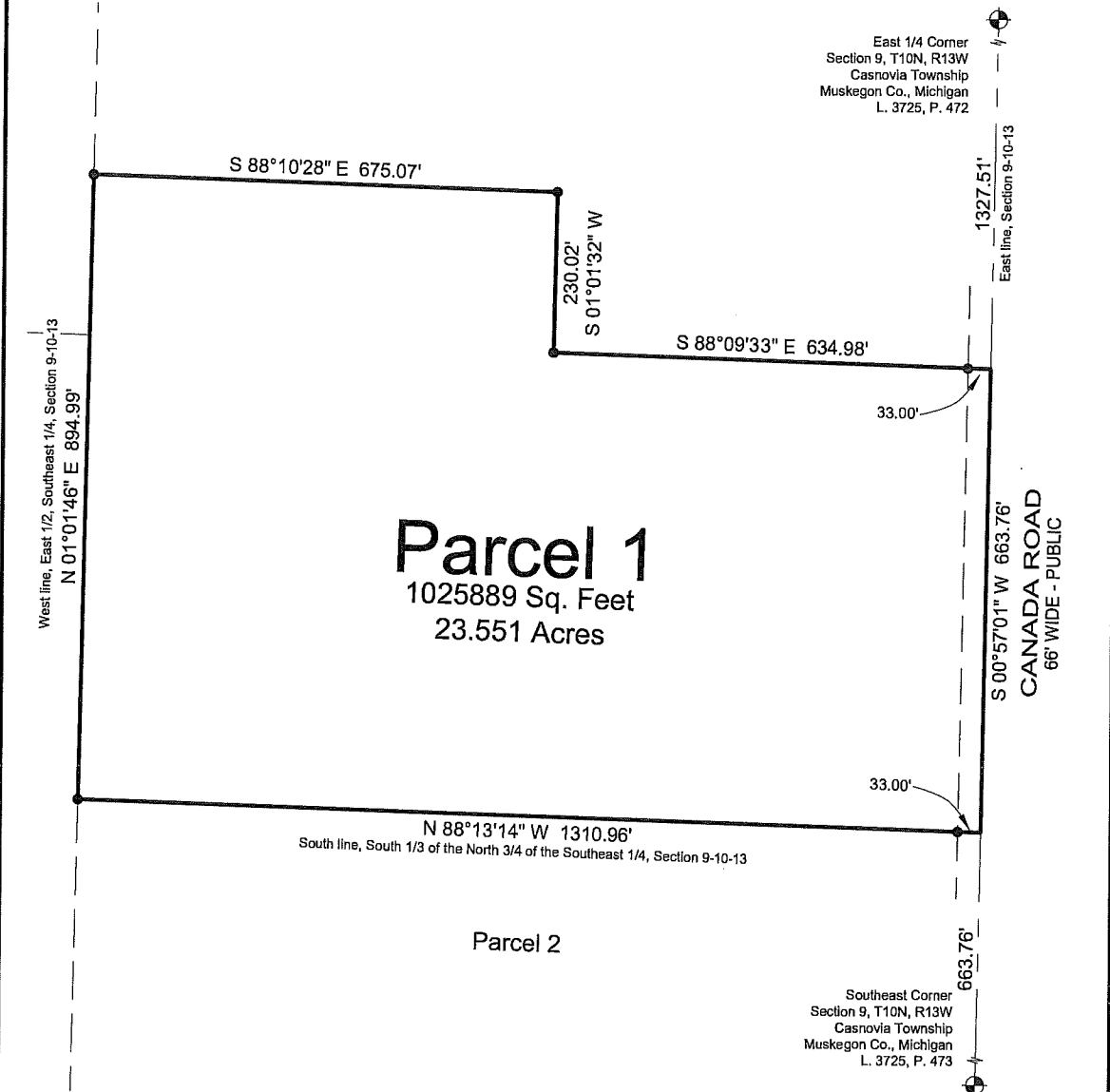
BUYERS PREMIUM: 4% Buyers Premium will be in effect.

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.

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



LEGAL DESCRIPTION FURNISHED:

The South 1/3 of the North 3/4 of the East 1/2 of the Southeast 1/4, Section 9, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan; Also a parcel commencing 1320 feet South of the Northwest corner of the North 3/4 of the East 1/2 of the Southeast 1/4 for the Point of Beginning, thence East 675 feet, thence North 230 feet, thence West 675 feet, thence South 230 feet to the Point of Beginning, Casnovia Township, Muskegon County, Michigan.

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.



- 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:
Snappy Apple Enterprises, LLC
Andy Mikula
961 Nawaygo Road
Casnovia, MI 49318

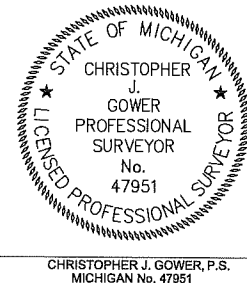
PROPERTY LOCATION:
PARCEL #1
CANADA ROAD, BAILEY, MICHIGAN 49303

JOB NO. 2019-162
DATE: 10/31/2019
REVISED: -
OFFICE: CJG
FIELD: JDK
SHEET: 1 OF 1

GPS
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SURVEYING, P.C.

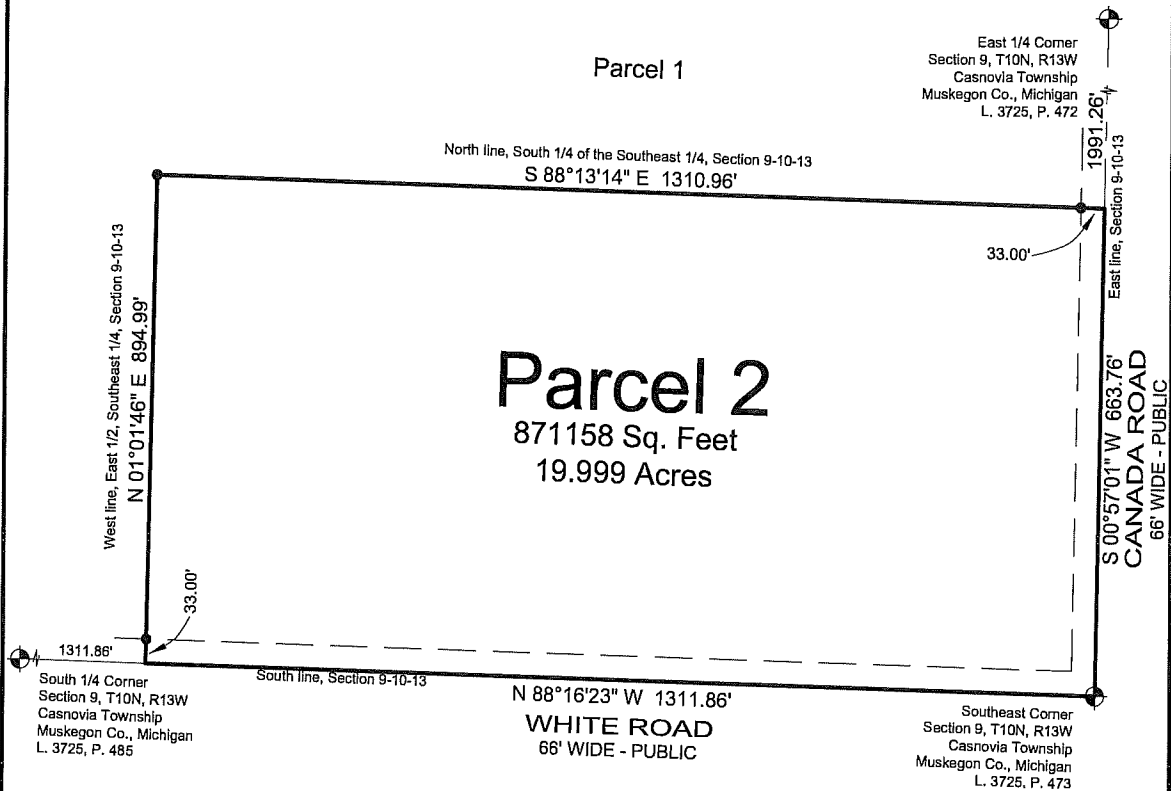
7144 Childsda Avenue, NE
Rockford, MI 49341

(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

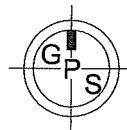


LEGAL DESCRIPTION FURNISHED:

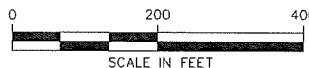
The South 1/2 of the Southeast 1/4 of the Southeast 1/4, Section 9, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan.

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:
Snappy Apple Enterprises, LLC
Andy Mikula
961 Newaygo Road
Casnovia, MI 49318

PROPERTY LOCATION:

PARCEL #2
CANADA ROAD, BAILEY, MICHIGAN 49303

GPS

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

7144 Childsdale Avenue, NE
Rockford, MI 49341

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



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

JOB NO.	2019-162
DATE:	10/31/2019
REVISED:	-
OFFICE:	CJG
FIELD:	JDK
SHEET:	1 of 1

CERTIFICATE OF SURVEY

Parcel 3
3905018 Sq. Feet
89.647 Acres

LEGAL DESCRIPTION:
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 the Southeast corner of said Section 15; thence N01°02'43"E, 1468.32 feet along the East section line; thence N88°57'17"W, 230.00 feet; thence N01°02'43"E, 120.00 feet; thence S88°57'17"E, 80.00 feet; thence N01°02'43"E, 250.00 feet; thence S88°57'17"E, 150.00 feet to said East section line; thence N01°02'43"E, 825.31 feet along said East section line to the East 1/4 corner of said Section 15; thence N88°06'14"W, 2633.95 feet along the East and West 1/4 line; thence S87°37'16"E, 1666.14 feet; thence S00°57'11"W, 1806.72 feet to the South line of said Section 15; thence S87°29'40"E, 965.73 feet along said South line to the Point of Beginning.

LEGAL DESCRIPTION FURNISHED:

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 the Southeast corner of said Section 15; thence N01°02'43"E, 1468.32 feet along the East section line; thence N88°57'17"W, 230.00 feet; thence N01°02'43"E, 120.00 feet; thence S88°57'17"E, 80.00 feet; thence N01°02'43"E, 250.00 feet; thence S88°57'17"E, 150.00 feet to said East section line; thence N01°02'43"E, 825.31 feet along said East section line to the East 1/4 corner of said Section 15; thence N88°06'14"W, 2633.95 feet along the East and West 1/4 line of said Section 15 to the North and South 1/4 line; thence S01°04'09"W, 832.64 feet along said North and South 1/4 line; thence S87°37'16"E, 1666.14 feet; thence S00°57'11"W, 1806.72 feet to the South line of said Section 15; thence S87°29'40"E, 965.73 feet along said South 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.

NORTH

SCALE IN FEET

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:
Snappy Apple Enterprises, LLC
Andy Mikula
961 Newaygo Road
Casnovia, MI 49318

PROPERTY LOCATION:
PARCEL #3
PETERS AND HALL ROADS, BAILEY, MICHIGAN 49303

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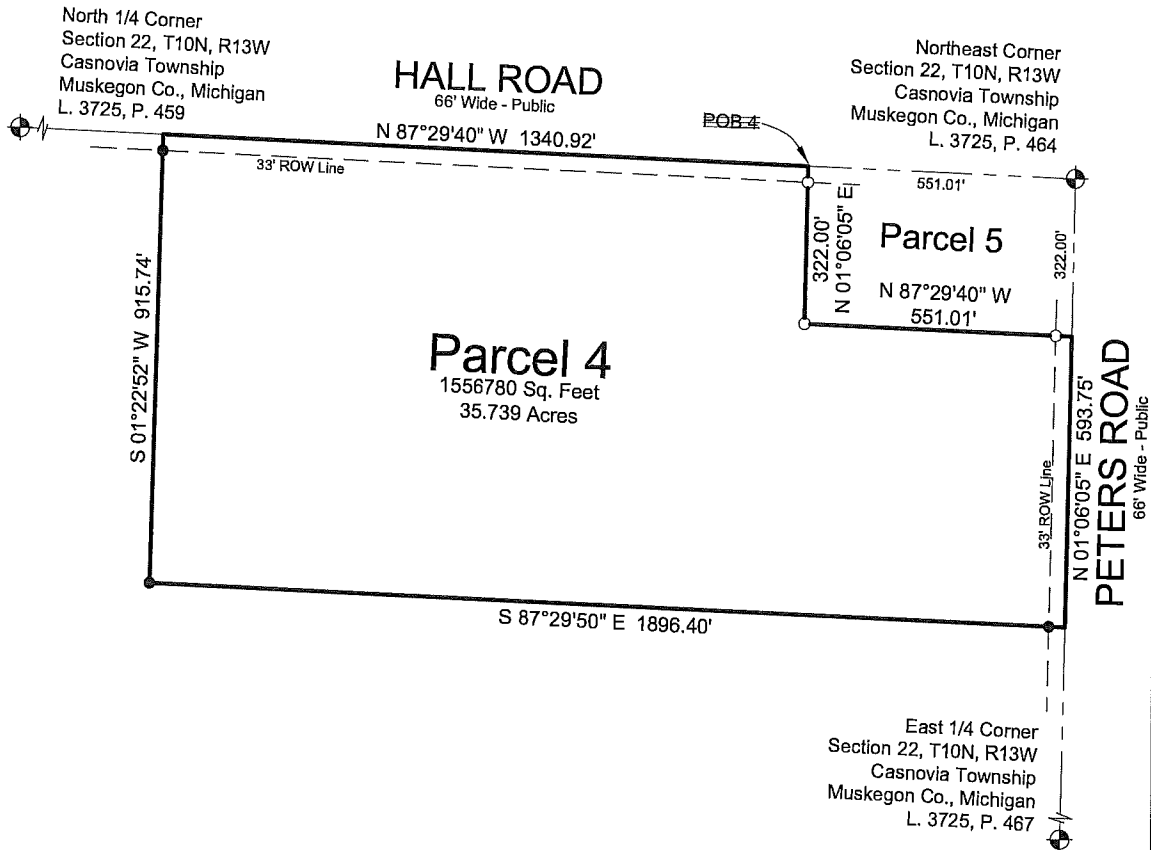
7144 Childsdale Avenue, NE
Rackford, MI 49341

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

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

JOB NO. 2019-162
DATE: 10/31/2019
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:

That part of the Northeast 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 being N87°29'40"W, 551.01 feet from the Northeast corner of said Section 22; thence continuing N87°29'40"W, 1340.92 feet along said North line; thence S01°22'52"W, 915.75 feet; thence S87°29'50"E, 1896.40 feet to the East line of said Section 22; thence N01°06'05"E, 593.75 feet along said East section line; thence N87°29'40"W, 551.01 feet; thence N01°06'05"E, 322.00 feet to the North line of said Section 22 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.

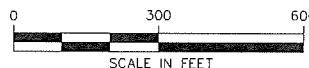
Christopher J. Gower

CHRISTOPHER J. GOWER

P.S. 47951



NORTH



LEGEND

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

CLIENT:
Snappy Apple Enterprises, LLC
Andy Mikula
961 Newaygo Road
Casnovia, MI 49318

PROPERTY LOCATION:
PARCEL # 4
PETERS AND HALL ROADS, BAILEY, MICHIGAN 49303

JOB NO. 2019-162
DATE: 10/31/2019
REVISED: -
OFFICE: CJG
FIELD: JDK
SHEET: 3 OF 4

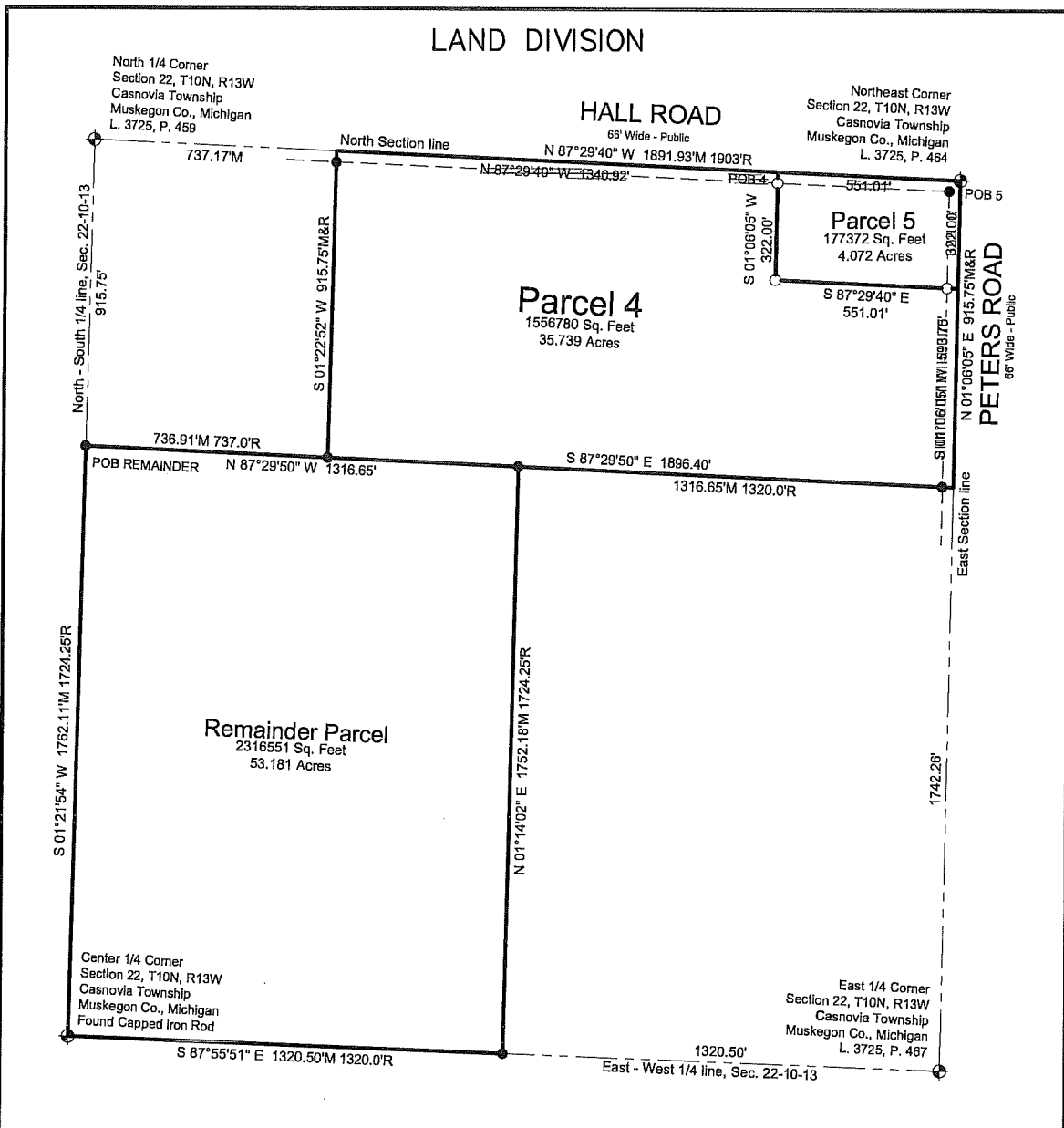
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Rockford, MI 49341

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MICHIGAN No. 47951



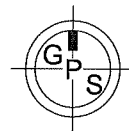
LEGAL DESCRIPTION FURNISHED: (PARENT PARCEL)

That part of the Northeast 1/4 of Section 22, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan, described as: Beginning at the Northeast corner of said Section 22; thence West, 1903 feet; thence South, 915.75 feet; thence West, 737.0 feet; thence South, 1724.25 feet; thence East, 1320.0 feet; thence North, 1724.25 feet; thence East, 1320.0 feet; thence North, 915.75 feet to the Point of Beginning.

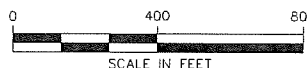
I, HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE RATIO OF CLOSURE IS NO GREATER THAN 1/5000 AND THAT SAID SURVEY SUBSTANTIALLY COMPLIES WITH THE REQUIREMENTS OF PUBLIC ACT #132 OF 1970 AS AMENDED.

Christopher J. Gower
CHRISTOPHER J. GOWER

P.S. 47951



NORTH



LEGEND

- FOUND IRON STAKE
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- R = RECORD DIMENSION
- M = MEASURED DIMENSION

CLIENT:
Snappy Apple Enterprises, LLC
Andy Mikula
961 Newaygo Road
Carnovia, MI 49318

PROPERTY LOCATION:
PARCELS # 4 & 5 & REMAINDER
PETERS AND HALL ROADS, BAILEY, MICHIGAN 49303

JOB NO. 2019-162
DATE: 10/31/2019
REVISED: -
OFFICE: CJG
FIELD: JDK
SHEET: 1 OF 4

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SURVEYING, P.C.

7144 Childsdale Avenue, NE
Rockford, MI 49341

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



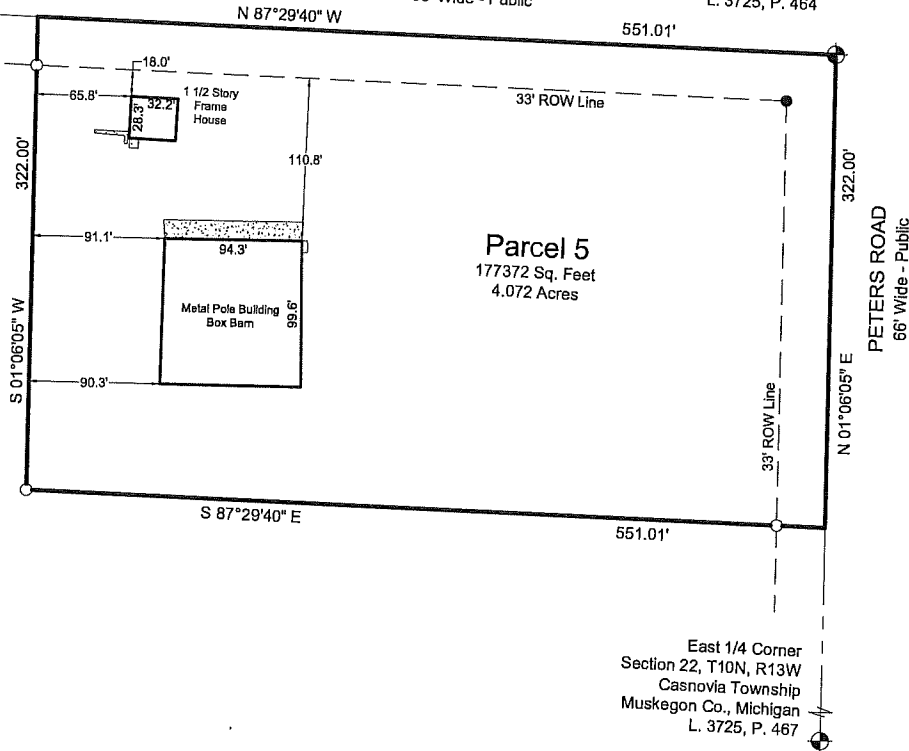
CHRISTOPHER J. GOWER, P.S.
MICHIGAN No. 47951

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

North 1/4 Corner
Section 22, T10N, R13W
Casnovia Township
Muskegon Co., Michigan
L. 3725, P. 459

Northeast Corner
Section 22, T10N, R13W
Casnovia Township
Muskegon Co., Michigan
L. 3725, P. 464

HALL ROAD
66' Wide - Public

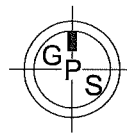


PARCEL 5:

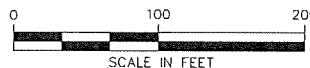
That part of the Northeast 1/4 of Section 22, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan, described as: Beginning at the Northeast corner of said Section 22; thence N87°29'40"W, 551.01 feet along the North line of said Section 22; thence S01°06'05"W, 322.00 feet; thence S87°29'40"E, 551.01 feet to the East line of said Section 22; thence N01°06'05"E, 322.00 feet along said East section 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.



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:
Snappy Apple Enterprises, LLC
Andy Mikula
961 Nawaygo Road
Casnovia, MI 49318

PROPERTY LOCATION:
PARCEL # 5
PETERS AND HALL ROADS, BAILEY, MICHIGAN 49303

GPS
GOWER PROFESSIONAL
SURVEYING, P.C.

7144 Childsdale Avenue, NE
Rockford, MI 49341

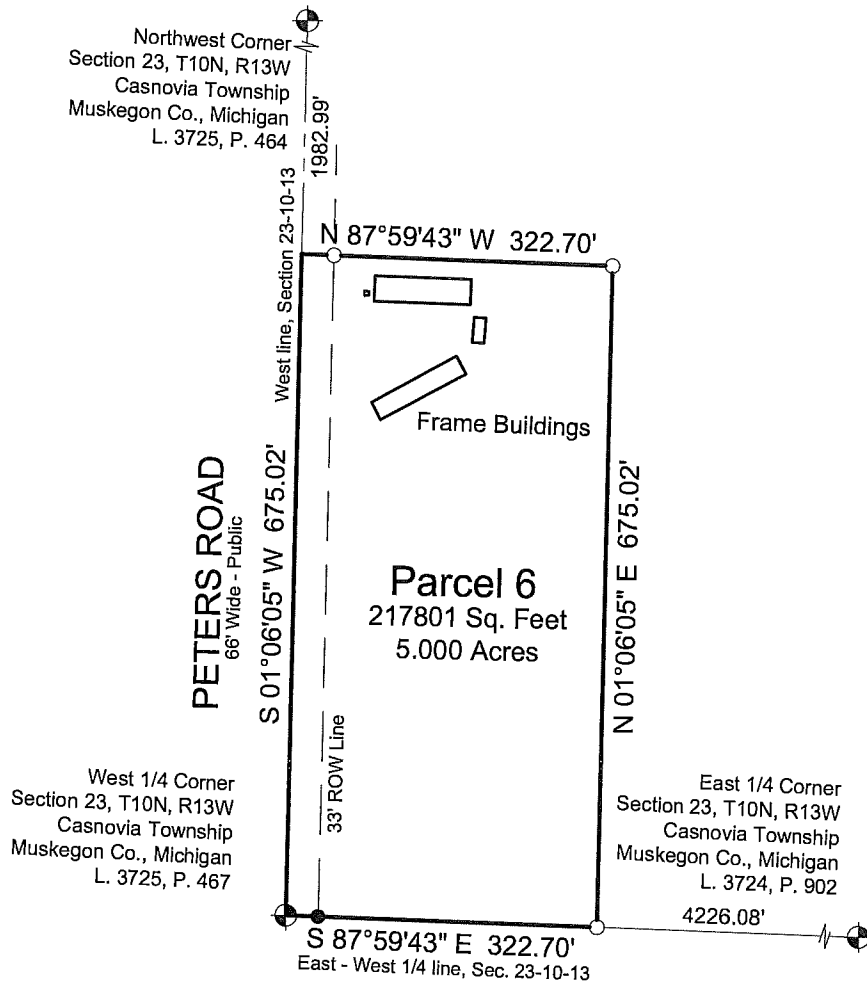
(616) 863-9508 VOICE
(616) 866-6483 FAX



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

JOB NO. 2019-162
DATE: 10/31/2019
REVISED: -
OFFICE: CJG
FIELD: JDK
SHEET: 4 OF 4

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



PARCEL 6:

That part of the Northwest 1/4 of Section 23, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan, described as: Beginning at the West 1/4 corner of said Section 23; thence S87°59'43"E, 322.70 feet along the East and West 1/4 line of said Section 23; thence N01°06'05"E, 675.02 feet; thence N87°59'43"W, 322.70 feet to the West line of said Section 23; thence S01°06'05"W, 675.02 feet along said West section line to the Point of Beginning.

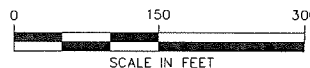
I, HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE RATIO OF CLOSURE IS NO GREATER THAN 1/5000 AND THAT SAID SURVEY SUBSTANTIALLY COMPLIES WITH THE REQUIREMENTS OF PUBLIC ACT #132 OF 1970 AS AMENDED.

Christopher J. Gower
CHRISTOPHER J. GOWER

P.S. 47951



NORTH



LEGEND

- FOUND IRON STAKE
- SET IRON STAKE
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- M = MEASURED DIMENSION

CLIENT:
Snappy Apple Enterprises, LLC
Andy Mikula
961 Newaygo Road
Casnovia, MI 49318

PROPERTY LOCATION:

PARCEL # 6
PETERS ROAD, BAILEY, MICHIGAN 49303

JOB NO. 2019-162
DATE: 10/31/2019
REVISED: -
OFFICE: CJG
FIELD: JDK
SHEET: 2 of 3

GPS
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SURVEYING, P.C.

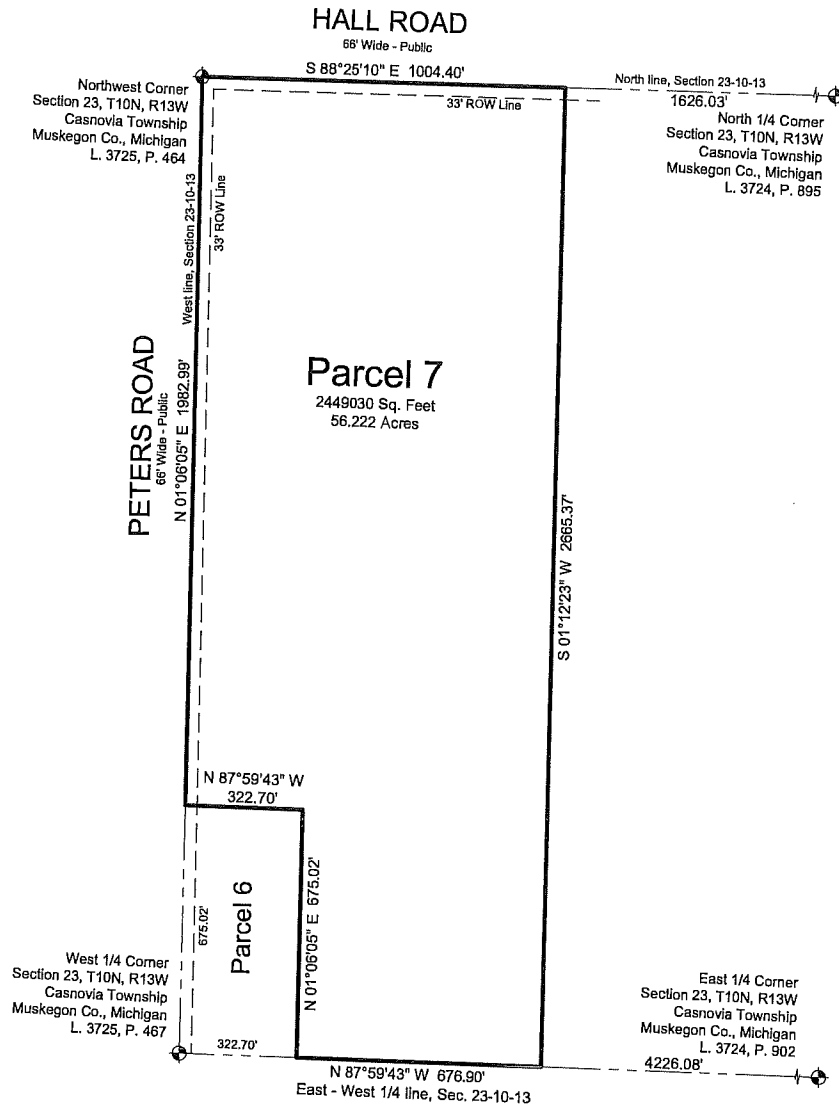
7144 Childsdale Avenue, NE
Rockford, MI 49341

(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

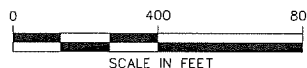


PARCEL 7:

That part of the Northwest 1/4 of Section 23, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan, described as: Beginning at the Northwest corner of said Section 23; thence S89°25'01"E, 1004.40 feet (measured as S88°25'10"E, 1004.40 feet) along the North line of said Section 23; thence S00°12'57"W, 2665.59 feet (measured as S01°12'23"W, 2665.37 feet) to the East and West 1/4 line of said Section 23; thence S88°59'42"W, 999.60 feet (measured as N87°59'43"W, 999.60 feet) along said 1/4 line; thence N01°06'05"E, 675.02 feet; thence N87°59'43"W, 322.70 feet to the West line of said Section 23; thence N00°06'39"E (measured as N01°06'05"E), 1982.99 feet along said West section line to the Point of Beginning.



NORTH



I, HEREBY CERTIFY 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.

Christopher J. Gower
CHRISTOPHER J. GOWER

P.S. 47951

LEGEND

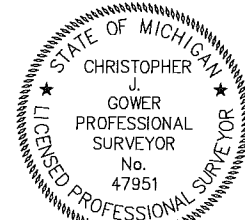
- FOUND IRON STAKE
- SET IRON STAKE
- P = PLATTED DIMENSION
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- M = MEASURED DIMENSION

CLIENT:
Snappy Apple Enterprises, LLC
Andy Mikula
961 Nawaygo Road
Casnovia, MI 49318

PROPERTY LOCATION:
PARCEL # 7
PETERS AND HALL ROADS, BAILEY, MICHIGAN 49303

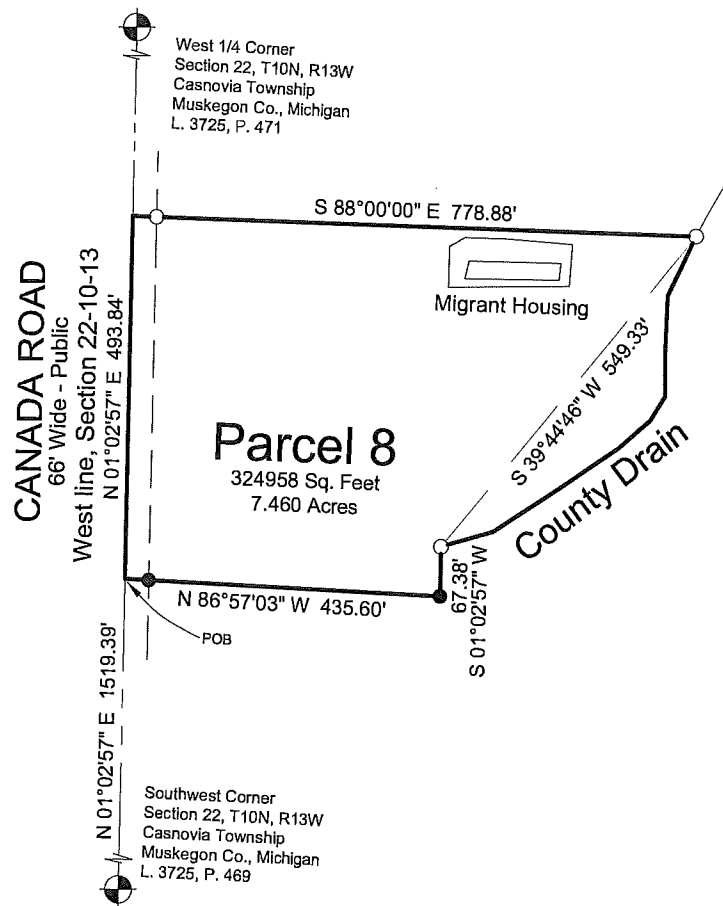
JOB NO. 2019-162
DATE: 10/31/2019
REVISED: -
OFFICE: CJG
FIELD: JDK
SHEET: 3 of 3

GPS
GOWER PROFESSIONAL
SURVEYING, P.C.
7144 Childsdale Avenue, NE (616) 863-9508 VOICE
Rockford, MI 49341 (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



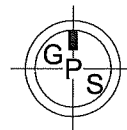
PARCEL 8:

That part of the Southwest 1/4 of Section 22, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan, described as: Beginning at a point on the West line of said Section 22 being N01°02'57"E, 1519.39 feet from the Southwest corner of said Section 22; thence continuing N01°02'57"E, 493.85 feet along said West section line; thence S88°00'00"E, 778.88 feet, more or less, to the centerline of the county drain; thence Southwesterly along said centerline of the county drain to a point S39°44'46"W, 549.33 feet from the previous point; thence S01°02'57"W, 67.38 feet; thence N86°57'03"W, 435.60 feet to the West line of said Section 22 and the Point of Beginning.

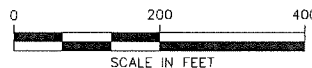
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Christopher J. Gower
CHRISTOPHER J. GOWER

P.S. 47951



NORTH



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CLIENT:
Snappy Apple Enterprises, LLC
Andy Mikulo
961 Newaygo Road
Carnovia, MI 49318

PROPERTY LOCATION:

PARCELS # 8
CANADA ROAD, BAILEY, MICHIGAN 49303

JOB NO. 2019-162
DATE: 10/31/2019
REVISED: -
OFFICE: CJG
FIELD: JDK
SHEET: 2 of 5

GPS
GOWER PROFESSIONAL
SURVEYING, P.C.

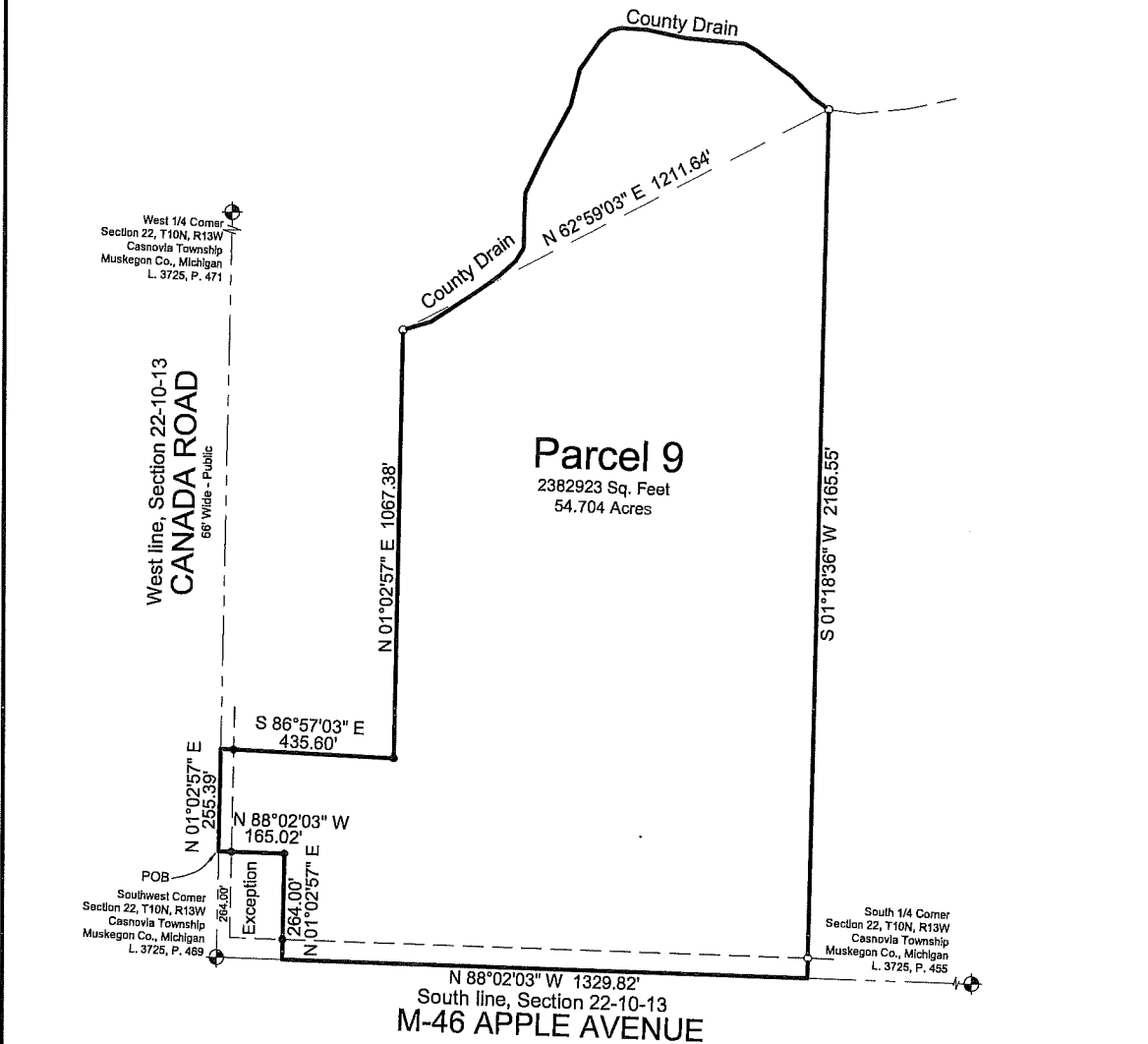
7144 Childsdaile Avenue, NE
Rockford, MI 49341

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



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

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



PARCEL 9:

That part of the Southwest 1/4 of Section 22, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan, described as: Beginning at a point on the West line of said Section 22 being N01°02'57"E, 264.00 feet from the Southwest corner of said Section 22; thence continuing N01°02'57"E, 255.39 feet along said West section line; thence S86°57'03"E, 435.60 feet; thence N01°02'57"E, 1067.38 feet, more or less, to the centerline of the county drain; thence Northeasterly along said centerline of the county drain to a point N62°59'03"E, 1211.64 feet from the previous point; thence S01°18'36"W, 2165.55 feet to the South line of said Section 22; thence N88°02'03"W, 1329.82 feet along said South section line to the West line of said Section 22 and the Point of Beginning.

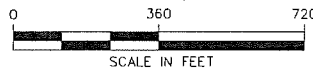
I, HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE RATIO OF CLOSURE IS NO GREATER THAN 1/5000 AND THAT SAID SURVEY SUBSTANTIALLY COMPLIES WITH THE REQUIREMENTS OF PUBLIC ACT #132 OF 1970 AS AMENDED.

Christopher J. Gower
CHRISTOPHER J. GOWER

P.S. 47951



NORTH



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CLIENT:
Snappy Apple Enterprises, LLC
Andy Mikula
961 Newaygo Road
Carnovia, MI 49318

PROPERTY LOCATION:

PARCEL # 9
CANADA ROAD, BAILEY, MICHIGAN 49303

GPS

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

JOB NO. 2019-162
DATE: 10/31/2019
REVISED: -
OFFICE: CJG
FIELD: JDK
SHEET: 3 of 5

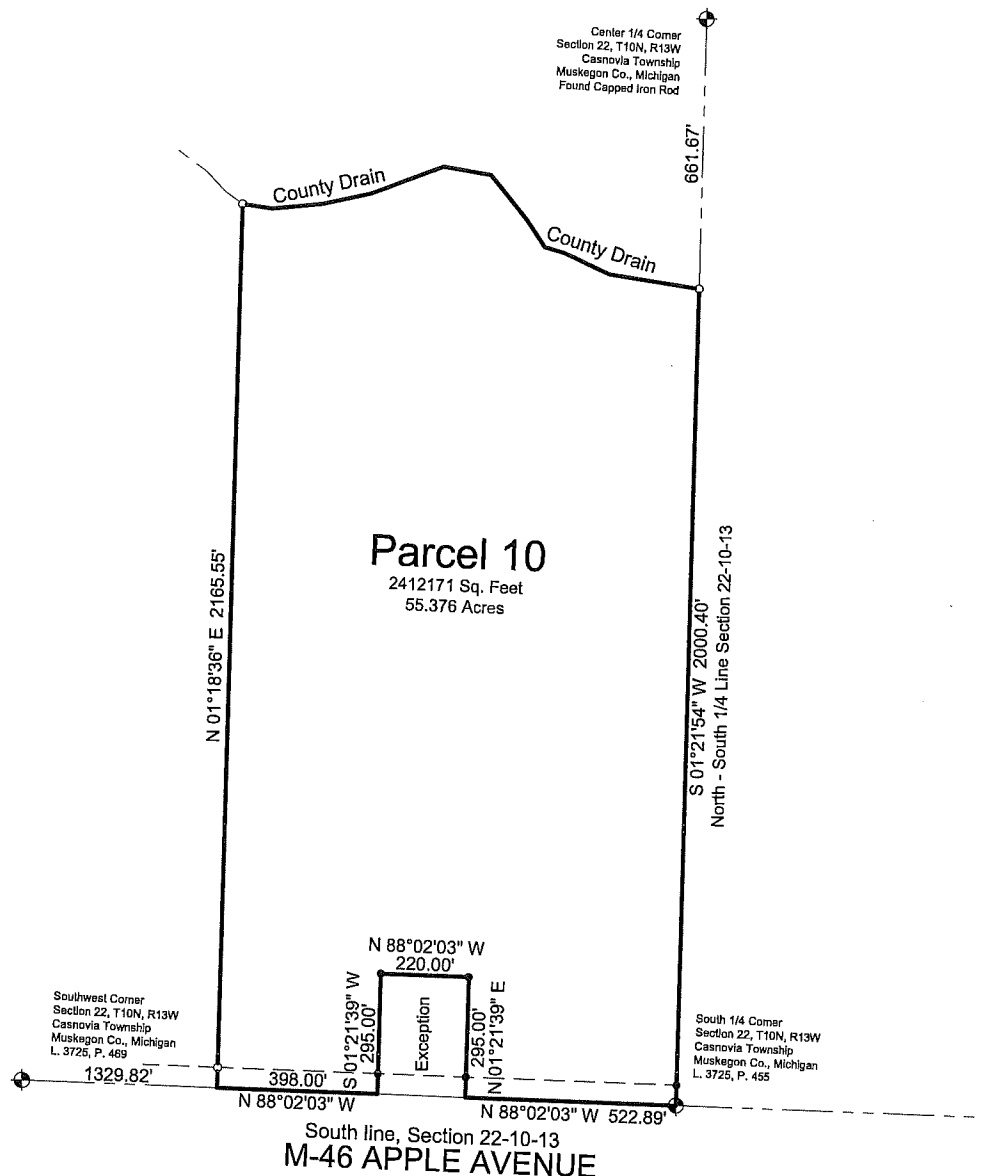
7144 Childsdale Avenue, NE
Rockford, MI 49341

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



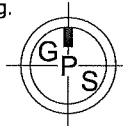
CHRISTOPHER J. GOWER, P.S.
MICHIGAN No. 47951

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

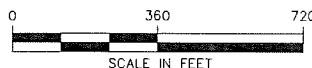


PARCEL 10:

That part of the Southwest 1/4 of Section 22, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan, described as: Beginning at the South 1/4 corner of said Section 22; thence N88°02'03"W, 522.89 feet along the South line of said section; thence N01°21'39"E, 295.00 feet; thence N88°02'03"W, 220.00 feet; thence S01°21'39"W, 295.00 feet to said South section line; thence N88°02'03"W, 398.00 feet along said South section line; thence N01°18'36"E, 2165.55 feet, more or less, to the centerline of the county drain; thence Easterly along said county drain to a point on the North and South 1/4 line of said Section 22 being N01°21'54"E, 2000.40 feet, more or less from the point of beginning; thence S01°21'54"W, 2000.40 feet, more or less, along said 1/4 line to the Point of Beginning.



NORTH



I, HEREBY CERTIFY 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.

Christopher J. Gower
CHRISTOPHER J. GOWER

P.S. 47951

- LEGEND**
- FOUND IRON STAKE
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 - M = MEASURED DIMENSION

CLIENT:
Snappy Apple Enterprises, LLC
Andy Mikula
961 Newaygo Road
Casnovia, MI 49318

PROPERTY LOCATION:
PARCEL # 10
CANADA ROAD, BAILEY, MICHIGAN 49303

JOB NO. 2019-162
DATE: 10/31/2019
REVISED: -
OFFICE: CJG
FIELD: JDK
SHEET: 4 of 5

GPS
GOWER PROFESSIONAL SURVEYING, P.C.
7144 Childsdale Avenue, NE (616) 863-9508 VOICE
Rockford, MI 49341 (616) 866-6483 FAX



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

Snappy Apple



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:
- The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
 - The performance of the terms of the service provision agreement.
 - Loyalty to the interest of the client.
 - Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
 - 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.
 - 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.
 - 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:
- 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.
 - 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.
 - 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.
 - After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
 - For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

SELLER'S AGENTS

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

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

BUYER'S AGENTS

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

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

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller, and the buyer.

TRANSACTION COORDINATORS

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

DESIGNATED AGENCY

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

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

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

- ☒ Seller's agent or subagent
☐ Seller's agent -- limited service agreement
☐ Buyer's agent or subagent
☐ Buyer's agent -- limited service agreement
☐ Dual agent
☐ Transaction Coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

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

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

Licensee 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 _____
Potential ☐ Buyer ☒ Seller (check one) Date Potential ☐ Buyer ☐ Seller (check one) Date

Snappy Apple Parcel #5

West Michigan Regional

SELLER'S DISCLOSURE STATEMENT

Rev. 1/15

Property Address: 16725 HALL RD. CASNOVIA MI 49318 CASNOVIA MI. Michigan
Street City, Village, Township

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

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

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

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

	Yes	No	Unknown	Not Available		Yes	No	Unknown	Not Available
Range/Oven		<input checked="" type="checkbox"/>			Lawn sprinkler system		<input checked="" type="checkbox"/>		
Dishwasher		<input checked="" type="checkbox"/>			Water heater	<input checked="" type="checkbox"/>			
Refrigerator		<input checked="" type="checkbox"/>			Plumbing system	<input checked="" type="checkbox"/>			
TV antenna, TV rotor & controls		<input checked="" type="checkbox"/>			Water softener/conditioner		<input checked="" type="checkbox"/>		
Hood/fan		<input checked="" type="checkbox"/>			Well & pump	<input checked="" type="checkbox"/>			
Disposal		<input checked="" type="checkbox"/>			Sump pump	<input checked="" type="checkbox"/>			
Garage door opener & remote control		<input checked="" type="checkbox"/>			Septic tank & drain field	<input checked="" type="checkbox"/>			
Electrical system	<input checked="" type="checkbox"/>				City water system		<input checked="" type="checkbox"/>		
Alarm system		<input checked="" type="checkbox"/>			City sewer system		<input checked="" type="checkbox"/>		
Intercom		<input checked="" type="checkbox"/>			Central air conditioning		<input checked="" type="checkbox"/>		
Central vacuum		<input checked="" type="checkbox"/>			Central heating system	<input checked="" type="checkbox"/>			
Attic fan		<input checked="" type="checkbox"/>			Wall Furnace		<input checked="" type="checkbox"/>		
Microwave		<input checked="" type="checkbox"/>			Humidifier		<input checked="" type="checkbox"/>		
Trash compactor		<input checked="" type="checkbox"/>			Electronic air filter		<input checked="" type="checkbox"/>		
Ceiling fan			<input checked="" type="checkbox"/>		Solar heating system		<input checked="" type="checkbox"/>		
Sauna/hot tub		<input checked="" type="checkbox"/>			Fireplace & chimney		<input checked="" type="checkbox"/>		
Pool heater, wall liner & equipment		<input checked="" type="checkbox"/>			Wood burning system		<input checked="" type="checkbox"/>		
Washer		<input checked="" type="checkbox"/>			Dryer		<input checked="" type="checkbox"/>		

Explanations (attach additional sheets, if necessary):

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

Property conditions, improvements & additional information:

- Basement/Crawl Space:** Has there been evidence of water? yes ☐ no ☒
If yes, please explain: _____
- Insulation:** Describe, if known: _____
Urea Formaldehyde foam insulation (UFFI) is installed? unknown ☒ yes ☐ no ☒
- Roof:** Leaks? _____
Approximate age, if known: <15 YR
- Well:** Type of well (depth/diameter, age and repair history, if known): 4" 1/2 HP SUB PUMP
Has the water been tested? yes ☒ no ☐
If yes, date of last report/results: SPRING 2019
- Septic tanks / drain fields:** Condition, if known: _____
- Heating system:** Type/approximate age: FORCED AIR PROPANE
- Plumbing system:** Type: copper ☒ galvanized ☒ other ☒
Any known problems? _____
- Electrical system:** Any known problems? _____
- History of infestation:** If any: (termites, carpenter ants, etc.) _____
- Environmental problems:** Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on the property. unknown ☒ yes ☐ no ☐
If yes, please explain: _____
- Flood Insurance:** Do you have flood insurance on the property? unknown ☐ yes ☐ no ☒
- Mineral Rights:** Do you own the mineral rights? unknown ☐ yes ☒ no ☐

Seller's Disclosure Statement

Property Address: 16725 Hall Rd Michigan
Street City, Village, Township

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

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

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

FARMING ALL AROUND

The Seller has lived in the residence on the property from NO NA (date) to _____ (date).

The Seller has owned the property since APR 1985 (date).

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

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

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

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

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

Seller [Signature] Date 11-7-19

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.

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).

UNKNOWN RENTAL PROPERTY

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

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

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

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

Purchaser's Acknowledgment (initial)

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

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

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

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

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

Agent's Acknowledgment (initial)

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

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.

<input checked="" type="checkbox"/> <u>[Signature]</u>	<u>11-7-19</u>		
Seller	Date	Seller	Date
<u>[Signature]</u>			
Purchaser	Date	Purchaser	Date
<u>[Signature]</u>			
Agent	Date	Agent	Date



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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

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

Read this entire brochure to learn:

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

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

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

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

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



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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



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

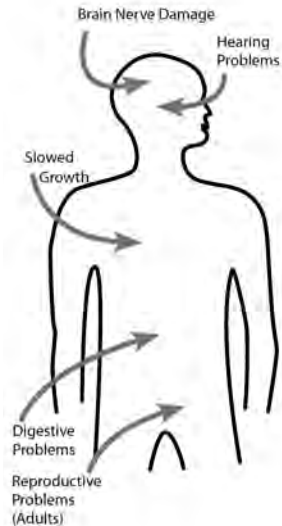
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

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

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

Checking Your Home for Lead

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

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



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

Checking Your Home for Lead, continued

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

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

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

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

What You Can Do Now to Protect Your Family

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

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

Reducing Lead Hazards

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

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



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

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

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

Reducing Lead Hazards, continued

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

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

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

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

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

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



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

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

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

Other Sources of Lead

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

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

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

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

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

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

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

U. S. Environmental Protection Agency (EPA)

Regional Offices

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

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

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

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

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

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

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

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

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

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

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

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

Consumer Product Safety Commission (CPSC)

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

CPSC

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

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

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

HUD

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

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IMPORTANT!

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

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

BUY/SELL AGREEMENT

THIS BUY/SELL AGREEMENT ("Agreement") made this 17th day of December, 2019, by and between (i) Snappy Apple Enterprises, L.L.C., and/or Snappy Apple Farms, Inc., 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 January 31, 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 8/23/2019, 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 for Parcels 1, 2, 4, 7, 9 and 10 (all parcels without buildings). Possession will be given to Buyer thirty (30) days after Closing for Parcels 3, 5, 6, and 8.
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. For Parcel 5 only, 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. For Parcel 5 only, 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 [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 Six Hundred Seventy-Five and no/100 Dollars (\$675.00) 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 – 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 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 the Buyer will need to assume.
16. Seller will transfer to Buyer all mineral rights owned by Seller. For Parcel 2, one half (1/2) of the mineral rights have been sold and will not transfer to Buyer.
17. Parcels 8, 9 and 10 sell subject to a land lease/wind easement which Buyer will need to assume. Buyer will need to abide by the terms of this lease/agreement.

18. 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.
19. 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: _____]
20. 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.
21. Buyer acknowledges that the auction company is an agent for the Seller.
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 9, 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
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

BestHOMES
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-136576** Revision No. 4
Property Address: **V / L, Casnovia Twp, MI,**

1. Commitment Date: **11/04/2019** at 8:00 AM

2. Policy to be issued:

Proposed Policy Amount

a. **ALTA Owner's Policy**

\$10,000.00

Proposed Insured: Snappy Apple Enterprises, L.L.C., a Michigan limited liability company, as to Parcels 1, 2, 3, 4, 5, 6 and 7; Snappy Apple Farms, Inc., a Michigan corporation, as to Parcels 8, 9, 10 and 11


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:

Snappy Apple Enterprises, L.L.C., a Michigan limited liability company, as to Parcels 1, 2, 3, 4, 5, 6 and 7; Snappy Apple Farms, Inc., a Michigan corporation, as to Parcels 8, 9, 10 and 11

5. The Land is described as follows:

~ SEE ATTACHED LEGAL DESCRIPTION RIDER ~

By: 
Authorized Countersignature

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File No.: **GRC-136576**

ALTA Commitment For Title Insurance 8-1-16



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

LEGAL DESCRIPTION RIDER

Situated in the **Township of Casnovia, County of Muskegon, State of Michigan**

Parcel 1:

The South 1/3 of the North 3/4 of the East 1/2 of the Southeast 1/4 of Section 9, Town 10 North, Range 13 West; Also a parcel commencing 1320 feet South of the Northwest corner of the North 3/4 of the East 1/2 of the Southeast 1/4 for the Point of Beginning; thence East 675 feet; thence North 230 feet; thence West 675 feet; thence South 230 feet to the Point of Beginning, Casnovia Township, Muskegon County, Michigan.

Parcel 2:

The South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 9, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan.

Parcel 3:

Commencing at the Southeast corner of Section 15, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan, running thence North 159.5 rods; thence West 160 rods; thence South 50 rods; thence East 1665.69 feet; thence South 1806.75 feet; thence East 965.25 feet to the Point of Beginning. Except Commencing at the Southeast corner; thence North 00 degrees 00' 00" West 1468.32 feet to the Point of Beginning; thence North 00 degrees 00' 00" West 370 feet; thence South 90 degrees 00' 00" West 150 feet; thence South 00 degrees 00' 00" East 250 feet; thence South 90 degrees 00' 00" West 80 feet; thence South 00 degrees 00' 00" East 120 feet; thence North 90 degrees 00' 00" East 230 feet to the Point of Beginning.

Parcel 4:

That part of the Northeast 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 being North 87 degrees 29' 40" West 551.01 feet from the Northeast corner of said Section 22; thence continuing North 87 degrees 29' 40" West 1340.92 feet along said North line; thence South 01 degrees 22' 52" West 915.75 feet; thence South 87 degrees 29' 50" East 1896.40 feet to the East line of said Section 22; thence North 01 degrees 06' 05" East 593.75 feet along said East section line; thence North 87 degrees 29' 40" West 551.01 feet; thence North 01 degrees 06' 05" East, 322.00 feet to the North line of said Section 22 and the Point of Beginning.

Parcel 5:

That part of the Northeast 1/4 of Section 22, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan, described as: Beginning at the Northeast corner of said Section 22; thence North 87 degrees 29' 40" West 551.01 feet along the North line of said Section 22; thence South 01 degrees 06' 05" West 322.00

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File No.: **GRC-136576**

ALTA Commitment For Title Insurance 8-1-16



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**
ISSUED BY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

feet; thence South 87 degrees 29' 40" East 551.01 feet to the East line of said Section 22; thence North 01 degrees 06' 05" East 322.00 feet along said East section line to the Point of Beginning.

Parcel 6:

That part of the Northwest 1/4 of Section 23, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan, described as: Beginning at the West 1/4 corner of said Section 23; thence South 87 degrees 59' 43" East 322.70 feet along the East and West 1/4 line of said Section 23; thence North 01 degrees 06' 05" East 675.02 feet; thence North 87 degrees 59' 43" West 322.70 feet to the West line of said Section 23; thence South 01 degrees 06' 05" West 675.02 feet along said West section line to the Point of Beginning.

Parcel 7:

That part of the Northwest 1/4 of Section 23, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan, described as: Beginning at the Northwest corner of said Section 23; thence South 89 degrees 25' 01" East 1004.40 feet (measured as South 88 degrees 25' 10" East 1004.40 feet) along the North line of said Section 23; thence South 00 degrees 12' 57" West 2665.59 feet (measured as South 01 degrees 12' 23" West 2665.37 feet) to the East and West 1/4 line of said Section 23; thence South 88 degrees 59' 42" West 999.60 feet (measured as North 87 degrees 59' 43" West 999.60 feet) along said 1/4 line; thence North 01 degrees 06' 05" East 675.02 feet; thence North 87 degrees 59' 43" West 322.70 feet to the West line of said Section 23; thence North 00 degrees 06' 39" East (measured as North 01 degrees 06' 05" East) 1982.99 feet along said West section line to the Point of Beginning.

Parcel 8:

That part of the Southwest 1/4 of Section 22, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan, described as: Beginning at a point on the West line of said Section 22 being North 01 degrees 02' 57" East 1519.39 feet from the Southwest corner of said Section 22; thence continuing North 01 degrees 02' 57" East 493.85 feet along said West section line; thence South 88 degrees 00' 00" East 778.88 feet, more or less, to the centerline of the county drain; thence Southwesterly along said centerline of the county drain to a point South 39 degrees 44' 46" West 549.33 feet from the previous point; thence South 01 degrees 02' 57" West 67.38 feet; thence North 86 degrees 57' 03" West 435.60 feet to the West line of said Section 22 and the Point of Beginning.

Parcel 9:

That part of the Southwest 1/4 of Section 22, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan, described as: Beginning at a point on the West line of said Section 22 being North 01 degrees 02' 57" East 264.00 feet from the Southwest corner of said Section 22; thence continuing North 01 degrees 02' 57" East 255.39 feet along said West section line; thence South 86 degrees 57' 03" East 435.60 feet; thence North 01 degrees 02' 57" East 1067.38 feet, more or less, to the centerline of the county drain; thence Northeasterly along said centerline of the county drain to a point North 62 degrees 59' 03" East 1211.64 feet from the previous point;

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File No.: **GRC-136576**

ALTA Commitment For Title Insurance 8-1-16



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

BestHOMES
TITLE AGENCY, LLC

thence South 01 degrees 18' 36" West 2165.55 feet to the South line of said Section 22; thence North 88 degrees 02' 03" West 1329.82 feet along said South section line to the West line of said Section 22 and the Point of Beginning.

Parcel 10:

That part of the Southwest 1/4 of Section 22, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan, described as: Beginning at the South 1/4 corner of said Section 22; thence North 88 degrees 02' 03" West 522.89 feet along the South line of said section; thence North 01 degrees 21' 39" East 295.00 feet; thence North 88 degrees 02' 03" West 220.00 feet; thence South 01 degrees 21' 39" West 295.00 feet to said South section line; thence North 88 degrees 02' 03" West 398.00 feet along said South section line; thence North 01 degrees 18' 36" East 2165.55 feet, more or less, to the centerline of the county drain; thence Easterly along said county drain to a point on the North and South 1/4 line of said Section 22 being North 01 degrees 21' 54" East 2000.40 feet, more or less from the point of beginning; thence South 01 degrees 21' 54" West 2000.40 feet, more or less, along said 1/4 line to the Point of Beginning.

Parcel 11:

That part of the Southwest 1/4 and Northwest 1/4 of Section 22, Town 10 North, Range 13 West, Casnovia Township, Muskegon County, Michigan, described as: Beginning at the Center 1/4 corner of said Section 22, said point being South 87 degrees 55' 51" East 2650.48 feet from the West 1/4 corner of said Section 22; thence North 87 degrees 55' 51" West 1325.24 feet along the East and West 1/4 line of said section; thence North 01 degrees 25' 54" East 667.86 feet; thence North 88 degrees 00' 00" West 424.45 feet; thence South 01 degrees 29' 55" West 415.00 feet; thence North 88 degrees 00' 00" West 585.00 feet; thence South 01 degrees 11' 06" West 830.05 feet; thence North 88 degrees 00' 00" West 315.00 feet to the West line of said Section 22; thence South 01 degrees 02' 57" West 75.00 feet along said West section line; thence South 88 degrees 00' 00" East 778.88 feet, more or less, to the centerline of the county drain; thence Easterly along said county drain to a point on the North and South 1/4 line of said Section 22 being South 01 degrees 21' 54" West 661.67 feet, more or less, from the point of beginning; thence North 01 degrees 21' 54" East 661.67 feet, more or less, along said 1/4 line to the Point of Beginning.

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File No.: **GRC-136576**

ALTA Commitment For Title Insurance 8-1-16



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

ISSUED BY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

Requirements

File No. GRC-136576

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. Submit to the Company the Operating Agreement, including any amendments thereto, of Snappy Apple Enterprises, L.L.C., a Michigan limited liability company, the Certificate issued by the Michigan Department of Licensing and Regulatory Affairs evidencing proper filing of the Articles of Organization and documentary evidence that said entity is a duly registered legal entity in good standing. ****NOTE:** The above must be submitted to the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.
 - D. Submit to the Company a Certificate of Good Standing of Snappy Apple Farms, Inc., a Michigan corporation issued by the Corporation Division of the Commercial Services Bureau of the Michigan Department of Consumer & Industry Services. **NOTE:** The above must be submitted to the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.
 - E. Submit to the Company a Resolution by the Board of Directors or Shareholders of Snappy Apple Farms, Inc., a Michigan corporation, authorizing the [sale/mortgage] and directing the proper officers to execute the [deed/land contract/mortgage] on behalf of the Corporation. ****NOTE:** The above must be submitted to

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File No.: **GRC-136576**



the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.

- F. NOTE Regarding Parcels 4 and 5: 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, approving 61-13-022-200-0003-00 be split into 3 parcels. (We are insuring 2 of the 3 parcels being split).
 - G. NOTE Regarding Parcels 6 and 7: 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, approving 61-13-023-100-0001-00 be split into 2 parcels.
 - H. NOTE Regarding Parcels 8, 9, 10 and 11: 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, approving 61-13-022-100-0005-00 be split into 4 parcels.
 - I. Discharge(s) of the mortgage(s) and UCC Financing Statement(s) excepted on Schedule B – Section II. (In the event the loan is secured by a Mortgage allowing for advances of a credit line, please be advised that the borrower must authorize the lender to freeze the referenced credit line upon issuance of the payoff.)
5. Pay unpaid taxes and assessments unless shown as paid. The amounts shown as unpaid do not include collection fees, penalties or interest.

SEE ATTACHED TAX INFORMATION SHEET

PRELIMINARY

TAX INFORMATION SHEET

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

2018 Winter Taxes in the amount of \$302.02 are PAID.

2019 Summer Taxes in the amount of \$215.91 are DUE with a Summer deferment if paid by February 20, 2020.

Property Address: V / L, Casnovia Twp, MI,

Tax Parcel Number: 61-13-009-400-0002-10 (Parcel 1)

2019 State Equalized Value: \$53,100.00

Principal Residence Exemption: 100%

Taxable Value: \$18,275.00

School District: Grant

Special Assessments: NONE

2018 Winter Taxes in the amount of \$225.76 are PAID.

2019 Summer Taxes in the amount of \$161.41 are DUE, with a Summer deferment if paid by February 14, 2020.

Tax Parcel Number: 61-13-009-400-0005-00 (Parcel 2)

2019 State Equalized Value: \$46,500.00

Principal Residence Exemption: 100%

Assessed Address: Canada Rd

Taxable Value: \$13,662.00

School District: Grant

Special Assessments: NONE

2018 Winter Taxes in the amount of \$1,461.20 are PAID.

2019 Summer Taxes in the amount of \$1,044.60 are DUE, with a Summer deferment if paid by February 14, 2020.

Tax Parcel Number: 61-13-015-400-0001-00 (Parcel 3)

2019 State Equalized Value: \$156,800.00

Principal Residence Exemption: 100%

Assessed Address: Peters Rd

Taxable Value: \$88,411.00

School District: Grant

Special Assessments: NONE

2018 Winter Taxes in the amount of \$1,663.70 are PAID.

2019 Summer Taxes in the amount of \$979.02 are DUE, with a Summer deferment if paid by February 14, 2020.

Tax Parcel Number: 61-13-022-200-0003-00 (Parcels 4, 5 and add'l lan)

2019 State Equalized Value: \$182,600.00 Taxable Value: \$82,861.00

Principal Residence Exemption: 80% School District: Grant

Assessed Address: Hall Rd

Special Assessments: NONE

2018 Winter Taxes in the amount of \$2,749.81 are PAID.

2019 Summer Taxes in the amount of \$4,890.61 are DUE, with a Summer deferment if paid by February 14, 2020.

Tax Parcel Number: 61-13-022-100-0005-00 (Parcels 8, 9, 10 and 11)

2019 State Equalized Value: \$317,000.00 Taxable Value: \$220,777.00

Principal Residence Exemption: 100% School District: Kent City

Assessed Address: 726 Canada Rd

Special Assessments: NONE

2018 Winter Taxes in the amount of \$1,324.70 are PAID.

2019 Summer Taxes in the amount of \$947.00 are DUE, with a Summer deferment if paid by February 14, 2020.

Tax Parcel Number: 61-13-023-100-0001-00 (Parcels 6 and 7)

2019 State Equalized Value: \$133,200.00 Taxable Value: \$80,151.00

Principal Residence Exemption: 100% School District: Grant

Special Assessments: NONE

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

ISSUED BY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

Exceptions

File No.: GRC-136576

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B.
8. Taxes and assessments that become a lien against the property after date of closing. The company assumes no liability for tax increases occasioned by retroactive revaluation or changes in the land usage for the insured premises.
9. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
10. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise.
11. Right of Way Easement to Wolverine Electric Cooperative, Inc. for transmission line, recorded in Liber 1069, Page 644. (Parcel 1)

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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12. Right of Way Easement to the O&A Electric Cooperative, recorded in Liber 1779, Page 48. (Parcels 1 and 2)
13. Release of Right of Way to the County of Muskegon for highway purposes, recorded in Liber 122, Page 353. (Parcel 2)
14. Release of Right of Way to the County of Muskegon for highway purposes, recorded in Liber 122, Page 354. (Parcels 1 and 2)
15. Release of Right of Way to the County of Muskegon for highway purposes, recorded in Liber 122, Page 357. (Parcel 1)
16. Reservation of Minerals recorded in Liber 1308, Page 924 and in Liber 1385, Page 227. (Parcel 2)
17. Easement Agreement as to septic drain field, recorded in Liber 3794, Page 181, and the terms, provisions and conditions contained therein. (Parcel 3)
18. Oil and Gas Lease to Coaleum Corporation, recorded July 26, 1988 in Liber 1442, Page 388, as Assigned to Hunt Oil USA in Liber 1455, Page 260. (Parcels 1 and 2)
19. Oil and Gas Lease to Coaleum Corporation, recorded in Liber 1442, Page 390, as Assigned to Hunt Oil USA, Inc. in Liber 1455, Page 69, and as corrected in Liber 1449, Page 839. (Parcels 3, 4 and 5)
20. Oil and Gas Lease to Bishop Land Services, Inc., recorded October 24, 2013 in Liber 4002, Page 529, as Assigned to Interstate Explorations LLC in Liber 4011, Page 796. (Parcels 1, 2, 3, 4, 5, 6, 7 and additional land)
21. Oil and Gas Lease to Bishop Land Services, Inc., recorded October 24, 2013 in Liber 4002, Page 528, as Assigned to Interstate Explorations LLC in Liber 4011, Page 796. Also, Amendment of Lease Description recorded in Liber 4010, Page 996. (Parcels 8, 9, 10 and 11)
22. Memorandum of Land Lease with SGS Development, LLC for the Kenowas Ridge Wind Project, recorded June 26, 2018 in Liber 4160, Page 545, and the terms, provisions and conditions contained therein. (Parcels 4 and 5)
23. Collector Line Easement Agreement with SGS Development, LLC, and the terms, provisions and conditions contained therein. (Parcels 8, 9, 10 and 11)
24. Highway Easement Release to the State of Michigan and the terms, provisions and conditions contained therein. (Parcels 8, 9, 10 and 11)
25. Determination of Necessity and Taking Possession of Lands by the State Highway Department, recorded in Liber 170, Page 209, and the terms, provisions and conditions contained therein. (Parcels 8, 9, 10 and 11)
26. Right of Way to Michigan Bell Telephone Company recorded in Liber 1267, Page 64. (Parcels 8, 9, 10 and 11)

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ALTA Commitment For Title Insurance 8-1-16

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

ISSUED BY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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27. Right of Way to Michigan Bell Telephone Company recorded in Liber 1076, Page 385. (Parcels 4 and 5)
28. Easement to Consumers Power Company recorded in Liber 1210, Page 888. (Parcels 8, 9, 10 and 11)
29. Right of Way to Michigan Bell Telephone Company recorded in Liber 1252, Page 300. (Parcels 8, 9, 10 and 11)
30. Mortgage executed by Snappy Apple Enterprises, LLC, a limited liability company, Snappy Apple Farms, Inc., a Michigan corporation, and Eleanor J. Saur, a/k/a Eleanor Joan Saur, a/k/a E. Joan Saur to American Farm Mortgage Company, Inc., in the amount of \$1,000,000, dated April 29, 2009 and recorded May 5, 2009 in Liber 3811, Page 57, as Partially Released (releasing Parcels 8, 9, 10, 11 and other land) in Liber 3961, Page 712. (Parcels 1, 2, 3, 4, 5, 6, 7 and additional land)
31. Mortgage executed by Snappy Apple Enterprises, LLC, a limited liability company and Snappy Apple Farms, Inc., a Michigan corporation, to American Farm Mortgage Company, Inc., in the amount of \$1,000,000 dated April 11, 2018 and recorded April 12, 2018 in Liber 4154, Page 91. (Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and additional land)
32. UCC Financing Statement executed by Snappy Apple Enterprises, LLC to American Farm Mortgage Company, Inc., recorded April 23, 2018 in Liber 4155, Page 413. (Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and additional land)
33. Loss or damage sustained as a result of the failure to obtain an approved land split/division and reassessed legal description to accurately describe only the land insured herein. (Parcel 4, 5, 6, 7, 8, 9, 10 and 11)

PRELIMINARY

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ALTA Commitment For Title Insurance 8-1-16