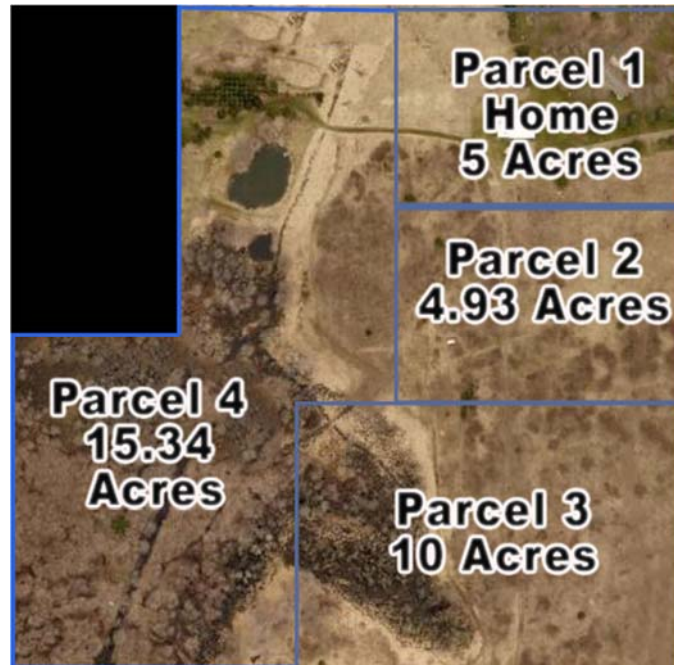


BIDDER'S PACKET

Gerald & Donna Kehoe Estate
Real Estate Auction

Ada, MI

Thursday, April 18, 2019
6:00 PM



**Auction to be held at Lowell VFW Post 8302
3166 Alden Nash
Lowell, Michigan, 49331**

F: 1-616-583-5230

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

P: 1-800-LAST BID
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.

**Gerald and Donna Kehoe Estate Real
Estate Auction
Auction Announcements**

1. Bidding will be by the parcel, not by the acre.
2. Auction will be held at the Lowell VFW Post 8303. Registration for the auction will begin at 5 PM.
3. A 10% deposit will be required from the high bidder immediately at the conclusion of the auction. Personal checks are accepted.
4. All the real estate sells with no minimums – no reserves to the highest bidder.
5. The Buy/Sell Agreement beginning on page 45 has been updated with the appropriate land divisions as stated in paragraph 15.
6. Hunting blinds will stay with the property.
7. New mounds system septic installed on Parcel One (1).
8. 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:

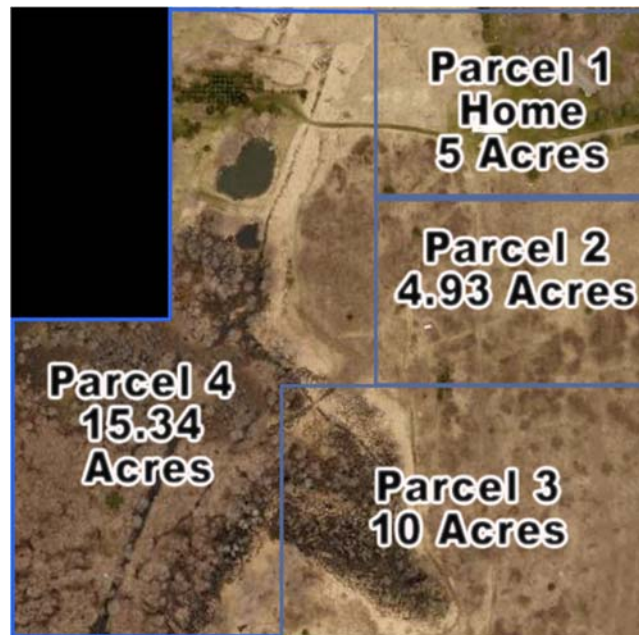
Parcel 2 – one (1) land divisions

Parcel 3 – one (1) 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.

9. Per Section 10 of the Buy/Sell Agreement: Real property taxes and assessments which are payable on the Property on or before the date hereof [including the 2019 Summer Taxes] shall be paid by the Seller, without proration.
10. Per Section 12 of the Buy/Sell Agreement: At Closing Buyer shall reimburse Seller for a portion of Seller's costs in obtaining a survey of the parent parcel of which the Property was a part. The portion of the survey costs to be reimbursed by Buyer is Nine Hundred Ten and no/100 Dollars (\$910.00) per parcel purchased.
11. Per Section 13 of the Buy/Sell Agreement: For Parcels 2, 3 and 4 only, at Closing Buyer shall reimburse Seller for a portion of Seller's costs in obtaining soil evaluation tests for onsite septic systems. The portion of the costs for obtaining soil evaluation tests for onsite septic systems to be reimbursed by Buyer is Three Hundred Sixty Seven and no/100 Dollars (\$367.00) per parcel purchased. Buyer acknowledges that a copy of the Health Department's percolation test has been provided for the parcel purchased.
12. Per Section 14 of the Buy/Sell Agreement: The Closing will be conducted by Best Homes Title Agency, LLC. Closing fees charged by the title company of approximately Four Hundred Fifty and no/100 Dollars (\$450.00) will be divided evenly between the Buyer and the Seller, payable at Closing. At Closing Seller will pay the transfer tax charged by the State of Michigan and 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.
13. Representative of the estate does not live in this residence.

Property Information



Location: The land is located at 1384 Kehoe Dr NE Ada, MI 49301

Parcel #1: 5 Acres

- Ranch style home. 2 stall garage. outbuilding.

Parcel #2: 4.93 Acres

- Vacant land.

Parcel #3: 10.01

- Vacant Land.

Parcel #4: 15.34

- Vacant Land.

66' WIDE - PUBLIC

S 89°11'10" E 1320.96'

N 89°11'10" W 545.00'

SETBACK LINE (TYP.)

EXISTING
HOUSE
#10384

S 89°11'10" E 545.00'

POB - 1

PARCEL 2
214821 Sq. Feet
4.93 Acres

S 89°18'26" E 545.00'

POB - 2

SETBACK LINE (TYP.)

S 89°18'26" E 815.00'

POB - 4

POB - 3

N 01°26'27" E 660.04'

SETBACK LINE (TYP.)

S 01°34'17" W 794.77'

°11'10" E 330.02'

ETBACK LINE (TYP.)

S 01°34'17" W 535.00'

202 501

535.00'



300

SCALE IN FEET

SETBACK LINE (TYP.)

502.96'

SECTION LINE

GPS

GOWER PROFESSIONAL SURVEYING, P.C.

7141 Childs Ave, NE
Rochester, MI 48314
(616) 883-5608 Voice
gowerpc@gmail.com

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By: Gower Professional
Surveying, P.C.

Miedema Asset Management Group
601 Gordon Industrial Ct. SW
Byron Center, MI 49319
1-800-lastbid
www.1800lastbid.com

GPS FILE 12018-95
3/15/2018

10032018 Corrected House Annotation
10242018 Added soil boring locations

PROPOSED LAND DIVISION

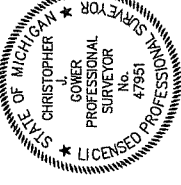
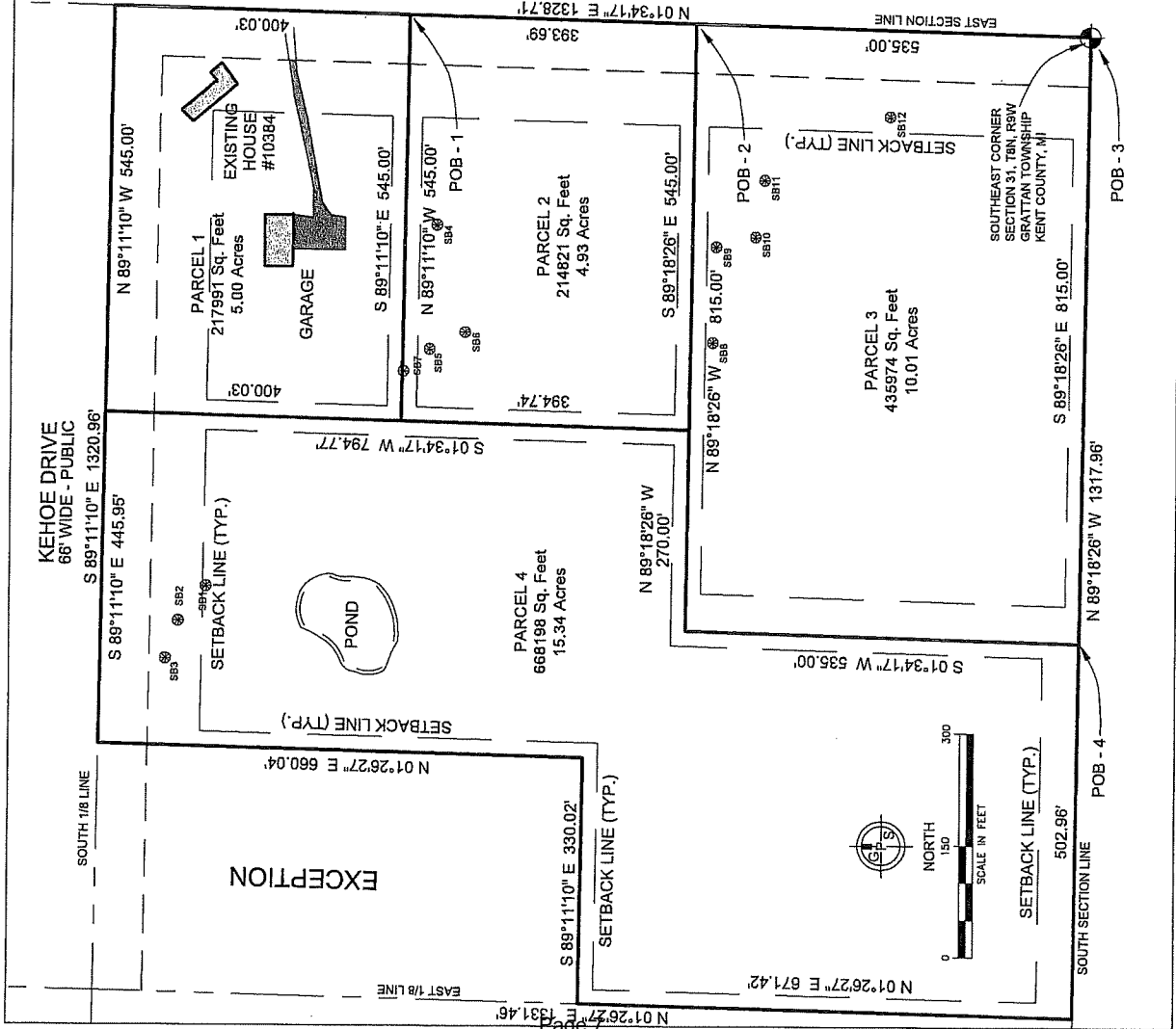
ORIGINAL PARCEL 41-12-31-400-036, 10384 Kehoe Dr., Ada, MI 49301
The Southeast 1/4 of the Southeast 1/4 of Section 31, Town 8 North, Range 9 West, Grattan Township, Kent County, Michigan, except the North 660 feet of the West 330 feet thereof.

PARCEL 1:
That part of the Southeast 1/4 of the Southeast 1/4 of Section 31, Town 8 North, Range 9 West, Grattan Township, Kent County, Michigan, described as: Beginning at a point on the East line of said Section 31 being N01°34'17"E, 528.69 feet from the Southeast corner of said Section 31; thence continuing along said East section line, N01°34'17"E, 400.03 feet to the North line of said Southeast 1/4 of the Southeast 1/4; thence N89°11'10"W, 545.00 feet along said North line also being the centerline of Kehoe Drive, a 66 foot wide public roadway; thence S01°34'17"W, 400.03 feet; thence S89°11'10"E, 545.00 feet to the East line of said Section 31 and the Point of Beginning. Subject to the rights of the public in Kehoe Drive and Parnell Avenue over the North and East 33 feet thereof, containing 5.00 acres of land.

PARCEL 2:
That part of the Southeast 1/4 of the Southeast 1/4 of Section 31, Town 8 North, Range 9 West, Grattan Township, Kent County, Michigan, described as: Beginning at a point on the East line of said Section 31 being N01°34'17"E, 535.00 feet from the Southeast corner of said Section 31; thence continuing along said East line, N01°34'17"E, 535.00 feet; thence N89°11'10"W, 545.00 feet; thence S01°34'17"W, 394.74 feet; thence S89°18'26"E, 815.00 feet to the East line of said Section 31 and the Point of Beginning. Subject to the rights of the public in Parnell Avenue over the East 33 feet thereof, containing 4.93 acres of land.

PARCEL 3:
That part of the Southeast 1/4 of the Southeast 1/4 of Section 31, Town 8 North, Range 9 West, Grattan Township, Kent County, Michigan, described as: Beginning at the Southeast corner of said Section 31; thence N01°34'17"E, 535.00 feet along the East line of said Section 31; thence N89°18'26"W, 815.00 feet; thence S01°34'17"W, 535.00 feet to the South line of said Section 31; thence S89°18'26"E, 815.00 feet along said South line to the East line of said Section 31 and the Point of Beginning. Subject to the rights of the public in Parnell Avenue over the East 33 feet thereof, containing 10.01 acres of land.

PARCEL 4:
That part of the Southeast 1/4 of the Southeast 1/4 of Section 31, Town 8 North, Range 9 West, Grattan Township, Kent County, Michigan, described as: Beginning at a point on the South line of said Section 31, N89°18'26"W, 815.00 feet from the Southeast Section corner, thence continuing N89°18'26"W, 502.96 feet along said South line to the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 31; thence N01°34'17"E, 600.04 feet to the North line of said Southeast 1/4 of the Southeast 1/4; thence N02°27'10"E, 600.04 feet to the East line of said Section 31 and the Point of Beginning. Subject to the rights of the public in Kehoe Drive and Parnell Avenue over the North and East 33 feet thereof, containing 15.34 acres of land.



APPLICANT:
Kehoe Family Trust
10384 Kehoe Drive, NE
Ada, MI 49301

PROPERTY INFORMATION:
Address: 10384 Kehoe Drive, NE
Ada, MI 49301

ZONING REQUIREMENTS:
Zoning: "A-2" Agricultural District
Max # Additional Lots Permitted: 4
Minimum lot size: 3
Minimum lot width: 3:1
Minimum front yard setback: 70 feet
Minimum side yard setback: 20 feet
Minimum rear yard setback: 50 feet
Maximum lot coverage: 20%
Maximum building height: 35 feet or 2 1/2 stories
Maximum accessory building height: 16 feet



Land Division Evaluation Report

Page 1 of 7

Kent County Health Department
700 Fuller Avenue NE - Grand Rapids, Michigan 49503
616-632-6900 (ph) 616-632-6892 (fax) kechmail@kentcountymi.gov

This is not a permit for installation and may not be used for issuance of a building permit

Location/Address: 10384 KEHOE AVE NE (Parent) Perm. Parcel No.: 41-12-31-400-036 (PARENT)
City, Village, or Twp.: ADA Subdivision & Lot No.: _____
Owner: c/o: Chuck Ranney, Miedema Auctioneering, Inc. Phone No: 616-560-0839 E-mail: chuck@1800lastbid.com
Address: 601 Gordon Industrial Ct SW City: Byron Center State: MI Zip Code: 49315

It shall be unlawful for any sewage dispersal facility to be constructed, repaired, enlarged, or relocated without issuance of a permit for such by the Kent County Health Department. This land division evaluation report is valid contingent upon proposed site plan and site conditions at the time of the evaluation. This determination is subject to change in the event that the site conditions no longer exist or proposed site plan no longer supportable due to substantial change from the time of the evaluation. Application for an onsite waste water dispersal permit is required.

Proposed Number of Splits: 4

Proposed Site Details

Soil Texture: *Varies, see attached boring log

Isolation Requirements:

50 surface water(s)

10 Ft. from lot lines

25 Ft. Other Subsurface drainage

System Type:

- | | |
|-------------------------------------|-------------------------|
| ☒ | Conventional System |
| ☒ | Deep Cut to <u>16'</u> |
| ☐ | Low pressure dose mound |
| ☐ | Alternative System |
| ☐ | |

Comments:

It appears that the proposed splits can be supported on the parent parcel. However, it must be noted that the actual locations of the test pits were not surveyed. The points shown on Pages 2 - 4 were located using a handheld GPS and may not be accurate. Boundary line adjustments may be necessary. It is recommended that the test pit locations are placed on the site plan by the surveyor and resubmitted to this Department for review.

Parcel 2, 3, and 4 are approved for conventional drain bed systems. The type of system would require site modification to remove overlying clay soils to exposed well drained permeable soils beneath. This type of system is commonly called a deep cut.

The existing house on Parcel 1 was not evaluated. An unsuccessful attempt was made to locate the drain field. The drain field must be located of a new system installed prior to approval of splits. It is recommended that a camera inspection is done to locate the drain field. Once located, contact this Department for a follow up inspection.

A review of surrounding well records indicate that a suitable aquifer should be available at approximately 80 feet below the natural ground surface.

Refer to the attached soil boring record for a more detailed description of soil texture in each test hole.

Site evaluation determinations are contingent upon proposed site plan and site conditions at the time of the evaluation. This determination is subject to change in the event that the site conditions no longer exist or proposed site plan no longer supportable due to substantial change from the time of the evaluation.

See Attached Sketch For Location Details and Additional Information.

Signature of Sanitarian: JBK

Jason E. Buck, REHS

Date Issued: 9/24/2018



Land Division Evaluation Report

Kent County Health Department
700 Fuller Avenue NE - Grand Rapids, Michigan 49503
616-632-6900 (ph) 616-632-6892 (fax) kcehmail@kentcountymi.gov

Page 1 of 7

This is not a permit for installation and may not be used for issuance of a building permit

Location/Address: 10384 KEHOE AVE NE (Parent) Perm. Parcel No.: 41-12-31-400-036 (PARENT)
City, Village, or Twp.: ADA Subdivision & Lot No.: _____
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☒
☒
☐
☐
☐

Conventional System

Deep Cut to 16'

Low pressure dose mound

Alternative System

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plumms *Kutsta*

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Signature of Sanitarian:

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Jason E. Buck, REHS

Date Issued: 9/24/2018



KENT COUNTY HEALTH DEPARTMENT

Water Supply / Waste-Water Disposal Facility Permits
Environmental Health Division (616) 632-6900 FAX (616) 632-6892
700 Fuller Ave NE, Grand Rapids, MI 49503

Page 2
EH.70.3B

Address: 10384 Kehoe Ave NE

Date: 9/20/2018



Legend

- Parcels
- Test Pit Location
- Well, Existing Active
- Contours - 2 ft
- Drainage Easement

1 inch = 100 feet

Kent County, MI makes no warranty, expressed or implied, regarding the accuracy, completeness or usefulness of information presented. Users of this information assume all liability for its fitness for a particular use.

Source: Kent County GIS - Wellscreen 2013

Projection: NAD83 (HARN) - Michigan South (Feet)

Prepared By: JEB



KENT COUNTY HEALTH DEPARTMENT

Water Supply / Waste-Water Disposal Facility Permits
Environmental Health Division (616) 632-6900 FAX (616) 632-6892
700 Fuller Ave NE, Grand Rapids, MI 49503

Page 2
EH.70.3B

Address: 10384 Kehoe Ave NE

Date: 9/20/2018



Legend

- | | | |
|-----------------|-------------------|-----------------------|
| Parcels | Test Pit Location | Well, Existing Active |
| Contours - 2 ft | Drainage Easement | |

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Page 2
EH.70.3B

Address: 10384 Kehoe Ave NE

Date: 9/20/2018



Legend

- Parcels
- Test Pit Location
- Well, Existing Active
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KENT COUNTY HEALTH DEPARTMENT

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700 Fuller Ave NE, Grand Rapids, MI 49503

Page 2
EH.70.3B

Address: 10384 Kehoe Ave NE

Date: 9/20/2018



Legend

1 inch = 100 feet

□ Parcels



Test Pit Location



Well, Existing Active

~ Contours - 2 ft



Drainage Easement

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Source: Kent County GIS - Wellscreen 2013

Projection: NAD83 (HARN) - Michigan South (Feet)

Prepared By: JEB



SOIL DESCRIPTION LOG

Address: 10384 Kehoe Dr. NE

Soil Boring <u>1</u> ☐ Hand Boring ☒ Test Hole SWL ☐ No ☒ Yes @ <u>16"</u> 0'-12" L TS Soft/Dark Brown 12"-20" SIL Soft/Dull Mottled @ 16" 20"-12' C Firm/Gray Pockets of Gray Sand 12 1/2'-17' Fine-med. S Loose/Tan End of boring <u>17</u> ft	Soil Boring <u>2</u> ☐ Hand Boring ☒ Test Hole SWL ☐ No ☒ Yes @ <u>7'</u> 0'-1' SL TS Soft/Brown 1'-3' SL w/ CL lens Firm/Brown 3'-10' CL Firm/Brown 10'-14' Fine-med. S Loose/Tan End of boring <u>14</u> ft	Soil Boring <u>3</u> ☐ Hand Boring ☒ Test Hole SWL ☐ No ☒ Yes @ <u>3'</u> 0'-1' SCL TS Soft/Brown 1'-2' SCL Soft/Dull 2'-10' CL w/ rocks Friable/Dull 10'-12' C Hard/Brown 12'-16' Fine-med. S Loose/Tan End of boring <u>16</u> ft
Soil Boring <u>4</u> ☐ Hand Boring ☒ Test Hole SWL ☐ No ☒ Yes @ <u>14"</u> 0'-1' CL TS Soft/Brown 1'-20' CL Soft/Dull-Brown End of boring <u>20'</u> ft	Soil Boring <u>5, 6</u> ☐ Hand Boring ☒ Test Hole SWL ☐ No ☒ Yes @ <u>28"</u> 0'-1' SL TS Soft/Brown 1'-15' CL Friable/Brown 15'-16' C Hard/Brown 16'-20' Fine-med. S Loose/Tan End of boring <u>20</u> ft	Soil Boring <u>7</u> ☐ Hand Boring ☒ Test Hole SWL ☐ No ☒ Yes @ <u>2'</u> 0'-1' SL TS Soft/Brown 1'-2' SCL Soft/Brown 2'-14' C Friable/Brown 14'-18' Fine-med. S Loose/Tan End of boring <u>18</u> ft

Texture: Sand (S) Loamy Sand (LS) Sandy Loam (SL) Loam (L) Silt Loam (SIL) Sandy Clay Loam (SCL)
Clay Loam (CL) Silty Clay Loam (SICL) Sandy Clay (SC) Silty Clay (SIC) Clay (C)

Consistency: Loose Soft Friable Firm Hard Sticky Plastic

Seasonal Water Level (SWL)
Top Soil (TS)

Signature: [Signature]

Date: 9/20/18



SOIL DESCRIPTION LOG

Address: 10384 Kehoe Dr NE

Soil Boring <u>8</u> ☐ Hand Boring ☒ Test Hole SWL ☐ No ☒ Yes @ <u>12"</u>	Soil Boring <u>9, 10, 11</u> ☐ Hand Boring ☒ Test Hole SWL ☒ No ☐ Yes @ _____	Soil Boring <u>12</u> ☐ Hand Boring ☒ Test Hole SWL ☐ No ☒ Yes @ <u>2'</u>
0'-12" Organic TS Soft / Black 1'-3' SL fine Moist / Gray 3'-6' SL med. wet / Gray End of boring <u>6</u> ft	0'-1' SCL TS Soft / Brown 1'-15' CL w/ scl Lenses Friable / Brown 15'-19' Fine-med S Loose / Tan End of boring <u>19</u> ft	0'-1' SL TS Soft / Brown 1'-2' SCL Soft / Brown 2'-8' CL Friable / Brown 8'-16' C Hard / Brown 16'-20' Fine S Loose / Tan End of boring <u>20</u> ft
Soil Boring _____ ☐ Hand Boring ☐ Test Hole SWL ☐ No ☐ Yes @ _____	Soil Boring _____ ☐ Hand Boring ☐ Test Hole SWL ☐ No ☐ Yes @ _____	Soil Boring _____ ☐ Hand Boring ☐ Test Hole SWL ☐ No ☐ Yes @ _____
End of boring _____ ft	End of boring _____ ft	End of boring _____ ft

Texture: Sand (S) Loamy Sand (LS) Sandy Loam (SL) Loam (L) Silt Loam (SIL) Sandy Clay Loam (SCL) Clay Loam (CL) Silty Clay Loam (SICL) Sandy Clay (SC) Silty Clay (SIC) Clay (C)

Consistency: Loose Soft Friable Firm Hard Sticky Plastic

Seasonal Water Level (SWL)
Top Soil (TS)

Signature: _____

[Handwritten Signature]

Date: 9/20/18



Kent County Health Department
Water Supply/ Waste-Water Disposal Facility Permit
Environmental Health Division 616-632-6900 FAX 616-632-6892 700
Fuller Avenue NE, Grand Rapids, MI 49503

Page 1 of 4

EH70.3(Rov. 3/2016)

Location/Address: 10384 Kehoe Dr NE

City, Village, or Twp.: Grattan Subdivision & Lot No.: NA

Owner: Angela Farrell Phone No: 269-217-5408

Address: 10384 W. L Ave City: Kalamazoo State: MI Zip Code: 49009

Perm. Parcel No.: 41-12-31-400-036 E-mail address: amfarrell05@gmail.com

This permit authorizes the construction, repair, enlargement, or relocation of a well/sewage disposal facility in accordance with plans and information contained in the approved application submitted to the Kent County Health Department on 10/11/18. Work authorized by this permit shall be subject to any special conditions or requirements as noted on the permit and shall comply with all requirements of the Water Supply Regulations and/or Sewage Disposal Regulations of Kent County. It shall be unlawful for any well/sewage disposal facility constructed, repaired, enlarged, or relocated under authority of this permit to be placed in operation without prior approval by the Kent County Health Department. This permit is valid for two years from the date of issuance and is not transferable to any person or location. No work shall be commenced or continued either before the permit is issued or after the permit has expired.

Building Information: ☐ New ☒ Repair ☒ House ☐ Multi Family ☐ Commercial ☐ gal/day flow
No. Of Bedrooms: 3

☐ Water Supply Well Details

Well Type: ☐ Domestic ☐ Type III Public ☐ Irrigation
☐ Test Well ☐ Other

ISOLATION REQUIREMENTS:

Feet from on-site sewage disposal system(s)
Feet from storm/sanitary sewer lines
Feet from overhang of building
Feet from sewage sump
Feet from fuel storage tank(s)
Feet other (specify)
Feet from footing drains

☐ INSPECTIONS REQUIRED:

RESTRICTIONS:

- ☐ Minimum depth in feet
☐ Grout
☐ Well Abandonment required
☐ Nitrate area - well may be required to be drilled to a deeper depth to assure safe drinking water.
☐ Flowing well area
☐ 10' Continuous protective clay barrier greater than 25'
☐ Other:

Refer to Pages:

Comments:

☒ Waste-Water Facility Details

Isolation Requirements:

50 Ft. from water well(s) 10 Ft. from basement wall(s)
50 Ft. from surface water(s) 10 Ft. from lot lines
25 Ft. Other Drained from footing drains
Ft. Other

Aggregate and Cover Requirements

12 Inches of soil cover over stone 2 Inches of stone above pipe
1.5 Inch diameter of pipe 8.5 Inches of stone below pipe

Soil Texture: sandy loam with clay at 2'.

Septic Tank Requirement: Number of Tanks: 3

Tank Capacity: 800-EX gallons 800-new gallons

Pump Chamber Capacity: 600-new gallons

☐ Drain field:

☒ Drain Bed:

Base Area	-----	Sq.Ft.	Base Area	1000	Sq.Ft.
Side Area	-----	Sq.Ft.	Side Area	0	Sq.Ft.
Total Trench	-----	Sq.Ft.	Total	1000	Sq.Ft.
Width Total	-----	Ft.	20	Ft. X 50	Ft.
Linear Ft.			No. of Laterals	4	
Of Trench	-----	Ft.			

Comments:

Maintain all required isolation distances.

-Pressurized mound septic system with 24" sand fill above the highest point of existing grade. Refer to pages 2-4 for further information and instructions.
-Provide pump card showing acceptable condition is required to keep existing tank. Fill pump chamber with clean water before performing pressure test.
-Laundry must be routed into the septic system.
-Water softener must be confirmed not to discharge into the septic.
Call 616-438-5532 with any questions and 616-632-6900 for final inspections

Final Inspections are Required.

Water Well Requirements: Water sample results and well log are required for final approval. Please contact this office to schedule an inspection prior to consumption of the well water. **Waste Water Disposal Requirements (Septic System):** Contact this office before 9 am for a final inspection prior to backfilling.

See Attached Sketch For Location Details and Additional Information.

Signature of Sanitarian:

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Marisa Faraldo

Date Issued: 10/22/18

KENT COUNTY HEALTH DEPARTMENT

Water Supply / Wastewater Disposal Facility Final Inspection Report

Street Address: 10384 Kehoe Dr NE

Water Supply

Wastewater

Final Inspection Date: _____ By: _____

Well Driller: _____

Well: Wellhead/Casing Termination Approved: Y N

Pitless Adapter Well House Other _____

12 inches above grade Y N

Screened Vent: Y N N/A

Approved Conduit: Y N

Buried Suction Line Protected: Y N N/A

Grout Failure Evident: Y N

If yes note observations: _____

Location Approved: Y N

Pump: Type: _____ Location: _____

Delivery Pipe: Type: _____; PSI; Diameter in

Isolation from sewer line in compliance: Y N

Storage: Type: _____ Model #: _____

Location: _____ PRV installed: Y N

Capacity: _____ gal., Operating Range: _____ - _____ psi

Constant Pressure: _____ Set point _____ psi

Approved Sample Tap: Y N

Approved Yard Hydrant: Y N N/A

Model #: _____

Well Log: Received within 60 days: Y N

Revision Request Date: _____

Revision Received Date: _____

Well Log Reviewed & Approved: Y N Initials _____

Well Abandoned: Y N N/A

Well Abandonment Record Received Date: _____

Water Sample Results:

Bact: Safe Unsafe Date: _____

Bact: Safe Unsafe Date: _____

Bact: Safe Unsafe Date: _____

Nitrate: _____ mg/L Date: _____

Nitrite: _____ mg/L Date: _____

Other: _____ mg/L Date: _____

Permit Conditions In Compliance: Y N

Water Supply Approval Date: _____

By: _____

Owner/Authorized Agent Notice Date Sent: _____

Comments: _____

Date Inspection Request Received: _____

Date & Time Inspection Requested: _____

Name of Installer: Walnut Grove

Septic Tanks: No. of New 2, No. of Existing In Use 1

Tank Manufacturer GPW Valley + Infiltrator

Tank One Capacity 800 gal, Tank Two Capacity: 800 gal.

Pump Chamber Capacity: 240 gal., Water tight: Y N

Drain Field	
Total Linear Feet	_____ Ft.
Base Area	_____ Sq.Ft.
Side Area	_____ Sq.Ft.
Total Infiltrative Area =	_____ Sq.Ft.

Drain Bed	
Base Area	<u>1,144</u> Sq.Ft.
Side Area	<u>0</u> Sq.Ft.
No. of Laterals	<u>4</u>
Total Infiltrative Area =	<u>1,144</u> Sq.Ft.

Other
Specify _____

Date Inspected: 3/5/19 Name: Manisa Faraldo

Approved to cover: Y N

Final Approval Date: 3/15/19 By: Manisa Faraldo

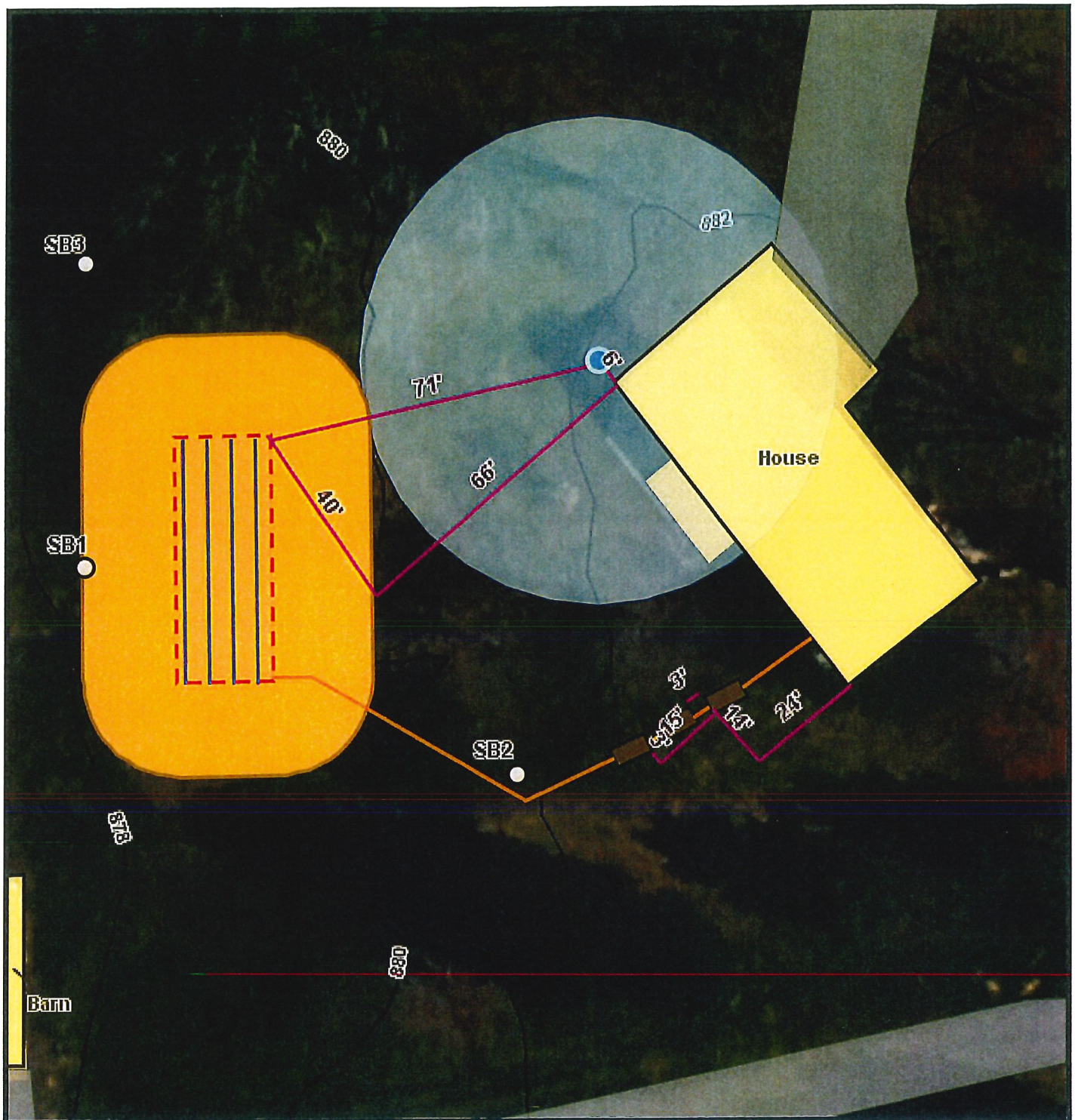
Comments: * Filter on second tank

* Geotextile fabric cover

* Rises on all 3 tanks

* Water softener was moved + Laundry was routed to septic.

(M)



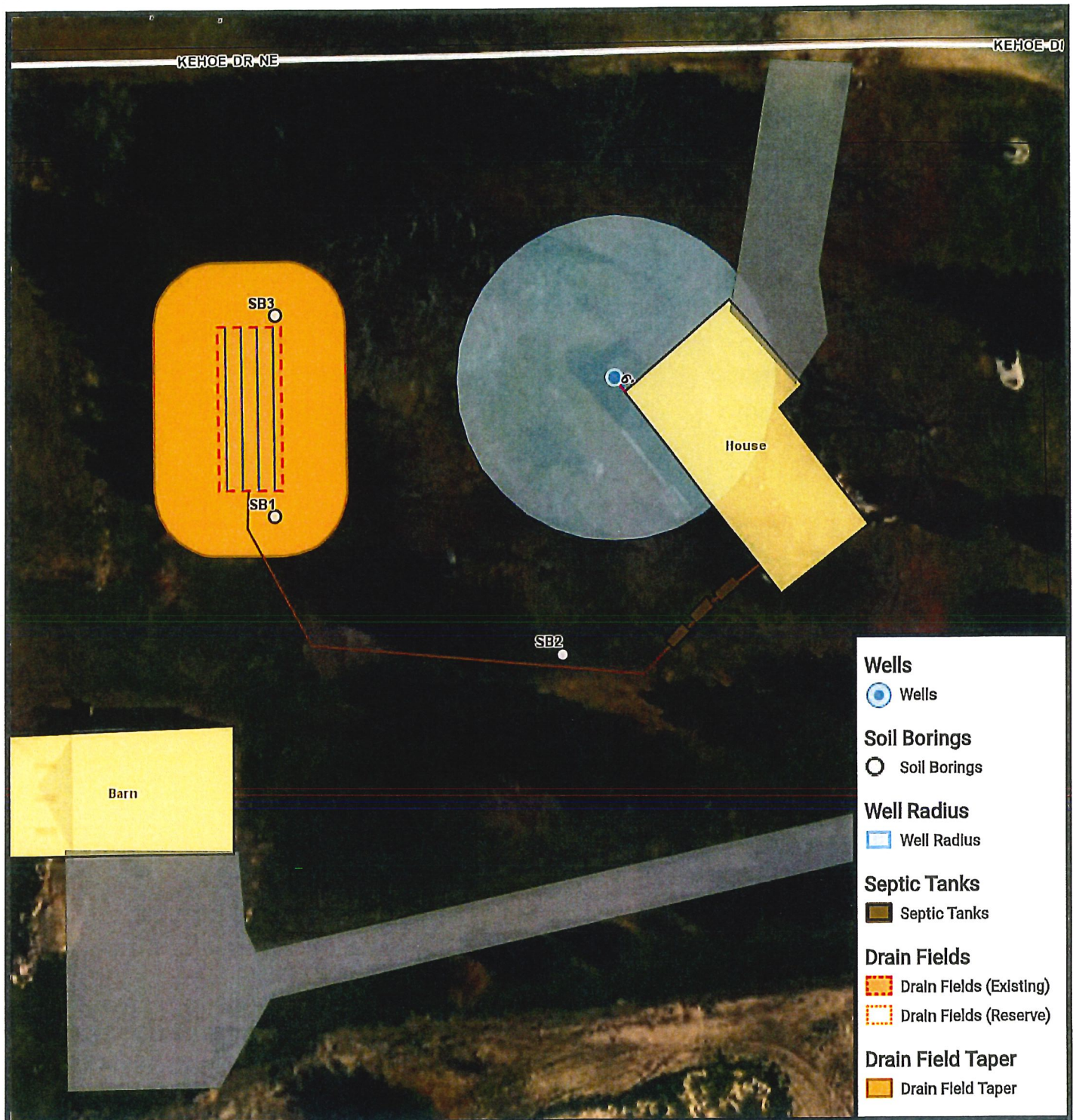
10384 Kehoe Dr NE

Final Drawing

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FetchGIS Map Publication:
03/15/2019 2:57 PM

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Disclaimer: This map does not represent a survey or legal document and is provided on an "as is" basis. Kent County expresses no warranty for the information displayed on this map document.



10384 Kehoe Dr NE

Page 2/4

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FetchGIS

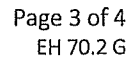
10m
40ft

**Map Publication:**

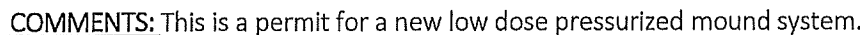
10/22/2018 4:03 PM

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Disclaimer: This map does not represent a survey or legal document and is provided on an "as is" basis. Kent County expresses no warranty for the information displayed on this map document.



Address: **10384 Kehoe Dr NE**

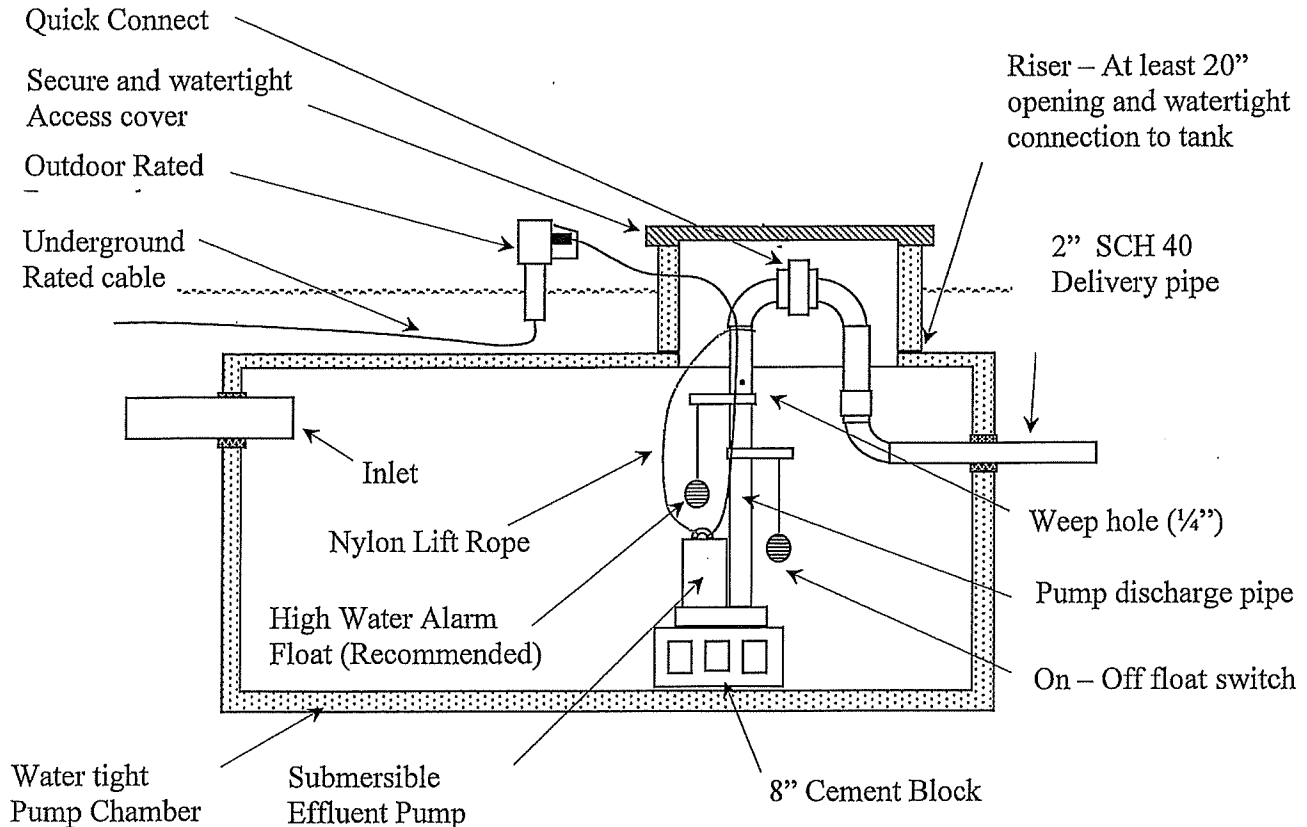


SEPTIC TANKS: Provide a pump card that states that the first tank is in good working condition. A riser and an effluent filter are required on the 2nd tank and a riser is required on the pump chamber. The pump and pump chamber must meet the specifications as shown on page 4: with a quick connect union and a ¼" weep hole. An approved pump pressure test is required at final inspection.

DRAIN BED: Place the raised mound system in the location as shown on page 2. Remove trees and cut tall vegetation in the mound area. Roughen the area with the back-hoe teeth, and DO NOT REMOVE NATIVE SOILS. Place a bed of screened, clean, coarse sand in the mound area as shown above and on page 2. The sand fill under the mound must be a minimum of [24"] above the highest point of original grade. Level sand fill area extending 5' around the stone bed, and taper off at a 5:1 slope. Place an 8.5" bed of washed 6A stone centered over the sand fill. The stone should be carefully placed with a back hoe to avoid compaction of the fill. Lay the laterals and manifold over the stone in the configuration as shown on page 2. Cover the laterals with 2" of washed 6A stone. The stone must be covered with straw or geotextile fabric. Grade the final cover to promote sheeting of run-off over the drain bed, and away from the house. DO NOT INSTALL DURING WET WEATHER. Please call (616)438-5532 with any questions, changes, or concerns.

PRESSURE DISTRIBUTION SYSTEM SPECIFICATIONS

ADDRESS: 10384 Kehoe Dr NE



Septic tanks: 800-ex gallon, 800-new gallon
Pump chamber: 600-NEW gallon capacity, I.D. 3 1/2 ft. x 7 1/2 ft.
43 in. working depth (min.)
Pump, minimum capacity: 51.6 gal/min. at 13.7 ft. of head
Pump controls: Adjustable float type set for 10 in. working depth
Delivery pipe: 140 ft. of 2 in. Schedule 40 pipe with solvent welded joints
Manifold: 2 in. diameter
Laterals: 4 laterals, 1 1/2 in. diameter, 50 ft. long
With 1/4 in. holes drilled every 5 ft. on center

System test: *Pump system must be tested and approved prior to backfilling.*

NO CHANGES IN SYSTEM DESIGN WITHOUT PRIOR WRITTEN APPROVAL OF
HEALTH DEPARTMENT.



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/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.

_____ Licensee	_____ Date	_____ Licensee	_____ Date
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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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© Grand Rapids Association of REALTORS® 2006 Rev. 1/05 Form #34 This form not authorized for use after December 31, 2006.

SELLER'S DISCLOSURE STATEMENT

Property Address: 10384 Kehoc Dr. NE, Ada, MI 49301, Grattan Twp. Michigan
Street City, Village, Township

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

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

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

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

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

Explanations (attach additional sheets, if necessary):

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

Property conditions, improvements & additional information:

- Basement/Crawl Space:** Has there been evidence of water? yes _____ no ☒
- Insulation:** Describe, if known: _____
 Urea Formaldehyde foam insulation (UFFI) is installed? unknown ☒ yes _____ no _____
- Roof:** Leaks? _____
 Approximate age, if known: _____
 Well: Type of well (depth/diameter, age and repair history, if known): 4" WELL, DON'T KNOW DEPTH OR AGE
 Has the water been tested? yes _____ no _____
 If yes, date of last report/results: _____
- Septic tanks / drain fields:** Condition, if known: NEW AS OF 2019
- Heating system:** Type/approximate age: FUEL OIL / 25 YRS.
- Plumbing system:** Type: copper ☒ galvanized _____ other _____
 Any known problems? NO
- Electrical system:** Any known problems? NO
- History of infestation:** if any: (termites, carpenter ants, etc.) NONE
- Environmental problems:** Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on the property. unknown _____ yes _____ no ☒
 If yes, please explain: _____
- Flood Insurance:** Do you have flood insurance on the property? unknown _____ yes _____ no ☒
- Mineral Rights:** Do you own the mineral rights? unknown ☒ yes _____ no _____

Seller's Disclosure Statement

Property Address: 10384 Kenoe Dr. NE, Ada, MI 49301, Grattan Twp Michigan
Street City, Village, Township

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

- Features of the property shared in common with adjoining landowners such as walls, fences, roads, driveways or other features whose use or responsibility for maintenance may have an effect on the property?
- Any encroachments, easements, zoning violations or nonconforming uses?
- 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?
- Structural modifications, alterations or repairs made without necessary permits or licensed contractors?
- Settling, flooding, drainage, structural or grading problems?
- Major damage to the property from fire, wind, floods or landslides?
- Any underground storage tanks?
- Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.?
- Any outstanding utility assessments or fees, including any natural gas main extension surcharge?
- Any outstanding municipal assessments or fees?
- Any pending litigation that could affect the property or the Seller's right to convey the property?

unknown	yes	no	<u>X</u>
unknown	yes	no	<u>X</u>
unknown	yes	no	<u>X</u>
unknown	yes	no	<u>X</u>
unknown	yes	no	<u>X</u>
unknown	yes	no	<u>X</u>
unknown	yes	no	<u>X</u>
unknown	yes	no	<u>X</u>
unknown	yes	no	<u>X</u>
unknown	yes	no	<u>X</u>

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

The Seller has lived in the residence on the property from 1961 (date) to 2015 (date).
 The Seller has owned the property since 1961 (date).

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

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

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

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

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

Seller Angela Jarrell Date 4/17/19
 Seller _____ Date _____

Buyer has read and acknowledges receipt of this statement.

Buyer _____ Date _____ Time _____
 Buyer _____ Date _____ Time _____

Disclaimer: This form is provided as a service of the REALTOR® Associations that comprise the West Michigan Regional Forms Committee. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The REALTOR® Associations that comprise the West Michigan Regional Forms Committee are not responsible for use or misuse of the form for misrepresentation or for warranties made in connection with the form.

LEAD-BASED PAINT SELLER'S DISCLOSURE FORM

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.

I. Seller's Disclosure concerning property located at 10389 KENOE DR ADA MI 49301 (initial):

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

☒ Seller has no knowledge of lead-based paint and/or lead based paint hazards in the housing.

_____ (b) Records and reports available to the seller (check one below):

☐ 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):

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller certifies that to the best of his/her knowledge, the Seller's statements above are true and accurate.

Date: 10-24-18

Seller(s) Angela Farrell
ANGELA FARRELL

Date: _____

II. Agent's Acknowledgment (initial):

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

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Date: _____ Agent _____

III. Purchaser's Acknowledgment (initial):

_____ (a) Purchaser has received copies of all information listed above.

_____ (b) Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home*.

_____ (c) Purchaser has (check one below):

☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

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

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

Date: _____ Purchaser(s) _____

Date: _____

Date: _____



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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

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

Read this entire brochure to learn:

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

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

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

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

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



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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



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

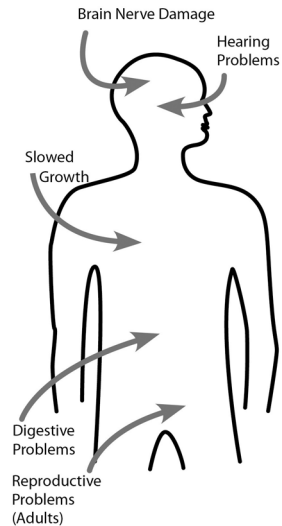
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

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

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

Checking Your Home for Lead

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

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



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

Checking Your Home for Lead, continued

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

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

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

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

What You Can Do Now to Protect Your Family

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

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

Reducing Lead Hazards

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

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



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

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

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

Reducing Lead Hazards, continued

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

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

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

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

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

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



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

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

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

Other Sources of Lead

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

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

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

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

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

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

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

U. S. Environmental Protection Agency (EPA)

Regional Offices

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

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

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

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

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

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

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

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

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

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

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

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

Consumer Product Safety Commission (CPSC)

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

CPSC

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

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

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

HUD

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

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IMPORTANT!

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

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

BUY/SELL AGREEMENT

THIS BUY/SELL AGREEMENT ("Agreement") made this 18th day of April, 2019, by and between (i) Gerald R. Kehoe and Donna M. Kehoe, as trustees of the Kehoe Family Protection Trust uad December 4, 2014; subject to the life estate of Gerald R. Kehoe and Donna M. Kehoe, a married couple, 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 June 3, 2019. If the Closing is delayed by reasons of delays in the delivery of title work, or by title defects which can be readily corrected as determined by the Seller, a further period of thirty (30) days shall be allowed for Closing. The Buyer acknowledges receipt prior to the auction of a copy of a Commitment for Title Insurance respecting the subject real property issued through Best Homes Title Agency, LLC, dated 8/28/2018, 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, 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. 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. Real property taxes and assessments which are payable on the Property on or before the date hereof [including the 2019 Summer Taxes] shall be paid by the Seller, without proration. All such real property taxes and assessments which are due and payable on the Property after the date hereof shall be paid by the Buyer, without proration. In the event that a taxing authority fails to process land divisions affecting this property prior to issuing the next tax bill that is the responsibility of the buyer(s), upon issuance of said tax bill, the title company and/or auction company will prorate the taxes due between buyer(s) based on auction purchase prices and send notification to buyer(s) regarding the amount of taxes owed, name & address of payee and due date.
11. A standard ALTA Owner's Policy of Title Insurance in the amount of the purchase price shall be furnished to the Buyer at the Seller's expense.
12. At Closing Buyer shall reimburse Seller for a portion of Seller's costs in obtaining a survey of the parent parcel of which the Property was a part. The portion of the survey costs to be reimbursed by Buyer is Nine Hundred Ten and no/100 Dollars (\$910.00) per parcel purchased.
13. For Parcels 2, 3 and 4 only, at Closing Buyer shall reimburse Seller for a portion of Seller's costs in obtaining soil evaluation tests for onsite septic systems. The portion of the costs for obtaining soil evaluation tests for onsite septic systems to be reimbursed by Buyer is Three Hundred Sixty Seven and no/100 Dollars (\$367.00) per parcel purchased. Buyer acknowledges that a copy of the Health Department's percolation test has been provided for the parcel purchased.
14. The Closing will be conducted by Best Homes Title Agency, LLC. Closing fees charged by the title company of approximately Four Hundred Fifty and no/100 Dollars (\$450.00) will be divided evenly between the Buyer and the Seller, payable at Closing. At Closing Seller will pay the transfer tax charged by the State of Michigan and 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 – one (1) land division; Parcel 3 – one (1) land division. 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 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: _____]

18. 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.

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

20. Time is of the essence regarding this Agreement.

21. Seller agrees to pay the auctioneer commission and expenses as stated in the Employment Agreement dated October 24, 2018, 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.

23. None of the representations, warranties, covenants and agreements of Seller and Buyer herein, or in any certificates or other documents delivered prior to or at the Closing, shall survive the Closing, and Buyer shall have no claims against the Seller or the auction company with respect to any of the foregoing after the Closing.

[Remainder of Page Intentionally Left Blank]

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

BUYER'S SIGNATURE _____ Dated _____

BUYER'S PRINTED NAME _____ Dated _____

BUYER'S SIGNATURE _____ Dated _____

BUYER'S PRINTED NAME _____ Dated _____

BUYER'S ADDRESS _____

BUYER'S DAYTIME TELEPHONE (_____) _____ - _____

WITNESS _____ Dated _____

SELLER'S ACCEPTANCE:

The above offer is hereby accepted.

SELLER'S SIGNATURE _____ Dated _____

SELLER'S PRINTED NAME _____ Dated _____

SELLER'S SIGNATURE _____ Dated _____

SELLER'S PRINTED NAME _____ Dated _____

SELLER'S ADDRESS _____

SELLER'S TELEPHONE (_____) _____ - _____

WITNESS _____ Dated _____

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

LENDER NAME: _____

CONTACT NAME: _____ *PHONE:* _____

IF BUYING MORE THAN ONE PARCEL, BUYER WISHES TO DEED

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

IF DEEDING SEPARATELY, LIST PRICES PER PARCEL _____



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

FILE NO.

GRC-118134

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

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AMERICAN
LAND TITLE
ASSOCIATION



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

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(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is *less than the certain dollar amount set forth in any applicable arbitration clause*, shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

PRELIMINARY

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First American Title™

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

PRIVACY INFORMATION

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have request of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

Transaction Identification Data for reference only:

Issuing Agent: **Best Homes Title Agency, LLC**

Issuing Office: **4949 Plainfield Avenue NE, Grand Rapids, Michigan 49525**

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

Commitment Number: **GRC-118134**

Property Address: **10384 Kehoe Dr. NE., Ada, MI 49301**

1. Commitment Date: **08/28/2018** at 8:00 AM

2. Policy to be issued:

Proposed Policy Amount

a. **ALTA Owner's Policy**

\$10,000.00

Proposed Insured: Gerald R. Kehoe and Donna M. Kehoe, as trustees of the Kehoe Family Protection Trust uad December 4, 2014; subject to the life estate of Gerald R. Kehoe and Donna M. Kehoe, a married couple

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the said estate or interest in the Land is at the Commitment Date vested in:

Gerald R. Kehoe and Donna M. Kehoe, as trustees of the Kehoe Family Protection Trust uad December 4, 2014; subject to the life estate of Gerald R. Kehoe and Donna M. Kehoe, a married couple

5. The Land is described as follows:

~ SEE ATTACHED LEGAL DESCRIPTION RIDER ~

By: 
Authorized Countersignature

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File No.: **GRC-118134**



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

BestHOMES
TITLE AGENCY, LLC

LEGAL DESCRIPTION RIDER

Situated in the **Township of Grattan, County of Kent, State of Michigan**

The Southeast 1/4 of the Southeast 1/4, Section 31, Town 8 North, Range 9 West, Grattan Township, Kent County, Michigan, Except Commencing at the Southeast corner of said Section; thence North 0 degrees 52' 48" East 1328.70 feet along the East line of said Section; thence North 89 degrees 53' 06" West 991.16 feet along the North line of the Southeast 1/4 of said Southeast 1/4 to the place of beginning; thence North 89 degrees 53' 06" West 330 feet along said North line; thence South 0 degrees 44' 44" West 660 feet along the West line of said Southeast of the Southeast 1/4; thence South 89 degrees 53' 06" East 330 feet; thence North 0 degrees 44' 44" East 660 feet to the place of beginning.

PRELIMINARY

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

ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

Requirements

File No. **GRC-118134**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. **Submit "Affidavit by Owner". Additional requirements may be made or exceptions taken for matters disclosed therein.**
 - B. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved. Additional requirements will be added, or exceptions taken, when the names of the Proposed Insured(s) have been determined and the Commitment is updated. The following requirements are listed only as reference based on the current status of Fee Simple title and the exceptions listed on Schedule B-Part II as of the effective date of this Commitment.**
 - C. **Current Certificate of Trust Existence and Authority for the Kehoe Family Protection Trust, which complies with the requirements of MCL 565.432; MSA 26.745(2).**
 - D. **Record a release of the Life Estate Interest of Gerald R. Kehoe and Donna M. Kehoe as reserved in Instrument No. 20150128-0007054.**
 - E. **NOTE: A search of the Public Records does not reveal any open mortgage. You must disclose any knowledge of any unrecorded mortgage or other obligation that may result in a lien attaching to the Land.**
5. Pay unpaid taxes and assessments unless shown as paid. The amounts shown as unpaid do not include collection fees, penalties or interest.

SEE ATTACHED TAX INFORMATION SHEET

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File No.: **GRC-118134**

TAX INFORMATION SHEET

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

2017 Winter Taxes in the amount of \$635.77 are PAID.

2018 Summer Taxes in the amount of \$1,526.40 are PAID.

Property Address: 10384 Kehoe Dr. NE., Ada, MI 49301

Tax Parcel Number: 41-12-31-400-036

2018 State Equalized Value: \$119,800.00

Principal Residence Exemption: 100%

Taxable Value: \$69,681.00

School District: Lowell

Special Assessments: NONE

PRELIMINARY

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

ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

Best HOMES
TITLE AGENCY, LLC

Exceptions

File No.: GRC-118134

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B.
8. Taxes and assessments that become a lien against the property after date of closing. The company assumes no liability for tax increases occasioned by retroactive revaluation or changes in the land usage for the insured premises.
9. Right of Way granted to Consumers Power Company recorded in Liber 161 of Miscellaneous Records, Page 515.
10. Easement granted to the County of Kent for highway purposes recorded in Liber 117 of Miscellaneous Records, Page 201.
11. Right of Way granted to Michigan Bell Telephone Company recorded in Liber 2350, Page 432.

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

ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

BestHOMES
TITLE AGENCY, LLC

12. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.

PRELIMINARY

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