

# BIDDER'S PACKET

## Blueberry & Apple Land Auction

Approx. 479 Acres in Van Buren & Berrien Counties

South Haven, MI

Tuesday, April 11th, 2017

1 PM

Auction to be held  
at: Baymont Inn &  
Suites

1555 Phoenix  
Road, South  
Haven, MI 49090



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.

## Driving Directions

### Directions to Auction:

**1555 Phoenix Rd., South Haven, MI:**

Auction will be held at Baymont Inn & Suites. Just East of I-96 highway at the South Haven exit. (Exit # 20)

Parcel # 1 is located on Bainbridge Center Rd, South of Carmody Rd., in Berrien County.

Parcel # 2 is located on 36<sup>th</sup> Ave just East of 72<sup>nd</sup> Ave.

Parcel # 3 is located on 68<sup>th</sup> St, North of 38<sup>th</sup> Ave.

Parcel # 4 & # 5 are located on 38<sup>th</sup> Ave, West of 70<sup>th</sup> St.

Parcel # 6,8,& 9 is located on 40<sup>th</sup> Ave just West of 70<sup>th</sup> St.

Parcel # 10 is located on 40<sup>th</sup> Ave, East of 70<sup>th</sup> Ave.

Parcel # 7 is located North of 40<sup>th</sup> Ave.

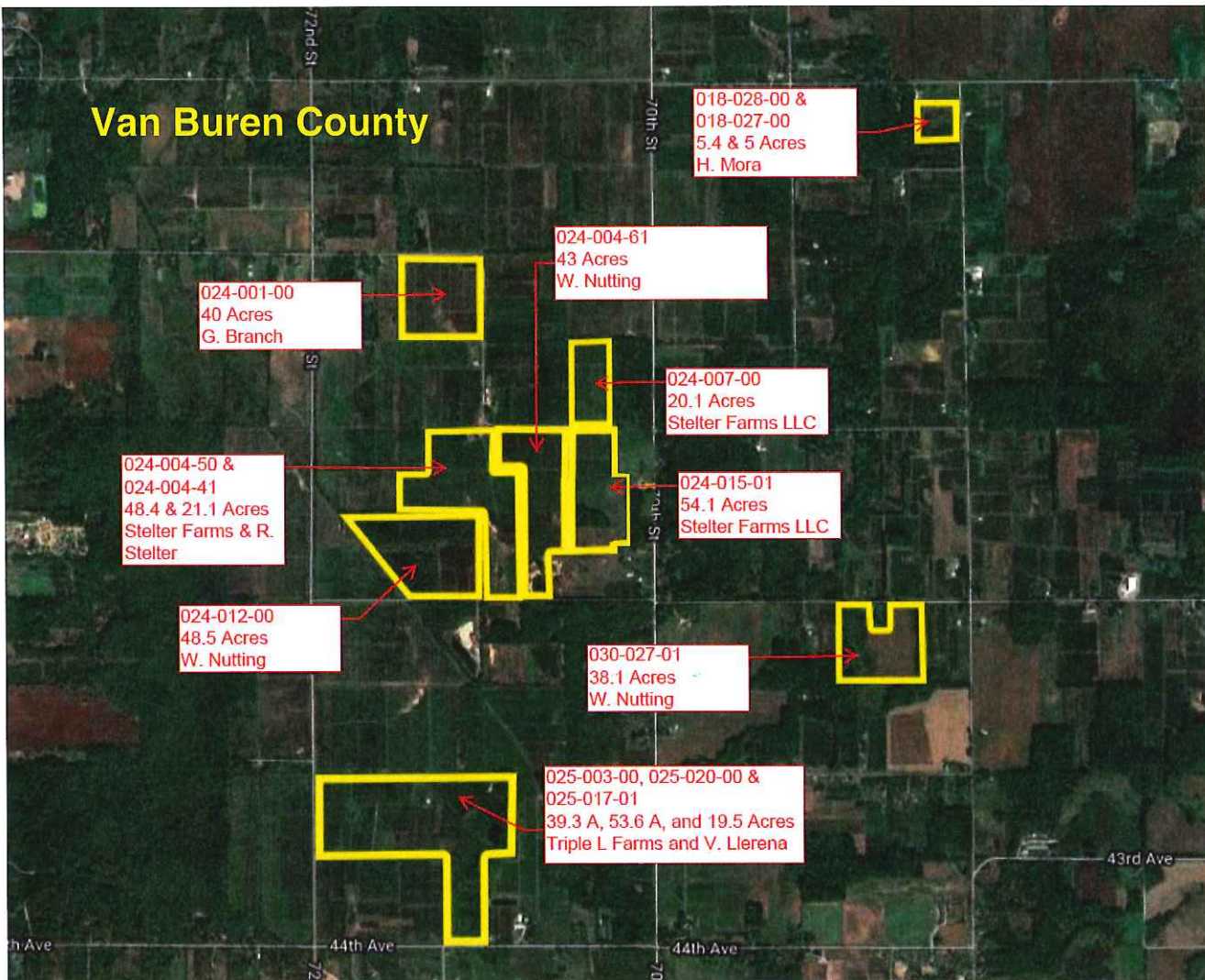
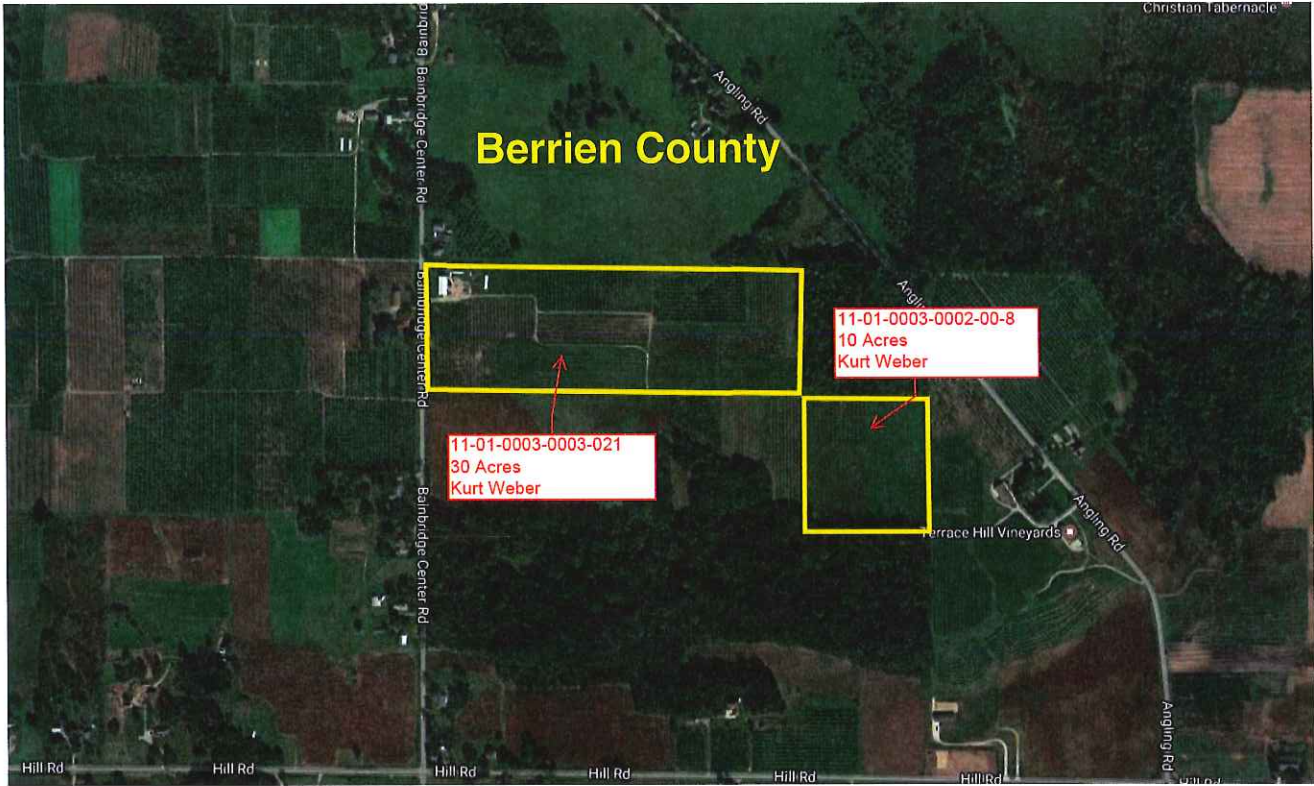
Parcel # 11 is located on 72<sup>nd</sup> St, North of 44<sup>th</sup> Ave.

**Look for auction signs!**

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**Blueberry & Apple Land  
Approx. 479 Acres  
Auction Announcements**

1. There is no buyer's premium charged on the auction.
2. You may walk the real estate at any time at your convenience to inspect.
3. The auction will be held at the Baymont Inn & Suites at 1555 Phoenix Rd, South Haven, MI.
4. Registration begins at noon, auction begins at 1 PM.
5. There will not be any new surveys completed on any of the property.
6. The real estate will be selling by the parcel, not by the acre. Bidding will be on the parcel, not by the acre.
7. A 10% deposit will be required from the high bidder immediately after the conclusion of the auction. Company or personal checks are accepted.
8. Additional information on each parcel is included in this bid packet. Please look over the additional information provided.
9. Preliminary title commitments are available for your inspection online at [www.miedemaauctioneering.com](http://www.miedemaauctioneering.com). Please inspect these prior to the auction.





Parcel # 1

## Listing Information Data Sheet

Heartland Agricultural Services, LLC/Miedema Auctioneering

<b>Client</b>	Weber, Kurt	<b>Telephone</b>	269-468-6045
<b>Address</b>	6439 N. Branch Road Benton Harbor, MI 49022	<b>Email</b>	nancyweber9@gmail.com

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### Property Locations

**Parcel #: 1**

**11-01-0003-0002-00-8** (10 acres): SE 1/4 OF NE 1/4 OF SW 1/4 OF SEC 3 T4S R17W

**11-01-0003-0003-02-1** (30 acres): THE W 3/4 OF N 1/2 OF N 1/2 OF SW 1/4 FRL SEC 3 T4S R17W

**County:** Berrien    **Township:** Bainbridge    **Section:** 3

<b>Total Acreage</b>	40	<b>Perennial</b>	34 total tillable
		<b>Fruit Acreage</b>	15 Peaches 12 Apples 7 Cherries

<b>Wells</b>	one 6" diameter with 15hp well pump	<b>Irrigation</b>	Set-up for trickle irrigation
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<b>Buildings</b>	42x96 pole barn 3-trailer labor camp	<b>Other</b>	None
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<b>Total Overall Acreage</b>	40	<b>Total Overall Tillable</b>	34
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### Production History

Tart cherry trees are young trees, but should be bearing within a few years.

Owner states the peach trees bear between 175-275 bushels per acre.

Owner states the apple trees bear between 600-750 bushels per acre. There are 4.5 acres of apple trees that are young trees and should be bearing within a few years.

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### Prospective Tenants

Kurt Weber	269-468-6045	nancyweber9@gmail.com
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Parcels 6, 9, + 10

## Listing Information Data Sheet

Heartland Agricultural Services, LLC/Miedema Auctioneering

<b>Client</b>	Nutting, Bill	<b>Telephone</b>	269-207-3761
<b>Address</b>	40281 68 <sup>th</sup> Street Bangor, MI 49013	<b>Email</b>	4bluepowder@gmail.com kristypobuda@gmail.com

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### Property Locations

**Parcel #: 10**

**80-04-030-027-01** (38.1 acres): 405 30-2-16 771-333 1371-712,713 1427-414,415 1526-573 1528-593  
E1/2 OF NW1/4 OF NE1/4 OF SEC. ALSO W1/2 OF NE1/4 OF NE1/4 OF SEC. EX COM AT NE COR OF SEC, TH  
W ALG N SEC L 1314.20' TO BEG, TH CON W ALG N SEC L 128.80', TH S AT RT ANG 339', TH E PAR WITH N  
SEC L 128.80', TH N 339' TO BEG.

<b>Total Acreage</b>	38	<b>County:</b> Van Buren	<b>Township:</b> Bangor	<b>Section:</b> 20
			<b>Perennial</b>	<u>17 total tillable</u>
			<b>Fruit Acreage</b>	14 Jersey 3 Bluecrop
<b>Wells</b>	None		<b>Irrigation</b>	Utilizes flood irrigation

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**Parcel #: 9**

**80-07-024-012-00** (48.5 acres): 382 24-2-17 786-982 1029-232 1371-714,715 1427-415 1526-571,573  
1528-593 THAT PART OF S 1/2 OF SW 1/4 OF SEC LY ELY OF RR.

<b>Total Acreage</b>	48	<b>County:</b> Van Buren	<b>Township:</b> Covert	<b>Section:</b> 24
			<b>Perennial</b>	<u>16 total tillable</u>
			<b>Fruit Acreage</b>	8 Jersey 3 Bluecrop 2 Berkley 1 Blueray 1 Stanley 1 Mixed
<b>Wells</b>	None		<b>Irrigation</b>	Utilizes flood irrigation

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**Parcel #: 6**

**80-07-024-004-61** (43 acres): 374-B7 24-2-17 1075-540 1158-903 1163-381 1164-713 1357-450 1413-954  
1425-938 BEG ON S SEC L 1538.81 FT S 89 DEG 22'54"W OF SE COR OF SEC, TH CON S 89 DEG 22'54"W ON  
S SEC L 466.51 FT, TH N 0 DEG 07'26"W 1977.12 FT, TH S 89 DEG 11'25"W 465.17 FT, TH N 0 DEG 01'44"E  
645.0 FT TO E & W 1/4 L, TH N 89 DEG 11'25"E ON SAME 1123.0 FT, TH S 0 DEG 16'35"E 1968.19 FT, TH N  
89 DEG 22'56"W 200.0 FT, TH S 0 DEG 16'35"E 656.08 FT TO BEG. \*\*\* SPLIT ON 21 MAY 2002 FROM 80-  
07-024-004-60 FOR 2003.

<b>Total Acreage</b>	43	<b>County:</b> Van Buren	<b>Township:</b> Covert	<b>Section:</b> 24
			<b>Perennial</b>	<u>32 total tillable</u>
			<b>Fruit Acreage</b>	23 Jersey 3 Blueray 3 Concord 3 Rubles
<b>Wells</b>	two 6" diameter with 5hp well pump		<b>Irrigation</b>	Utilizes flood irrigation
<b>Buildings</b>	40x30 spray building		<b>Other</b>	two ponds

(See Back)

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**Total Overall**    129  
**Acreage**

**Total Overall**    65  
**Tillable**

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**Production History**

Owner states there is an average 72,000lb net weight harvested from the 38-acre farm every year.

Owner states there is an average 80,000lb net weight harvested from the 48-acre farm every year.

Available through crop insurance reports, Owner states there is an average 400,000lb net weight harvested from the 43-acre farm every year. Sales of these berries have been happening through Coloma Wholesale Foods.

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**Prospective Tenants**

Bill Nutting	269-207-3761	4bluepowder@gmail.com
Eisen Farms, LLC	269-463-6129	eisenfarms@yahoo.com

Parcel # 11

**Listing Information Data Sheet**  
*Heartland Agricultural Services, LLC/Miedema Auctioneering*

<b>Client</b>	Llerena, Guadalupe	<b>Telephone</b>	269-906-5954
	Triple L Farms Inc.		
<b>Address</b>	72699 12 <sup>th</sup> Avenue	<b>Email</b>	x
	South Haven, MI 49090		

**Property Locations** **Parcel #: 11**

**80-07-025-003-00** (40 acres): 392-A 25-2-17 810-130 823-320 1226-05 1412-965 1412-964 1418-155 NW 1/4 SW 1/4. 40 A.

	<b>County:</b> Van Buren	<b>Township:</b> Covert	<b>Section:</b> 24
<b>Total Acreage</b>	40	<b>Perennial</b>	<u>40 total tillable</u>
		<b>Fruit Acreage</b>	30 Jersey
			2 Bluecrop
			6 Rubles
			2 Berkley
<b>Wells</b>	two 6" diameter with 5hp well pump	<b>Irrigation</b>	None

**80-07-025-017-01** (20 acres): 400 25-2-17 810-130 823-320 1399-814 1502-205 1542-632 E 1/2 OF SE 1/4 OF SW 1/4 OF SEC. \*\*\* SPLIT ON 7 OCTOBER 1999 FROM 80-07-025-017-00 FOR 2000.

	<b>County:</b> Van Buren	<b>Township:</b> Covert	<b>Section:</b> 24
<b>Total Acreage</b>	20	<b>Perennial</b>	<u>5 total tillable</u>
		<b>Fruit Acreage</b>	5 Elliott
<b>Wells</b>	None	<b>Irrigation</b>	Set -up for drip, but has not been utilized due to no well

**80-07-025-020-00** (54 acres): 400-C 25-2-17 810-130 823-320 1263-233 1412-965 1418-154/5 1502-205 NE 1/4 OF SW 1/4 OF SEC. ALSO W 15 ACRES OF NW 1/4 OF SE 1/4 OF SEC. \*\*\* SPLIT ON 7 OCTOBER 1999 FROM 80-07-025-017-00 FOR 2000.

	<b>County:</b> Van Buren	<b>Township:</b> Covert	<b>Section:</b> 24
<b>Total Acreage</b>	54	<b>Perennial</b>	<u>40 total tillable</u>
		<b>Fruit Acreage</b>	30 Jersey
			4 Rubles
			4 Rancoacas
			2 Mixed
<b>Wells</b>	one 4" diameter with 5hp well pump	<b>Irrigation</b>	Twenty acres of overhead risers
<b>Buildings</b>	24x28 chemical building	<b>Other</b>	2-acre pond

<b>Total Overall Acreage</b>	114	<b>Total Overall Tillable</b>	85
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**Production History**

Owner states there is an average 300,000lb net weight harvested from the 40+54 acre farms every year. In 2010, Owner states a record year of over 600,000lb.

Owner states there is an average 8,000 to 10,000lb net weight harvested by handpicking the Elliotts on the 20 acres farm every year.

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**Prospective Tenants**

Bill Nutting	269-207-3761	4bluepowder@gmail.com
Eisen Farms, LLC	269-463-6129	eisenfarms@yahoo.com

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Parcels 4, 5, 7, + 8

## Listing Information Data Sheet

Heartland Agricultural Services, LLC/Miedema Auctioneering

<b>Client</b>	Stelter, Ralph	<b>Telephone</b>	269-208-4010
<b>Address</b>	32018 CR 687 Bangor, MI 49013	<b>Email</b>	rsstelter@yahoo.com

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### Property Locations

Parcel #: 7

**80-07-024-004-50** (48 acres): 374-B6 24-2-17 1075-538 1158-901 1160-219 1161-561 1184-722 1509-903 BEG AT S1/4 POST OF SEC, TH N0D01'44"E ALG N&S 1/4 L 1974.96', TH S89D16'37"W PAR WITH E&W 1/4 L 929.81', TH N PAR WITH W SEC L 645.0' TO E&W 1/4 L, TH N89D16'37"E ON SD 1/4 L 930.14' TO CEN OF SEC, TH N89D11'25"E ON SD 1/4 L 196.10', TH S0D01'44"W PAR WITH N&S 1/4 L 645.0', TH N89D11' 25"E PAR WITH E&W 1/4 L 465.17', TH S0D07'26"E 1977.12' TO S SEC L, TH S89D22'54"W ALG SD S L 666.51' TO BEG. SPLIT FROM: 80-07-024-003-01, 80-07-024-004-20, AND 80-07-024-004-30.

	<b>County:</b> Van Buren	<b>Township:</b> Covert	<b>Section:</b> 24
<b>Total Acreage</b>	48	<b>Perennial</b>	<u>33 total tillable</u>
		<b>Fruit Acreage</b>	21 Jersey 7 Concord 5 Mixed
<b>Wells</b>	one 8" diameter at 110 gallons per minute one 6" diameter at 175 gallons per minute one 4" diameter at 50 gallons per minute	<b>Irrigation</b>	Trickle irrigation
<b>Buildings</b>	50x30 receiving station	<b>Other</b>	Non-irrigation pond

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Parcel #: 8

**80-07-024-004-71** (21 acres): 374-B8 24-2-17 1160-217 1165-583 1185-837 1372-353 COM AT W 1/4 POST OF SEC, TH S ON W SEC L 625.0 FT TH N 89 DEG 16'37"E 395.0 FT, TH S 20.0 FT, TH N 89 DEG 16'37"E 929.81 FT TO N & S 1/4 L, TH S 0 DEG 01'44"W ALG SAID 1/4 L 664.98 FT TO E & W 1/8 L IN SW 1/4, TH S 89 DEG 18'50"W ON SAME 1324.46 FT, TH N PAR WITH W SEC L 684.12 FT TO BEG TOGETHER WITH AN EASEMENT FOR INGRESS & EGRESS. \*\*\* SPLIT ON 10 DECEMBER 2002 FROM 80-07-024-004-70 FOR 2003.

	<b>County:</b> Van Buren	<b>Township:</b> Covert	<b>Section:</b> 24
<b>Total Acreage</b>	21	<b>Perennial</b>	<u>17 Jersey (total tillable)</u>
		<b>Fruit Acreage</b>	
<b>Wells</b>	None	<b>Irrigation</b>	None utilized now, but irrigation can be brought from water lines found on the 48-acre farm.

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Parcel #: 5

**New ID following split** (57 acres): Commencing at the Southeast corner of Section 24, Town 2 South, Range 17 West; thence North 00 34'00" West on the East section line, 657.16 feet to the North line of the South half of the Southeast Quarter of the Southeast Quarter; thence South 89 20'18" West on same, 664.87 feet to the place of place beginning of this description; thence South 00 34'00" East 34.00 feet; thence South 89 20'18" West 664.68 feet to the West line of the East Half of the Southeast Quarter; thence North 00 16'05" West on same, 2002.22 feet to the East and West Quarter line; thence North 00

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16'34" West on the West line of the East Half of the Northeast Quarter, 1315.30 feet to the North line of the Southeast Quarter of the Northeast Quarter; thence North 89 15'47" East on same, 655.89 feet to the West line of the East Half of the Southeast Quarter of the Northeast Quarter; thence South 00 26'09" East on same, 1314.45 feet to the East and West Quarter line; thence North 89 11'27" East on same, 90.57 feet; thence South 00 34'00" East 946.53 feet; thence South 89 20'18" West 259.87 feet; thence South 00 34'00" East 34.00 feet to the place of beginning. 57.48 A.

	<b>County:</b> Van Buren	<b>Township:</b> Covert	<b>Section:</b> 24
<b>Total Acreage</b>	57	<b>Perennial Fruit Acreage</b>	<u>27 total tillable</u> 5 Jersey 10 Rubles 11 Bluecrop 1 Mixed
<b>Wells</b>	one 6" diameter with 15hp well pump	<b>Irrigation</b>	Trickle irrigation through the Bluecrop bushes. Utilizes flood irrigation with risers across other acres.

**Parcel #: 4**

**80-07-024-007-00** (20 acres): 380-B 24-2-17 877-661 1359-554 1361-785 \* W 1/2 OF SE 1/4 OF NE 1/4 OF SEC.

	<b>County:</b> Van Buren	<b>Township:</b> Covert	<b>Section:</b> 24
<b>Total Acreage</b>	20	<b>Perennial Fruit Acreage</b>	<u>16.5 total tillable</u> 11 Jersey 5 Rubles 0.5 Bluecrop
<b>Wells</b>	one 6" diameter at 150 gallons per minute	<b>Irrigation</b>	Utilizes flood irrigation with risers

<b>Total Overall Acreage</b>	126	<b>Total Overall Tillable</b>	93.5
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**Production History**

<u>Farm</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
48-acre farm	168,539	102,447	58,758
21-acre farm	97,059	81,759	47,620
57-acre farm	131,905	57,291	52,767
20-acre farm	76,963	37,946	5,185

*\*all lb net weight*

**Prospective Tenants**

Bill Nutting	269-207-3761	4bluepowder@gmail.com
Eisen Farms, LLC	269-463-6129	eisenfarms@yahoo.com

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Parcel # 3

**Listing Information Data Sheet**  
*Heartland Agricultural Services, LLC/Miedema Auctioneering*

**Client** Mora, Herminio **Telephone** (Rigo) 269-348-5858  
**Address** 24620 M-140 **Email** x  
South Haven, MI 49090

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**Property Locations**

**Parcel #:** 3

**80-04-018-028-00** (5.4 acres): 243-C 18-2-16 790-845 884-330 1491-8 \* N 10 ACRES OF E 22 ACRES OF NE 1/4 OF SE 1/4 OF SEC. EXCEPT N 265 FT THEREOF.

**80-04-018-027-00** (5 acres): 243-B 18-2-16 749-93 790-845 884-330 1470-52 1491-8 S 5 ACRES OF N 15 ACRES OF E 22 ACRES OF NE 1/4 OF SE 1/4 OF SEC.

**County:** Van Buren **Township:** Bangor **Section:** 18  
**Total Acreage** 10 **Perennial** 6 total tillable  
**Fruit Acreage** 6 Jersey  
**Wells** None **Irrigation** Trickle irrigation

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**Total Overall Acreage** 10 **Total Overall Tillable** 6

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**Production History**

Owner states there was 34,585lb net weight harvested from the 10-acre farm in 2016.

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**Prospective Tenants**

Bill Nutting 269-207-3761 4bluepowder@gmail.com  
Eisen Farms, LLC 269-463-6129 eisenfarms@yahoo.com  
Herminio Mora 269-348-5858

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Parcel # 2

## Listing Information Data Sheet

Heartland Agricultural Services, LLC/Miedema Auctioneering

<b>Client</b>	Branch, Gayle	<b>Telephone</b>	269-382-7603
<b>Address</b>	17750 62 <sup>nd</sup> Street Bangor, MI 49013	<b>Email</b>	x

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### Property Locations

**Parcel #:** 2

**80-07-024-001-00** (40 acres): 374 24-2-17 891-935 1140-304 1397-472 1403-538/9 \* NE 1/4 OF NW ¼ OF SEC.

<b>Total Acreage</b>	40	<b>County:</b> Van Buren	<b>Township:</b> Covert	<b>Section:</b> 24
			<b>Perennial Fruit Acreage</b>	<u>32 total tillable</u> 24 Bluecrop 8 Mixed – including: Rubles, Rancoacas, Barrows
<b>Wells</b>	one 8" diameter with 5hp well pump one 4" diameter with 5hp well pump one 2" diameter in barn's wash room (1hp pump)		<b>Irrigation</b>	Overhead irrigation with pop-up heads
<b>Buildings</b>	30x60 barn 35x40 chemical building		<b>Other</b>	Pond with pump for irrigation

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<b>Total Overall Acreage</b>	40	<b>Total Overall Tillable</b>	32
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### Production History

2010: 136,344lb net weight	2011: 122,548lb net weight
2012: 63,942lb net weight	2013: 252,373lb net weight
2014: 126,008lb net weight	2015: winter damage

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### Prospective Tenants

Eisen Farms, LLC	269-463-6129	eisenfarms@yahoo.com
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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.

Midwest Auctionery &      3-1-17      \_\_\_\_\_  
 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.**

Potential  Buyer  Seller (check one)      Date \_\_\_\_\_      Potential  Buyer  Seller (check one)      Date \_\_\_\_\_  
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**BUY/SELL AGREEMENT**

THIS BUY/SELL AGREEMENT ("Agreement") made this 11<sup>th</sup> day of April, 2017, by and between (i) **[NEED SELLER'S NAME]**, 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 May 25, 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 \_\_\_\_\_, and agrees to accept the same, without objection or exception by the Buyer other than the release of any encumbrances identified therein at Closing, as evidencing marketable title. For clarity, the obligation of the Buyer to purchase the Property hereunder is firm and shall not be subject to any contingency, including (a) the ability of Buyer to obtain financing or (b) any due diligence.
3. Possession will be given to Buyer at Closing.
4. **Acceptance of Premises.** Buyer acknowledges that Buyer has made Buyer's own independent investigation with respect to the Property and its condition, including but not limited to zoning, governmental permits/approvals, and/or any environmental conditions and agrees to accept the Property in its present condition. The Property is being sold to the Buyer "AS IS, WHERE IS" with no warranties of any type,

(17)

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 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 new survey will not be completed and is not a contingency of the Sale.
11. 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 \_\_\_\_\_ 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.

12. Per the Michigan PA 288 of 1967, as amended by P.A. 87 of 1997, Seller will transfer without warranty to Buyer all available rights to divide the Property purchased. 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.

13. 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: \_\_\_\_\_]

14. 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.

15. Buyer acknowledges that the auction company is an agent for the Seller.

16. Time is of the essence regarding this Agreement.

17. Seller agrees to pay the auctioneer commission and expenses as stated in the Employment Agreement dated \_\_\_\_\_, between the auction company and Seller.

18. 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.

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19. 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]

W

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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