

# BIDDER'S PACKET

## Cedar Creek Dairy Farm Land Auction

327 Acres of Farm Land, Dairy Buildings & Home  
Fremont, MI

Thursday, February 9, 2017  
6:00 PM

Auction to be held  
at Gerber Union  
Hall

5960 S. Warner  
Fremont, MI 49412



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

P: 1-800-LAST BID  
F: 1-616-583-5230  
WWW.1800LASTBID.COM

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## **NOTICE TO ALL BIDDERS**

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

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

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

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

### **NEW DATA:**

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

## **PROCEDURE FOR PURCHASING AT AUCTION**

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

### **REGISTRATION:**

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

### **BIDDING:**

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

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

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

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

### **CONCLUSION:**

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

## **HOW THE AUCTION WILL BE CONDUCTED**

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

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

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

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

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

Thank you for your consideration.

Miedema Auctioneering, Inc.

**Cedar Creek Dairy Farm Land Auction  
Fremont, MI  
Auction Announcements**

1. Parcels 1,7, and 8 are owned by Roger Pell and can be bid on individually or in any combination of these 3 parcels. Parcels 2,3,4,5, and 6 are owned by Connie Pell and can be bid on individually or in any combination of these 5 parcels. Because of the 2 different owners, parcels that are owned by Roger (1,7, and 8) cannot be combined with parcels that are owned by Connie (2,3,4,5, and 6), and vice versa. Please note this and bid accordingly.
2. Auction will be held at Gerber Union Hall, 5960 S. Warner, Fremont, MI on February 9, 2017 at 6 PM. Registration will begin at 5 PM.
3. A 10% non-refundable deposit will be required for the high bidder immediately after the conclusion of the auction. A good personal or company check will be accepted.
4. Open house dates:  
  
Saturday, January 28<sup>th</sup> 1 – 3 PM  
Wednesday, February 1<sup>st</sup> Noon – 3 PM
5. Possession for the home & buildings will be given 45 days after close. Possession on vacant land at closing.
6. There is no buyer's premium added to your bid.
7. The milking/dairy equipment is not included in the sale of the real estate.
8. 327 acres will be offered in 8 individual parcels.
9. All of the parcels except parcels 4 and 8 are enrolled in PA116. Buyer must sign new PA116 contract to take over the PA116 contract and requirements.
10. Per the Michigan PA 288 of 1967, as amended by the 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 3 – six (6) land divisions  
Parcel 5 – all available land divisions  
Parcel 7 – all available land divisions

Parcel 2 – all available land divisions  
Parcel 4 – zero (0) land divisions  
Parcel 6 – all available land divisions  
Parcel 8 – all available land divisions

## Property Information

### Parcel # 1:

Main Dairy Setup and Home. 39.75 Acres total, 24+ Tillable.

Buildings include:

- 2 Story Country Home, 1664 sq. Ft.- 5 Bedrooms, kitchen recently updated, new roof 3 years ago, Full, unfinished basement.
- Shop/Garage: 28' x 56' Pole Barn.
- Machine Shop: 40' x 60' Pole Barn, cement floor, electric.
- Dairy Building: 2640 Sq. Ft- Milkhouse, Parlor, Utility Room, Holding Pen, Double 4 Herringbone Parlor.
- Freestall: 5040 Sq. Ft., built in 1991, 60 Free Stalls, Pole Barn.
- 40' x 100' x 2' Bunk, Silo, 20' x 32' Harvestore, 20' x 70' Harvestore upright silos, (2) 20' x 60' concrete staves.
- Land is tilled.

### Parcel # 2:

40 Acres, 38+ acres are tillable, frontage on 32<sup>nd</sup> and Fitzgerald, land was tilled several years ago, prime farm land.

### Parcel # 3:

38.2 Acres (Building site offered separately as parcel 4) All tillable ground, frontage on 32<sup>nd</sup>, barn included, prime farm land.

### Parcel # 4:

1.18 Acre parcel, 214 x 240. With modular cement pad, well and septic, frontage on 32<sup>nd</sup>, can be bid on separately or together with parcel 3.

### Parcel # 5:

14 Acres total, all 14 acres are tillable, frontage on 32<sup>nd</sup>, prime farm land.

### Parcel # 6:

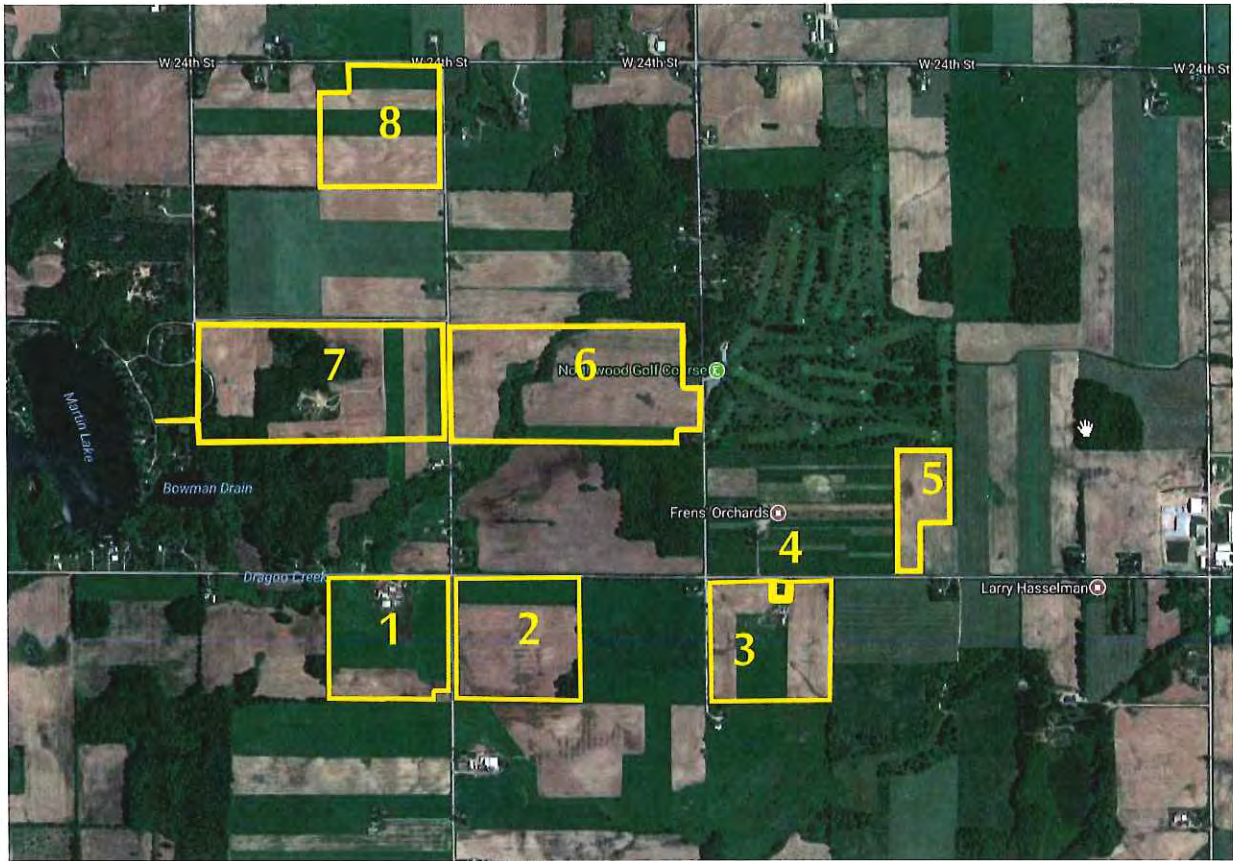
+/- 68 Acres tillable, frontage on Fitzgerald, directly across the road from parcel 7, prime farm land.

### Parcel # 7:

+/- 50 Acres tillable, includes sand pit on property, frontage on Fitzgerald and 28<sup>th</sup>.

### Parcel # 8:

+/- 36 Acres total, nearly all tillable, frontage on Fitzgerald and 24<sup>th</sup>, prime farm land.



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## Driving Directions

### Directions to Land (8496 W 32<sup>nd</sup> St., Fremont, MI 49412):

Parcels 1, 2, 3, 4, & 5 are located on 32<sup>nd</sup> street. From Fremont take M-120 North to 32<sup>nd</sup>, then East to the farm at 8496 W 32<sup>nd</sup> St., Fremont, MI 49412.

Parcels 6 & 7 are located North of parcel 1 & 2. Head North on Fitzgerald to 28<sup>th</sup> St for approx. half a mile. Parcel 7 is on the West side of Fitzgerald. Parcel 6 is on the East side of Fitzgerald.

Parcel 8 is located on 24<sup>th</sup> Ave which is approx. 1 mile North from parcel 6 & 7. Parcel 8 is on the West side of Fitzgerald.

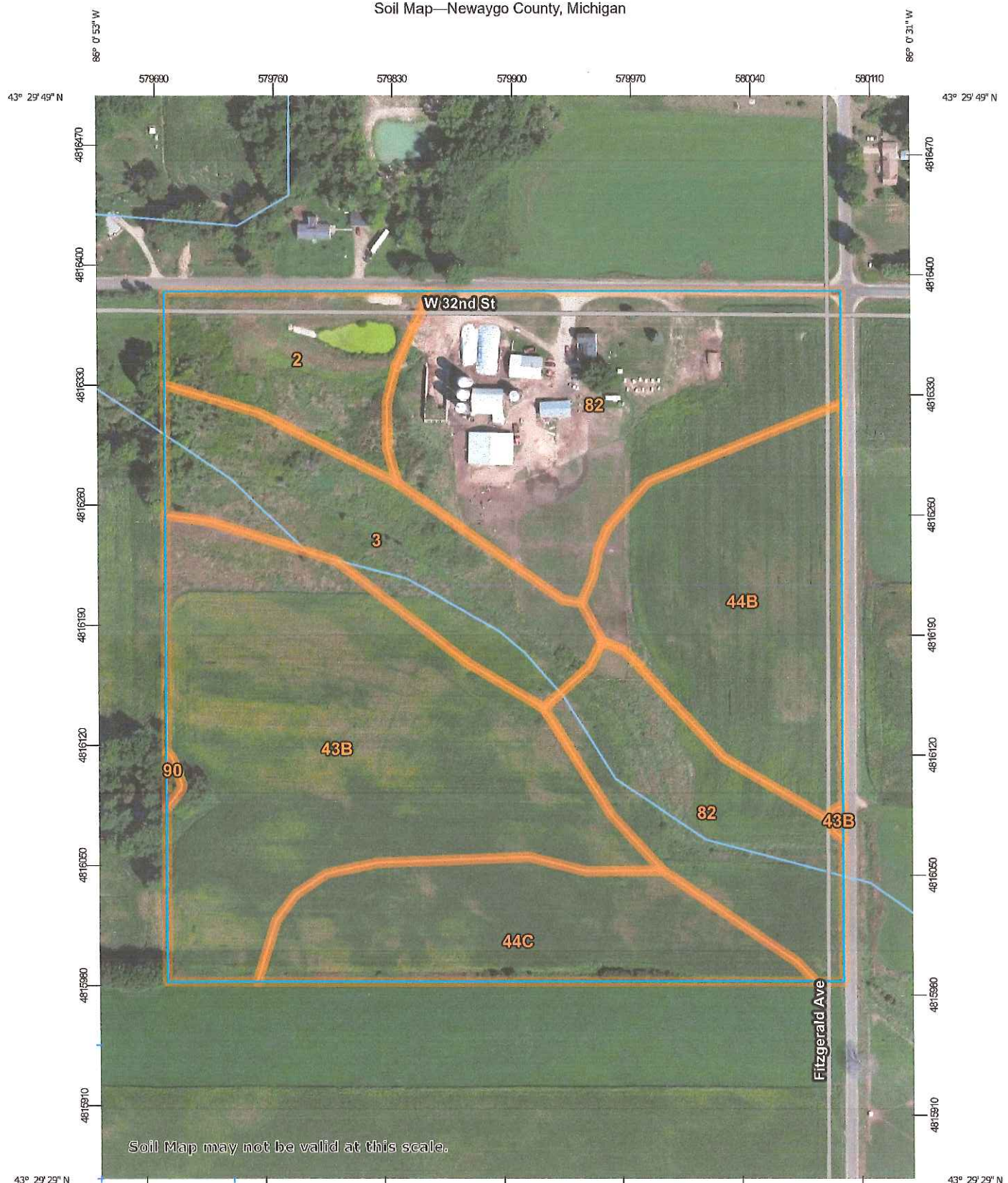
Look for auction signs!

### Directions to the Auction Site (5960 S. Warner, Fremont, MI 49412):

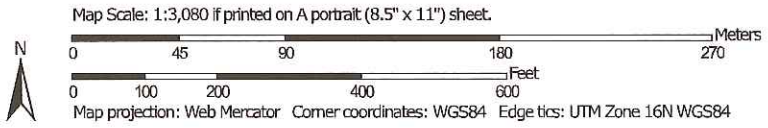
Auction will be held at Gerber Union Hall. Approx. 7 miles East on M-82 from M-120.

Parcel 1

Soil Map—Newaygo County, Michigan



Soil Map may not be valid at this scale.



## Map Unit Legend

Newaygo County, Michigan (MI123)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2	Glendora mucky sand	2.7	6.9%
3	Adrian muck, 0 to 1 percent slopes	4.3	10.9%
43B	Metea loamy sand, 1 to 6 percent slopes	10.6	26.6%
44B	Spinks loamy sand, 0 to 6 percent slopes	5.9	14.9%
44C	Spinks loamy sand, 6 to 12 percent slopes	4.6	11.5%
82	Alganssee loamy fine sand	11.5	29.1%
90	Histosols and Aquepts, ponded	0.0	0.1%
<b>Totals for Area of Interest</b>		<b>39.6</b>	<b>100.0%</b>

①

BS&A AccessMyGov will be undergoing maintenance on Saturday, December 17th from 8 AM EST to 5 PM EST. During this time the site may become unresponsive. We apologize for any inconvenience!

**8496 W 32ND ST** FREMONT, MI 49412 (Property Address)

Parcel Number: 13-29-100-002



**Property Owner:** PELL ROGER ET UX NANCY

**Summary Information**

> Assessed Value: \$189,600 | Taxable Value: \$163,413

Item 1 of 1 1 Image / 0 Sketches

**Owner and Taxpayer Information**

<b>Owner</b>	PELL ROGER ET UX NANCY 8496 32ND ST FREMONT, MI 49412	<b>Taxpayer</b>	SEE OWNER INFORMATION
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**General Information for Tax Year 2015**

<b>Property Class</b>	AGRICULTURAL 101	<b>Unit</b>	6218 DAYTON TOWNSHIP
<b>School District</b>	FREMONT SCHOOLS	<b>Assessed Value</b>	\$189,600
<b>Map #</b>	Not Available	<b>Taxable Value</b>	\$163,413
<b>User Number Idx</b>	0	<b>State Equalized Value</b>	\$189,600
<b>User Alpha 1</b>	Not Available	<b>Date of Last Name Change</b>	03/25/2004
<b>User Alpha 3</b>	Not Available	<b>Notes</b>	Not Available
<b>Historical District</b>	No	<b>Census Block Group</b>	Not Available
<b>User Alpha 2</b>	Not Available		

**Principal Residence Exemption Information**

**Homestead Date** Not Available

Qualified Agricultural	June 1st	Final
2015	100.0000 %	100.0000 %

**Previous Year Information**

Year	MBOR Assessed	Final SEV	Final Taxable
2014	\$187,600	\$187,600	\$160,840
2013	\$172,000	\$172,000	\$158,308
2012	\$166,900	\$166,900	\$154,598

**Land Information**

<b>Zoning Code</b>	LOCAL ZONE	<b>Total Acres</b>	40.000
<b>Land Value</b>	\$0	<b>Land Improvements</b>	\$6,442
<b>Renaissance Zone</b>	No	<b>Renaissance Zone Expiration Date</b>	Not Available
<b>ECF Neighborhood</b>	Not Available	<b>Mortgage Code</b>	Not Available
<b>Lot Dimensions/Comments</b>	Not Available	<b>Neighborhood Enterprise Zone</b>	No

Lot(s)	Frontage	Depth
No lots found.		
<b>Total Frontage: 0.00 ft</b>		<b>Average Depth: 0.00 ft</b>

**Legal Description**

NE 1/4 NW 1/4 EXC PAR 82.5 FT N & S BY 132 FT E & W IN SE COR SEC 29 T13N R14W 39.75A

⑩

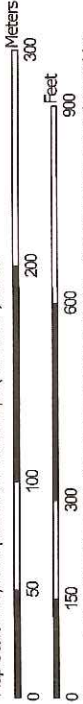


Parcel #2

Soil Map—Newaygo County, Michigan



Map Scale: 1:3,400 if printed on A landscape (11" x 8.5") sheet.



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



(=)

## Map Unit Legend

Newaygo County, Michigan (MI123)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
15B	Capac loam, 0 to 4 percent slopes	1.9	4.6%
41B	Marlette loam, 2 to 6 percent slopes	0.7	1.7%
41C	Filer loam, 6 to 12 percent slopes	4.6	11.4%
43B	Metea loamy sand, 1 to 6 percent slopes	18.7	46.5%
43C	Metea loamy sand, 6 to 12 percent slopes	2.3	5.7%
44B	Spinks loamy sand, 0 to 6 percent slopes	4.4	11.0%
44C	Spinks loamy sand, 6 to 12 percent slopes	4.8	11.9%
82	Alganssee loamy fine sand	1.8	4.5%
92B	Selfridge loamy sand, 0 to 4 percent slopes	1.1	2.8%
<b>Totals for Area of Interest</b>		<b>40.2</b>	<b>100.0%</b>



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Address Unknown

Parcel Number: 13-29-200-001

**Property Owner:** PELL CORNELIA TRUST

**Summary Information**

> Assessed Value: \$65,600 | Taxable Value: \$17,711

No Images Found

Owner and Taxpayer Information

<b>Owner</b>	PELL CORNELIA TRUST 300 CONNIE FREMONT, MI 49412	<b>Taxpayer</b>	SEE OWNER INFORMATION
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General Information for Tax Year 2015

<b>Property Class</b>	AGRICULTURAL 102	<b>Unit</b>	6218 DAYTON TOWNSHIP
<b>School District</b>	FREMONT SCHOOLS	<b>Assessed Value</b>	\$65,600
<b>Map #</b>	Not Available	<b>Taxable Value</b>	\$17,711
<b>User Number Idx</b>	0	<b>State Equalized Value</b>	\$65,600
<b>User Alpha 1</b>	Not Available	<b>Date of Last Name Change</b>	03/13/2014
<b>User Alpha 3</b>	Not Available	<b>Notes</b>	Not Available
<b>Historical District</b>	No	<b>Census Block Group</b>	Not Available
<b>User Alpha 2</b>	Not Available		

Principal Residence Exemption Information

**Homestead Date** Not Available

Qualified Agricultural	June 1st	Final
2015	100.0000 %	100.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2014	\$58,000	\$58,000	\$17,433
2013	\$50,400	\$50,400	\$17,159
2012	\$46,600	\$46,600	\$16,757

Land Information

<b>Zoning Code</b>	LOCAL ZONE	<b>Total Acres</b>	40.000
<b>Land Value</b>	\$131,200	<b>Land Improvements</b>	\$0
<b>Renaissance Zone</b>	No	<b>Renaissance Zone Expiration Date</b>	Not Available
<b>ECF Neighborhood</b>	Not Available	<b>Mortgage Code</b>	Not Available
<b>Lot Dimensions/Comments</b>	Not Available	<b>Neighborhood Enterprise Zone</b>	No

Lot(s)	Frontage	Depth
No lots found.		
<b>Total Frontage: 0.00 ft</b>		<b>Average Depth: 0.00 ft</b>

Legal Description

NW 1/4 NE 1/4 SEC. 29 T13N R14W 40 A



Parcel #3

Soil Map—Newaygo County, Michigan



Map Scale: 1:3,100 if printed on A portrait (8.5" x 11") sheet.



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



Natural Resources Conservation Service

Web Soil Survey National Cooperative Soil Survey

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## Map Unit Legend

Newaygo County, Michigan (MI123)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
4A	Cosad loamy sand, 0 to 3 percent slopes	0.1	0.2%
41B	Marlette loam, 2 to 6 percent slopes	8.8	23.0%
41C	Filer loam, 6 to 12 percent slopes	10.4	27.2%
41C2	Marlette loam, 6 to 12 percent slopes, eroded	16.9	44.2%
43B	Metea loamy sand, 1 to 6 percent slopes	2.0	5.2%
44C	Spinks loamy sand, 6 to 12 percent slopes	0.1	0.2%
<b>Totals for Area of Interest</b>		<b>38.1</b>	<b>100.0%</b>

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may need exceptions included - mobile home and

BS&A AccessMyGov will be undergoing maintenance on Saturday, December 17th from 8 AM EST to 5 PM EST. During this time the site may become unresponsive. We apologize for any inconvenience!

Address Unknown

Parcel Number: 13-28-100-001

**Property Owner:** PELL CORNELIA TRUST

**Summary Information**

> Assessed Value: \$95,300 | Taxable Value: \$53,914

No Images Found

Owner and Taxpayer Information

<b>Owner</b>	PELL CORNELIA TRUST 300 CONNIE FREMONT, MI 49412	<b>Taxpayer</b>	SEE OWNER INFORMATION
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General Information for Tax Year 2015

<b>Property Class</b>	AGRICULTURAL 101	<b>Unit</b>	6218 DAYTON TOWNSHIP
<b>School District</b>	FREMONT SCHOOLS	<b>Assessed Value</b>	\$95,300
<b>Map #</b>	Not Available	<b>Taxable Value</b>	\$53,914
<b>User Number Idx</b>	0	<b>State Equalized Value</b>	\$95,300
<b>User Alpha 1</b>	Not Available	<b>Date of Last Name Change</b>	03/13/2014
<b>User Alpha 3</b>	Not Available	<b>Notes</b>	Not Available
<b>Historical District</b>	No	<b>Census Block Group</b>	Not Available
<b>User Alpha 2</b>	Not Available		

Principal Residence Exemption Information

**Homestead Date** Not Available

Qualified Agricultural	June 1st	Final
2015	100.0000 %	100.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2014	\$89,400	\$89,400	\$53,065
2013	\$79,700	\$79,700	\$52,230
2012	\$75,500	\$75,500	\$51,006

Land Information

<b>Zoning Code</b>	LOCAL_ZONE	<b>Total Acres</b>	38.200
<b>Land Value</b>	\$0	<b>Land Improvements</b>	\$57,048
<b>Renaissance Zone</b>	No	<b>Renaissance Zone Expiration Date</b>	Not Available
<b>ECF Neighborhood</b>	Not Available	<b>Mortgage Code</b>	Not Available
<b>Lot Dimensions/Comments</b>	Not Available	<b>Neighborhood Enterprise Zone</b>	No

Lot(s)	Frontage	Depth
No lots found.		
<b>Total Frontage: 0.00 ft</b>		<b>Average Depth: 0.00 ft</b>

Legal Description

NW 1/4 NW 1/4 EXC W 33 FT THEREOF ALSO EXC COM 664 FT E OF NW COR SD SEC TH E 214 FT S 240 FT W 214 FT N 240 FT TO POB SEC 28 T13N R14W

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Parcel #4

Soil Map—Newaygo County, Michigan



Soil Map may not be valid at this scale.

Map Scale: 1:1,500 if printed on A portrait (8.5" x 11") sheet.



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



Natural Resources Conservation Service

Web Soil Survey National Cooperative Soil Survey

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## Map Unit Legend

Newaygo County, Michigan (MI123)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
41B	Marlette loam, 2 to 6 percent slopes	1.1	90.2%
41C	Filer loam, 6 to 12 percent slopes	0.1	9.8%
<b>Totals for Area of Interest</b>		<b>1.2</b>	<b>100.0%</b>



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7908 W 32ND ST FREMONT, MI 49412 (Property Address)

Parcel Number: 13-28-100-002

Property Owner: PELL CORNELIA TRUST

Summary Information

> Assessed Value: \$8,700 | Taxable Value: \$8,287

No Images Found

Owner and Taxpayer Information

<b>Owner</b>	PELL CORNELIA TRUST 300 CONNIE FREMONT, MI 49412	<b>Taxpayer</b>	SEE OWNER INFORMATION
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General Information for Tax Year 2015

<b>Property Class</b>	RESIDENTIAL	<b>Unit</b>	6218 DAYTON TOWNSHIP
<b>School District</b>	FREMONT SCHOOLS	<b>Assessed Value</b>	\$8,700
<b>Map #</b>	Not Available	<b>Taxable Value</b>	\$8,287
<b>User Number Idx</b>	0	<b>State Equalized Value</b>	\$8,700
<b>User Alpha 1</b>	Not Available	<b>Date of Last Name Change</b>	03/13/2014
<b>User Alpha 3</b>	Not Available	<b>Notes</b>	Not Available
<b>Historical District</b>	No	<b>Census Block Group</b>	Not Available
<b>User Alpha 2</b>	Not Available		

Principal Residence Exemption Information

Homestead Date Not Available

Principal Residence Exemption	June 1st	Final
2015	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2014	\$13,300	\$13,300	\$12,757
2013	\$13,200	\$13,200	\$12,557
2012	\$13,200	\$13,200	\$12,263

Land Information

<b>Zoning Code</b>	LOCAL ZONE	<b>Total Acres</b>	0.000
<b>Land Value</b>	\$0	<b>Land Improvements</b>	\$2,814
<b>Renaissance Zone</b>	No	<b>Renaissance Zone Expiration Date</b>	Not Available
<b>ECF Neighborhood</b>	Not Available	<b>Mortgage Code</b>	Not Available
<b>Lot Dimensions/Comments</b>	Not Available	<b>Neighborhood Enterprise Zone</b>	No

Lot(s)	Frontage	Depth
No lots found.		
<b>Total Frontage: 0.00 ft</b>		<b>Average Depth: 0.00 ft</b>

Legal Description

COM. 664 FT. E OF NW COR. SD. SEC. TH. E 214 FT. S 240 FT. W 214 FT. N 240 FT. TO P.O.B. SEC. 28 T13N R14W

Land Division Act Information

<b>Date of Last Split/Combine</b>	Not Available	<b>Number of Splits Left</b>	Not Available
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Parcel # 5

Soil Map—Newaygo County, Michigan



Soil Map may not be valid at this scale.

Map Scale: 1:2,320 if printed on A portrait (8.5" x 11") sheet.



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



Natural Resources Conservation Service

Web Soil Survey National Cooperative Soil Survey



## Map Unit Legend

Newaygo County, Michigan (MI123)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
29C	Coloma sand, 6 to 12 percent slopes	1.5	10.5%
43B	Metea loamy sand, 1 to 6 percent slopes	12.8	89.5%
<b>Totals for Area of Interest</b>		<b>14.3</b>	<b>100.0%</b>



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Address Unknown

Parcel Number: 13-21-300-005

**Property Owner:** PELL CORNELIA TRUSTEE

**Summary Information**

> Assessed Value: \$25,000 | Taxable Value: \$8,023

No Images Found

Owner and Taxpayer Information

<b>Owner</b>	PELL CORNELIA TRUSTEE 300 CONNIE FREMONT, MI 49412	<b>Taxpayer</b>	SEE OWNER INFORMATION
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General Information for Tax Year 2015

<b>Property Class</b>	AGRICULTURAL 102	<b>Unit</b>	6218 DAYTON TOWNSHIP
<b>School District</b>	FREMONT SCHOOLS	<b>Assessed Value</b>	\$25,000
<b>Map #</b>	Not Available	<b>Taxable Value</b>	\$8,023
<b>User Number Idx</b>	0	<b>State Equalized Value</b>	\$25,000
<b>User Alpha 1</b>	Not Available	<b>Date of Last Name Change</b>	03/13/2014
<b>User Alpha 3</b>	Not Available	<b>Notes</b>	Not Available
<b>Historical District</b>	No	<b>Census Block Group</b>	Not Available
<b>User Alpha 2</b>	Not Available		

**Principal Residence Exemption Information**

**Homestead Date** Not Available

Qualified Agricultural	June 1st	Final
2015	100.0000 %	100.0000 %

**Previous Year Information**

Year	MBOR Assessed	Final SEV	Final Taxable
2014	\$22,100	\$22,100	\$7,897
2013	\$19,200	\$19,200	\$7,773
2012	\$17,800	\$17,800	\$7,591

Land Information

<b>Zoning Code</b>	LOCAL ZONE	<b>Total Acres</b>	14.000
<b>Land Value</b>	\$50,000	<b>Land Improvements</b>	\$0
<b>Renaissance Zone</b>	No	<b>Renaissance Zone Expiration Date</b>	Not Available
<b>ECF Neighborhood</b>	Not Available	<b>Mortgage Code</b>	Not Available
<b>Lot Dimensions/Comments</b>	Not Available	<b>Neighborhood Enterprise Zone</b>	No

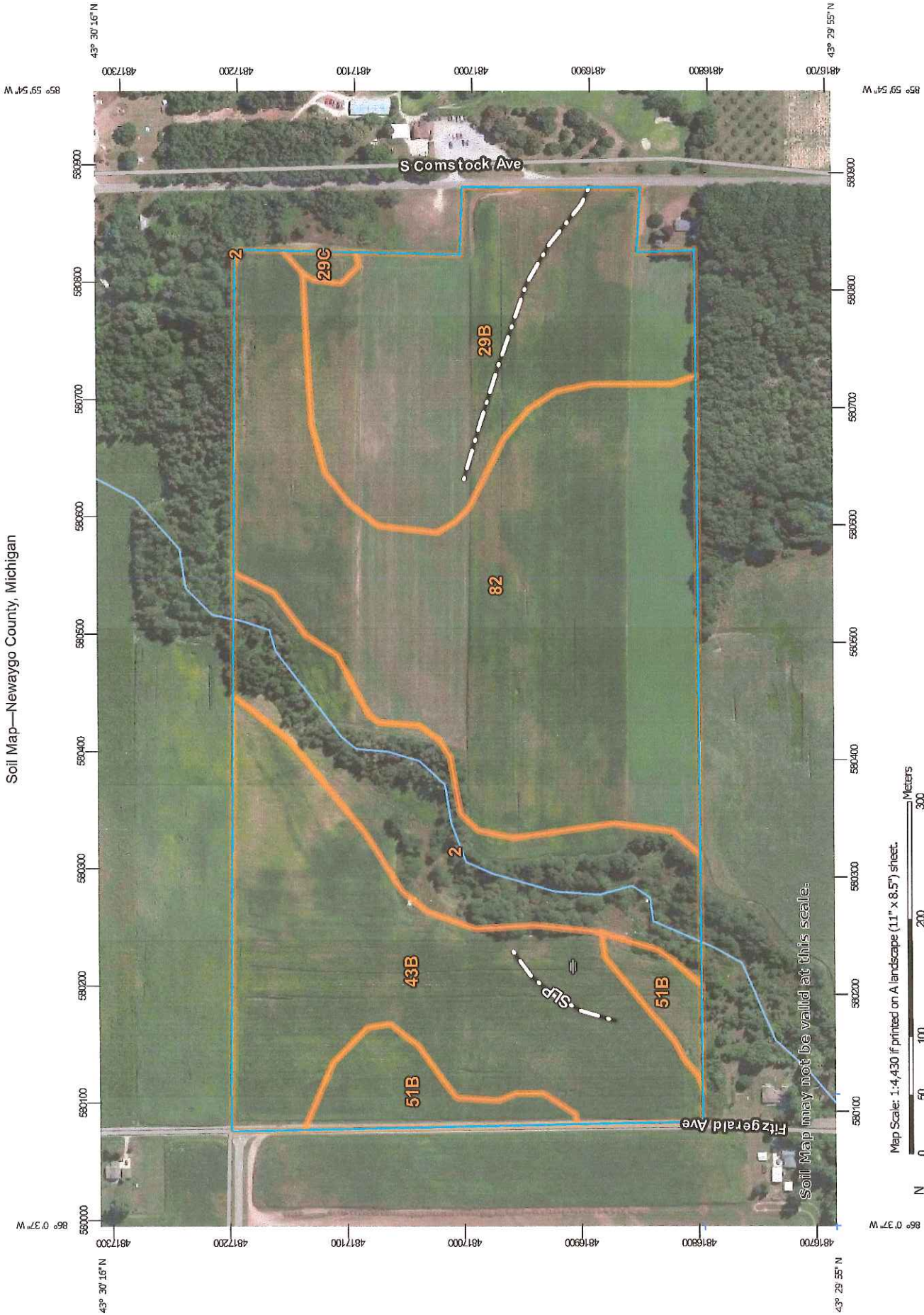
Lot(s)	Frontage	Depth
No lots found.		
<b>Total Frontage: 0.00 ft</b>		<b>Average Depth: 0.00 ft</b>

Legal Description

COM 1996.5 FT E OF NW COR S 1/2SW 1/4 E 618.75 FT S 792 FT W 330 FT S 528 FT W TO A PT S OF BEG N TO BEG SEC. 21 T13N R14W



Parcel #6



Soil Map—Newaygo County, Michigan

Soil Map may not be valid at this scale.

Map Scale: 1:4,430 if printed on A landscape (11" x 8.5") sheet.

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



23

## Map Unit Legend

Newaygo County, Michigan (M123)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2	Glendora mucky sand	10.5	13.9%
29B	Coloma sand, 0 to 6 percent slopes	15.5	20.6%
29C	Coloma sand, 6 to 12 percent slopes	0.3	0.4%
43B	Metea loamy sand, 1 to 6 percent slopes	17.4	23.1%
51B	Thetford loamy fine sand, 0 to 4 percent slopes	3.7	4.9%
82	Alganssee loamy fine sand	28.1	37.2%
<b>Totals for Area of Interest</b>		<b>75.5</b>	<b>100.0%</b>

*Part of # 6*

BS&A AccessMyGov will be undergoing maintenance on Saturday, December 17th from 8 AM EST to 5 PM EST. During this time the site may become unresponsive. We apologize for any inconvenience!

Address Unknown

Parcel Number: 13-20-400-001

**Property Owner:** PELL CORNELIA TRUSTEE

**Summary Information**

> Assessed Value: \$58,800 | Taxable Value: \$16,227

No Images Found

Owner and Taxpayer Information

<b>Owner</b>	PELL CORNELIA TRUSTEE 300 CONNIE FREMONT, MI 49412	<b>Taxpayer</b>	SEE OWNER INFORMATION
--------------	--	-----------------	-----------------------

General Information for Tax Year 2015

<b>Property Class</b>	AGRICULTURAL 102	<b>Unit</b>	6218 DAYTON TOWNSHIP
<b>School District</b>	FREMONT SCHOOLS	<b>Assessed Value</b>	\$58,800
<b>Map #</b>	Not Available	<b>Taxable Value</b>	\$16,227
<b>User Number Idx</b>	0	<b>State Equalized Value</b>	\$58,800
<b>User Alpha 1</b>	Not Available	<b>Date of Last Name Change</b>	03/13/2014
<b>User Alpha 3</b>	Not Available	<b>Notes</b>	Not Available
<b>Historical District</b>	No	<b>Census Block Group</b>	Not Available
<b>User Alpha 2</b>	Not Available		

**Principal Residence Exemption Information**

**Homestead Date** Not Available

Qualified Agricultural	June 1st	Final
2015	100.0000 %	100.0000 %

**Previous Year Information**

Year	MBOR Assessed	Final SEV	Final Taxable
2014	\$52,500	\$52,500	\$15,972
2013	\$46,200	\$46,200	\$15,721
2012	\$43,100	\$43,100	\$15,353

Land Information

<b>Zoning Code</b>	LOCAL ZONE	<b>Total Acres</b>	52.000
<b>Land Value</b>	\$117,600	<b>Land Improvements</b>	\$0
<b>Renaissance Zone</b>	No	<b>Renaissance Zone Expiration Date</b>	Not Available
<b>ECF Neighborhood</b>	Not Available	<b>Mortgage Code</b>	Not Available
<b>Lot Dimensions/Comments</b>	Not Available	<b>Neighborhood Enterprise Zone</b>	No

Lot(s)	Frontage	Depth
No lots found.		
<b>Total Frontage: 0.00 ft</b>		<b>Average Depth: 0.00 ft</b>

Legal Description

N 1/2 N 1/2 SE 1/4 EXC. E 200 FT. THEREOF SEC. 20 T13N R14W

*Part of file*

BS&A AccessMyGov will be undergoing maintenance on Saturday, December 17th from 8 AM EST to 5 PM EST. During this time the site may become unresponsive. We apologize for any inconvenience!

Address Unknown

Parcel Number: 13-20-400-003

**Property Owner:** PELL CORNELIA TRUST

*Summary Information*

> Assessed Value: \$63,100 | Taxable Value: \$17,711

No Images Found

Owner and Taxpayer Information

<b>Owner</b>	PELL CORNELIA TRUST 300 CONNIE FREMONT, MI 49412	<b>Taxpayer</b>	SEE OWNER INFORMATION
--------------	--	-----------------	-----------------------

General Information for Tax Year 2015

<b>Property Class</b>	AGRICULTURAL 102	<b>Unit</b>	6218 DAYTON TOWNSHIP
<b>School District</b>	FREMONT SCHOOLS	<b>Assessed Value</b>	\$63,100
<b>Map #</b>	<i>Not Available</i>	<b>Taxable Value</b>	\$17,711
<b>User Number Idx</b>	0	<b>State Equalized Value</b>	\$63,100
<b>User Alpha 1</b>	<i>Not Available</i>	<b>Date of Last Name Change</b>	03/13/2014
<b>User Alpha 3</b>	<i>Not Available</i>	<b>Notes</b>	<i>Not Available</i>
<b>Historical District</b>	No	<b>Census Block Group</b>	<i>Not Available</i>
<b>User Alpha 2</b>	<i>Not Available</i>		

**Principal Residence Exemption Information**

**Homestead Date** *Not Available*

Qualified Agricultural	June 1st	Final
2015	100.0000 %	100.0000 %

**Previous Year Information**

Year	MBOR Assessed	Final SEV	Final Taxable
2014	\$56,200	\$56,200	\$17,433
2013	\$49,300	\$49,300	\$17,159
2012	\$45,800	\$45,800	\$16,757

Land Information

<b>Zoning Code</b>	LOCAL ZONE	<b>Total Acres</b>	39.310
<b>Land Value</b>	\$126,200	<b>Land Improvements</b>	\$0
<b>Renaissance Zone</b>	No	<b>Renaissance Zone Expiration Date</b>	<i>Not Available</i>
<b>ECF Neighborhood</b>	<i>Not Available</i>	<b>Mortgage Code</b>	<i>Not Available</i>
<b>Lot Dimensions/Comments</b>	<i>Not Available</i>	<b>Neighborhood Enterprise Zone</b>	No

Lot(s)	Frontage	Depth
No lots found.		
<b>Total Frontage: 0.00 ft</b>		<b>Average Depth: 0.00 ft</b>

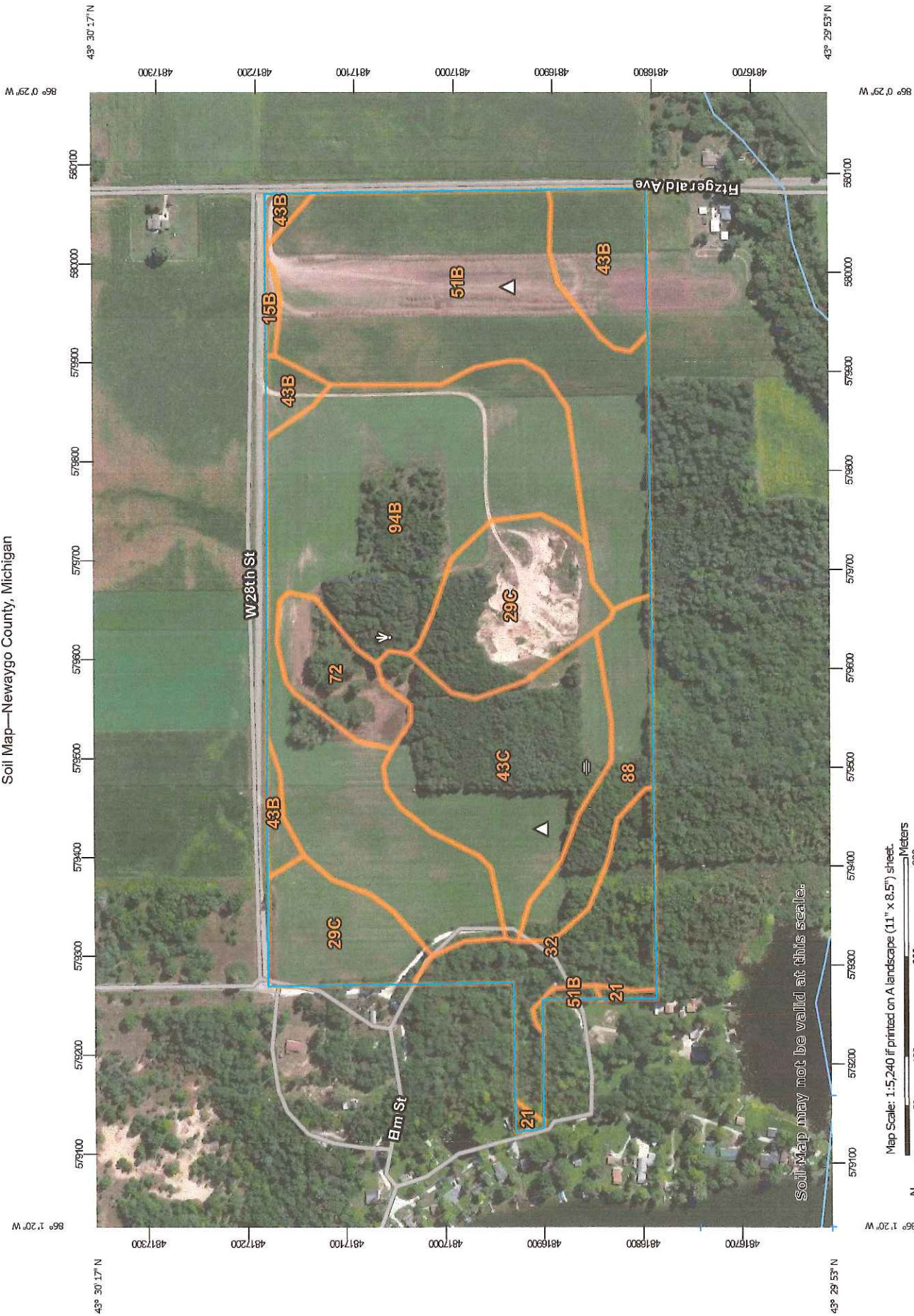
Legal Description

S 1/2 N 1/2 SE 1/4 EXC. COM. AT SE COR. TH. N 150 FT. W 200 FT. S 150 FT. E 200 FT. TO P.O.B. SEC. 20 T13N R14W



Parcel # 27

Soil Map—Newaygo County, Michigan



Soil Map may not be valid at this scale.

Map Scale: 1:5,240 if printed on A landscape (11" x 8.5") sheet.



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



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## Map Unit Legend

Newaygo County, Michigan (MI123)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
15B	Capac loam, 0 to 4 percent slopes	0.3	0.3%
21	Kingsville mucky sand	0.3	0.4%
29C	Coloma sand, 6 to 12 percent slopes	9.8	12.4%
32	Carlisle muck, 0 to 2 percent slopes	5.5	7.0%
43B	Metea loamy sand, 1 to 6 percent slopes	5.0	6.3%
43C	Metea loamy sand, 6 to 12 percent slopes	9.9	12.5%
51B	Thetford loamy fine sand, 0 to 4 percent slopes	18.2	23.1%
72	Udipsamments, nearly level and gently sloping	2.8	3.6%
88	Ceresco fine sandy loam	4.1	5.2%
94B	Brema sand, 0 to 4 percent slopes	23.1	29.2%
<b>Totals for Area of Interest</b>		<b>78.9</b>	<b>100.0%</b>

① ② ③ 7

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Address Unknown

Parcel Number: 13-20-300-001



Item 1 of 2 2 Images / 0 Sketches

**Property Owner:** PELL ROGER ET UX NANCY

**Summary Information**  
 > Assessed Value: \$94,000 | Taxable Value: \$27,105

Owner and Taxpayer Information

<b>Owner</b>	PELL ROGER ET UX NANCY 8496 W 32ND ST FREMONT, MI 49412	<b>Taxpayer</b>	SEE OWNER INFORMATION
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General Information for Tax Year 2015

<b>Property Class</b>	AGRICULTURAL 102	<b>Unit</b>	6218 DAYTON TOWNSHIP
<b>School District</b>	FREMONT SCHOOLS	<b>Assessed Value</b>	\$94,000
<b>Map #</b>	Not Available	<b>Taxable Value</b>	\$27,105
<b>User Number Idx</b>	0	<b>State Equalized Value</b>	\$94,000
<b>User Alpha 1</b>	Not Available	<b>Date of Last Name Change</b>	03/25/2004
<b>User Alpha 3</b>	Not Available	<b>Notes</b>	Not Available
<b>Historical District</b>	No	<b>Census Block Group</b>	Not Available
<b>User Alpha 2</b>	Not Available		

Principal Residence Exemption Information

**Homestead Date** Not Available

Qualified Agricultural	June 1st	Final
2015	100.0000 %	100.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2014	\$87,800	\$87,800	\$26,679
2013	\$81,600	\$81,600	\$26,259
2012	\$78,500	\$78,500	\$25,644

Land Information

<b>Zoning Code</b>	LOCAL_ZONE	<b>Total Acres</b>	80.000
<b>Land Value</b>	\$188,000	<b>Land Improvements</b>	\$0
<b>Renaissance Zone</b>	No	<b>Renaissance Zone Expiration Date</b>	Not Available
<b>ECF Neighborhood</b>	Not Available	<b>Mortgage Code</b>	Not Available
<b>Lot Dimensions/Comments</b>	Not Available	<b>Neighborhood Enterprise Zone</b>	No

Lot(s)	Frontage	Depth
No lots found.		
<b>Total Frontage: 0.00 ft</b>		<b>Average Depth: 0.00 ft</b>

Legal Description

N 1/2 SW 1/4 SEC. 20 T13N R14W 80 A

29



Parcel # 8

Soil Map—Newaygo County, Michigan



Soil Map may not be valid at this scale.

Map Scale: 1:3,120 if printed on A portrait (8.5" x 11") sheet.



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



Natural Resources Conservation Service

Web Soil Survey National Cooperative Soil Survey

1/5/2017 Page 1 of 3

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## Map Unit Legend

Newaygo County, Michigan (MI123)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
41B	Mariette loam, 2 to 6 percent slopes	9.4	25.4%
41C	Filer loam, 6 to 12 percent slopes	6.4	17.4%
43B	Metea loamy sand, 1 to 6 percent slopes	20.9	56.5%
51B	Thetford loamy fine sand, 0 to 4 percent slopes	0.2	0.6%
<b>Totals for Area of Interest</b>		<b>37.0</b>	<b>100.0%</b>

## MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

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

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










































Soil Survey Area: Newaygo County, Michigan  
 Survey Area Data: Version 11, Sep 21, 2016

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

Date(s) aerial images were photographed: Aug 19, 2011—Aug 28, 2011

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

## MAP LEGEND

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

32

8

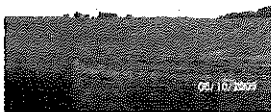
Address Unknown

Parcel Number: 13-20-100-013

Property Owner: PELL ROGER L ET UX NANCY N

Summary Information

> Assessed Value: \$69,000 | Taxable Value: \$19,695



Item 1 of 1 1 Image / 0 Sketches

Owner and Taxpayer Information

<b>Owner</b>	PELL ROGER L ET UX NANCY N 8496 32ND ST FREMONT, MI 49412	<b>Taxpayer</b>	SEE OWNER INFORMATION
--------------	---	-----------------	-----------------------

General Information for Tax Year 2015

<b>Property Class</b>	AGRICULTURAL 102	<b>Unit</b>	6218 DAYTON TOWNSHIP
<b>School District</b>	FREMONT SCHOOLS	<b>Assessed Value</b>	\$69,000
<b>Map #</b>	Not Available	<b>Taxable Value</b>	\$19,695
<b>User Number Idx</b>	0	<b>State Equalized Value</b>	\$69,000
<b>User Alpha 1</b>	Not Available	<b>Date of Last Name Change</b>	12/26/2003
<b>User Alpha 3</b>	Not Available	<b>Notes</b>	Not Available
<b>Historical District</b>	No	<b>Census Block Group</b>	Not Available
<b>User Alpha 2</b>	Not Available		

Principal Residence Exemption Information

**Homestead Date** Not Available

Qualified Agricultural	June 1st	Final
2015	100.0000 %	100.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2014	\$61,000	\$61,000	\$19,385
2013	\$53,000	\$53,000	\$19,080
2012	\$49,000	\$49,000	\$18,633

Land Information

<b>Zoning Code</b>	LOCAL ZONE	<b>Total Acres</b>	37.000
<b>Land Value</b>	\$138,000	<b>Land Improvements</b>	\$0
<b>Renaissance Zone</b>	No	<b>Renaissance Zone Expiration Date</b>	Not Available
<b>ECF Neighborhood</b>	Not Available	<b>Mortgage Code</b>	Not Available
<b>Lot Dimensions/Comments</b>	Not Available	<b>Neighborhood Enterprise Zone</b>	No

Lot(s)	Frontage	Depth
No lots found.		
<b>Total Frontage: 0.00 ft</b>		<b>Average Depth: 0.00 ft</b>

Legal Description

NE1/4 NW1/4 EXC N 300 FT OF W 300 FT THEREOF 37.94 A M/L SEC 20, T13N R14W

Land Division Act Information

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Parcel # 1

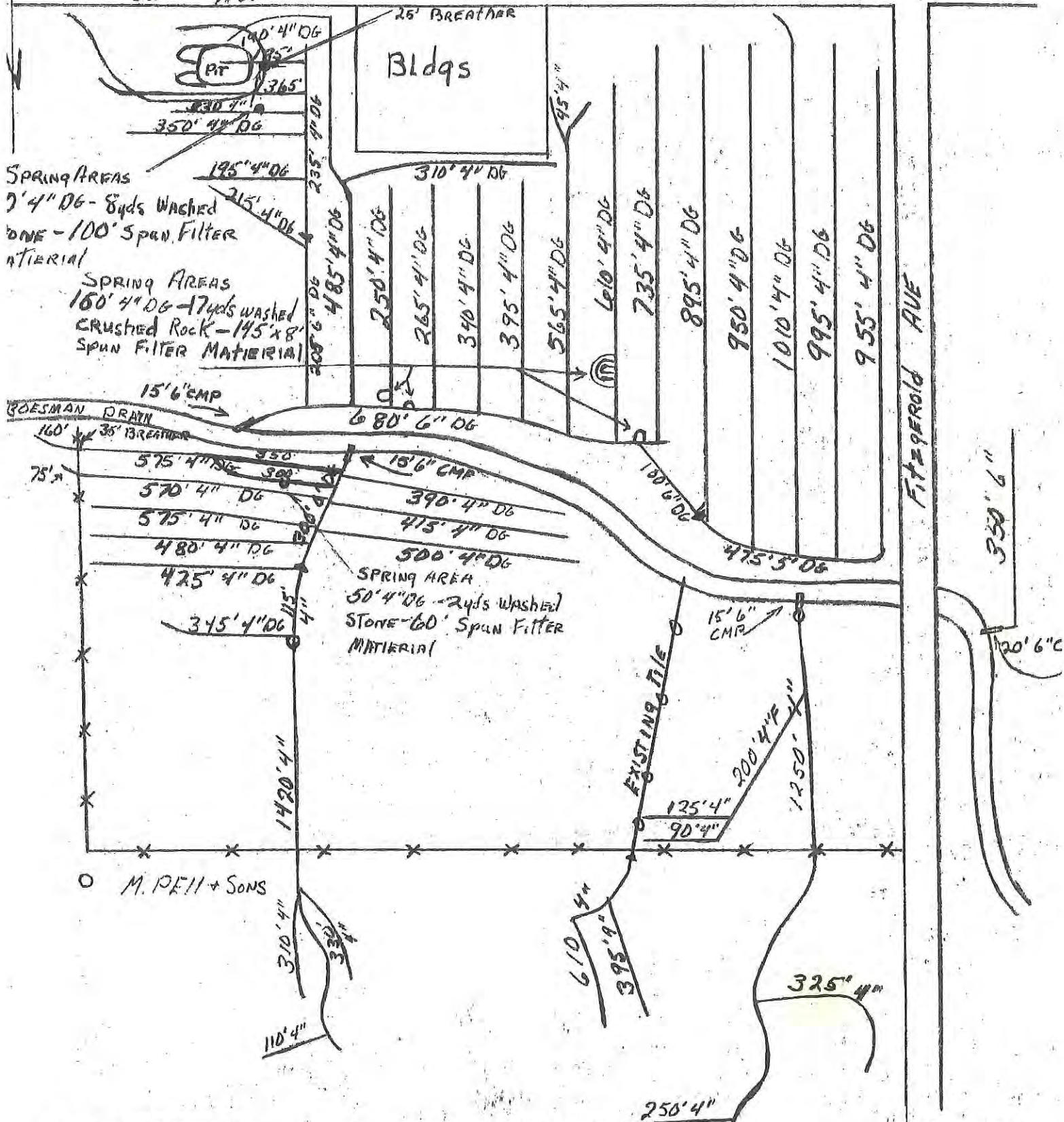


# Jacobs Trenching CARL PELL FARMS

JUNE 1980 2800'  
APRIL 1983 415'  
32nd AVE

DRAINAGE SPECIALIST

Aug 1979 Total 15390'



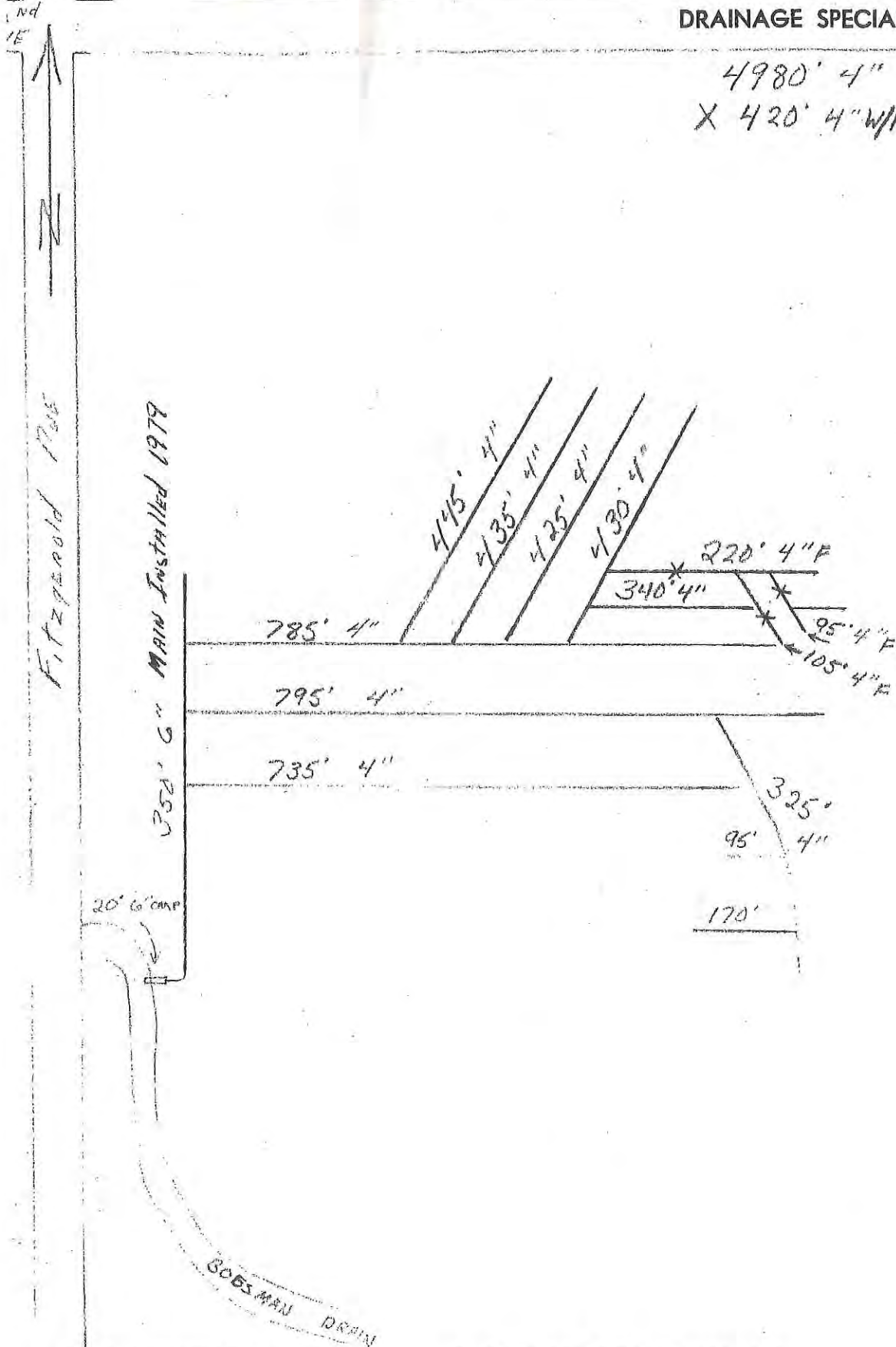
Parcel # 2



# Jacobs Trenching C+R PELL FARMS

DRAINAGE SPECIALIST

4980' 4" JUNE 1980  
X 420' 4" W/F APRIL 1983



Parcel # 6

# Jacobs Trenching

CARL PELL FARMS



DRAINAGE SPECIALIST



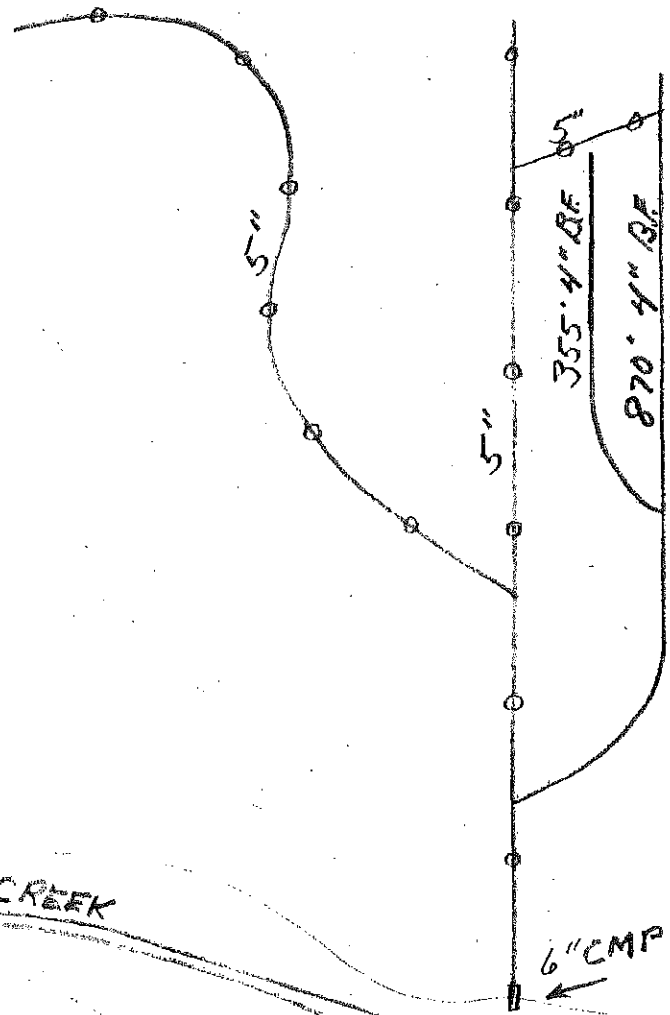
COMSTOCK AVE

Existing Tile - 1971

BEAN FILTER JUNE 1982

1225' Total

Bldg  
SITE



RAVINE \* CREEK

6" CMP

MICHIGAN  
NEWAYGO



United States Department of Agriculture  
Farm Service Agency

FARM : 4026

Prepared : Jan 18, 2017

Crop Year : 2017

Form: FSA-156EZ

See Page 5 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : ROGER L PELL  
Farms Associated with Operator : 26-123-717, 26-123-4026  
CRP Contract Number(s) : None

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
360.68	303.09	308.49	0.00	0.00	0.00	0.00	0.00	Active	8
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag. Related Activity	
0.00	0.00	308.49	0.00		0.00	No	0.00	5.40	

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield	HIP
Corn	194.47	0.00	0	100	
Soybeans	8.23	0.00	0	29	
<b>TOTAL</b>	<b>202.70</b>	<b>0.00</b>			

NOTES

Tract Number : 231  
Description : B-13 NE4 NW4 T13NR14W 20  
BIA Unit Range Number :  
HEL Status : HEL field on tract.Conservation system being actively applied  
Wetland Status : Tract does not contain a wetland  
WL Violations : None  
Owners : ROGER L PELL, NANCY N PELL  
Other Producers : None

PARCEL 8

Tract Land Data

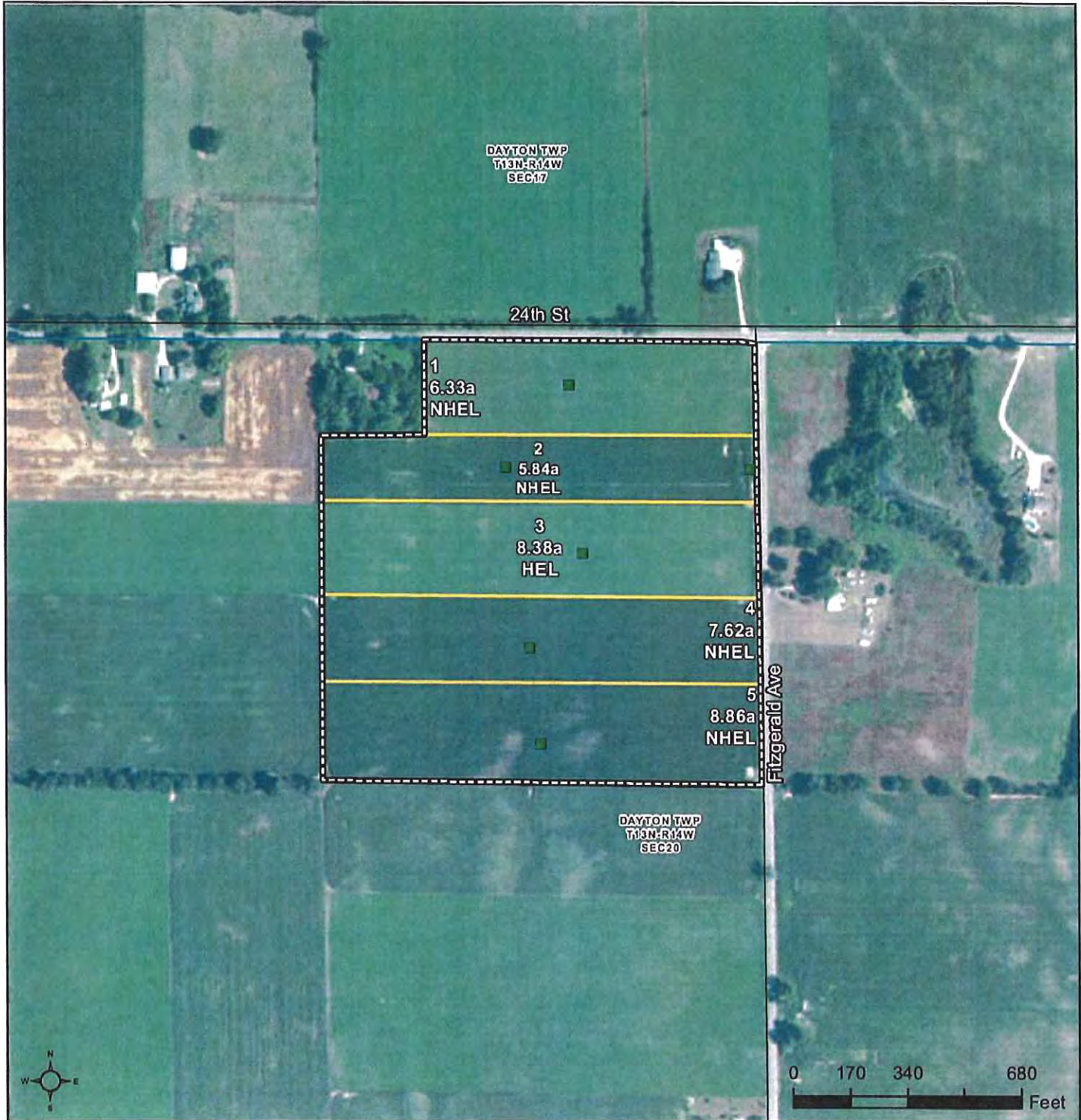
Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
37.03	37.03	37.03	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Related Activity	
0.00	0.00	37.03	0.00	0.00	0.00	0.00	

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield
Corn	30.00	0.00	0	100
<b>TOTAL</b>	<b>30.00</b>	<b>0.00</b>		

NOTES





**Common Land Unit**

- Common Land Unit
- Tract Boundary
- Section Line

Cropland CLU's contain white text with a thin black outline;  
 Non-Cropland CLU's contain black text with a thin white outline.

**Wetland Determination Identifiers**

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

2017 Program Year

Map Created September 28, 2016  
 2016 NAIP Early Access Imagery

**Farm 4026**  
**Tract 231**

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Abbreviated 156 Farm Record

**Tract Number** : 234  
**Description** : C-18 E2 SE4 SW4 T13NR14W 21  
**BIA Unit Range Number** :  
**HEL Status** : NHEL: No agricultural commodity planted on undetermined fields  
**Wetland Status** : Wetland determinations not complete  
**WL Violations** : None  
**Owners** : CARL PELL TRUST  
**Other Producers** : None

PARCEL 5

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
15.29	14.81	14.81	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Related Activity	
0.00	0.00	14.81	0.00	0.00	0.00	0.00	

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield
Soybeans	8.23	0.00	0	29
<b>TOTAL</b>	<b>8.23</b>	<b>0.00</b>		

NOTES

**Tract Number** : 235  
**Description** : C-13 NW4 NW4 T13N14W 28  
**BIA Unit Range Number** :  
**HEL Status** : HEL field on tract.Conservation system being actively applied  
**Wetland Status** : Wetland determinations not complete  
**WL Violations** : None  
**Owners** : CORNELIA PELL TRUST  
**Other Producers** : None

PARCEL 3

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
38.92	37.03	37.03	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Related Activity	
0.00	0.00	37.03	0.00	0.00	0.00	0.00	

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield
Corn	30.00	0.00	0	100
<b>TOTAL</b>	<b>30.00</b>	<b>0.00</b>		

NOTES



- Common Land Unit**
- Common Land Unit
  - Tract Boundary
  - Section Line

- Wetland Determination Identifiers**
- Restricted Use
  - ▼ Limited Restrictions
  - Exempt from Conservation Compliance Provisions

Cropland CLU's contain white text with a thin black outline;  
 Non-Cropland CLU's contain black text with a thin white outline.

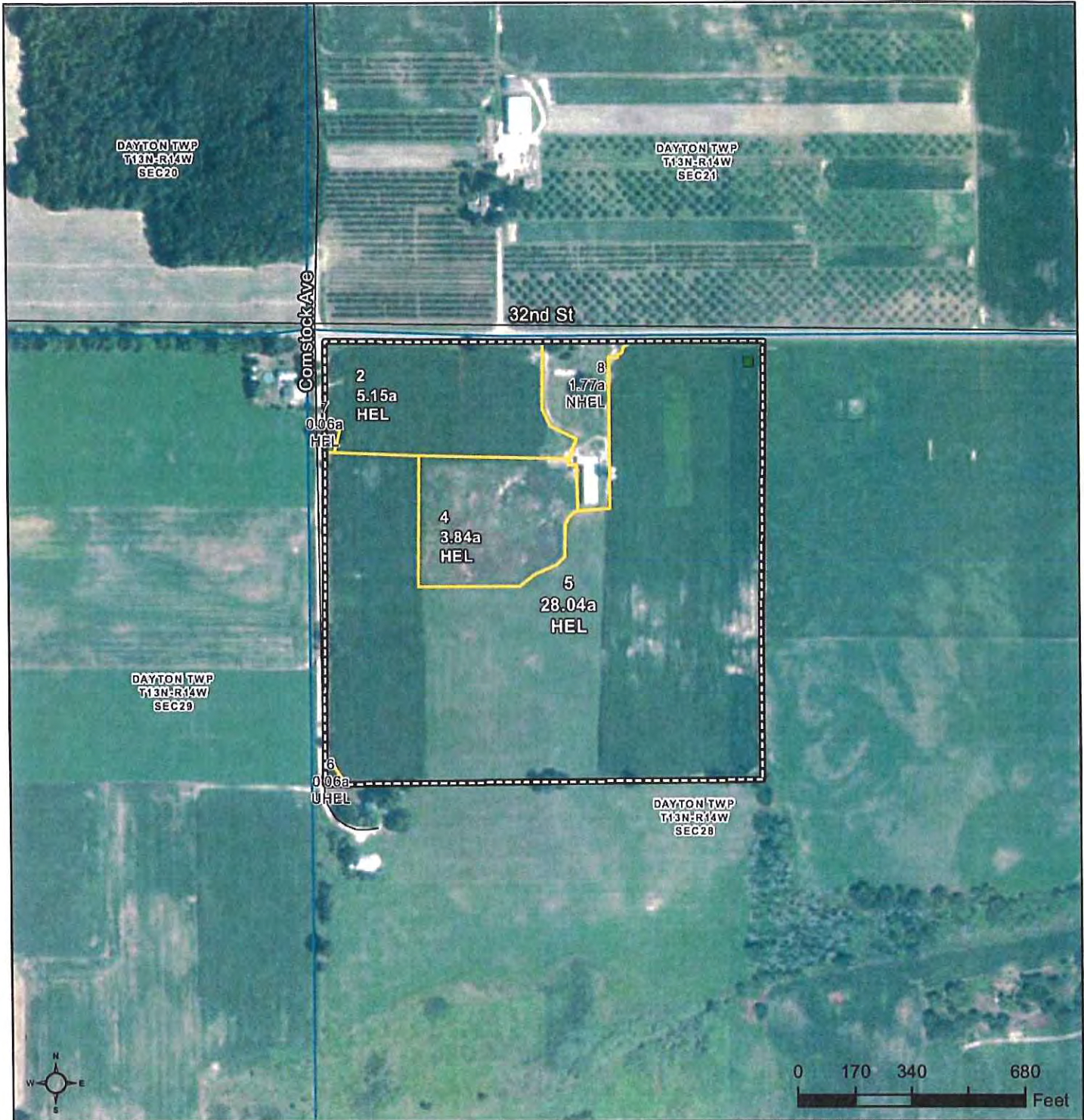
2017 Program Year  
 Map Created September 28, 2016  
 2016 NAIP Early Access Imagery

**Farm 4026**  
**Tract 234**

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**Common Land Unit**

- Common Land Unit
- Tract Boundary
- Section Line

Cropland CLU's contain white text with a thin black outline;  
 Non-Cropland CLU's contain black text with a thin white outline.

**Wetland Determination Identifiers**

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

2017 Program Year

Map Created September 28, 2016  
 2016 NAIP Early Access Imagery

**Farm 4026**  
**Tract 235**

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(41)

Tract Number : 11244

PARCEL 1

Description : B-13 NE4 NW4 T13NR14W 29

BIA Unit Range Number :

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

Wetland Status : Tract contains a wetland or farmed wetland

WL Violations : None

Owners : ROGER L PELL, NANCY N PELL

Other Producers : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
38.94	23.84	29.24	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Related Activity	
0.00	0.00	29.24	0.00	0.00	0.00	5.40	

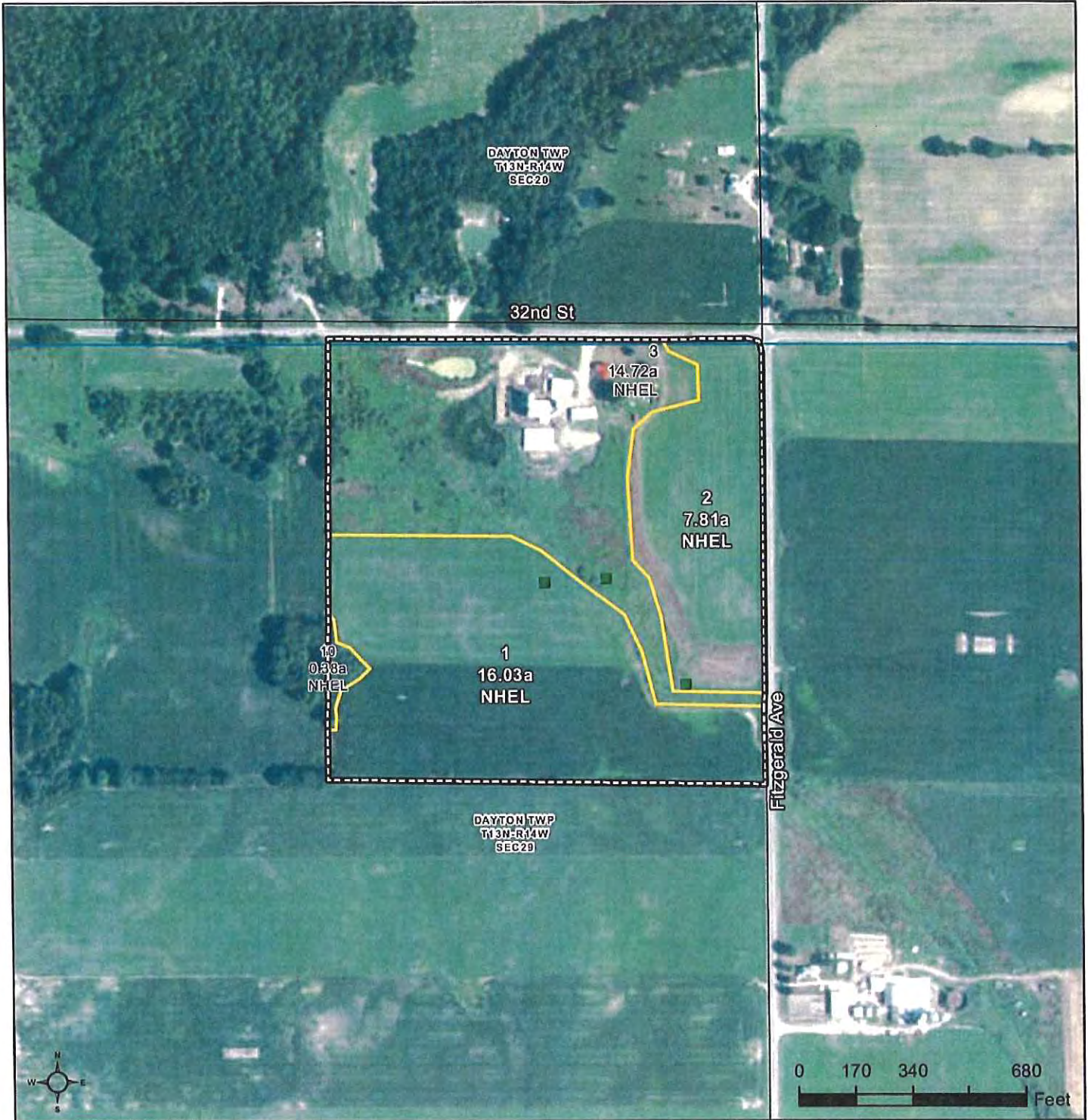
DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield
Corn	20.00	0.00	0	100
<b>TOTAL</b>	<b>20.00</b>	<b>0.00</b>		

NOTES

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- Common Land Unit**
- Common Land Unit
  - Tract Boundary
  - Section Line

- Wetland Determination Identifiers**
- Restricted Use
  - ▼ Limited Restrictions
  - Exempt from Conservation Compliance Provisions

Cropland CLU's contain white text with a thin black outline;  
 Non-Cropland CLU's contain black text with a thin white outline.

2017 Program Year  
 Map Created September 28, 2016  
 2016 NAIP Early Access Imagery

**Farm 4026**  
**Tract 11244**

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MICHIGAN  
NEWAYGO

Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 4026

Prepared : Jan 18, 2017

Crop Year : 2017

**Tract Number** : 11245  
**Description** : B-13 NW4 NE4 T13NR14W 29  
**BIA Unit Range Number** :  
**HEL Status** : NHEL: No agricultural commodity planted on undetermined f...  
**Wetland Status** : Wetland determinations not complete  
**WL Violations** : None  
**Owners** : CORNELIA PELL  
**Other Producers** : None

PARCEL 2

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
39.62	37.74	37.74	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Related Activity	
0.00	0.00	37.74	0.00	0.00	0.00	0.00	

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield
Corn	30.00	0.00	0	100

**TOTAL** 30.00 0.00

NOTES

**Tract Number** : 11246  
**Description** : B-13 N2 SW4 T13NR14W 20  
**BIA Unit Range Number** :  
**HEL Status** : NHEL: No agricultural commodity planted on undetermined fields  
**Wetland Status** : Wetland determinations not complete  
**WL Violations** : None  
**Owners** : ROGER L PELL, NANCY N PELL  
**Other Producers** : None

PARCEL 7

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
78.61	53.50	53.50	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Related Activity	
0.00	0.00	53.50	0.00	0.00	0.00	0.00	

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield
Corn	30.00	0.00	0	100

**TOTAL** 30.00 0.00

NOTES

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- Common Land Unit**
- Common Land Unit
  - Tract Boundary
  - Section Line

- Wetland Determination Identifiers**
- Restricted Use
  - ▼ Limited Restrictions
  - Exempt from Conservation Compliance Provisions

Cropland CLU's contain white text with a thin black outline;  
 Non-Cropland CLU's contain black text with a thin white outline.

2017 Program Year  
 Map Created September 28, 2016  
 2016 NAIP Early Access Imagery

**Farm 4026**  
**Tract 11245**

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- Common Land Unit**
- Common Land Unit
  - Tract Boundary
  - Section Line

- Wetland Determination Identifiers**
- Restricted Use
  - ▼ Limited Restrictions
  - Exempt from Conservation Compliance Provisions

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2017 Program Year  
Map Created September 28, 2016  
2016 NAIP Early Access Imagery

**Farm 4026**  
**Tract 11246**

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Abbreviated 156 Farm Record

Tract Number : 11247  
Description : B-13 N2 SE4 T13NR14W 20  
BIA Unit Range Number :  
HEL Status : NHEL: No agricultural commodity planted on undetermined fields  
Wetland Status : Wetland determinations not complete  
WL Violations : None  
Owners : CORNELIA PELL  
Other Producers : None

PARCEL 6

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
74.76	66.40	66.40	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Related Activity	
0.00	0.00	66.40	0.00	0.00	0.00	0.00	

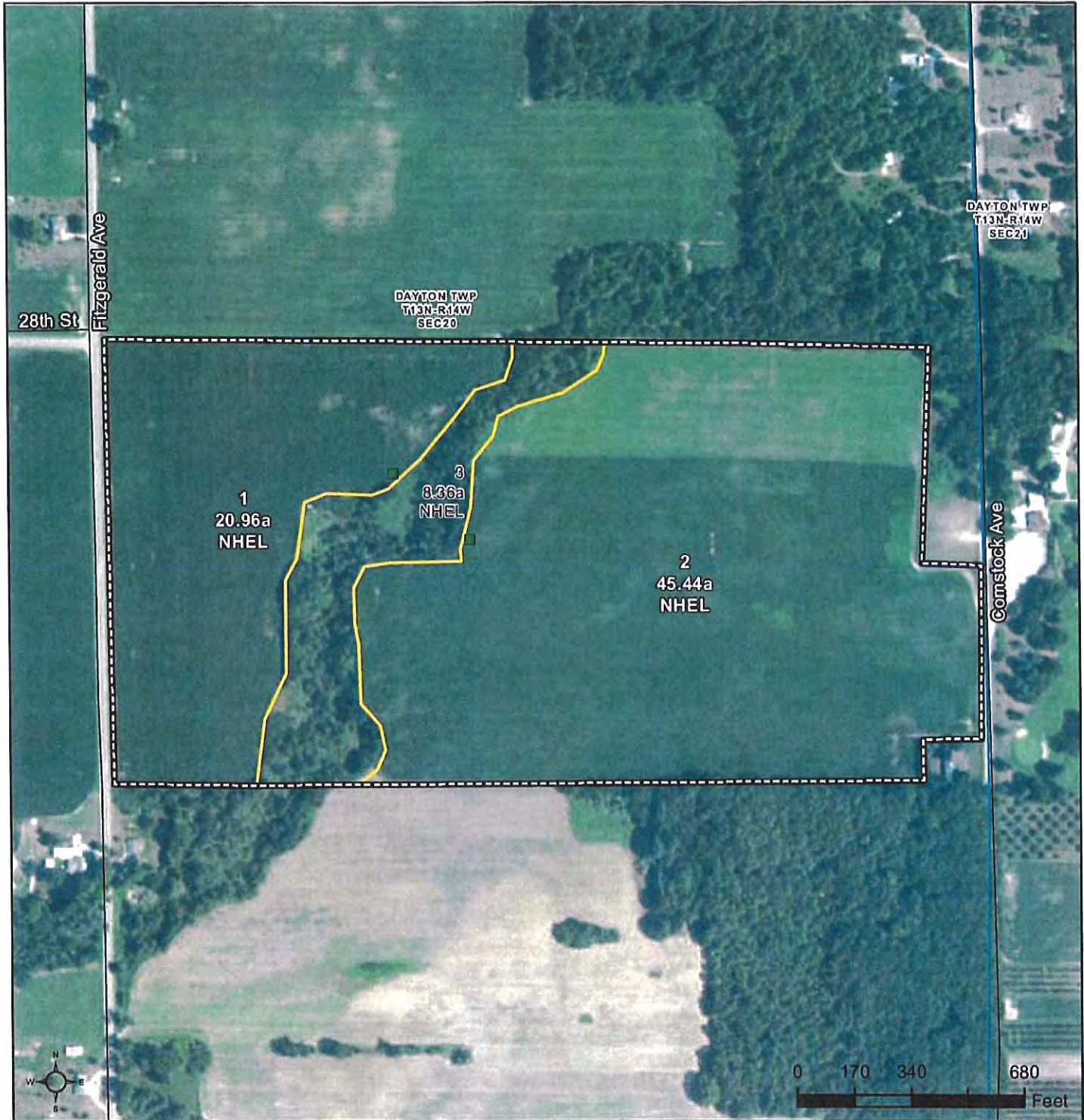
DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield
Corn	24.47	0.00	0	100
<b>TOTAL</b>	<b>24.47</b>	<b>0.00</b>		

NOTES

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**Common Land Unit**

Common Land Unit

Tract Boundary

Section Line

**Wetland Determination Identifiers**

Restricted Use

Limited Restrictions

Exempt from Conservation Compliance Provisions

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2017 Program Year

Map Created September 28, 2016  
2016 NAIP Early Access Imagery

**Farm 4026**  
**Tract 11247**

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Parcel #

West Michigan Regional

SELLER'S DISCLOSURE STATEMENT

Rev. 4/08

Property Address: 8496 32nd Street Fremont Dayton Michigan

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

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

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

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

Table with 4 columns: Yes, No, Unknown, Not Available. Rows include Range/Oven, Dishwasher, Refrigerator, TV antenna, TV rotor & controls, Hood/fan, Disposal, Garage door opener & remote control, Electrical system, Alarm system, Intercom, Central vacuum, Attic fan, Microwave, Trash compactor, Ceiling fan, Sauna/hot tub, Pool heater, wall liner & equipment, Washer, Telephone (hardwired landline), Lawn sprinkler system, Water heater, Plumbing system, Water softener/conditioner, Well & pump, Sump pump, Septic tank & drain field, City water system, City sewer system, Central air conditioning, Central heating system, Wall Furnace, Humidifier, Electronic air filter, Solar heating system, Fireplace & chimney, Wood burning system, Dryer, High-speed Internet (other than dialup).

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:
1. Basement/Crawl Space: Has there been evidence of water? Unfinished Basement Has Drain gets some water
2. Insulation: Describe, if known: Urea Formaldehyde foam insulation (UFFI) is installed? unknown
3. Roof: Leaks? Approximate age, if known: 4 yrs STEEL
4. Well: Type of well (depth/diameter, age and repair history, if known): 5" 1994 New Pump Motors
5. Septic tanks / drain fields: Condition, if known: WORKS
6. Heating system: Type/approximate age: Fuel Oil 2000 yr installed
7. Plumbing system: Type: copper galvanized other
8. Electrical system: Any known problems? None
9. History of infestation: if any: (termites, carpenter ants, etc.) None
10. 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.

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Parcel 1

Seller's Disclosure Statement

Property Address: 8446 32nd Street Fremont Dayton Michigan

Property conditions, improvements & additional information (continued):

- 11. Flood Insurance: Do you have flood insurance on the property?
12. Mineral Rights: Do you own the mineral rights?

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

- 1. Features of the property shared in common with adjoining landowners such as walls, fences, roads, driveways or other features whose use or responsibility for maintenance may have an effect on the property?
2. Any encroachments, easements, zoning violations or nonconforming uses?
3. Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others) or a homeowners association that has any authority over the property?
4. Structural modifications, alterations or repairs made without necessary permits or licensed contractors?
5. Settling, flooding, drainage, structural or grading problems?
6. Major damage to the property from fire, wind, floods or landslides?
7. Any underground storage tanks?
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.?
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge?
10. Any outstanding municipal assessments or fees?
11. Any pending litigation that could affect the property or the Seller's right to convey the property?

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

Farms in Heibof Hood

The Seller has lived in the residence on the property from 1957 (date) to 2017 (date).

The Seller has owned the property since May 1 1994 (date).

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

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

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

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

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

Seller Roger Pelf

Date 1-9-2017

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.

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Parcel #1

**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).

R.P.

(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) R.P. 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. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

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

<u>Roger Pell</u>	<u>1-9-2017</u>	_____	_____
Seller	Date	Seller	Date
<u>[Signature]</u>	<u>1-9-17</u>	_____	_____
Purchaser	Date	Purchaser	Date
<u>[Signature]</u>	<u>1-9-17</u>	_____	_____
Agent	Date	Agent	Date

 <b>First American Title</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	THROUGH ITS AGENT <b>Best Homes Title Agency, LLC</b>

Commitment No.: **GRC-97589**

1. Commitment Date: **12/15/2016** at 8:00 AM

2. Policy (or Policies) to be issued:

Policy Amount

a. **ALTA Owner's Policy of Title Insurance (6-17-06)**

**\$TBD**

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:

**Roger Pell and Nancy Pell, husband and wife**

4. The land referred to in this Commitment is described as follows:

Situated in the **Township of Dayton, County of Newaygo, State of Michigan**

**The Northeast 1/4 of the Northwest 1/4, except a parcel 82.5 feet North and South by 132 feet East and West in the Southeast corner thereof, Section 29, Town 13 North, Range 14 West, Dayton Township, Newaygo County, Michigan**



By: \_\_\_\_\_

Authorized Countersignature – Neil Sherman  
 (This Schedule A valid only when Schedule B is attached.)



4949 Plainfield Avenue NE, Grand Rapids, Michigan 49525

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

PROVIDING THE VERY *Best* IN TITLE SERVICES

 <b>First American Title</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BI</b>	THROUGH ITS AGENT <b>Best Homes Title Agency, LLC</b>

## REQUIREMENTS

Commitment No.: **GRC-97589**

The following requirements must be satisfied:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. **Documents satisfactory to us creating the interest in the Land and/or the mortgagor to be insured must be signed, delivered and recorded:**
  - A. Submit "Affidavit by Owner". Additional requirements may be made or exceptions taken for matters disclosed therein.
  - B. Provide evidence of the purchase price and/or the amount of the mortgage to be insured.
  - C. When the proposed insured is identified, additional requirements and/or exceptions may be made.
  - D. Current Certificate of Trust Existence and Authority for the Roger L. Pell and Nancy N. Pell Trust, which complies with the requirements of MCL 565.432; MSA 26.745(2).
  - E. Deed from Roger L. Pell and Nancy N. Pell, Trustees of the Roger L. Pell and Nancy N. Pell Trust, dated February 3, 1995 to Roger Pell and Nancy Pell, husband and wife.
  - F. Warranty Deed from Roger Pell and Nancy Pell, husband and wife to the proposed insured purchaser(s).
  - G. Discharge(s) of the mortgage(s) excepted on Schedule B – Section II. (In the event the loan is secured by a Mortgage allowing for advances of a credit line, please be advised that the borrower must authorize the lender to freeze the referenced credit line upon issuance of the payoff.)
  - H. Termination(s) of the Financing Statement(s) excepted on Schedule B - Section II.
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements relating to the interest or the loan.
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**



## TAX INFORMATION SHEET

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

2016 Winter Taxes in the amount of \$3,119.31 are DUE (includes \$136.23 for Fire Prot - Frem).

2016 Summer Taxes in the amount of \$1,881.95 are DUE.

2015 Taxes in the amount of \$5,158.01 are DUE (Summer and Winter taxes are delinquent payable to the County of Newaygo).

Property Address: 8496 32nd Street, Fremont, Michigan 49412

Tax Parcel Number: 62-13-29-100-002

2016 State Equalized Value: \$180,600.00

Principal Residence Exemption: 100%

Taxable Value: \$163,903.00

School District: Fremont

Special Assessments: NONE



*First American Title*

## Commitment for Title Insurance

BY

**First American Title Insurance Company**

## Schedule BII

THROUGH ITS AGENT

**Best Homes Title Agency, LLC**

### EXCEPTIONS


Commitment No.: **GRC-97589**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
2. 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.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.
5. Taxes and assessments not due and payable at Commitment Date.
6. Taxes and assessments which become due and payable after the Date of Policy, including taxes and assessments which may be added to the tax rolls or tax bill after the Date of Policy as a result of the taxing authority disallowing or revising an allowance of a Principal Residence Exemption ("PRE"), and invoices or assessments resulting from Building or Ordinance violations, if any.
7. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
8. All oil, gas and mineral interests of every kind and nature, and all rights appurtenant thereto.
9. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise.
10. Farmland Development Rights Agreement recorded 6/6/1997 in Liber/Document# 367 Page 488.
11. Terms, covenants and conditions as set forth in Affidavit Attesting that Qualified Agricultural Property Shall Remain Qualified Agricultural Property recorded in Liber/Document# 419 Page 90.
12. The interest of Roger L. Pell and Nancy N. Pell, Trustees of the Roger L. Pell and Nancy N. Pell Trust, dated February 3, 1995 as disclosed by quit claim deed recorded in Liber 377, Page 6213.
13. Mortgage between Roger Pell aka Poger L. Pell aka Roger Lee Pell and Nancy Pell aka Nancy N. Pell aka Nancy Nadine Pell, husband and wife, as mortgagor, and American Farm Mortgage Company, Inc., as mortgagee, in the original stated principal amount of \_\_\_\_\_, dated 4/3/2015 recorded 4/9/2015 in Liber/Document# 457 Page 4557. (covers additional land)
14. Financing Statement between Cedar Creek Dairy, Roger Pell and Nancy Pell, debtor and American Farm Mortgage Company, Inc., secured party, recorded 3/19/2004 in Liber/Document# 406 Page 949. Said Financing Statement is subject to Continuation recorded in Liber 433, Page 96 and Continuation recorded in Liber 452, Page 3066. (covers additional land)

15. Financing Statement between Roger Pell and Nancy Pell, debtor and American Farm Mortgage Company, Inc., secured party, recorded 8/18/2006 in Liber/Document# 422 Page 3481. Said Financing Statement is subject to Continuation recorded in Liber 442, Page 7692. (covers additional land)



 <b>First American Title</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	THROUGH ITS AGENT <b>Best Homes Title Agency, LLC</b>

Commitment No.: **GRC-97588**

1. Commitment Date: **12/09/2016** at 8:00 AM

2. Policy (or Policies) to be issued: Policy Amount

a. **ALTA Owner's Policy of Title Insurance (6-17-06)**

Proposed Insured: **To Be Determined**

**\$TBD**

b. **ALTA Loan Policy of Title Insurance (6-17-06)**

Proposed Insured: **To Be Determined, its successors and/or assigns as their interests may appear as defined in the Conditions of this policy**

**\$TBD**

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:

**Cornelia Pell, Trustee of the Cornelia Pell Trust, dated October 7, 1982, as amended.**

4. The land referred to in this Commitment is described as follows:

Situated in the **Township of Dayton, County of Newaygo, State of Michigan**

**The Northwest 1/4 of the Northeast 1/4, Section 29, Township 13 North, Range 14 West.**



By: \_\_\_\_\_

Authorized Countersignature – Neil Sherman  
 (This Schedule A valid only when Schedule B is attached.)



4949 Plainfield Avenue NE, Grand Rapids, Michigan 49525

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

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 <b>First American Title</b>	<b>Commitment for Title Insurance</b>
	<small>BY</small> <b>First American Title Insurance Company</b>
<b>Schedule BI</b>	<small>THROUGH ITS AGENT</small> <b>Best Homes Title Agency, LLC</b>

### REQUIREMENTS

Commitment No.: **GRC-97588**

The following requirements must be satisfied:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. **Documents satisfactory to us creating the interest in the Land and/or the mortgagor to be insured must be signed, delivered and recorded:**
  - A. Submit "Affidavit by Owner". Additional requirements may be made or exceptions taken for matters disclosed therein.
  - B. Provide evidence of the purchase price and/or the amount of the mortgage to be insured.
  - C. When the proposed insured is identified, additional requirements and/or exceptions may be made.
  - D. Current Certificate of Trust Existence and Authority for the Cornelia Pell Trust, dated October 7, 1982, as amended, which complies with the requirements of MCL 565.432; MSA 26.745(2).
  - E. Warranty Deed from Cornelia Pell, Trustee of the Cornelia Pell Trust, dated October 7, 1982, as amended to the proposed insured purchaser(s).
  - F. Mortgage from To Be Determined to the proposed insured mortgagee.
  - G. The Loan Policy will be issued without exceptions 1, 2, 3 and 4.
  - H. The Loan Policy to be issued pursuant to this commitment will include the ALTA 8.1 & ALTA 9 endorsements.
  - I. **NOTE: A search of the Public Records does not reveal any open mortgage. You must disclose any knowledge of any unrecorded mortgage or other obligation that may result in a lien attaching to the Land.**
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements relating to the interest or the loan.
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**

## TAX INFORMATION SHEET

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

2016 Winter Taxes in the amount of \$338.03 are DUE if paid by February 14, 2017.  
2016 Summer Taxes in the amount of \$203.95 are PAID.


Property Address: Vacant Land, Dayton Twp, MI  
Tax Parcel Number: 62-13-29-200-001  
2016 State Equalized Value: \$65,600.00  
Principal Residence Exemption: 100%

Taxable Value: \$17,764.00  
School District: 62040 - Fremont

Special Assessments: None





 <b>First American Title</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	THROUGH ITS AGENT <b>Best Homes Title Agency, LLC</b>

### EXCEPTIONS

Commitment No.: **GRC-97588**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
2. 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.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.
5. Taxes and assessments not due and payable at Commitment Date.
6. Taxes and assessments which become due and payable after the Date of Policy, including taxes and assessments which may be added to the tax rolls or tax bill after the Date of Policy as a result of the taxing authority disallowing or revising an allowance of a Principal Residence Exemption ("PRE"), and invoices or assessments resulting from Building or Ordinance violations, if any.
7. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
8. All oil, gas and mineral interests of every kind and nature, and all rights appurtenant thereto.
9. Oil, gas and or mineral interests granted to or reserved by instrument recorded in Liber 199 Page 222, and any subsequent instruments pertinent thereto.
10. Right of Way to Consumers Power Company as disclosed by instrument recorded in Liber 157 Page 36.
11. Right of Way to Michigan Bell Telephone Company as disclosed by instrument recorded in Series F Page 1144.
12. Farmland Development Rights Agreement recorded September 20, 2007 in Liber 428 Page 1919.

 <b>First American Title</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	THROUGH ITS AGENT <b>Best Homes Title Agency, LLC</b>

Commitment No.: **GRC-97587**

1. Commitment Date: **12/06/2016** at 8:00 AM
2. Policy (or Policies) to be issued: Policy Amount
  - a. **ALTA Owner's Policy of Title Insurance (6-17-06)**  
 Proposed Insured: **To Be Determined** **\$TBD**
  - b. **ALTA Loan Policy of Title Insurance (6-17-06)**  
 Proposed Insured: **To Be Determined, its successors and/or assigns as their interests may appear as defined in the Conditions of this policy** **\$TBD**
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:  
**Cornelia Pell, Trustee of the Cornelia Pell Trust, dated October 7, 1982, as amended**
4. The land referred to in this Commitment is described as follows:  
 Situated in the **Township of Dayton, County of Newaygo, State of Michigan**  
**The Northwest 1/4 of the Northwest 1/4 of Section 28, Township 13 North, Range 14 West, except the West 33 feet thereof and also except commencing 664 feet East of the Northwest corner of said section; thence East 214 feet; thence South 240 feet; thence West 214 feet; thence North 240 feet to the place of beginning.**



By: \_\_\_\_\_  
 Authorized Countersignature – Neil Sherman  
 (This Schedule A valid only when Schedule B is attached.)



23938 Research Drive, Suite 100, Farmington Hills, Michigan 48335  
 Telephone: (248) 286-3800 Facsimile: (248) 286-3801

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 <b>First American Title</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BI</b>	THROUGH ITS AGENT <b>Best Homes Title Agency, LLC</b>

### REQUIREMENTS

Commitment No.: **GRC-97587**

The following requirements must be satisfied:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. **Documents satisfactory to us creating the interest in the Land and/or the mortgagor to be insured must be signed, delivered and recorded:**
  - A. Submit "Affidavit by Owner". Additional requirements may be made or exceptions taken for matters disclosed therein.
  - B. Warranty Deed from Cornelia Pell, Trustee of the Cornelia Pell Trust, dated October 7, 1982, as amended to the proposed insured purchaser(s).
  - C. Current Certificate of Trust Existence and Authority for the Cornelia Pell Trust, dated October 7, 1982, as amended Trust, which complies with the requirements of MCL 565.432; MSA 26.745(2).
  - D. Mortgage from To Be Determined to the proposed insured mortgagee.
  - E. The Loan Policy will be issued without exceptions 1, 2, 3 and 4.
  - F. The Loan Policy to be issued pursuant to this commitment will include the ALTA 8.1 & ALTA 9 endorsements.
  - G. **NOTE: A search of the Public Records does not reveal any open mortgage. You must disclose any knowledge of any unrecorded mortgage or other obligation that may result in a lien attaching to the Land.**
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements relating to the interest or the loan.
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**



**TAX INFORMATION SHEET**

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

**2016 Winter Taxes in the amount of \$1,029.09 are DUE if paid by February 14, 2017.**

**2016 Summer Taxes in the amount of \$620.89 are PAID.**

**Property Address: Vacant Land, Dayton Twp, MI**

**Tax Parcel Number: 62-13-28-100-001**

**2016 State Equalized Value: \$93,100.00**

**Principal Residence Exemption: 100%**

**Taxable Value: \$54,075.00**

**School District: 62040 - Fremont**

**Special Assessments: None**

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 <b>First American Title</b>	<b>Commitment for Title Insurance</b>
	<small>BY</small> <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	<small>THROUGH ITS AGENT</small> <b>Best Homes Title Agency, LLC</b>

### EXCEPTIONS

Commitment No.: **GRC-97587**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
2. 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.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.
5. Taxes and assessments not due and payable at Commitment Date.
6. Taxes and assessments which become due and payable after the Date of Policy, including taxes and assessments which may be added to the tax rolls or tax bill after the Date of Policy as a result of the taxing authority disallowing or revising an allowance of a Principal Residence Exemption ("PRE"), and invoices or assessments resulting from Building or Ordinance violations, if any.
7. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
8. Right of Way to Michigan Bell Telephone Company as disclosed by instrument recorded in Series J Page 7681.
9. Farmland and Open Space Development Rights Agreement recorded December 5, 2007 in Liber 429 Page 1618. (Includes more land)

 <b>First American Title</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	THROUGH ITS AGENT <b>Best Homes Title Agency, LLC</b>

### EXCEPTIONS

Commitment No.: **GRC-97590**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
2. 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.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.
5. Taxes and assessments not due and payable at Commitment Date.
6. Taxes and assessments which become due and payable after the Date of Policy, including taxes and assessments which may be added to the tax rolls or tax bill after the Date of Policy as a result of the taxing authority disallowing or revising an allowance of a Principal Residence Exemption ("PRE"), and invoices or assessments resulting from Building or Ordinance violations, if any.
7. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
8. All oil, gas and mineral interests of every kind and nature, and all rights appurtenant thereto.
9. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise.
10. State of Michigan - Farmland Development Rights Agreement recorded 7/14/2004 in Liber 454, Page 9192.

(Lolo)





*First American Title*

## Commitment for Title Insurance

BY

**First American Title Insurance Company**

# Schedule A

THROUGH ITS AGENT

**Best Homes Title Agency, LLC**

Commitment No.: **GRC-97792**

1. Commitment Date: **12/21/2016** at 8:00 AM

2. Policy (or Policies) to be issued:

Policy Amount

a. **ALTA Owner's Policy of Title Insurance (6-17-06)**

**\$TBD**

Proposed Insured: **To Be Determined**

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:

**Cornelia Pell, Trustee of the Cornellia Pell Trust, dated October 8, 1982**

4. The land referred to in this Commitment is described as follows:

Situated in the **Township of Dayton, County of Newaygo, State of Michigan**

**Commencing 664 feet East of the Northwest corner of Section 28, Township 13 North, Range 14 West, thence East 214 feet; thence South 240 feet; thence West 214 feet; thence North 240 feet to the point of beginning.**

By: \_\_\_\_\_

Authorized Countersignature – Neil Sherman

(This Schedule A valid only when Schedule B is attached.)




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 <b>First American Title</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BI</b>	THROUGH ITS AGENT <b>Best Homes Title Agency, LLC</b>

### REQUIREMENTS

Commitment No.: **GRC-97792**

The following requirements must be satisfied:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. **Documents satisfactory to us creating the interest in the Land and/or the mortgagor to be insured must be signed, delivered and recorded:**
  - A. **Submit "Affidavit by Owner". Additional requirements may be made or exceptions taken for matters disclosed therein.**
  - B. **Current Certificate of Trust Existence and Authority for the Cornelia Pell Trust, dated October 8, 1982, which complies with the requirements of MCL 565.432; MSA 26.745(2).**
  - C. **Warranty Deed from The Current Trustte of the Cornelia Pell Trust, dated October 8, 1982 to the proposed insured purchaser(s).**
  - D. **NOTE: A search of the Public Records does not reveal any open mortgage. You must disclose any knowledge of any unrecorded mortgage or other obligation that may result in a lien attaching to the Land.**
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements relating to the interest or the loan.
5. Pay unpaid taxes and assessments unless shown as paid. The amounts shown as unpaid do not include collection fees, penalties or interest.

**SEE ATTACHED TAX INFORMATION SHEET**

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## TAX INFORMATION SHEET

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

2016 Winter Taxes in the amount of \$309.20 are DUE.

2016 Summer Taxes in the amount of \$95.41 are PAID.

Property Address: 7908 West 32nd Street, Fremont, Michigan 49412

Tax Parcel Number: 62-13-28-100-002

2016 State Equalized Value: \$9,600.00

Taxable Value: \$8,311.00


Principal Residence Exemption: 0%

School District: 62040 - Fremont Schools

Special Assessments: Winter bill includes \$6.90 for fire protection






 <b>First American Title</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	THROUGH ITS AGENT <b>Best Homes Title Agency, LLC</b>

### EXCEPTIONS

Commitment No.: GRC-97792

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. 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.
2. 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.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.
5. Taxes and assessments not due and payable at Commitment Date.
6. Taxes and assessments which become due and payable after the Date of Policy, including taxes and assessments which may be added to the tax rolls or tax bill after the Date of Policy as a result of the taxing authority disallowing or revising an allowance of a Principal Residence Exemption ("PRE"), and invoices or assessments resulting from Building or Ordinance violations, if any.
7. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
8. All oil, gas and mineral interests of every kind and nature, and all rights appurtenant thereto.
9. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise.
10. Right of Way to Michigan Bell Telephone Company recorded in Liber Series J, Page 7680.
11. Right of Way to Michigan Bell Telephone Company recorded in Liber Series J, Page 7681.
12. Farmland Development Rights Agreement recorded December 5, 2007 in Liber 429, Page 1618.

 <b>First American Title</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	THROUGH ITS AGENT <b>Best Homes Title Agency, LLC</b>

Commitment No.: **GRC-97590**

1. Commitment Date: **12/14/2016** at 8:00 AM
2. Policy (or Policies) to be issued: Policy Amount  
**\$TBD**
  - a. **ALTA Owner's Policy of Title Insurance (6-17-06)**  
 Proposed Insured: **To be determined**

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:  
**Cornelia Pell, Trustee of the Cornelia Pell Trust, dated October 7, 1982, as amended**

4. The land referred to in this Commitment is described as follows:  
 Situated in the **Township of Dayton, County of Newaygo, State of Michigan**

**Commencing 121 rods East of the Northwest corner of the South 1/2 of the Southwest 1/4 of Section 21, Township 13 North, Range 14 West, thence East 37.5 rods, thence South 80 rods to the South section line; thence West 37.5 rods, thence North 80 rods to the point of beginning; EXCEPT a parcel of land 20 rods East and West by 32 rods North and South located in the Southeast corner thereof, Section 21, Township 13 North, Range 14 West.**




By: \_\_\_\_\_  
 Authorized Countersignature – Neil Sherman  
 (This Schedule A valid only when Schedule B is attached.)



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<b>Schedule BI</b>	THROUGH ITS AGENT <b>Best Homes Title Agency, LLC</b>

### REQUIREMENTS

Commitment No.: **GRC-97590**

The following requirements must be satisfied:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. **Documents satisfactory to us creating the interest in the Land and/or the mortgagor to be insured must be signed, delivered and recorded:**
  - A. **Submit "Affidavit by Owner". Additional requirements may be made or exceptions taken for matters disclosed therein.**
  - B. **Provide evidence of the purchase price and/or the amount of the mortgage to be insured.**
  - C. **When the proposed insured is identified, additional requirements and/or exceptions may be made.**
  - D. **Current Certificate of Trust Existence and Authority for the Cornelia Pell Trust, which complies with the requirements of MCL 565.432; MSA 26.745(2).**
  - E. **Warranty Deed from Cornelia Pell, Trustee of the Cornelia Pell Trust, dated October 7, 1982, as amended to the proposed insured purchaser(s).**
  - F. **NOTE: A search of the Public Records does not reveal any open mortgage. You must disclose any knowledge of any unrecorded mortgage or other obligation that may result in a lien attaching to the Land.**
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements relating to the interest or the loan.
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**

## TAX INFORMATION SHEET

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

2016 Winter Taxes in the amount of \$153.07 are DUE (includes \$6.68 for FIRE PROT - FREM).  
2016 Summer Taxes in the amount of \$92.39 are PAID.

Property Address: Vacant Land, Dayton Twp, MI

Tax Parcel Number: 62-13-21-300-005

2016 State Equalized Value: \$25,000.00

Principal Residence Exemption: 100%


Taxable Value: \$8,047.00

School District: Fremont Schools

Special Assessments: NONE

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 <b>First American Title</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	THROUGH ITS AGENT <b>Best Homes Title Agency, LLC</b>

Commitment No.: **GRC-97585**

1. Commitment Date: **12/14/2016** at 8:00 AM

2. Policy (or Policies) to be issued:

Policy Amount

a. **ALTA Owner's Policy of Title Insurance (6-17-06)**

**\$TBD**

Proposed Insured: **To be determined**

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:

**Cornelia Pell, Trustee of the Cornelia Pell Trust, dated October 7, 1982, as amended**

4. The land referred to in this Commitment is described as follows:

Situated in the **Township of Dayton, County of Newaygo, State of Michigan**

**South Half of the North Half of the Southeast Quarter, Section 20, Township 13 North, Range 14 West, EXCEPT commencing at the Southeast corner thence North 150 feet, thence West 200 feet, thence South 150 feet, thence East 200 feet to place of beginning.**



By: \_\_\_\_\_

Authorized Countersignature – Neil Sherman  
 (This Schedule A valid only when Schedule B is attached.)




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 <b>First American Title</b>	<b>Commitment for Title Insurance</b>
	<small>BY</small> <b>First American Title Insurance Company</b>
<b>Schedule BI</b>	<small>THROUGH ITS AGENT</small> <b>Best Homes Title Agency, LLC</b>

### REQUIREMENTS

Commitment No.: **GRC-97585**

The following requirements must be satisfied:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. **Documents satisfactory to us creating the interest in the Land and/or the mortgagor to be insured must be signed, delivered and recorded:**
  - A. **Submit "Affidavit by Owner". Additional requirements may be made or exceptions taken for matters disclosed therein.**
  - B. **Provide evidence of the purchase price and/or the amount of the mortgage to be insured.**
  - C. **When the proposed insured is identified, additional requirements and/or exceptions may be made.**
  - D. **Current Certificate of Trust Existence and Authority for the Cornelia Pell Trust, which complies with the requirements of MCL 565.432; MSA 26.745(2).**
  - E. **Warranty Deed from Cornelia Pell, Trustee of the Cornelia Pell Trust, dated October 7, 1982, as amended to the proposed insured purchaser(s).**
  - F. **NOTE: A search of the Public Records does not reveal any open mortgage. You must disclose any knowledge of any unrecorded mortgage or other obligation that may result in a lien attaching to the Land.**
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements relating to the interest or the loan.
5. Pay unpaid taxes and assessments unless shown as paid. The amounts shown as unpaid do not include collection fees, penalties or interest.

**SEE ATTACHED TAX INFORMATION SHEET**

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## TAX INFORMATION SHEET

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

2016 Winter Taxes in the amount of \$338.03 are DUE (includes \$14.76 for FIRE PROT - FREM).  
2016 Summer Taxes in the amount of \$203.95 are PAID.

Property Address: Vacant Land, Dayton Twp, MI

Tax Parcel Number: 62-13-20-400-003

2016 State Equalized Value: \$63,100.00

Principal Residence Exemption: 100%

Taxable Value: \$17,764.00

School District: Fremont Schools

Special Assessments: NONE

 <b>First American Title</b>	<b>Commitment for Title Insurance</b>
	<small>BY</small> <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	<small>THROUGH ITS AGENT</small> <b>Best Homes Title Agency, LLC</b>


### EXCEPTIONS

Commitment No.: **GRC-97585**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
2. 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.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.
5. Taxes and assessments not due and payable at Commitment Date.
6. Taxes and assessments which become due and payable after the Date of Policy, including taxes and assessments which may be added to the tax rolls or tax bill after the Date of Policy as a result of the taxing authority disallowing or revising an allowance of a Principal Residence Exemption ("PRE"), and invoices or assessments resulting from Building or Ordinance violations, if any.
7. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
8. All oil, gas and mineral interests of every kind and nature, and all rights appurtenant thereto.
9. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise.
10. State of Michigan - Farmland Development Rights Agreement recorded 9/20/2007 in Liber/Document# 428, Page 1921.



 <b>First American Title</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	THROUGH ITS AGENT <b>Best Homes Title Agency, LLC</b>

Commitment No.: **GRC-97584**

1. Commitment Date: **12/09/2016** at 8:00 AM

2. Policy (or Policies) to be issued: Policy Amount

a. **ALTA Owner's Policy of Title Insurance (6-17-06)** **\$TBD**  
 Proposed Insured: **To Be Determined**

b. **ALTA Loan Policy of Title Insurance (6-17-06)** **\$TBD**  
 Proposed Insured: **To Be Determined, its successors and/or assigns as their interests may appear as defined in the Conditions of this policy**

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:

**Cornelia Pell, Trustee of the Cornelia Pell Trust, dated October 7, 1982, as amended**

4. The land referred to in this Commitment is described as follows:

**Situated in the Township of Dayton, County of Newaygo, State of Michigan**

**The North 1/2 of the North 1/2 of the Southeast 1/4 except the East 200 feet thereof, Section 20, Township 13 North, Range 14 West.**



By: \_\_\_\_\_

Authorized Countersignature – Neil Sherman  
 (This Schedule A valid only when Schedule B is attached.)



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 <i>First American Title</i>	<b>Commitment for Title Insurance</b>
	<small>BY</small> <b>First American Title Insurance Company</b>
<b>Schedule BI</b>	<small>THROUGH ITS AGENT</small> <b>Best Homes Title Agency, LLC</b>

**REQUIREMENTS**

Commitment No.: **GRC-97584**

The following requirements must be satisfied:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. **Documents satisfactory to us creating the interest in the Land and/or the mortgagor to be insured must be signed, delivered and recorded:**
  - A. Submit "Affidavit by Owner". Additional requirements may be made or exceptions taken for matters disclosed therein.
  - B. Provide evidence of the purchase price and/or the amount of the mortgage to be insured.
  - C. When the proposed insured is identified, additional requirements and/or exceptions may be made.
  - D. Deed executed by the current Trustee(s) of The Cornelia Pell Trust Agreement, dated October 7, 1982, as amended, to the proposed insured purchaser(s).
  - E. Current Certificate of Trust Existence and Authority for the Cornelia Pell Trust Agreement dated October 7, 1982, as amended, which complies with the requirements of MCL 565.432; MSA 26.745(2).
  - F. Mortgage from To Be Determined to the proposed insured mortgagee.
  - G. The Loan Policy will be issued without exceptions 1, 2, 3 and 4.
  - H. The Loan Policy to be issued pursuant to this commitment will include the ALTA 8.1 & ALTA 9 endorsements.
  - I. **NOTE: A search of the Public Records does not reveal any open mortgage. You must disclose any knowledge of any unrecorded mortgage or other obligation that may result in a lien attaching to the Land.**
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements relating to the interest or the loan.
5. Pay unpaid taxes and assessments unless shown as paid. The amounts shown as unpaid do not include collection fees, penalties or interest.

**SEE ATTACHED TAX INFORMATION SHEET**

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## TAX INFORMATION SHEET

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

2016 Winter Taxes in the amount of \$309.67 are DUE if paid by February 14, 2017.

2016 Summer Taxes in the amount of \$186.87 are PAID.

Property Address: Vacant Land, Dayton Twp, MI

Tax Parcel Number: 62-13-20-400-001

2016 State Equalized Value: \$58,800.00

Principal Residence Exemption: 100%

Taxable Value: \$16,275.00

School District: 62040 - Fremont

Special Assessments: None



 <b>First American Title</b>	<b>Commitment for Title Insurance</b>
	<small>BY</small> <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	<small>THROUGH ITS AGENT</small> <b>Best Homes Title Agency, LLC</b>


**EXCEPTIONS**

Commitment No.: **GRC-97584**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
2. 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.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.
5. Taxes and assessments not due and payable at Commitment Date.
6. Taxes and assessments which become due and payable after the Date of Policy, including taxes and assessments which may be added to the tax rolls or tax bill after the Date of Policy as a result of the taxing authority disallowing or revising an allowance of a Principal Residence Exemption ("PRE"), and invoices or assessments resulting from Building or Ordinance violations, if any.
7. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
8. All oil, gas and mineral interests of every kind and nature, and all rights appurtenant thereto.
9. Right of Way to Michigan Bell Telephone Company as disclosed by instrument recorded in Series F Page 1145.
10. Farmland Development Rights Agreement recorded July 14, 2014 in Liber 454 Page 9192.



 <b>First American Title</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	THROUGH ITS AGENT <b>Best Homes Title Agency, LLC</b>

Commitment No.: **GRC-97583**

1. Commitment Date: **12/15/2016** at 8:00 AM
2. Policy (or Policies) to be issued: Policy Amount
  - a. **ALTA Owner's Policy of Title Insurance (6-17-06)** **\$TBD**  
 Proposed Insured: **To be determined**

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:  
**Roger Pell and Nancy Pell, husband and wife**

4. The land referred to in this Commitment is described as follows:  
 Situated in the **Township of Dayton, County of Newaygo, State of Michigan**  
**The North 1/2 of the Southwest 1/4 of Section 20, Town 13 North, Range 14 West, Dayton Twonship, Newaygo County, Michigan.**




By: \_\_\_\_\_  
 Authorized Countersignature – Neil Sherman  
 (This Schedule A valid only when Schedule B is attached.)



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<b>Schedule BI</b>	THROUGH ITS AGENT <b>Best Homes Title Agency, LLC</b>

## REQUIREMENTS

Commitment No.: **GRC-97583**

The following requirements must be satisfied:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. **Documents satisfactory to us creating the interest in the Land and/or the mortgagor to be insured must be signed, delivered and recorded:**
  - A. Submit "Affidavit by Owner". Additional requirements may be made or exceptions taken for matters disclosed therein.
  - B. Provide evidence of the purchase price and/or the amount of the mortgage to be insured.
  - C. When the proposed insured is identified, additional requirements and/or exceptions may be made.
  - D. Warranty Deed from Roger Pell and Nancy Pell, husband and wife to the proposed insured purchaser(s).
  - E. Discharge(s) of the mortgage(s) excepted on Schedule B – Section II. (In the event the loan is secured by a Mortgage allowing for advances of a credit line, please be advised that the borrower must authorize the lender to freeze the referenced credit line upon issuance of the payoff.)
  - F. Termination(s) of the Financing Statement(s) excepted on Schedule B - Section II.
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements relating to the interest or the loan.
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**

## TAX INFORMATION SHEET

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

**2016 Winter Taxes in the amount of \$517.31 are DUE (includes \$22.59 for Fire Prot - Frem).**

**2016 Summer Taxes in the amount of \$312.14 are DUE.**

**2015 Taxes in the amount of \$855.51 are DUE (delinquent and due to Newago County Treasurer).**

**Property Address: Vacant Land, Dayton Twp, MI**

**Tax Parcel Number: 62-13-20-300-001**

**2016 State Equalized Value: \$94,000.00**

**Principal Residence Exemption: 100%**

**Taxable Value: \$27,186.00**

**School District: Fremont Schools**

**Special Assessments: NONE**



*First American Title*

## Commitment for Title Insurance

BY

**First American Title Insurance Company**

THROUGH ITS AGENT

**Best Homes Title Agency, LLC**

## Schedule BII

### EXCEPTIONS

Commitment No.: **GRC-97583**


The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
2. 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.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.
5. Taxes and assessments not due and payable at Commitment Date.
6. Taxes and assessments which become due and payable after the Date of Policy, including taxes and assessments which may be added to the tax rolls or tax bill after the Date of Policy as a result of the taxing authority disallowing or revising an allowance of a Principal Residence Exemption ("PRE"), and invoices or assessments resulting from Building or Ordinance violations, if any.
7. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
8. All oil, gas and mineral interests of every kind and nature, and all rights appurtenant thereto.
9. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise.
10. Right of Way granted to Consumers Power Company, disclosed by instrument recorded in Liber/Document# 243 Page 51.
11. Easement for roadway purposes, disclosed by Warranty Deed recorded in Liber/Document# 304 Page 584.
12. Easement granted to Michigan Bell Telephone Company, disclosed by instrument recorded in Liber/Document# 346 Page 264-A.
13. Farmland Development Rights Agreement recorded 3/7/2005 in Liber/Document# 412 Page 7197.
14. Terms, covenants and conditions as set forth in Affidavit Attesting that Qualified Agricultural Property Shall Remain Qualified Agricultural Property recorded in Liber/Document# 419 Page 90.
15. Mortgage between Roger Pell aka Roger L. Pell aka Roger Lee Pell and Nancy Pell aka Nancy N. Pell aka Nancy Nadina Pell, husband and wife, as mortgagor, and American Farm Mortgage Company, Inc., as mortgagee, in the original stated principal amount of \_\_\_\_\_, dated 4/3/2015 recorded 4/9/2015 in Liber/Document# 457 Page 4557. (covers additional land)



16. Financing Statement between Cedar Creek Dairy, Roger Pell and Nancy Pell, debtor, and American Farms Mortgage Company, Inc., secured party, recorded 3/19/2004 in Liber/Document# 406 Page 949. Said Financing Statement is subject to Continuation recorded in Liber 433, Page 96 and Continuation recorded in Liber 452, Page 3066. (covers additional land)
17. Financing Statement between Roger Pell and Nancy Pell, debtor and American Farm Mortgage Company, Inc., secured party, recorded 8/18/2006 in Liber/Document# 422 Page 3481. Said Financing Statement is subject to Continuation recorded in Liber 442, Page 7692. (covers additional land)



 <b>First American Title</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule A</b>	THROUGH ITS AGENT <b>Best Homes Title Agency, LLC</b>

Commitment No.: **GRC-97591**

1. Commitment Date: **12/15/2016** at 8:00 AM
2. Policy (or Policies) to be issued: Policy Amount  
**\$TBD**
  - a. **ALTA Owner's Policy of Title Insurance (6-17-06)**  
 Proposed Insured: **To be determined**

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:  
**Roger L. Pell and Nancy N. Pell, husband and wife**

4. The land referred to in this Commitment is described as follows:  
 Situated in the **Township of Dayton, County of Newaygo, State of Michigan**  
  
**The Northeast Quarter of the Northwest Quarter of Section 20, Township 13 North, Range 14 West, Dayton Township, Newaygo County, Michigan, except the North 300 feet of the West 300 feet of the Northeast Quarter of the Northwest Quarter.**




By: \_\_\_\_\_  
 Authorized Countersignature – Neil Sherman  
 (This Schedule A valid only when Schedule B is attached.)



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<b>Schedule BI</b>	<small>THROUGH ITS AGENT</small> <b>Best Homes Title Agency, LLC</b>

## REQUIREMENTS

Commitment No.: **GRC-97591**

The following requirements must be satisfied:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. **Documents satisfactory to us creating the interest in the Land and/or the mortgagor to be insured must be signed, delivered and recorded:**
  - A. Submit "Affidavit by Owner". Additional requirements may be made or exceptions taken for matters disclosed therein.
  - B. Provide evidence of the purchase price and/or the amount of the mortgage to be insured.
  - C. When the proposed insured is identified, additional requirements and/or exceptions may be made.
  - D. Current Certificate of Trust Existence and Authority for the Roger L. Pell and Nancy N. Pell Trust, which complies with the requirements of MCL 565.432; MSA 26.745(2).
  - E. Deed from Roger L. Pell and Nancy N. Pell, Trustees of the Roger L. Pell and Nancy N. Pell Trust, dated February 3, 1995 to Roger Pell and Nancy Pell, husband and wife.
  - F. Warranty Deed from Roger L. Pell and Nancy N. Pell, husband and wife to the proposed insured purchaser(s).
  - G. Discharge(s) of the mortgage(s) excepted on Schedule B – Section II. (In the event the loan is secured by a Mortgage allowing for advances of a credit line, please be advised that the borrower must authorize the lender to freeze the referenced credit line upon issuance of the payoff.)
  - H. Termination(s) of the Financing Statement(s) excepted on Schedule B - Section II.
4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements relating to the interest or the loan.
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**



## TAX INFORMATION SHEET

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

2016 Winter Taxes in the amount of \$375.88 are DUE (includes \$16.41 for Fire Prot - Frem).

2016 Summer Taxes in the amount of \$226.80 are DUE.

2015 Taxes in the amount of \$621.59 are DUE (delinquent Summer and Winter Taxes are DUE to the Newaygo County Treasurer).

Property Address: 8496 West 32nd Street, Fremont, Michigan 49412

Tax Parcel Number: 62-13-20-100-013

2016 State Equalized Value: \$69,000.00

Principal Residence Exemption: 100%

Taxable Value: \$19,754.00

School District: Fremont Schools

Special Assessments: NONE



 <b>First American Title</b>	<b>Commitment for Title Insurance</b>
	BY <b>First American Title Insurance Company</b>
<b>Schedule BII</b>	THROUGH ITS AGENT <b>Best Homes Title Agency, LLC</b>

### EXCEPTIONS

Commitment No.: **GRC-97591**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
2. 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.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.
5. Taxes and assessments not due and payable at Commitment Date.
6. Taxes and assessments which become due and payable after the Date of Policy, including taxes and assessments which may be added to the tax rolls or tax bill after the Date of Policy as a result of the taxing authority disallowing or revising an allowance of a Principal Residence Exemption ("PRE"), and invoices or assessments resulting from Building or Ordinance violations, if any.
7. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
8. All oil, gas and mineral interests of every kind and nature, and all rights appurtenant thereto.
9. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise.
10. Right of Way granted to Consumers Power Company, disclosed by instrument recorded in Liber/Document# 228 Page 419.
11. Right of Way granted to Michigan Bell Telephone Company, disclosed by instrument recorded in Liber/Document# Series J Page 4016.
12. The interest of Roger L. Pell and Nancy N. Pell, Trustees of the Roger L. Pell and Nancy N. Pell Trust, dated February 3, 1995 as disclosed by quit claim deed recorded in Liber 377, Page 6213.
13. Mortgage between Roger Pell aka Roger L. Pell aka Roger Lee Pell and Nancy Pell aka Nancy N. Pell aka Nancy Nadine Pell, husband and wife, as mortgagor, and American Farm Mortgage Company, Inc., as mortgagee, in the original stated principal amount of \_\_\_\_\_, dated 4/3/2015 recorded 4/9/2015 in Liber/Document# 457 Page 4557. (covers additional land)
14. Financing Statement between Roger L. Pell and Nancy N. Pell, debtor and American Farm Mortgage Company, Inc., secured party, recorded 8/18/2006 in Liber/Document# 422 Page 3481. Said Financing Statement is subject to Continuation recorded in Liber 442, Page 7692.

**BUY/SELL AGREEMENT**

THIS BUY/SELL AGREEMENT ("Agreement") made this 9<sup>th</sup> day of February, 2017, by and between (i) Roger Pell and Nancy Pell, 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 March 27, 2017. 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 12/15/2016, 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 all parcels except Parcel 1. Possession for the home and buildings will be given 45 days after Closing.
4. **Acceptance of Premises.** Buyer acknowledges that Buyer has made Buyer's own independent investigation with respect to the Property and its condition, including but not limited to zoning, governmental permits/approvals, and/or any environmental conditions and agrees to accept the Property in its present condition. The Property is

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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: all dairy and milking equipment.
6. All Property improvements are sold "AS IS" with no warranties of any type, expressed or implied. Any repairs or improvements which must be made are the responsibility of the Buyer. Buyer represents and warrants to Seller that Buyer has had the opportunity to inspect the entire Property, including, but not limited to, structural, plumbing, heating, electrical and mechanical components of the Property, to Buyer's satisfaction and, Buyer agrees to accept the Property in its present "AS IS" condition, with no warranties concerning its condition or permitted use. Buyer acknowledges that the Property may require repairs, maintenance or refurbishing. Buyer acknowledges that Buyer has had the opportunity to investigate the zoning classification of the Property and any other matters of interest pertinent to the Property, including, without limitation, its environmental condition and history.
7. If the Property includes one or more residential dwellings used or occupied, or intended to be used or occupied, as the home or residence of one or more persons, Buyer acknowledges that Seller has provided to Buyer a copy of the current form of lead paint hazard information pamphlet prepared by the United States Environmental Protection Agency ("USEPA"). In addition, Seller has disclosed to Buyer the presence of any known lead-based paint hazards and provided any available lead hazard evaluation report to Buyer. Buyer acknowledges that Buyer has had the opportunity to inspect the Property for any lead-based paint hazard and agrees to take title subject to any such hazard. Attached as Exhibit B to this Contract is the statement required by applicable laws and regulations to be attached to a contract for sale of residential real estate constructed prior to 1978.
8. Buyer acknowledges having received and inspected a copy of the Seller's Disclosure Statement, see attached Exhibit C.
9. Buyer acknowledges having received a copy of and having had the opportunity to review the Disclosure Regarding Real Estate Agency Relationships, see attached Exhibit D.
10. For all parcels except Parcel 8, Buyer will honor all conditions and restrictions contained in the Farmland Development Rights Agreement (PA 116) and Buyer will

assume responsibilities for all payback and/or penalty provisions, if any, provided by law.

11. Real property taxes and assessments which are payable on the Property on or before the date hereof [including the 2016 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.
12. A standard ALTA Owner's Policy of Title Insurance in the amount of the purchase price shall be furnished to the Buyer at the Seller's expense.
13. A new survey will not be completed and is not a contingency of the Sale.
14. The Closing will be conducted by Best Homes Title Agency, LLC. Closing fees charged by the title company of approximately Four Hundred and no/100 Dollars (\$400.00) 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 Newaygo 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.
15. 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 7 – all available land divisions  
Parcel 8 – all available land divisions  
This is subject to compliance with the Act. Seller and Auction Company make no representation as to the effect local zoning ordinances or regulations may have on Buyer's ability to divide the Property at all. Buyer acknowledges that local laws may differ and be more restrictive and not allow Buyer to divide the Property into smaller parcels.
16. Buyer hereby deposits \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ ) as valuable consideration evidencing Buyer's good faith commitment to purchase the Property, which is non refundable and to be applied to the purchase price at Closing. In the event of default by the Buyer, all deposits made hereunder may be forfeited as liquidated damages without notice to Buyer, or alternatively, at Seller's election, the Seller may retain such deposit as part of the payment of the purchase price and pursue any legal or equitable remedies against the Buyer including the right to bring an action for specific performance and/or to collect damages (including reasonable legal fees).

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[Method of Payment: \_\_\_\_\_]

17. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and their respective heirs, personal representatives, successors and permitted assigns. Buyer shall not assign this Agreement, in whole or in part, whether voluntarily or by operation of law, without Seller's prior written consent.
18. Buyer acknowledges that the auction company is an agent for the Seller.
19. Time is of the essence regarding this Agreement.
20. Seller agrees to pay the auctioneer commission and expenses as stated in the Employment Agreement dated December 6, 2016, between the auction company and Seller.
21. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements or negotiations between such parties, and may be amended, supplemented or changed only by an agreement in writing which makes specific reference hereto and which is signed by the party against whom enforcement of any such amendment, supplement or modification is sought. Any party signing this Agreement represents that he or she has the authority to enter into this Agreement and bind the party for whom he or she is signing.
22. None of the representations, warranties, covenants and agreements of Seller and Buyer herein, or in any certificates or other documents delivered prior to or at the Closing, shall survive the Closing, and Buyer shall have no claims against the Seller or the auction company with respect to any of the foregoing after the Closing.

[Remainder of Page Intentionally Left Blank]

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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 \_\_\_\_\_

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*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* \_\_\_\_\_

\_\_\_\_\_

**BUY/SELL AGREEMENT**

THIS BUY/SELL AGREEMENT ("Agreement") made this 9<sup>th</sup> day of February, 2017, by and between (i) Cornelia Pell, Trustee of the Cornelia Pell Trust, dated October 7, 1982, as amended, 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 March 27, 2017. 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 12/6/2016, 12/9/2016, 12/14/2016, and 12/21/2016, and agrees to accept the same, without objection or exception by the Buyer other than the release of any encumbrances identified therein at Closing, as evidencing marketable title. For clarity, the obligation of the Buyer to purchase the Property hereunder is firm and shall not be subject to any contingency, including (a) the ability of Buyer to obtain financing or (b) any due diligence.
3. Possession will be given to Buyer at Closing.
4. **Acceptance of Premises.** Buyer acknowledges that Buyer has made Buyer's own independent investigation with respect to the Property and its condition, including but not limited to zoning, governmental permits/approvals, and/or any environmental

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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: all dairy and milking equipment.
6. All Property improvements are sold "AS IS" with no warranties of any type, expressed or implied. Any repairs or improvements which must be made are the responsibility of the Buyer. Buyer represents and warrants to Seller that Buyer has had the opportunity to inspect the entire Property, including, but not limited to, structural, plumbing, heating, electrical and mechanical components of the Property, to Buyer's satisfaction and, Buyer agrees to accept the Property in its present "AS IS" condition, with no warranties concerning its condition or permitted use. Buyer acknowledges that the Property may require repairs, maintenance or refurbishing. Buyer acknowledges that Buyer has had the opportunity to investigate the zoning classification of the Property and any other matters of interest pertinent to the Property, including, without limitation, its environmental condition and history.
7. Buyer acknowledges having received a copy of and having had the opportunity to review the Disclosure Regarding Real Estate Agency Relationships, see attached Exhibit B.
8. Buyer will honor all conditions and restrictions contained in the Farmland Development Rights Agreement (PA 116) and Buyer will assume responsibilities for all payback and/or penalty provisions, if any, provided by law.
9. Real property taxes and assessments which are payable on the Property on or before the date hereof [including the 2016 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.
10. 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.

11. A new survey will not be completed and is not a contingency of the Sale.
12. The Closing will be conducted by Best Homes Title Agency, LLC. Closing fees charged by the title company of approximately Four Hundred and no/100 Dollars (\$400.00) 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 Newaygo 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.
13. 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 2 – all available land divisions | Parcel 3 – six (6) land divisions       |
| Parcel 4 – zero (0) land divisions      | Parcel 5 – all available land divisions |
| Parcel 6 – all available land divisions |   |
- This is subject to compliance with the Act. Seller and Auction Company make no representation as to the effect local zoning ordinances or regulations may have on Buyer's ability to divide the Property at all. Buyer acknowledges that local laws may differ and be more restrictive and not allow Buyer to divide the Property into smaller parcels.
14. 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: \_\_\_\_\_]
15. 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.
16. Buyer acknowledges that the auction company is an agent for the Seller.
17. Time is of the essence regarding this Agreement.
18. Seller agrees to pay the auctioneer commission and expenses as stated in the Employment Agreement dated December 6, 2016, between the auction company and Seller.



19. 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.
20. 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]

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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:**

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**SELLER'S PRINTED NAME** \_\_\_\_\_ Dated \_\_\_\_\_

**SELLER'S ADDRESS** \_\_\_\_\_

**SELLER'S TELEPHONE** ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**WITNESS** \_\_\_\_\_ Dated \_\_\_\_\_

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

*LENDER NAME:* \_\_\_\_\_

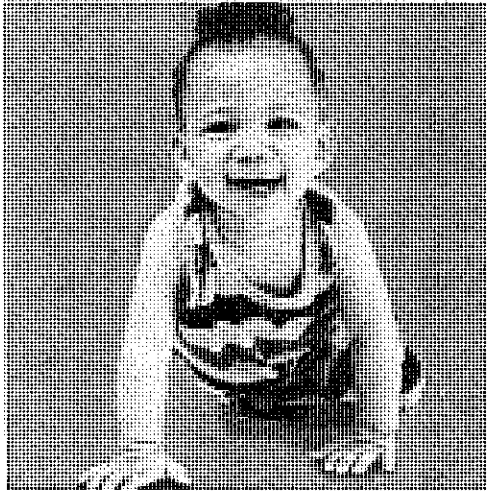
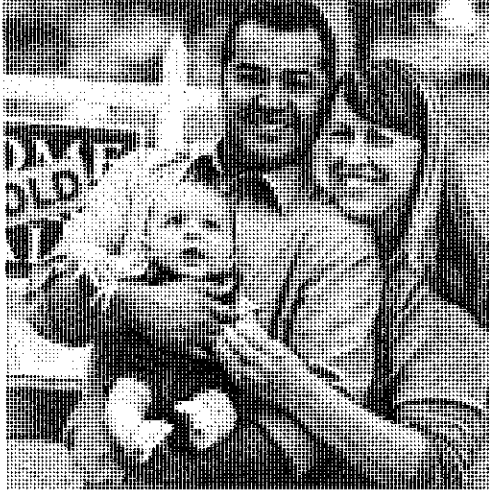
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*IF DEEDING SEPARATELY, LIST PRICES PER PARCEL* \_\_\_\_\_

\_\_\_\_\_

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# Protect Your Family From Lead in Your Home

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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?**

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

### **Read this entire brochure to learn:**

- How lead gets into the body
- 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](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children 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**

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

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

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

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



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

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

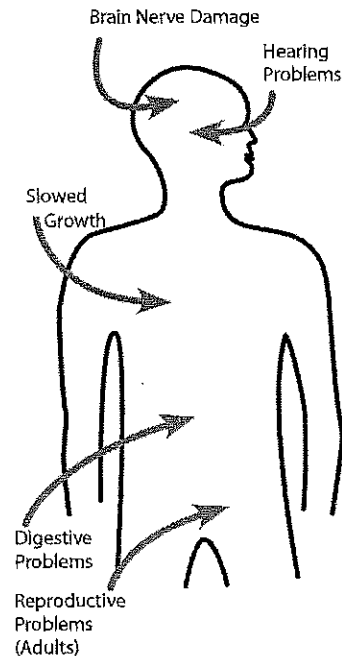
## Health Effects of Lead

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

### In children, exposure to lead can cause:

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



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

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

### In adults, exposure to lead can cause:

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

## Check Your Family for Lead

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

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

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

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

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

## Where Lead-Based Paint Is Found

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

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

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

### Lead can be found:

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

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

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

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

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

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**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

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

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



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

## Checking Your Home for Lead, continued

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

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

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

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

## What You Can Do Now to Protect Your Family

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

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

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



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

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

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement 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

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

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

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



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

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

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



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

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment 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](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Other Sources of Lead

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**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](http://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.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

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

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### **The National Lead Information Center**

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

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

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

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

### **State and Local Health and Environmental Agencies**

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

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

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

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

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

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

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

### **CPSC**

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

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

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

### **HUD**

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

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

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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).