

BIDDER'S PACKET

Adam & Renee Newland Land Auction

98 Acres in St. Joseph County, Michigan

Tuesday, December 13, 2016

6:00 PM

Auction to be held
at Cowboy Up
Restaurant

22046 M-60
Mendon, MI 49072



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

P: 1-800-LAST BID
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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.

Land Auction
98 Acres in St. Joseph County, MI
Auction Announcements

1. You may walk the property to inspect at any time at your convenience.
2. The land will be sold and bid on by the parcel, not by the acre.
3. Auction will be held at Cowboy Up Restaurant, 22046 M-60, Mendon, MI and will begin at 6 PM with registration beginning at 5 PM.
4. Real Estate will be offered in individual parcels, in any combination of parcels, or in its entirety.
5. Online bidding can be arranged to pre-approved bidders. Bidders must call Donna at 1-800-527-8243 before Thursday, December 8 for pre-approval to bid online.
6. No new surveys will be completed.
7. For parcels 1 & 2 only, buyers will have the option to use seller's newer well located on seller's property for irrigation purposes, for up to 7 years at no charge. Buyer will need their own power unit and will need to pay for any maintenance needed. See buy/sell for complete terms.
8. A 10% deposit will be required from the high bidder immediately following the conclusion of the auction. Good personal or company checks will be accepted.
9. Per the Michigan PA 288 of 1967, as amended by P.A 87 of 1997, Seller will transfer without warranty to Buyer the right to divide the Property purchased hereunder as follows: Parcel 1 – five (5) land divisions; Parcel 2 – four (4) land divisions; Parcel 3 – 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 all Buyer to divide the Property into smaller parcels.



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Property Information

Offered in individual parcels, in any combination of parcels or in its entirety.

Parcel # 1:

35 Acres of prime land, nearly all tillable. Set up with underground pipe and risers for irrigation. Currently planted in alfalfa and soy beans. Frontage on Marcellus Rd.

Parcel # 2:

35 Acres of land, of which approximately half is tillable. Balance is wooded and located along the road with a prime building site. There is a pond which could be used for irrigation. This year it was used for seed corn production. Frontage on Marcellus Rd.

Parcels 1 & 2 are contiguous and will have the rights to use the sellers newer well which is located across the road on the seller's home farm. Buyer can use the well for 7 years at no charge at buyer's expense for maintenance. Buyer will need their own power unit. Seller reserves the right to use well for his own 40 acres also it is possible to negotiate a longer lease with the seller.

Parcel # 3:

Beautiful 28 acre parcel currently planted with corn. Slowly rising property that has a gorgeous building site near the back. Road frontage on two roads.



Driving Directions

Directions to Land:

Parcels 1 & 2 are located across the street from 18800 Marcellus Rd, Three Rivers. From US-131 take Marcellus Rd East 2 miles to the land on the south side.

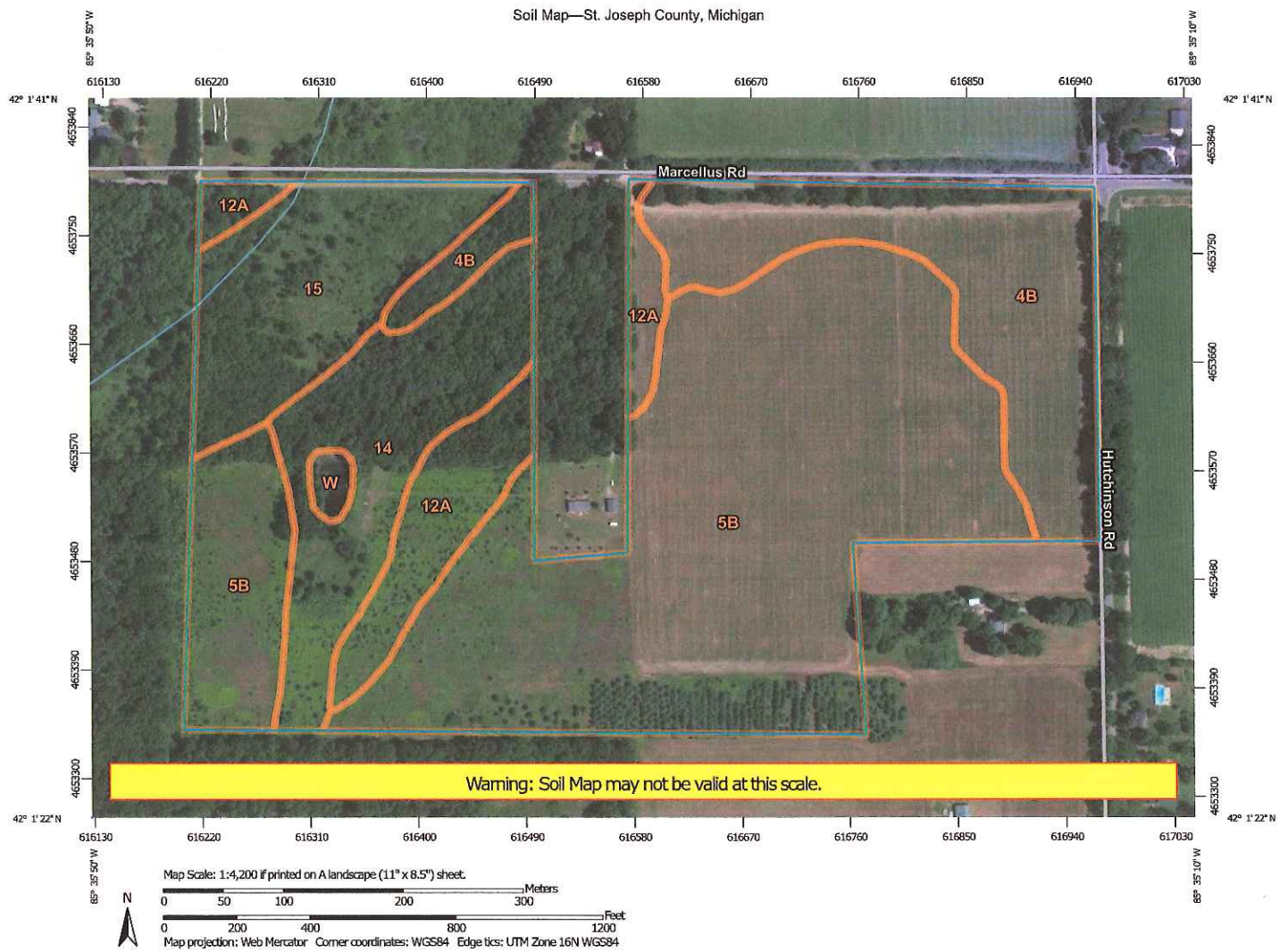
Parcel 3 is located West of Three Rivers. From US-131, take Hoffman Rd West 3 miles to Ruggles and Bullock roads and the land.

Look for auction signs!

Directions to the Auction Site:

Auction will be held at Cowboy Up Restaurant: 22046 M-60, Mendon, MI 49072
Approx. 9 miles East of Three Rivers on M-60.

For parcels #1 + 2



Map Unit Legend

St. Joseph County, Michigan (MI149)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
4B	Oshtemo sandy loam, 0 to 6 percent slopes	12.6	17.6%
5B	Spinks loamy sand, 0 to 6 percent slopes	36.6	51.2%
12A	Brady sandy loam, 0 to 2 percent slopes	5.5	7.7%
14	Sebewa loam, 0 to 2 percent slopes	8.5	11.9%
15	Cohoctah loam	7.9	11.0%
W	Water	0.4	0.6%
Totals for Area of Interest		71.5	100.0%

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Soil Map—St. Joseph County, Michigan

MAP LEGEND

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

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: <http://websoilsurvey.nrcs.usda.gov>
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: St. Joseph County, Michigan
Survey Area Data: Version 8, Sep 18, 2015

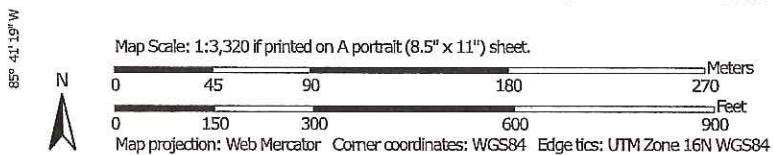
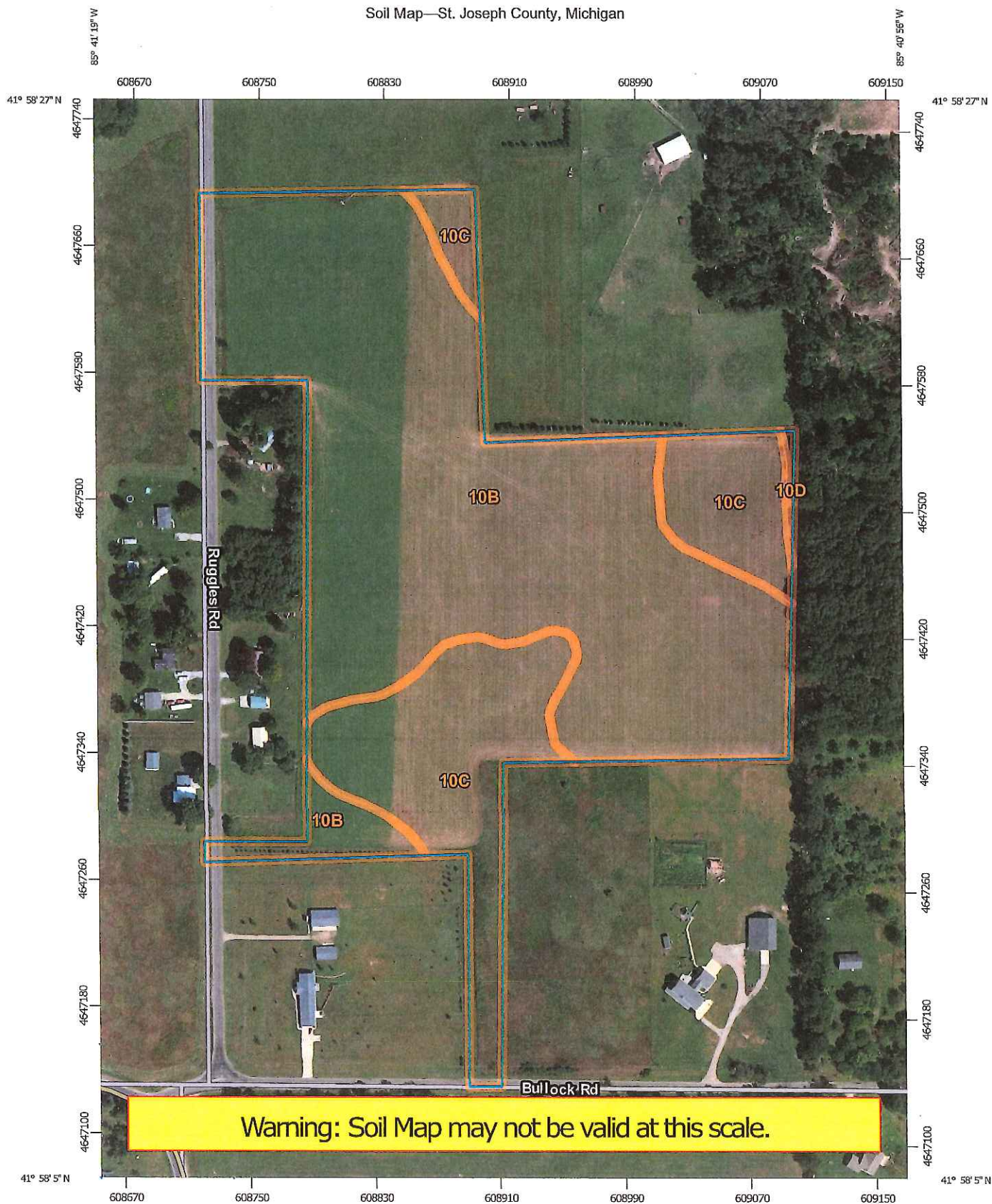
Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 13, 2011—Oct 3, 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.

Parcel 3 - not to scale
boundaries may be off.

Soil Map—St. Joseph County, Michigan



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

11/8/2016
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Soil Map—St. Joseph County, Michigan

MAP LEGEND

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

MAP INFORMATION

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Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
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: St. Joseph County, Michigan
Survey Area Data: Version 8, Sep 18, 2015

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

Date(s) aerial images were photographed: Jul 13, 2011—Mar 28, 2012

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

Map Unit Legend

St. Joseph County, Michigan (MI149)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
10B	Hillsdale sandy loam, 2 to 6 percent slopes	18.1	72.7%
10C	Hillsdale sandy loam, 6 to 12 percent slopes	6.7	26.9%
10D	Hillsdale sandy loam, 12 to 18 percent slopes	0.1	0.4%
Totals for Area of Interest		24.8	100.0%

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Michigan
St. Joseph
Report ID: FSA-156EZ

U.S. Department of Agriculture
Farm Service Agency
Abbreviated 156 Farm Record

FARM: 7207
Prepared: 10/27/16 8:17 AM
Crop Year: 2017
Page: 1 of 3

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name	Farm Identifier	Recon Number
ADAM R NEWLAND	16 com 5525,5984,7201	

Farms Associated with Operator:
5172, 5650

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
112.74	74.81	74.81	0.0	0.0	0.0	0.0	Active	4
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP				
0.0	0.0	74.81	0.0	0.0				

ARC/PLC			
ARC-IC NONE	ARC-CO WHEAT, CORN	PLC NONE	PLC-Default NONE

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction	HIP
WHEAT	8.5		37	0.0	0
CORN	29.4		104	0.0	
Total Base Acres:	37.9				

Tract Number: 11992 **Description:** E3 B21

BIA Range Unit Number:

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

Wetland Status: Tract contains a wetland or farmed wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
32.75	12.71	12.71	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	12.71	0.0	0.0		

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
WHEAT	1.0		40	0.0
CORN	2.8		137	0.0
Total Base Acres:	3.8			

Owners: ADAM R NEWLAND

RENEE R NEWLAND

Other Producers: None

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Michigan
St. Joseph

U.S. Department of Agriculture
Farm Service Agency

FARM: 7207

Prepared: 10/27/16 8:17 AM

Crop Year: 2017

Page: 2 of 3

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Tract Number: 12090 Description: E3 B16

BIA Range Unit Number:

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

Wetland Status: Tract does not contain a wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
22.86	5.5	5.5	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	5.5	0.0	0.0		

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
WHEAT	0.1		28	0.0
CORN	1.3		77	0.0
Total Base Acres:	1.4			

Owners: ADAM R NEWLAND

RENEE R NEWLAND

Other Producers: None

Tract Number: 12311 Description: C5 E3

BIA Range Unit Number:

HEL Status: HEL: conservation system is being actively applied

Wetland Status: Tract does not contain a wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
24.23	23.7	23.7	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	23.7	0.0	0.0		

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
WHEAT	5.0		35	0.0
CORN	18.7		89	0.0
Total Base Acres:	23.7			

Owners: ADAM R NEWLAND

RENEE R NEWLAND

Other Producers: None

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Michigan
St. Joseph

U.S. Department of Agriculture
Farm Service Agency

FARM: 7207

Prepared: 10/27/16 8:17 AM

Crop Year: 2017

Page: 3 of 3

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Tract Number: 12589 **Description:** PARK 21

BIA Range Unit Number:

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

Wetland Status: Tract does not contain a wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
32.9	32.9	32.9	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	32.9	0.0	0.0		

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
WHEAT	2.4		40	0.0
CORN	6.6		137	0.0
Total Base Acres:	9.0			

Owners: ADAM R NEWLAND

RENEE R NEWLAND

Other Producers: None

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Disclosure Regarding Real Estate Agency Relationships



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

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

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

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

SELLER'S AGENT

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

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

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

BUYER'S AGENT

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

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

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

DUAL AGENT

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

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

TRANSACTION COORDINATOR

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

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

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

DESIGNATED AGENCY

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

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

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

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

AFFILIATED LICENSEE DISCLOSURE (Check one)

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

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

Mirdema Auctioneering Inc. 10-6-16 _____
Licensee Date Licensee Date

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

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

 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-95418**

Revision No. 1

1. Commitment Date: **10/17/2016** 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: **, 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:

Adam R. Newland and Renee R. Newland, husband and wife

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

Situated in the **Township of Park and Fabius, County of St. Joseph, State of Michigan**

Parcel A:

Land in the Township of Park, County of St. Joseph, State of Michigan, described as follows:

The Northwest 1/4 of the Northeast 1/4 of Section 21, Town 5 South, Range 11 West

EXCEPTING OUT:

From the North Quarter Corner of Section 21, Town 5 South, Range 11 West, measure South 89 degrees 52 minutes 35 seconds East, along the North line of said Section, 1078.72 feet to the point of beginning of the land herein described; thence continue South 89 degrees 52 minutes 35 seconds East, along said North line, 241.25 feet to the East Eighth line of said Section, thence South 00 degrees 31 minutes 05 seconds East, along said Eighth line, 965.00 feet; thence North 89 degrees 52 minutes 35 seconds West, parallel with the North line of said Section, 241.25 feet; thence North 00 degrees 31 minutes 05 seconds West, parallel with the East Eighth line, 965.00 feet to the point of beginning.

Parcel B:

Land in the Township of Park, St. Joseph County, State of Michigan described as follows:

The Northeast 1/4 of the Northeast 1/4 of Section 21, Township 5 South, Range 11 West, EXCEPT the South 330.00 feet of the East 660.00 feet.

Parcel C:

Situated in the Township of Fabius, County of St. Joseph, State of Michigan,

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All that part of the Southeast 1/4 of Section 3, Town 6 South, Range 12 West, described as follows:

Commencing at the Southeast corner of said Section 3 and running thence North 89 degrees 55 minutes 50 seconds West along the Section line 663.01 feet to the point of beginning of this description, the boundary runs thence North 89 degrees 55 minutes 50 seconds West, along the Section line, 34.01 feet, thence North 01 degrees 18 minutes 31 seconds West 484.71 feet, thence North 89 degrees 53 minutes 24 seconds West 536.20 feet, thence North 00 degrees 33 minutes 10 seconds West, along the Centerline of Ruggles Road, 66.00 feet, thence South 89 degrees 53 minutes 25 seconds East 160.00 feet, thence North 00 degrees 33 minutes 10 seconds West 869.13 feet, thence North 89 degrees 53 minutes 25 seconds West 160.00 feet, thence North 00 degrees 33 minutes 10 seconds West, along said Centerline, 449.74 feet, thence South 89 degrees 56 minutes 15 seconds East 564.46 feet, thence South 00 degrees 26 minutes 05 seconds East, 515.69 feet, thence South 89 degrees 56 minutes 15 seconds East, 679.00 feet, thence South 00 degrees 26 minutes 05 seconds East, along the Section line 697.13 feet, thence North 89 degrees 55 minutes 50 seconds West 673.04 feet, thence South 01 degree 18 minutes 31 seconds East 657.31 feet to the point of beginning.



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



4950 Plainfield Avenue NE, Grand Rapids, Michigan 49525

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

PROVIDING THE VERY *Best* IN TITLE SERVICES

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

REQUIREMENTS

Commitment No.: **GRC-95418** *Revision No. 1*

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 Adam R. Newland and Renee R. Newland, 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. Partial Termination(s) of the Financing Statement(s) excepted on Schedule B - Section II. (as to parcel A)
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.

2015 Winter Taxes in the amount of \$1,203.91 are PAID (includes \$13.60 for Park Drain).
2016 Summer Taxes in the amount of \$470.89 are DUE.

Property Address: land on Marcellus Rd. , Three Rivers, MI 49093
Tax Parcel Number: 013-021-001-00
2016 State Equalized Value: \$44,200.00 Taxable Value: \$44,200.00
Principal Residence Exemption: 100% School District: Three Rivers

Special Assessments: NONE

Note: Parcel A

2015 Winter Taxes in the amount of \$405.44 are PAID.
2016 Summer Taxes in the amount of \$280.66 are DUE.

Tax Parcel Number: 013-021-001-30
2016 State Equalized Value: \$102,100.00 Taxable Value: \$26,346.00
Principal Residence Exemption: 100% School District: Three Rivers
Assessed Address: property on Marcellus Rd.

Special Assessments: NONE

Note: Parcel B

2015 Winter Taxes in the amount of \$524.84 are PAID.
2016 Summer Taxes in the amount of \$407.31 are PAID.

Tax Parcel Number: 004-003-011-05
2016 State Equalized Value: \$61,000.00 Taxable Value: \$38,615.00
Principal Residence Exemption: 100% School District: Three Rivers
Assessed Address: vacant land

Special Assessments: NONE

Note: Parcel C

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

EXCEPTIONS

Commitment No.: **GRC-95418** Revision No. 1

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. Easement for Right of Way granted to General Telephone Company of Michigan, disclosed by instrument recorded in Liber/Document# 463 Page 903. (Parcel C)
11. Oil and Gas Lease in favor of Raffaele Exploration Company, as lessee, recorded in Liber/Document# 488 Page 286, and any subsequent instruments pertinent thereto. (Parcels A & B)
12. Terms, covenants and conditions as set forth in Affidavit Attesting that Qualified Agricultural Property Shall Remain Qualified Agricultural Property recorded in Liber/Document# 1555 Page 657. (Parcel B)
13. Terms, covenants and conditions as set forth in Affidavit Attesting that Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property recorded in Liber/Document# 1705 Page 62. (Parcel C)
14. Terms, covenants and conditions as set forth in Affidavit Attesting that Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property recorded in Liber/Document# 1727 Page 885. (Parcel A and covers more land)
15. Mortgage between Adam R. Newland and Renee R. Newland, husband and wife, as mortgagor, and Greenstone Farm Credit Services, FLCA, as mortgagee, in the original stated principal amount of _____ dated 11/19/2009 recorded 11/23/2009 in Liber/Document# 1555 Page 390. (Parcel B)

16. Mortgage between Adam Newland a/k/a Adam R. Newland and Renee Newland a/k/a Renee R. Newland, husband and wife, as mortgagor, and Greenstone Farm Credit Services, FLCA, as mortgagee, in the original stated principal amount of dated 5/23/2013 recorded 5/24/2013 in Liber/Document# 1705 Page 57. (Parcel B & C)
17. Mortgage between Adam Newland a/k/a Adam R. Newland and Renee Newland a/k/a Renee R. Newland, husband and wife, as mortgagor, and Greenstone Farm Credit Services, FLCA, as mortgagee, in the original stated principal amount of dated 11/26/2013 recorded 12/2/2013 in Liber/Document# 1727 Page 880. (Parcels A, B & C, and additional property. Said mortgage was partially released as to the additional property by Partial Release of Mortgage recorded in liber 1787, Page 605.)
18. Financing Statement between Sun West Mortgage Company, Inc., debtor and Darryl Sitek, secured party, recorded 6/18/2015 in Liber/Document# 1787 Page 626. (parcel A and includes more land) *This will be removed by seller prior to closing.*

BUY/SELL AGREEMENT

THIS BUY/SELL AGREEMENT ("Agreement") made this 13th day of December, 2016,
by and between (i) Adam R. Newland and Renee R. Newland, husband and wife,
hereinafter called the "Seller", and (ii)

of _____

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

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

1. The full purchase price of _____ Dollars (\$ _____) shall be paid upon execution and delivery of Warranty Deed by Seller by bank money order, cashier's check or wire transfer of immediately available funds.
2. The Sale of the Property shall be closed (the "Closing") within ten (10) days after the preparation of all closing documents, but not later than January 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 October 17, 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. Exceptions: _____.
4. **Acceptance of Premises.** Buyer acknowledges that Buyer has made Buyer's own independent investigation with respect to the Property and its condition, including but not limited to zoning, governmental permits/approvals, and/or any environmental

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

5. All improvements and appurtenances on the Property as of the date hereof are included in the sale. Exceptions: _____.
6. All Property improvements are sold "AS IS" with no warranties of any type, expressed or implied. Any repairs or improvements which must be made are the responsibility of the Buyer. Buyer represents and warrants to Seller that Buyer has had the opportunity to inspect the entire Property, including, but not limited to, structural, plumbing, heating, electrical and mechanical components of the Property, to Buyer's satisfaction and, Buyer agrees to accept the Property in its present "AS IS" condition, with no warranties concerning its condition or permitted use. Buyer acknowledges that the Property may require repairs, maintenance or refurbishing. Buyer acknowledges that Buyer has had the opportunity to investigate the zoning classification of the Property and any other matters of interest pertinent to the Property, including, without limitation, its environmental condition and history.
7. Buyer acknowledges having received a copy of and having had the opportunity to review the Disclosure Regarding Real Estate Agency Relationships, see attached Exhibit B.
8. 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.
9. 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.
10. A survey will not be completed and is not a contingency of the Sale.
11. For Parcels 1 and 2 only, Buyer will be granted the right to use Seller's well located on Seller's property for up to a maximum of seven (7) years for irrigation purposes at

no cost to Buyer. Buyer will need his/her own power source and will need to pay for any repairs or maintenance that may be needed due to his/her use of the well. Buyer acknowledges that Seller also may be using the well for irrigation purposes on Seller's land.

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 St. Joseph 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 1 – five (5) land divisions; Parcel 2 – four (4) land divisions; Parcel 3 – 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. Seller reserves the right to convert this transaction to an exchange pursuant to Internal Revenue Code section 1031. Buyer agrees to cooperate with Seller and shall execute an Assignment Agreement and any other documents reasonably requested by Seller at no additional cost or liability to Buyer.
15. 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: _____]
16. 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.
17. Buyer acknowledges that the auction company is an agent for the Seller.
18. Time is of the essence regarding this Agreement.

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19. Seller agrees to pay the auctioneer commission and expenses as stated in the Employment Agreement dated October 6, 2016, between the auction company and Seller.
20. 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.
21. None of the representations, warranties, covenants and agreements of Seller and Buyer herein, or in any certificates or other documents delivered prior to or at the Closing, shall survive the Closing, and Buyer shall have no claims against the Seller or the auction company with respect to any of the foregoing after the Closing.

[Remainder of Page Intentionally Left Blank]

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

BUYER'S SIGNATURE _____ Dated _____

BUYER'S PRINTED NAME _____ Dated _____

BUYER'S SIGNATURE _____ Dated _____

BUYER'S PRINTED NAME _____ Dated _____

BUYER'S ADDRESS _____

BUYER'S DAYTIME TELEPHONE (_____) _____ - _____

WITNESS _____ Dated _____

SELLER'S ACCEPTANCE:

The above offer is hereby accepted.

SELLER'S SIGNATURE _____ Dated _____

SELLER'S PRINTED NAME _____ Dated _____

SELLER'S SIGNATURE _____ Dated _____

SELLER'S PRINTED NAME _____ Dated _____

SELLER'S ADDRESS _____

SELLER'S TELEPHONE (_____) _____ - _____

WITNESS _____ Dated _____

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

LENDER NAME: _____

CONTACT NAME: _____ PHONE: _____

IF BUYING MORE THAN ONE PARCEL, BUYER WISHES TO DEED

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

IF DEEDING SEPARATELY, LIST PRICES PER PARCEL _____

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