

TABLE OF CONTENTS

Notice to All Bidders.....	Page 1
Procedure for Purchasing at Auction	Page 2
Announcements	Page 3
Property Information	Page 4
Driving Directions.....	Page 5
Varieties of Apples	Page 6
Floor Plan.....	Pages 7-8
Information on Well	Pages 9-10
Survey Sketch.....	Page 11
Sellers Disclosure	Pages 12-13
Lead Based Paint Disclosure	Page 14
Agency Disclosure	Page 15
Title Commitment.....	Pages 16-18
Buy/Sell Agreement	Pages 19-23
Lead Based Paint Handbook	Pages 24-38

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 records.

Hubert Trust Auction Announcements

- 1.** The auction will be held at English Hills Banquet Center, 1200 Four Mile Rd Walker, MI 49544. Auction will begin at 6PM – registration at 5PM.
- 2.** We will be selling at a separate online auction on November 8 two other items for the Hubert Estate. 1) A 73 acre parcel of woodland in Alger County in the Upper Peninsula (on Lastbidrealestate.com) 2) A 1946 Cessna 120 Airplane on Rangerbid.com
- 3.** The home and the orchard will be offered separately and together and will sell in the manner that brings the best return to the estate.
- 4.** The barn on parcel 2 encroaches on the neighbors property, it is approximately 5'-7' over the property line. It will be sold "As Is" with this encroachment. It appears that it has been encroaching on the neighbors property for several years.
- 5.** Per Sparta Township, the property is Zoned Ag-1.
- 6.** The back 30 acres contains the younger orchard trees.
- 7.** Open House Dates: Saturday, October 27, 1-3PM
Saturday, November 3, 1-3PM
- 8.** Surveys have been completed the cost of the survey will be the cost of the buyer, payable at closing, as follows:
Parcel 1: \$350.00 Parcel 2: \$1,150.00
- 9.** There is no Buyers Premium added to the high bid.
- 10.** Future land division rights 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 1-0, Parcel 2-13. 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.

Property Information

Parcel 1

- Spacious 6-bedroom farmhouse in need of some updating
- Architectural beauty with ornamental plaster work on ceilings in living areas
- Open kitchen including butcher block island with additional pull-out table
- Plenty of storage, with numerous built-ins
- 2-1/2 baths in finished areas, with a half bath in the unfinished basement
- Large, main floor laundry room with loads of cabinets and utility sink
- Spacious master bedroom with private half-bath
- Extra large bonus room upstairs.
- Lovely stone fireplace in living room
- Two enclosed porches (three-season and four-season
- Large unfinished basement with large fruit cellar, work room & half bath
- 2-car garage

Parcel 2

Approximately 108 acres of prime orchards and orchard land. Several varieties with some young orchards just beginning their prime! Good producing orchard ready to make money for you! Also includes the barn.

Driving Directions

Directions to the Property: From US-96 take the Fruit Ridge Exit (Exit 90), go North on Fruit Ridge approximately 7 miles to farm on the West side of the road.

Auction Location: Auction will be held at English Hills Banquet Center, 1200 Four Mile Road Walker, MI 49544.

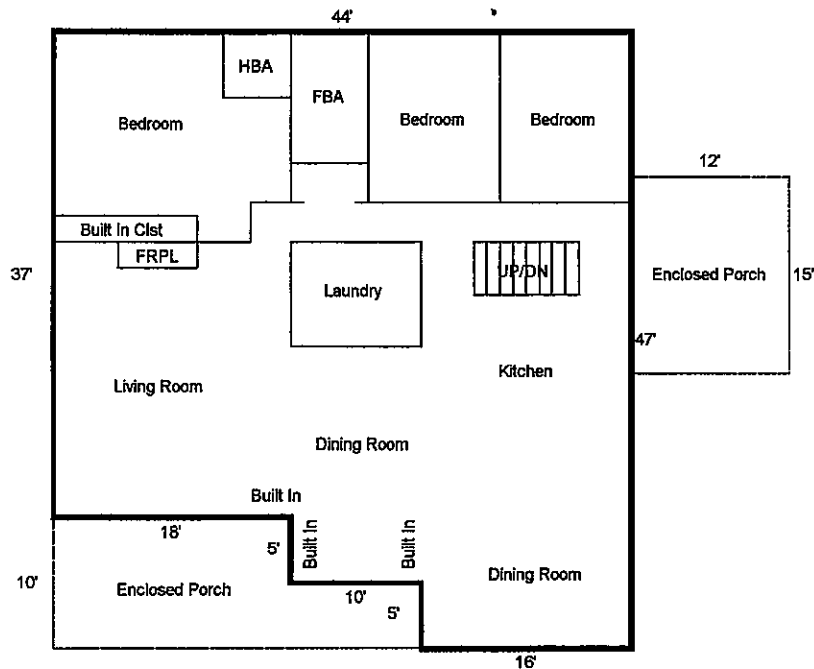
Marvin Hubert Orchard - Varieties of Apples

Paula Red
Rome
Winsap
Red Mac
Jonamac
Ace Mac
Jonathan
Empire
Golden Delicious
Jonagold
Red Cortland
Red Delicious
H Red Delicious
Miller Red Delicious
Spy
Juice
Fuji
Gala
Ida Red

*This information was supplied by the seller.

Main Floor

Not to Scale



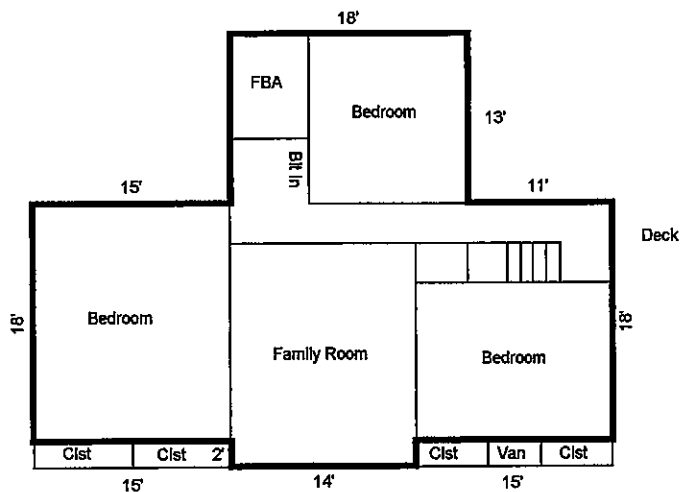
Sketch by Apex IV Windows™

AREA CALCULATIONS SUMMARY			
Code	Description	Size	Totals
GLA1	First Floor	1838	1838
P/P	Enclosed Porch	180	
	Enclosed Porch	230	410
GLA2	Second Floor	1054	1054
TOTAL LIVABLE (rounded)			2892

LIVING AREA BREAKDOWN		
Breakdown		Subtotals
First Floor		
26 x	42	1092
18 x	37	666
5 x	16	80
Second Floor		
2 x	14	28
18 x	44	792
13 x	18	234
6 Areas Total (rounded)		2892

Upstairs

Not to Scale



Sketch by Apex IV Windows™

DEQ MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
DRINKING WATER & RADIOLOGICAL PROTECTION DIVISION

WATER WELL AND PUMP RECORD

Completion is required under authority of Part 127 Act 368 PA 1978
Failure to comply is a misdemeanor

PERMIT NO:

TAX NO:

1. LOCATION OF WELL

County

KENT

Township Name

SPARTA

Fraction

NE 1/4 SE 1/4 NE 1/4

Section No.

31

Town No.

TOW

Range No.

R12W

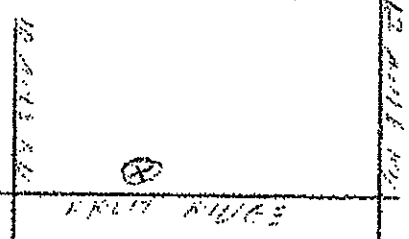
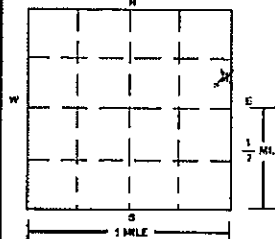
Distance and Direction from Road Intersection

1/2 MILE NORTH OF TEN MILE RD.
WEST SIDE OF FRUIT RIDGE NW.

Street Address & City of Well Location

Locate with 'x' in Section Below

Sketch Map



2. FORMATION DESCRIPTION

THICKNESS
OF
STRATUM

DEPTH TO
BOTTOM OF
STRATUM

HARD CLAY & GRAVEL

7

7

GRAY CLAY

16

23

GRAY CLAY & STONES

7

30

#10 SAND

8

38

USE A 2ND SHEET IF NEEDED

15. ABANDONED WELL PLUGGED?

☐ Yes ☒ No

Casing Diameter _____ in.

Depth _____ ft.

PLUGGING MATERIAL:

☐ Neat Cement

☐ Bentonite Slurry

☐ Cement/Bentonite Slurry

☐ Concrete Grout

☐ Bentonite Chips

No. of Bags _____

Casing Removed?

☐ Yes ☐ No

16. REMARKS: (Elevation, Source of Data, etc.)

OWNER WISHES TO RETAIN OLD WELL FOR
SPRINKLING.

17. DRILLING MACHINE OPERATOR:

☒ Employee ☐ Subcontractor

Name MIKE WAHLFIELD

3. OWNER OF WELL

Address

MARVIN HUBERT

8945 FRUIT RIDGE NW
SPARTA, MICH 49345

Address Same as Well Location ☒ Yes ☐ No

4. WELL DEPTH:

Date Completed

38 ft.

11/19/98

☐ New Well

☒ Replacement Well

5. ☒ Cable Tool

☐ Rotary

☐ Driven

☐ Dug

☐ Hollow Rod

☐ Auger/Bored

☐ Jetted

☐

6. USE:

☒ Household

☐ Type I Public

☐ Type III Public

☐ Irrigation

☐ Type IIa Public

☐ Heat Pump

☐ Test Well

☐ Type IIb Public

☐

7. CASING:

☒ Steel

☒ Threaded

Height: Above/Below

☐ Plastic

☐ Welded

Surface: 1 ft

☐ Other

Diameter: 4 in. to 33 ft. depth

Weight: 11 lbs./ft.

3 in. to 38 ft. depth

BORE HOLE:

Diameter: _____ in. to _____ ft. depth

_____ in. to _____ ft. depth

☒ Drive Shoe

☐ Shale Packer

8. SCREEN: ☐ Not Installed

☐ Gravel-Packed

Type STAINLESS

Diameter 3"

Slot/Gauze #10 SLOT

Length: 5 ft.

Set Between 33 ft. and 38 ft.

FITTINGS:

☒ K-Packer

☐ Bremer Check

☒ Blank Above Screen

1 ft. Other

9. STATIC WATER LEVEL:

28 ft. Below Land Surface

☐ Flowing

10. PUMPING LEVEL: Below Land Surface

28 ft. After 1 1/2 hrs. Pumping at 60 G.P.M.

☒ Plunger

☐ Bailor

☐ Air

☐ Test Pump

11. WELL HEAD COMPLETION:

☒ Pitless Adapter

☒ 12" Above Grade

☐ Basement Offset

☐ Well House

12. WELL GROUTED?

☐ No

☒ Yes

From 0 to 27 ft.

☐ Neat Cement

☒ Bentonite

☐ Other

No. of Bags 4

Additives

13. NEAREST SOURCE OF POSSIBLE CONTAMINATION:

Type SEPT.

Distance 50+ ft. Direction SW

Type _____

Distance _____ ft. Direction _____

14. PUMP: ☐ Not Installed

☐ Pump Installation Only

Manufacturer's Name RED JACKET

Model Number 50CNI-5cc HP 1/2 Volts 220

Length of Drop Pipe 20 ft. Capacity 18 G.P.M.

TYPE: ☒ Submersible

☐ Jet

☐ Other

PRESSURE TANK:

Manufacturer's Name WELL X-TROL

Model Number 250 Capacity _____ Gallons

18. WATER WELL CONTRACTOR'S CERTIFICATION:

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

WAHLFIELD DRILLING CO., INC.

REGISTERED BUSINESS NAME

41-0395

Address 4449 WESTSHIRE DR. COMSTOCK PARK, MI

Signed

[Signature]

Date 11/23/98

AUTHORIZED REPRESENTATIVE

DRILLING CONTRACTOR COPY

EQP 2017 (12/96)

9

Environmental Health
700 Fuller Ave. N.E.
Grand Rapids, MI 49503

**Kent County Health Department
Water Supply Facility Permit**

Phone: (616) 336-3089
Fax: (616) 336-2436

Location/Address:

8445 FRUIT RIDGE

City, Village, or Twp.

SPARTA

Name of Owner:

MARY HUBERT

Address:

8445 FRUIT RIDGE

Phone #

784 1236

Perm. Par. #:

Well key #

WELL SITE EVALUATION INFORMATION

ISOLATION REQUIREMENTS:

50 Feet from on-site sewage disposal system(s)

5 Feet from municipal sewer lines

3 Feet from overhang of bldg.

50 Feet from surface water

50 Feet from underground fuel storage tank(s)

50 Feet from above ground fuel storage tank(s)

50 Feet other (specify): SEWAGE LIFT PUMP

25 Minimum depth in feet

Feet required for submergence

Y Grouting requirements: FULL CASING

Y Required well abandonment: YES NO N/A (circle one)

Continuous protective barrier: YES NO N/A (circle one)

PRE-SITE EVALUATION INFORMATION

1 201 Contamination Sites

1 U.S.T. Storage Sites

8445 FRUIT RIDGE

1 S.F.E. Evaluation Information

INSPECTIONS REQUIRED

☐ Pre-construction

Date: _____

☐ Construction

Date: _____

☐ Grouting

Date: _____

☐ Other

Date: _____

☒ Final Inspection

Date: _____

WELL TYPE

☒ Domestic

☐ Irrigation

☐ Test Well

☐ Commercial

☐ Recharge

☐ Dewatering

This permit is issued in accordance with Sec. 7-0, Kent County Water Supply Regulations. This permit is valid for two years from the date of issuance and is non-transferable to any other person or location. No work shall be commenced or continued on a water supply either before the permit is issued or after the permit has expired.

Well casing termination approved: Yes ☒ No ☐

Well location approved: Yes ☒ No ☐

Well construction approved: Yes ☒ No ☐

Screened vent: Yes ☒ No ☐

Buried suction line protected: Yes ☒ No ☐ N/A ☐

PUMP: ☐ Shallow well jet ☐ Deep well jet

☒ Submersible ☐ Hand pump

☐ Other

Piping materials: Type: _____

Pressure rating: PSI _____ ASTM # _____

Storage: Type: _____

Location: _____

Capacity: _____ gal. Operating range: _____ psi

Treatment type (if any): _____

Location: _____

Water sample results: Date: _____

Bacter: Safe ☐ No ☐

Resample date: Bacter: Safe ☐ No ☐

Partial chemical: _____

Well log received: Yes ☐ No ☐ Date: _____

Water supply approved: Yes ☐ No ☐ Date: _____

Yes ☐ Date: _____

By: _____

Well Driller: _____

Comments

Old well to start
out of water per
11-10-98

Signature of Sanitarian

Jim Arnesen

Telephone #

336 3089

Date issued

11-13-98

Final inspection of this well is REQUIRED.

Please contact this office when well is completed to arrange for inspection and water sampling.

CERTIFICATE OF SURVEY

DESCRIPTIONS:

Parcel 1: That part of the South 1/2 of the Northeast 1/4 of Section 31, Town 9 North, Range 12 West, Sparta Township, Kent County, Michigan, described as: Beginning at a point on the East line of said Section 31, N01°04'31"E, 1078.45 feet from the East 1/4 corner of said Section 31; thence N88°18'41"W, 250.00 feet; thence N01°04'31"E, 252.00 feet; thence N88°18'41"W, 2414.11 feet along the North line of the South 1/2 of said Northeast 1/4; thence S00°44'36"W, 344.51 feet along the North line of the South 1/4 line of said Section 31; thence N88°24'50"W, 1283.77 feet along the North line of the South 990 feet of the Northwest 1/4 of said Section 31; thence S00°29'27"W, 990.00 feet along the West line of the East 1/2 of the South 990 feet of said Northwest 1/4; thence S88°24'38"E, 1279.41 feet along the East and West 1/4 line of said Section 31 to the Center of Section 31; thence S88°23'52"E, 2656.27 feet along said East and West 1/4 line to said East section line and the Point of Beginning, containing 1.45 acres of land. Subject to the rights of the public over the East 33 feet thereof for Fruit Ridge Avenue, a public roadway and easements, restrictions and rights of way of record.



LEGEND

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

WEST 1/4 CORNER
SEC. 31, T9N, R12W
SPARTA TOWNSHIP
KENT COUNTY, MI

I HEREBY CERTIFY THAT WE HAVE SURVEYED THE PREMISES HEREIN DESCRIBED, THAT THE IMPROVEMENTS ARE LOCATED ENTIRELY THEREON AS SHOWN, AND THAT THERE ARE NO ENCROACHMENTS, EXCEPT AS SHOWN HEREON.

THIS SURVEY WAS MADE FROM THE LEGAL DESCRIPTION ABOVE. THE DESCRIPTION SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE POLICY FOR ACCURACY, EASEMENTS, AND EXCEPTIONS.

Christopher J. Gower

CHRISTOPHER J. GOWER

P.S. 47951

Parcel 2: That part of the South 1/2 of Section 31, Town 9 North, Range 12 West, Sparta Township, Kent County, Michigan, described as: Beginning at the East 1/4 corner of said Section 31; thence N01°04'31"E, 1078.45 feet along the East line of said Section 31; thence N88°18'41"W, 250.00 feet; thence N01°04'31"E, 252.00 feet; thence N88°18'41"W, 2414.11 feet along the North line of the South 1/2 of said Northeast 1/4; thence S00°44'36"W, 344.51 feet along the North line of the South 1/4 line of said Section 31; thence N88°24'50"W, 1283.77 feet along the North line of the South 990 feet of the Northwest 1/4 of said Section 31; thence S00°29'27"W, 990.00 feet along the West line of the East 1/2 of the South 990 feet of said Northwest 1/4; thence S88°24'38"E, 1279.41 feet along the East and West 1/4 line of said Section 31 to the Center of Section 31; thence S88°23'52"E, 2656.27 feet along said East and West 1/4 line to said East section line and the Point of Beginning, containing 109.0 acres of land. Subject to the rights of the public over the East 33 feet thereof for Fruit Ridge Avenue, a public roadway and easements, restrictions and rights of way of record.

N 88°18'41" W 2656.11'
NORTH LINE, SOUTH 1/2, NE 1/4, SEC. 31-9-12

N. LINE, S. 990', NW 1/4
N 88°24'50" W 1283.77'

W. LINE, E 1/2, S. 990', NW 1/4
S 00°29'27" W 990.00'

PARCEL 2
4749857.7 Sq. Feet
109.0 Acres

CENTER OF SECTION 31
T9N, R12W
SPARTA TOWNSHIP
KENT COUNTY, MI

EAST - WEST 1/4 LINE
S 88°23'52" E 2656.27'

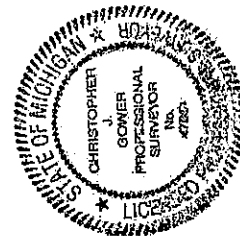
EAST 1/4 CORNER
SEC. 31, T9N, R12W
SPARTA TOWNSHIP
KENT COUNTY, MI

FRUIT RIDGE AVENUE

66' WIDE - PUBLIC
N 01°04'31" E 1330.27'

PARCEL 1
63000.0 Sq. Feet
1.45 Acres
N 01°04'31" E 252.0'
POB PARCEL 1
N 88°18'41" W 250.0'

POB PARCEL 2



GPS
GOWER PROFESSIONAL
SURVEYING, P.C.

7144 Childsdale Avenue, NE
Rockford, MI 49341
(616) 863-9508 VOICE
(616) 866-6483 FAX

Miedema Auctioneering, Inc.
601 Gordon Industrial Ct SW
Byron Center, MI 49315
Hubert Family Trust
8946 Fruit Ridge Ave NW, Sparta, MI 49345

FIELD:	CJG	10/12012	SHEET:	1 OF 1
OFFICE:	CJG	10/7/2012	JOB:	2012-112

H



Seller's Disclosure Statement

Property Address: 8945 Fruit Ridge Street Sparta City, Village or Township MICHIGAN

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

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

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

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

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

Explanations (attach additional sheets if necessary): Fireplace was bricked shut for energy efficiency. Was working fireplace prior
UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

- Basement/Crawlspace: Has there been evidence of water? yes ☐ no ☒
If yes, please explain: _____
- Insulation: Describe, if known: _____
Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown ☒ yes ☐ no ☐
- Roof: Leaks? _____
Approximate age if known: 15 year shingles
- Well: Type of well (depth/diameter, age and repair history, if known): _____
Has the water been tested? _____
If yes, date of last report/results: _____
- Septic tanks/drain fields: Condition, if known: unknown
- Heating system: Type/approximate age: Gas fired boiler system + Electric heat
- Plumbing system: Type: copper ☒ galvanized ☐ other ☐
Any known problems? No
- Electrical system: Any known problems? unknown - 200 Amp Service & Panel installed w/in last 15-20 yrs. Low Voltage Relay System for lighting & some switches/relays may need service
- History of infestation, if any: (termites, carpenter ants, etc.) unknown

Property Address: 8945 Fruit Ridge
Street

Sparta
City, Village or Township

MICHIGAN

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 property.

unknown ☒ yes ☐ no ☐

If yes, please explain: _____

11. Flood Insurance: Do you have flood insurance on the property?

unknown ☒ yes ☐ no ☒

12. Mineral Rights: Do you own the mineral rights?

unknown ☒ yes ☐ no ☐

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

1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property?

unknown ☒ yes ☐ no ☐

2. Any encroachments, easements, zoning violations or nonconforming uses?

unknown ☐ yes ☒ no ☐

3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowners' association that has any authority over the property?

unknown ☐ yes ☐ no ☒

4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors?

unknown ☒ yes ☐ no ☐

5. Settling, flooding, drainage, structural, or grading problems?

unknown ☒ yes ☐ no ☐

6. Major damage to the property from fire, wind, floods, or landslides?

unknown ☒ yes ☐ no ☐

7. Any underground storage tanks?

unknown ☒ yes ☐ no ☒

8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.?

unknown ☒ yes ☐ no ☐

9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge?

unknown ☐ yes ☒ no ☐

10. Any outstanding municipal assessments or fees?

unknown ☐ yes ☐ no ☒

11. Any pending litigation that could affect the property or the Seller's right to convey the property?

unknown ☐ yes ☐ no ☒

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: Barn encroaches approx. 5' to north of property (see Survey). 8 fruit trees

The Seller has lived in the residence on the property from Sellers have not lived at property in 25+ years (date).

The Seller has owned the property since Sellers are Trustees of Margaret Hubert Estate Trust (date).

The Seller has indicated above the condition of all the 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 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.

BUYER IS 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 Heath Anderson

Date 10/10/12

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 Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form for misrepresentation or for warranties made in connection with the form.

**Addendum to West Michigan Regional Purchase Agreement
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

Property Address 8945 Fruit Ridge, Sparta, MI 49306

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 (initial "1" or "2" below)
1. _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
 2. HRA 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 (initial "1" or "2" below)
1. _____ 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): _____
 2. HRA Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller's Acknowledgment

- A. HRA Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of her/his responsibility to ensure compliance.

Heather Anderson 10/10/12 _____
Seller Date Seller Date

NOTE: SELLERS ARE UNDER NO OBLIGATION TO HAVE THEIR HOME TESTED PRIOR TO A SALE AND THEY ARE NOT RESPONSIBLE TO REMOVE OR CORRECT ANY LEAD-BASED PAINT HAZARDS.

Purchaser's Acknowledgment (Initial)

- A. _____ Purchaser has received copies of all information listed above.
- B. _____ Purchaser has received the pamphlet *Protect Your Family From Lead In Your Home*.
- C. _____ Purchaser has (check "1", "2", or "3" below):
1. _____ received a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 2. _____ received by mutual agreement a _____ day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazard; or
(If Purchaser is not satisfied with the results of the inspection referenced in either #1 or #2 above, upon written notice from Purchaser to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Purchaser.)
 3. _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certificate 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.

_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ REALTOR®	_____ Date	_____ REALTOR®	_____ Date



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 transactional 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 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.

Madama Auctioneering 11-3-2012
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.**

Neather Anderson 10/10/12
Potential ☐ Buyer ☒ Seller (check one) Date



The Closing Office

Title Agency, LLC

Agent for:

First American Title Insurance Company

SCHEDULE A

COMMITMENT NO.: TCO-01409

1. Commitment Date: 8/22/2012 at 8:00AM

2. Policy (or policies) to be issued:

a. ALTA Owner's Policy

Policy Amount

Proposed Insured:

\$ 1,000.00

To Be Determined

b. ALTA Loan Policy

Policy Amount

Proposed Insured:

\$

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

Margaret A. Hubert, Trustee of the Margaret A. Hubert Trust, under agreement dated January 15, 1992

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

Located in the Township of Sparta, County of Kent, State of Michigan, and is described as:

All of the South ½ of the Northeast ¼ of Section 31, Town 9 North, Range 12 West, Sparta Township, Kent County, Michigan.

Also, The East ½ of the following description: Commencing at the Southwest corner of the Northwest ¼ of Section 31, town 9 North, Range 12 West, thence East 160 rods; thence North 60 rods; thence West 160 rods; thence 60 rods South to the place of beginning, Sparta Township, Kent County, Michigan.

The Closing Office Title Agency
4950 Plainfield NE, Suite B Grand Rapids, MI 49525

First American Title Insurance Company

SCHEDULE B – SECTION I

REQUIREMENTS

COMMITMENT NO.: TCO-01409

The following requirements must be met:

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 mortgage to be insured must be signed, delivered and recorded:
 - a) **Submit "Affidavit by Owner", Form No. 47.019.0-023. Additional requirements may be made or exceptions taken for matters disclosed therein.**
 - b) **Current Certificate of Trust Existence and Authority for the Margaret A. Hubert, Trustee of the Margaret A. Hubert Trust, under agreement dated January 15, 1992, that includes all of the information Act 133 of 1991 (MCL 565.431 *et seq.*) requires and will be executed by a person the Act authorizes.**
 - c) **Warranty Deed from Margaret A. Hubert, Trustee of the Margaret A. Hubert Trust, under agreement dated January 15, 1992 to To Be Determined.**
 - d) **Payment of any Special Assessments, Water Usage and Nuisance charges, if any, from the Township of Sparta.**
 - e) **Pay unpaid taxes and assessments unless shown as paid:
2012 Summer Taxes in the amount of \$3,204.53 are PAID.
2011 Winter Taxes in the amount of \$1,008.34 are PAID.
Tax Parcel Identification:
Property Address: 8945 Fruit Ridge Ave. NW, Sparta, MI
Tax Parcel No.: 41-05-31-200-005
2012 State Equalized Value: \$274,000.00
2012 Taxable Value: \$157,385.00
Principal Residence Exemption: 100%
School District: Sparta
Special Assessments: None**
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 or exceptions relating to the interest or the loan.
5. In the event The Closing Office does not close the transaction, the Mortgage to be insured must be recorded within 30 days of execution or the Loan Policy to be issued will include the following exception on Schedule B:
"Notwithstanding Covered Risk 13(b), this policy does not insure against loss or damage resulting from the invalidity or loss of priority of the Insured Mortgage arising out of any proceeding under federal bankruptcy, state insolvency, or similar creditors' rights laws involving the Mortgagor".

First American Title Insurance Company

SCHEDULE B – SECTION II

EXCEPTIONS

COMMITMENT NO.: TCO-01409

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

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 not shown by the Public Records but that could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession thereof.
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 which become due and payable after the Commitment Date, including taxes or assessments which may be added to the tax rolls or tax bill after the Commitment Date as a result of the taxing authority disallowing or revising an allowance of a Primary Residence Exemption (PRE).
6. Any lease, grant, exception or reservation of minerals or minerals rights appearing in the public records.
7. **Any rights, title, interest or claim thereof to that portion of the land taken, used, or granted for streets, roads, or highways.**
8. **Easement granted to Consumers Power Company, as recorded in Liber 51 of Miscellaneous Records, Page 112.**

End of Schedule B – Section II

BUY/SELL AGREEMENT

THIS BUY/SELL AGREEMENT made this 8th day of November, 2012, by and between the undersigned Margaret A. Hubert, Trustee of the Margaret A. Hubert Trust, under agreement dated January 15, 1992, hereinafter called the "Seller", and _____ of _____

[please note whether husband and wife, married, single, partnership, corporation, etc], hereinafter called the "Buyer". The Buyer hereby offers to buy the Property commonly described as Parcel _____ and legally described in the attached Exhibit A, 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 within ten (10) days after all necessary papers are ready, but not later than December 10, 2012. If the closing of the sale is delayed by reasons of delays in the title work, or by title defects which can be readily corrected, a further period of thirty (30) days shall be allowed for closing. The Buyer acknowledges receipt prior to the Auction Sale of a copy of a Commitment for Title Insurance respecting the subject real Property issued through The Closing Office Title Agency, dated August 22, 2012, and agrees that if further Commitment for Title Insurance brought current, as provided hereinabove, contains no different or additional material requirements or exceptions, the same shall be accepted by the Buyer, without objection or exception by the Buyer, as evidencing marketable title.
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 concerns and agrees to accept the Property in its present condition. The Property is being sold to the Buyer "AS IS, WHERE IS". 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, 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 now on the Property are included in the sale. Exceptions: All items on the personal property auction are not included with the real estate.
6. All Property improvements are sold "AS IS" with no warranties of any type. 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. All rental income from the 2012 crop belongs to Seller, without proration. Any future rental income will go to Buyer, without proration.

11. Property taxes and assessments which are payable on the Property on or before the date hereof [including 2012 Winter Taxes] shall be paid by the Seller, without proration. All 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 owners policy of Title Insurance in the amount of the purchase price shall be furnished to the Buyer at the Seller's expense.
13. At closing Buyer shall reimburse Seller for a portion of Seller's costs in obtaining a survey of the parent parcel of which the Property was a part. For Parcel 1, the portion of the survey cost to be reimbursed by Buyer is Three Hundred Fifty and no/100 Dollars (\$350.00). For Parcel 2, the portion of the survey cost to be reimbursed by Buyer is One Thousand One Hundred Fifty and no/100 Dollars (\$1,150.00).
14. The closing will be conducted by The Closing Office Title Agency LLC, 4950 Plainfield Ave NE, Grand Rapids MI 49525. Closing fees charged by the title company of approximately Three Hundred Fifty and no/100 Dollars (\$350.00) 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 Kent 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 – zero (0) land divisions; Parcel 2 – thirteen (13) 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. 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.
17. 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. In the event of default by the

Buyer, all deposits made hereunder may be forfeited as liquidated damages, 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). In the event of default by the Buyer, Buyer agrees that all deposits are automatically relinquished to Seller, immediately, without notification.

[Method of Payment: _____]

18. Binding Effect. 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 assigns.
19. Buyer acknowledges that the Auction Company is an agent for the Seller.
20. Time is of the essence regarding this contract; except that Seller may waive this provision for the purpose of curing title defects.
21. Seller agrees to pay the Auctioneer commission and expenses as stated in the Employment Agreement dated September 12, 2012, between the Auction Company and Seller.
22. 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.

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 _____

FOR OFFICE USE ONLY:

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

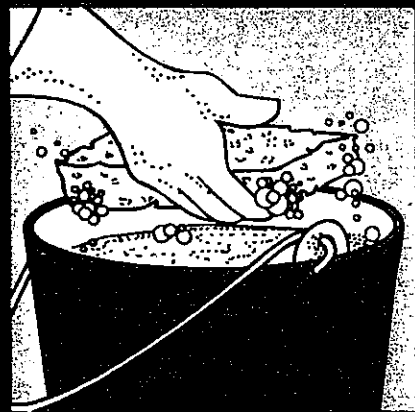
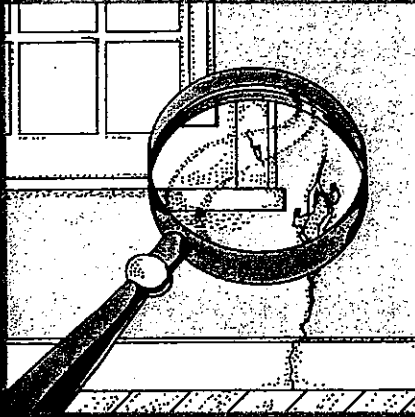
LENDER NAME: _____

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 _____



Protect Your Family From Lead In Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead from Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

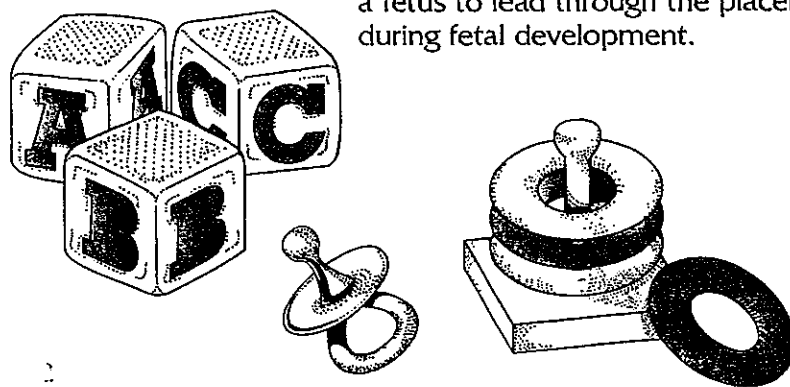
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more 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.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

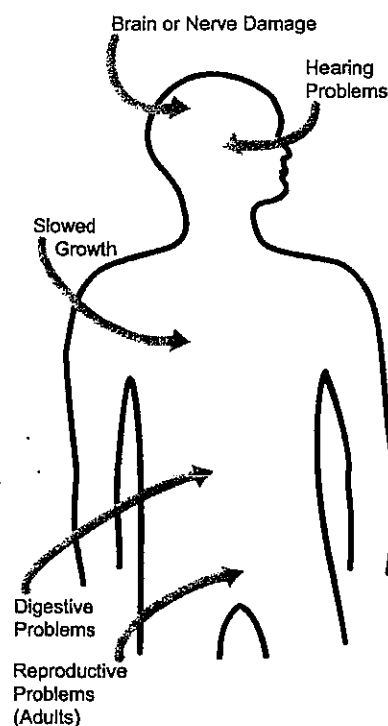
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels 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, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



Lead affects
the body in
many ways.

Where Lead-Based Paint Is Found

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

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ 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.)

Checking Your Family for Lead

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

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

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 high levels of lead. Blood 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.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

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

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 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. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 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.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



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

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ 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 combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

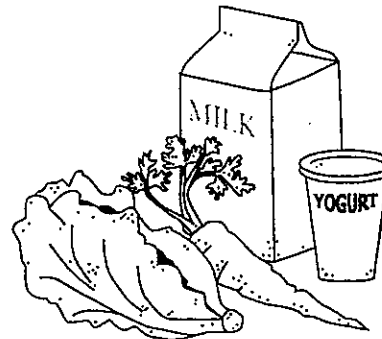
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your family

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

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash 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.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, 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 removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this 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.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 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; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

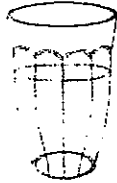
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



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

◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- 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.

◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.

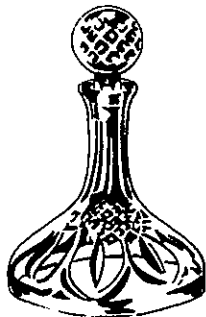
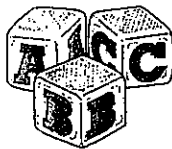
◆ **Old painted toys and furniture.**

◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**

◆ **Lead smelters** or other industries that release lead into the air.

◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

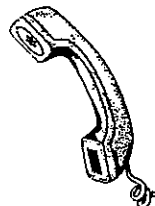
◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.



for More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.

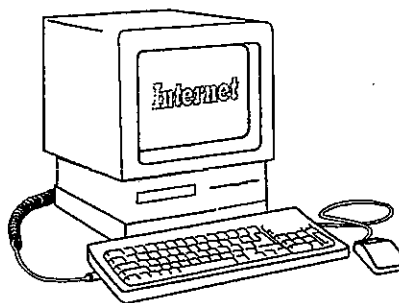


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. 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 local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

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

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
(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 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

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

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

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

Regional Lead Contact
U.S. EPA Region 4
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) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

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

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

This document is in the public domain. It may be reproduced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003