



COMMERCIAL REAL ESTATE AUCTION PURCHASE AGREEMENT

The undersigned Purchaser hereby offers to purchase the following property, known as BROOKLYN 20. 1104 ACRES
 in the County of JACKSON, State of MICHIGAN and legally described as 460-13-12-353-038-01
 at a total cash price of \$ _____ and upon the following terms and conditions:

\$ 5,000.- Initial Deposit of Earnest money paid to GREATER METROPOLITAN TITLE with this offer and to
 be deposited in GREATER METROPOLITAN TITLE Just Account upon acceptance
 \$ _____ Balance of funds in cash at closing.
 \$ _____ Total Cash Purchase Price.

The Purchaser acknowledges that this Auction Purchase Agreement is being executed as a result of Purchaser/s being the highest bidder at an Auction conducted this date by Pamela K. Rose Auction Company, LLC and that the total Contract Purchase Price set forth above is, by agreement and as disclosed prior to commencement of the Auction, Ten Percent (10%) higher than the amount Bid by Purchaser to reflect a "Buyer's" premium for the property. Purchaser acknowledges that the payment of the "Buyer's" premium does not constitute Pamela K. Rose Auction Company, LLC as the agent of Purchaser.

The Property includes the land and all appurtenant rights, privileges and easements, all buildings and fixtures, including without limitation, all of the following as are now on the Property: electrical, heating, cooling, plumbing and bathroom fixtures, awnings, screens, storm windows and doors, landscaping, and disposals.

Also INCLUDED: _____

NOT included: _____

- Seller will deliver to Purchaser an appropriate deed (or fiduciary deed if applicable) at closing, and prior to closing and as evidence of title Seller shall furnish to Purchaser a Policy of Owners Title Insurance with standard exceptions (including survey exception) in an amount not less than the Auction Purchase Price, prepared by a title company showing good and merchantable title of record in Seller free and clear of all material defects, except for existing utility easements and restrictions of record, city ordinances and zoning regulations, taxes and delinquent assessments and mortgages or other liens to be liquidated at closing. Any additional title expenses required by Purchaser shall be paid for by Purchaser.
- Delinquent taxes, delinquent assessments and delinquent homeowners association fees and condominium fees and charges, if any, are to be paid by Seller and the current taxes and assessments, condominium fees, homeowners association fees and charges and rentals, if any, are to be prorated to the date of closing in accordance with the custom of the county in which the property is located. Agricultural tax recoupment, if any, shall be paid by Seller. Seller shall pay conveyance fees and all recording costs for the release of any lien, mortgage or other encumbrance.
- If any buildings or other improvements are materially damaged or destroyed by reason of fire or other casualty prior to delivery of the warranty deed, Purchaser shall have the option (a) to complete said purchase and to receive the proceeds of any insurance payable in connection therewith; (b) terminate this agreement and recover all deposits made hereunder. Notice of either election shall be given by the Purchaser to the Seller and Broker within ten (10) days after the Purchaser has received written notice of such damage or destruction.
- Purchaser and Seller acknowledge and agree that this Agreement is NOT CONTINGENT upon Purchaser's ability to obtain financing.**
- Purchaser acknowledges inspection of said property and knows the condition thereof and is purchasing said property "AS IS". Purchaser expressly acknowledges that neither Pamela K. Rose Auction Co, LLC or its agents have made or make any warranty of any kind whatsoever, whether expressed or implied as to the physical condition or habitability of the property.
- Possession to be given: [] at closing; [] _____ days (rent free) after date of closing; [] at closing subject to the rights of tenants (rents to be pro-rated as of closing date, security deposits and leases, if any, assigned to purchaser at closing).
- Seller shall maintain the property, including improvements, lawn, shrubs, trees, plumbing fixtures, electrical wiring, furnaces, and other mechanical equipment, in its present condition pending closing and transfer of possession, normal and reasonable wear excepted. Seller shall be responsible for maintaining fire and extended coverage insurance on the property until closing. Seller shall pay for all utilities to date of transfer of possession and shall notify Purchaser of the date of the final readings in order to avoid termination of utility service. Seller shall pay for any repairs or replacements of plumbing, gas or electrical facilities required by the utility provider at the time of transfer of utility services.
- Seller agrees to pay Pamela K. Rose Auction Co, LLC the sales fee as stated in the Listing Agreement, which sum shall be paid to Pamela K. Rose Auction Co, LLC upon closing.
- In the event Purchaser shall default in the payment of any sums due hereunder or fail to close the purchase of the property without default on the part of the Seller, Seller may pursue all legal or equitable remedies available to seller.
- It is understood between the Seller and Purchaser that no verbal agreements or understandings are binding in any manner whatsoever upon the parties hereto. Time is of an essence and closing is to be held on or before JULY 16, 2019.
- The term "Seller" shall be read as "Sellers" if more than one person are Sellers, in which case their obligations shall be joint and several. The term "Purchaser" shall be read as "Purchasers" if more than one person are Purchasers, in which case their obligation shall be joint and several.
- PURCHASER ACKNOWLEDGES EXECUTING AND RECEIVING A RECEIPT OF THE FOLLOWING PRIOR TO EXECUTING THIS AGREEMENT: (A) "DISCLOSURE OF AGENCY RELATIONSHIP", AS REQUIRED BY THE STATE WHERE PROPERTY IS LOCATED; (B) IF APPLICABLE, IF A PRE 1978 RESIDENTIAL PROPERTY - THE DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT / LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS AS REQUIRED UNDER TITLE X; (C) A COPY OF THIS PURCHASE AGREEMENT; (D) RELEASE AGREEMENT FOR NON-REFUNDABLE DEPOSIT.**
- Seller and Purchaser acknowledge that unless otherwise provided in this Agreement, the deposit/s set forth herein shall be deposited into _____'s non-interest bearing Trust Account and that in event of a default by either party, such deposit shall continue to be held in _____ Trust Account until the earlier of (a) mutual agreement and direction of the Seller and Purchaser; (b) disposition has been ordered by a final court order; (c) _____ deposits said amounts with a court pursuant to applicable court procedures.
- Additional Terms: _____

This Offer To Purchase made this _____ day of _____ 20_____.

 Purchaser

 Printed Name/s of Purchaser

 Purchaser Phone Numbers

 Purchaser Email Address

Received Initial Earnest Deposit of \$ _____ [] Cash [] Check [] Other _____ By _____ (date)

This Offer To Purchase accepted this _____ day of _____ 20_____.

 Seller

 Printed Name/s of Seller

 Seller Phone Number

 Co-Operating Selling Broker

 Purchaser

 Purchaser Address

 Purchaser Attorney

 Seller

 Seller Address

 Seller Attorney

 Co-Operating Listing Broker

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.

(1) An agent providing services under any service provision agreement owes, at a minimum, the following duties to the client:

- a. The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
- b. The performance of the terms of the service provision agreement. (c) Loyalty to the interest of the client.
- c. Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
- d. Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent.
- e. An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
- f. Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.

(2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following services to his or her client:

- a. When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
- b. Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
- c. Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
- d. After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
- e. For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

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.

SELLER'S AGENTS

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.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

Disclosure Regarding Real Estate Agency Relationships

DUAL AGENTS

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.

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.

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.

LICENSEE DISCLOSURE (Check one)

I hereby disclose that the agency status of the licensee named below is:

- Seller's Agent
- Seller's Agent - Limited Service Agreement
- Buyer's Agent
- Buyer's Agent - Limited Service Agreement
- 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 supervisor 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 relationship as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

MICHAEL E. MURRAY

Licensee

4/19/2019

Date

Licensee

Date

ACKNOWLEDGMENT

By signing below, the parties acknowledge that they have received and read the information in this agency disclosure statement and acknowledge that this form was provided to them before the disclosure of any confidential information. **THIS IS NOT A CONTRACT.**

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 _____ SELLER _____ BUYER.

Potential Buyer / Seller (circle one)

Date

Potential Buyer / Seller (circle one)

Date

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

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 460-13-12-353-038-01

Situated in the Township of Summit, County of Jackson, State of Michigan:

A Parcel of Land Owned and used as one Parcel Being Part of Lot 11 Shoemaker And Mcdevitt's Subdivision and Section 12 and 13 Township 3 South, Range 1 West Side entire parcel described as:

Beginning at Northwest Corner of Section 13 thence North 87 degrees 11 minutes 09 seconds East 171 feet thence North 39 degrees 56 minutes 09 seconds East 270.18 feet to Southwesterly Right of Way Line of Highway M-50 thence South 49 degrees 06 minutes 41 seconds East 66.01 feet Alg said Right of Way line thence South 39 degrees 56 minutes 09 seconds West 291.53 feet thence South 41 degrees 24 minutes 26 seconds East 713.29 feet thence South 00 degrees 56 minutes 08 seconds West 2075.19 feet to East & West 1/4 Line thence North 88 degrees 47 minutes 36 seconds West 696.58 feet Alg said East & West 1/4 line to West 1/4 Post of Section 13 thence North 89 degrees 47 minutes 34 seconds West 1315.96 feet Alg East & West 1/4 line of Section 14 to East 1/8 line thence North 01 degrees 06 minutes 04 seconds East 2641.94 feet to North line of Section 14 thence North 89 degrees 59 minutes 28 seconds East 665.33 feet thence South 02 degrees 56 minutes 17 seconds West 315.93 feet thence North 89 degrees 26 minutes 36 seconds East 234.63 feet thence North 04 degrees 41 minutes 31 seconds East 159.23 feet thence South 86 degrees 44 minutes 25 seconds East 220.01 feet thence North 04 degrees 41 minutes 31 seconds East 127.48 feet thence South 83 degrees 58 minutes 51 seconds East 190.59 feet thence North 00 degrees 23 minutes 39 seconds East 60.09 feet to Beginning Section 12, 13 and 14 Township 3 South Range 1 West 116.24A.

Split on 10/14/2013 from entire 460-13-12-353-038-00; Split On 10/14/2013 from 000-13-13-101-018-00 and 000-13-13-101-019-00 also entire 000-13-14-226-001-00 and entire 000-13-14-276-002-00.

The land referred to is described as follows:

PARCEL 1:

Beginning at the Southwest corner of Section 12, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan, thence East along the South Section line 171 feet, thence North 42 degrees 40 minutes East 273.4 feet to the Southerly line of M-50 Highway, thence Southeasterly along Southerly line of said highway 60.02 feet to a point for the place of beginning of this description; thence South 38 degrees 58 minutes 30 seconds West to the South line of Section 12, thence East along said South line to Southerly line of M-50 Highway, thence Northwesterly along Southerly line of said Highway to beginning. EXCEPT Begin in the West line of Section 13 at a point 600 feet South of the Northwest corner of said Section, thence East 250 feet, thence North 27 degrees 58 minutes East 699.3 feet to the Southerly line of Brooklyn Road in Section 12 at a point for the place of beginning of this exception; thence South 27 degrees 58 minutes West to the South line of Section 12, being also the South line of Lot 11 in Shoemaker and McDevitt's Subdivision, thence East along said South line to Southerly line of Brooklyn Road, thence Northwesterly along said Southerly line to beginning, being part of Lot 11, Shoemaker and McDevitt's Subdivision, according to the recorded plat thereof, as recorded in Liber 12 of Plats, Page 12, Jackson County Records.

ALSO: Beginning at the Northwest corner of Section 13, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan; thence South along the West Section line 600 feet, thence East parallel with the North Section line 250 feet, thence North 27 degrees 58 minutes East to the North Section line, thence West along North Section line to beginning, EXCEPT beginning at the Northwest corner of Section 13, thence South along the West Section line 60.09 feet, thence North 86 degrees 18 minutes 30 seconds East 200.58 feet, thence North 38 degrees 58 minutes 30 seconds East to North Section line, thence West along North Section line to beginning, Section 13, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

Legal Description

ALSO: Beginning at a point 600 feet South of the Northwest corner of Section 13, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan; thence East parallel with the North section line 250 feet, thence North 27 degrees 58 minutes East to North Section line thence East along North Section line to the Southerly line of Highway M-50, thence Southeasterly along the Southerly line of said highway to a point being 1931.4 feet West of North and South 1/4 line of Section 13, thence South to the East and West 1/4 line, thence West along East and West 1/4 line to West Section line, thence North along the West Section line to beginning.

ALSO: Commencing at the Southeast corner of Section 11, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan, thence North 87 degrees 11 minutes 09 seconds East (recorded as North 86 degrees 16 minutes 30 seconds East) 171.0 feet; thence North 39 degrees 56 minutes 09 seconds East (recorded as North 38 degrees 58 minutes 30 seconds East) 273.40 feet to the Southwesterly right of way line of Highway M-50, said point being 50 feet at right angles from the center line of said Highway, thence South 49 degrees 28 minutes 30 seconds East 60.02 feet along said highway right of way, thence South 39 degrees 56 minutes 09 seconds West (recorded as South 38 degrees 58 minutes 30 seconds West) 298.08 feet, thence South 87 degrees 11 minutes 09 seconds West (recorded as South 86 degrees 18 minutes 30 seconds West) 200.58 feet, and thence North 0 degrees 34 minutes West 60.09 feet to the place of beginning. Being a part of Lot 11, Shoemaker and McDevitt's Subdivision, as recorded in Liber 12 of Plats, Page 12, Jackson County Records.

The above description is intended to lay directly South of parcel deeded in Liber 1924, Page 688, which South line of Parcel in Liber 1924, Page 688 is the North line of parcel herein description:

ALSO: That part of Lot 11 described as: Beginning on the West line of Section 13, Town 3 South, Range 1 West, at a point 600 feet South of the Northwest corner of said Section, thence East 250 feet; thence North 27 degrees 58 minutes 00 seconds East 699.3 feet to the Southerly line of Brooklyn Road in Section 12, Town 3 South, Range 1 West, at a point for the place of beginning of this description; thence South 27 degrees 58 minutes 00 seconds West to South line of Section 12, being also the South line of said Lot 11; thence East along said South line to Southerly line of Brooklyn Road; thence Northwesterly along said Southerly line to the beginning. Shoemaker and McDevitt's Subdivision.

ALSO:

The East 1/2 of the Northeast 1/4, EXCEPT the North 600 feet thereof in Section 14, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan.

ALSO: The North 600 feet of the East 1/2 of the Northeast 1/4 of Section 14, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan. EXCEPTING therefrom the following parcels of land:

Land in the Southeast 1/4 of Section 11 and the Northeast 1/4 of Section 14, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan, described as follows, to wit:

Commencing at the Southeast corner of Section 11, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan, thence North 0 degrees 58 minutes 21 seconds East 257.60 feet along the East line of said Section 11, thence North 86 degrees 44 minutes 25 seconds West 169.36 feet to the place of beginning of this description, thence South 4 degrees 41 minutes 31 seconds West 435.74 feet, thence North 86 degrees 44 minutes 25 seconds West 200.00 feet, thence North 4 degrees 41 minutes 31 seconds East 435.74 feet, thence South 86 degrees 44 minutes 25 seconds East 200.00 feet to the place of beginning of this description.

ALSO EXCEPT: Beginning at the Southeast corner of Section 11, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan, thence South 0 degrees 34 minutes East 60.09 feet, thence North 84 degrees 56 minutes 30 seconds West 190.68 feet, thence North 3 degrees 36 minutes East 241.82 feet, thence South 87 degrees 51 minutes East 174.29 feet to the East Section line, thence South along the East Section line 191.55 feet to the place of beginning.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

Legal Description

ALSO EXCEPT:

Land in the Southeast 1/4 of Section 11 and the Northeast 1/4 of Section 14, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan, described as follows, to wit: Commencing at the Southeast corner of Section 11, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan, thence North 0 degrees 58 minutes 21 seconds East 277.62 feet along the East line of said Section 11, thence North 86 degrees 44 minutes 25 seconds West 388.07 feet, thence South 4 degrees 41 minutes 31 seconds West 250.00 feet to the place of beginning of this description, thence South 4 degrees 41 minutes 31 seconds West 365.00 feet, thence South 89 degrees 26 minutes 36 seconds West 234.68 feet, thence North 2 degrees 56 minutes 17 seconds East (North 3 degrees 18 minutes East of record) 365.00 feet, thence North 89 degrees 38 minutes 28 seconds East 245.82 feet to the place of beginning of this description.

PARCEL 1 DESCRIBED ABOVE IS ALSO DESCRIBED IN THE FOLLOWING PARCELS 2, 3, 4, 5 AND 6:

PARCEL 2:

A parcel of land in the Southwest 1/4 of Section 12, the Northwest 1/4 of Section 13 and the Northeast 1/4 of Section 14, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan, Also being a part of Lot 11, Shoemaker and McDevitts Subdivision, as recorded in Liber 6 of Plats, Page 5, Jackson County Records, described as: Beginning at the Southwest corner of Section 12, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan; thence South 00 degrees 23 minutes 39 seconds West along the North and South 1/4 line of Section 13, 60.09 feet (also described as South 00 degrees 34 minutes East); thence along the South line of property described in Liber 1927, page 164, North 83 degrees 58 minutes 51 seconds West to the South line of property described in Liber 1927, Page 164, 31.10 feet; thence South 00 degrees 34 minutes 52 seconds West, 378.31 feet; thence North 82 degrees 47 minutes 39 seconds East, 120.11 feet; thence North 59 degrees 38 minutes 36 seconds East, 322.12 feet; thence North 37 degrees 02 minutes 48 seconds West 263.84 feet; thence North 39 degrees 56 minutes 09 seconds East, (recorded as North 38 degrees 58 minutes 30 seconds East) 290.78 feet to the Southerly line of M-50; thence North 49 degrees 06 minutes 41 seconds West, 60.02 feet; thence South 39 degrees 56 minutes 09 seconds West, (recorded as South 38 degrees 58 minutes 30 seconds West) 270.18 feet; thence South 87 degrees 11 minutes 09 seconds West, 171.00 feet (recorded as North 86 degrees 18 minutes 30 seconds West) to the place of beginning.

All bearings are derived from GPS observations.

PARCEL 3:

A parcel of land in the Southwest 1/4 of Section 12, the Northwest 1/4 of Section 13, Town 3 South, Range 1 West, Summit Township, Also being a part of Lot 11, Shoemaker and McDevitts Subdivision, as recorded in Liber 6 of Plats, Page 5, Jackson County Records; Jackson County, Michigan, described as: Commencing at the Southwest corner of Section 12, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan; thence North 87 degrees 11 minutes 09 seconds East, 171.00 feet; (recorded as North 86 degrees 18 minutes 30 seconds East) thence North 39 degrees 56 minutes 09 seconds East, (recorded as North 38 degrees 58 minutes 30 seconds East) 270.18 feet to the Southerly right of way line of Highway M-50; thence South 49 degrees 06 minutes 41 seconds East along said right of way line 60.02 feet to the place of beginning; thence continuing South 49 degrees 06 minutes 41 seconds East along said right of way line 307.26 feet; thence South 00 degrees 56 minutes 08 seconds West, 304.69 feet; thence North 74 degrees 11 minutes 05 seconds West, 265.05 feet; thence North 37 degrees 02 minutes 48 seconds West, 263.84 feet; thence North 39 degrees 56 minutes 09 seconds East, (recorded as North 38 degrees 58 minutes 30 seconds East) 290.78 feet to the place of beginning.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

Legal Description

EXCEPT ANY PORTION OF THE FOLLOWING DESCRIBED PARCEL OF LAND CONTAINED IN THE ABOVE LEGAL DESCRIPTION:

A parcel of land located in the Southwest 1/4 of Section 12, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan, described as follows: Commencing at the Southwest corner of Section 12, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan, thence South 88 degrees 35 minutes 34 seconds East along the South line of said Section 237.28 feet to the place of beginning; thence North 39 degrees 56 minutes 09 seconds East, 237.50 feet to the Southerly line of Highway M-50; thence South 49 degrees 04 minutes 34 seconds East along said South line 51.21 feet; thence South 39 degrees 56 minutes 09 seconds West, 195.85 feet to said South Section line; thence North 88 degrees 35 minutes 34 seconds West along said South line, 65.44 feet to the place of beginning.

PARCEL 4:

A parcel of land in the Northeast 1/4 of Section 14, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan, described as: Beginning at the Northeast corner of Section 14, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan; thence South 00 degrees 23 minutes 39 seconds West along the East line of Section 14, 60.09 feet (also described as South 00 degrees 34 minutes East); to the South line of property described in Liber 1927, Page 164, thence along the South line of property described in Liber 1927, Page 164, North 83 degrees 58 minutes 51 seconds West, 31.10 feet to the place of beginning; thence continuing along the South line of property described in Liber 1927, Page 164, North 83 degrees 58 minutes 51 seconds West, 159.49 feet; thence South 04 degrees 41 minutes 31 seconds West, 127.48 feet; thence North 86 degrees 44 minutes 25 seconds West, 220.01 feet; thence South 04 degrees 41 minutes 31 seconds West, 333.70 feet; thence North 82 degrees 47 minutes 39 seconds East, 415.43 feet; thence North 00 degrees 34 minutes 52 seconds East, 378.31 feet to the place of beginning.

PARCEL 5:

A parcel of land in the Northwest 1/4 of Section 13 and Northeast 1/4 of Section 14, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan; described as: commencing at the Northwest corner of Section 13, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan; thence North 87 degrees 11 minutes 09 seconds East, 171.00 feet; (recorded as 86 degrees 18 minutes 30 seconds East) thence North 39 degrees 56 minutes 09 seconds East, (recorded as North 38 degrees 58 minutes 30 seconds East) 270.18 feet to the Southerly right of way line of Highway M-50; thence South 49 degrees 06 minutes 41 seconds East along said right of way line 367.28 feet to the place of beginning; thence continuing South 49 degrees 06 minutes 41 seconds East along said right of way line, 86.14 feet to a point 1931.4 feet West of North and South 1/4 line of Section 13; thence South 00 degrees 56 minutes 08 seconds West 2580.01 feet (recorded as South) to the East and West 1/4 line of Section 13; thence North 88 degrees 47 minutes 36 seconds West along said 1/4 line, 696.58 feet to the 1/4 post common to Sections 13 and 14; thence North 89 degrees 47 minutes 34 seconds West along the East and West 1/4 line of Section 14, 1315.96 feet to the West line of the East 1/2 of the Northeast 1/4 of Section 14; thence North 01 degrees 06 minutes 04 seconds East along said West line, 2641.94 feet to the North line of said Section 14; thence North 89 degrees 59 minutes 28 seconds East along said North line, 665.33 feet; thence South 02 degrees 56 minutes 17 seconds West 315.93 feet; thence North 89 degrees 26 minutes 36 seconds East, 234.68 feet; thence South 04 degrees 41 minutes 31 seconds West, 174.36 feet; thence North 82 degrees 47 minutes 39 seconds East, 535.54 feet; thence North 59 degrees 38 minutes 36 seconds East 322.12 feet; thence South 74 degrees 11 minutes 05 seconds East, 265.05 feet; thence North 00 degrees 56 minutes 08 seconds East 304.69 feet to the place of beginning.

PARCEL 6:

The North 600 feet of the East 1/2 of the Northeast 1/4 of Section 14, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan.

EXCEPTING therefrom the following parcels of land:

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

Legal Description

Land in the Southeast 1/4 of Section 11 and the Northeast 1/4 of Section 14, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan, described as follows, to wit:

Commencing at the Southeast corner of Section 11, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan, thence North 0 degrees 58 minutes 21 seconds East 257.60 feet along the East line of said Section 11, thence North 86 degrees 44 minutes 25 seconds West 169.36 feet to the place of beginning of this description, thence South 4 degrees 41 minutes 31 seconds West 435.74 feet, thence North 86 degrees 44 minutes 25 seconds West 200.00 feet, thence North 4 degrees 41 minutes 31 seconds East 435.74 feet, thence South 86 degrees 44 minutes 25 seconds East 200.00 feet to the place of beginning of this description.

ALSO EXCEPT: Beginning at the Southeast corner of Section 11, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan, thence South 0 degrees 34 minutes East 60.09 feet, thence North 84 degrees 56 minutes 30 seconds West 190.68 feet, thence North 3 degrees 36 minutes East 241.82 feet, thence South 87 degrees 51 minutes East 174.29 feet to the East Section line, thence South along the East Section line 191.55 feet to the place of beginning.

ALSO EXCEPT:

Land in the Southeast 1/4 of Section 11 and the Northeast 1/4 of Section 14, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan, described as follows, to wit: Commencing at the Southeast corner of Section 11, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan, thence North 0 degrees 58 minutes 21 seconds East 277.62 feet along the East line of said Section 11, thence North 86 degrees 44 minutes 25 seconds West 388.07 feet, thence South 4 degrees 41 minutes 31 seconds West 250.00 feet to the place of beginning of this description, thence South 4 degrees 41 minutes 31 seconds West 365.00 feet, thence South 89 degrees 26 minutes 36 seconds West 234.68 feet, thence North 2 degrees 56 minutes 17 seconds East (North 3 degrees 18 minutes East of record) 365.00 feet, thence North 89 degrees 38 minutes 28 seconds East 245.82 feet to the place of beginning of this description.

ALSO EXCEPT:

A parcel of land in the Southwest 1/4 of Section 12, the Northwest 1/4 of Section 13 and the Northeast 1/4 of Section 14, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan, Also being a part of Lot 11, Shoemaker and McDevitts Subdivision, as recorded in Liber 6 of Plats, Page 5, Jackson County Records, described as: Beginning at the Southwest corner of Section 12, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan; thence South 00 degrees 23 minutes 39 seconds West along the North and South 1/4 line of Section 13, 60.09 feet (also described as South 00 degrees 34 minutes East) to the South line of property described in Liber 1927, page 164; thence North 83 degrees 58 minutes 51 seconds west

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

Legal Description

along the South line of a parcel of land recorded In Liber 1927, Page 164, Jackson County Records 31.10 feet; thence South 00 degrees 34 minutes 52 seconds West, 378.31 feet; thence North 82 degrees 47 minutes 39 seconds East, 120.11 feet; thence North 59 degrees 38 minutes 38 seconds East, 322.12 feet; thence North 37 degrees 02 minutes 48 seconds West 263.84 feet; thence North 39 degrees 56 minutes 09 seconds East (recorded as North 38 degrees 58 minutes 3 seconds East), 290.78 feet to the Southerly line of M-50; thence North 49 degrees 06 minutes 41 seconds West, 60.02 feet; thence South 39 degrees 56 minutes 09 seconds West (recorded as South 38 degrees 58 minutes 30 seconds West), 270.18 feet; thence South 87 degrees 11 minutes 09 seconds West, 171.00 feet to the place of beginning.

ALSO EXCEPT:

A parcel of land In the Northeast 1/4 of Section 14, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan, described as: Beginning at the Northeast corner of Section 14, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan; thence South 00 degrees 23 minutes 39 seconds West along the East line of Section 14, 60.09 feet (also described as South 00 degrees 34 minutes East) to the South line of property described in Liber 1927, Page 164; thence along the South line of property described in Liber 1927, Page 184 North 83 degrees 58 minutes 51 seconds West, 31.10 feet to the place of beginning; thence continuing along the South line of property described In Liber 1927, Page 164 North 83 degrees 58 minutes 51 seconds West, 159.49 feet; thence South 04 degrees 41 minutes 31 seconds West, 127.48 feet; thence North 86 degrees 44 minutes 25 seconds West, 220.01 feet; thence South 04 degrees 41 minutes 31 seconds West, 333.70 feet; thence North 82 degrees 47 minutes 39 seconds East, 415.43 feet; thence North 00 degrees 34 minutes 52 seconds East, 378.31 feet to the place of beginning.

ALSO EXCEPT:

A parcel of land In the Northwest 1/ 4 of Section 13 and Northeast 1/4 of Section 14, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan, described as: Commencing at the Northwest corner of Section 13, Town 3 South, Range 1 West, Summit Township, Jackson County, Michigan; thence North 87 degrees 11 minutes 09 seconds East, 171.00 feet; (recorded as North 88 degrees 18 minutes 30 seconds East); thence North 39 degrees 56 minutes 09 seconds East (recorded as North 38 degrees 58 minutes 30 seconds East), 270.18 feet to the Southerly right of way line of Highway M-50, thence South 49 degrees 06 minutes 41 seconds East along said right of way line 367.28 feet to the place of beginning; thence continuing South 49 degrees 06 minutes 41 seconds East along said right of way line 86.14 feet; thence South 00 degrees 56 minutes 08 seconds West, 2580.01 feet to the East and West 1/4 line of Section 13; thence North 88 degrees 47 minutes 36 seconds West along said 1/4 line, 696.58 feet to the 1/4 post common to Sections 13 and 14; thence North 89 degrees 47 minutes 34 seconds West along the East and West 1/4 line of Section 14, 1315.96 feet to the West line of the East 1/2 of the Northeast 1/4 of Section 14; thence North 01 degrees 06 minutes 04 seconds East along said West line, 2641.94 feet to the North line of said Section 14; thence North 89 degrees 59 minutes 28 seconds East along said North line, 665.33 feet; thence South 02 degrees 56 minutes 17 seconds West, 315.93 feet; thence North 89 degrees 26 minutes 36 seconds East, 234.68 feet; thence South 04 degrees 41 minutes 31 seconds West, 174.36 feet; thence North 82 degrees 47 minutes 39 seconds East, 535.54 feet; thence North 59 degrees 38 minutes 36 seconds East, 322.12 feet; thence South 74 degrees 11 minutes 05 seconds East, 265.05 feet; thence North 00 degrees 56 minutes 08 seconds East, 304.69 feet to the place of beginning.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





RELEASE AGREEMENT FOR NON-REFUNDABLE DEPOSIT

Addendum to Auction Purchase Agreement dated _____ on property located at O BROOKLYN RD, JACKSON COUNTY, MI. 116⁺-ACRES

I, We _____

Purchaser/s of said property hereby authorize Pamela K. Rose Auction Co., LLC to release the non-refundable deposit in the amount of \$ 5,000.- and to be released on the 17TH day of JULY 2019. Non-refundable deposit to be paid \$ 2,500.- to the Seller/s and \$ 2,500.- to the Pamela K. Rose Auction Co., LLC per the Listing Agreement on said property. This release, being entered into by the undersigned parties, absolves Pamela K. Rose Auction Co., LLC, Pamela Rose, and their representatives and the undersigned parties from any further liability in regards to the non-refundable deposit.

Date

Seller

Seller

Buyer

Buyer