

***PROPERTY
INFORMATION
PACKET***

**ESTATE OF ALVIN H. KUKUK
COVENANT REALTY**

OFFERED BY:

**CHUCK CRYDERMAN & ASSOCIATES, L.L.C.
73600 CHURCH ST.
ARMADA, MI. 48005**

586 – 784-8890

www.crydermanauctions.com

GARY M. BERRY AUCTIONEERS

258-299-5959

www.garymberry.com

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Gary M. Berry Auctioneer
73600 Church St.
Armada, MI. 48005

586 – 784-8890 FAX: 586 – 784-8894
248 – 299-5959

AUCTIONEER'S DISCLAIMER

The following information is provided to you as a matter of convenience only, and no representation or warranty, expressed or implied, is made as to its accuracy or completeness.

Prospective purchasers of the auction property are responsible for conducting such due diligence of their own as they consider appropriate, prior to bidding at the auction sale.

All information contained within this Property Information Packet was derived from reliable sources and is believed to be correct, but is not guaranteed. Buyers shall rely entirely on their own judgment and inspection.

Announcements from the Auction Block will take precedence over any previously printed material or any other oral statements made.

BUYER INFORMATION

VIEW THE PROPERTY

All of the properties that Chuck Cryderman & Associates, L.L.C. offer for sale are available for viewing at one or more pre-set open house times. The properties are available for public inspection during each open house period. If you aren't available to view the property on any of the pre-established open house dates, we'd be pleased to arrange alternate viewing times for all qualified candidates.

REVIEW THE PROPERTY INFORMATION PACKAGE

If you have interest in bidding on a property, make sure that you review this Property Information Package from Chuck Cryderman & Associates, L.L.C. thoroughly. The complete package includes, among other things, property information, drawings, maps, assessor information, financial information, detailed contracts, disclosures, etc. You may not bid on a property without reading and signing the Bidder's Agreement.

DO YOUR DUE DILLIGENCE

Feel free to hire a building inspector or real estate appraiser before auction day to inspect the property that you intend to bid on so you can be confident about your buying decision. We can or will try to make arrangements to have your inspector study the property. Ask lots of questions before auction day about the property that you intend to bid on. Acquire an understanding of the value of properties in the neighborhood, community, city or region that the property is located in. Feel free to have your lawyer review the Property Information Package. Chuck Cryderman & Associates, L.L.C. represents the Seller of the property exclusively. If you'd like exclusive Buyer Representation, you need to hire a Buyer Broker, or your lawyer, just like on any other regular real estate transaction.

ARRANGING FINANCING

When Chuck Cryderman & Associates, L.L.C. sells this property, it is for cash, with no conditions and closing on/or before September 25, 2018. This means that you will not be permitted to bid on a conditional basis. You must know prior to bidding that you are pre-approved for a mortgage from a bank or other financing source, or that you have the cash in hand. If you require financing assistance, speak with a Chuck Cryderman & Associates, L.L.C. representative and we'll do our best to assist you.

When speaking with your lender about financing, always present him/her with the complete property information package. This will have all of the pertinent information that they will require to pre-approve you, less the price. If your lender forces you to put a price on the property, tell your lender the highest amount you'd be prepared to pay for the property and see if you can get approved. If you can get approved at your highest price, then you know you can pay any number less than your approved number and perhaps just a little more, if you have to.

SPEAK WITH THE AUCTION COMPANY

Being honest with the Auction Company representatives about your level of interest in the property will increase your chances of buying the property. This property offered by Chuck Cryderman & Associates, L.L.C. is to be sold subject to confirmation, giving the Seller 48 hours to accept or reject the bid. Based on this premise, we sell almost every property (well over 90%) that we market through the auction process. During the auction of any asset, a Seller has a price in mind of what he'd like to sell for and a Buyer has a price in mind of what he'd like to buy for. As a buyer, by being honest with the auction representatives about your level of interest in the property, we can pre-prepare the Seller for the actual sale result several days prior to the auction, therefore increasing your chances of buying the property for your price.

UNDERSTANDING THE SELLER

As a Buyer you should understand the Seller's level of motivation. In the case of a Chuck Cryderman & Associates, L.L.C. auction, our Sellers are always clear in their intentions to sell. At Chuck Cryderman & Associates, L.L.C. we select our customers carefully. Our Seller's aren't just giving the process a shot. Our Sellers have made substantial financial investments in the marketing effort and in preparing due diligence information for the sale, as applicable. For smaller properties this may be an investment of fewer than ten thousand dollars. For large and/or extraordinary properties requiring national and/or international exposure, this marketing investment may be tens of thousands, or hundreds of thousands of dollars. Either way, large property or small property, the Seller is demonstrating a higher commitment level to selling. Certainly a commitment (to sell) far beyond the act of hiring a local agent, placing a for sale sign on the front lawn and placing the listing in an MLS.

REGISTER TO BID

Prior to any bids being accepted by the Auctioneer, you must be register to bid for the property. This auction, Chuck Cryderman & Associates, L.L.C. will require you to sign a

Bidder's Agreement that states that you have received, read completely and understand without question the terms and conditions. You may register to bid on the property at an open house, at our office, by fax, or in person at the registration desk just prior to the auction. There is no deposit requirement at registration.

BIDDING PLAN FOR AUCTION

Assuming you have some understanding of the property's value and a clear understanding of what you are prepared to pay for the property, don't be afraid to open the bidding at the auction with a strong beginning bid. One of the hardest parts of the auction for the Auctioneer is getting the 1st bid. By being the first bidder with a strong opening bid you will command respect from the Auctioneer right from the beginning of the auction. Most people at an auction will value the property similarly. However, the buyer is the 1st person to that number on that day. Further, your strong opening bid will set the pace of the auction quickly and others bidding against you may be intimidated by your bidding strategy.

BID ASSISTANTS

You will see bid assistants at all Chuck Cryderman & Associates, L.L.C. real estate auctions. These people are there to answer your questions during the auction and to assist you with bidding. If you are unsure where the bid is or what the auctioneer is asking for, any bid assistant can help you. Don't be afraid of these people, they are just at the auction to help you. No questions will be entertained by the Auctioneers once the opening announcements have begun. All questions must be directed to a bid assistant.

ENDING THE AUCTION

Following the auction, if you are the high bidder, you will immediately sign the Purchase Agreement and provide a ten percent (10%) deposit for the specified amount. In a confirmation auction, if the property has not already been declared sold to you, the Seller has 48 hours to accept or reject your written offer.

TERMS and CONDITIONS

ESTATE OF ALVIN H. KUKUK
COVENANT REALTY

TOTAL OF 515 ACRES
SEVEN (7) PARENT PARCELS

Sale to held on Saturday, August 25, 2018 at 11:00 A.M.
Sale to be held at 3726 Orchard Road, Peck, MI. 48446

Open house times and dates:
Wednesday, August 15th, 2018 from 2 – 5 P.M.
Sunday, August 19th, 2018 from 2 – 5 P.M.

TERMS OF SALE:

A 7% Buyer's Fee applies to all purchases. There can be no contingencies of sale. All financing, inspections and due diligence must be accomplished prior to Auction Sale date. Successful Bidder will sign a Purchase Agreement stating Bid price plus Buyer's Fee, a 10% deposit must be given with the Purchase Agreement. Seller to have forty eight (48) hours to accept, counter or reject the offered bids. Closing to take place thirty (30) days from auction date, (September 25, 2018). Seller will provide a policy of Title Insurance, taxes will be pro-rated as paid in advance. Possession of the farm ground will pass upon harvest of the 2018 crops by the current Tenants. Possession of house will transfer on the date of closing, the barns and grain bin possession at the end of the 2018 crop year. Possession of vacant/farm land will pass at the end of the 2018 crop year.

BUYER'S PREMIUM EXPLANATION

There will be a Buyer's Premium of 7% added to the high bid. The total of the high bid plus the 7% Buyer's Premium shall constitute the Contract Sales Price.

EXAMPLE:

Bid Price:	\$ 100,000.00
Add 7% Buyer's Premium:	\$ 7,000.00
	<hr/>
Contract Sales Price:	\$ 107,000.00

The contract sales price represents the total due from the buyer and will be the amount entered on the PURCHASE AGREEMENT.

BIDDER # _____

AGREEMENT TO BID

AUCTION SALE REAL ESTATE, August 25, 2018

There will be no minimum starting bid on the property that is part of this sale. Bidding is open to the public without regard to race, color, sex, or national origin.

AGENCY DISCLOSURE: AUCTIONEERS, CHUCK CRYDERMAN & ASSOCIATES, ACT AS EXCLUSIVE AGENTS FOR THE SELLERS. The duties that a Seller's Agent 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 the identities of all Buyers and all information about the willingness of those Buyers to complete the sale or to offer a higher price.

Any announcements made by the Auctioneers will take precedence over prior printed and oral statements and other printed materials. **The property is being sold "AS IS/WHERE IS" with no warranties express or implied as to the condition of the buildings or land, including any environmental concerns and lead-based paint concerns, which Purchaser agrees to waive any and all inspections. The Auctioneers, Realtors and Sellers will assume that the Buyer is relying on his or her own judgment and information regarding any of these properties.** At the conclusion of bidding, the successful Bidder must sign a Purchase Agreement, stating the bid price and terms of the sale. Taxes, as applicable, will be prorated to the day of closing, as if paid in advance.

The successful Bidder must deposit with the Auctioneers 10% of their Contract Price in the form of personal check, cashiers check or cash on the day of the sale. This is a NON-REFUNDABLE deposit and will be forfeited by the Purchaser should the Purchaser choose not to proceed with the closing after acceptance by the Seller of the bid price and terms. The deposit will be applied to the purchase price at the time of closing. All bids are subject to the approval of the Sellers within forty-eight (48) hours.

The Sellers will supply an Owner's Policy of Title Insurance with standard exceptions, to the successful Purchaser, Deeds will be provided. The closing will take place within thirty (30) days of the Auction Date or as soon as possible with the understanding that "Time is of the Essence." Closing packages should be available approximately two (2) days prior to closing for review by the Purchaser and/or their Attorney. Closings will take place at the offices of Chuck Cryderman & Associates, L.L.C. Huron Title Co. or another designated location. Closings held for Purchasers at Title Company office are at the expense of the Purchaser. Possession of the properties will be upon completion of the 2018 crop year. House at 3726 Orchard Road will be available after the Closing.

The Sellers reserve the right to review any and all bids, to compare offers submitted with appraisals and/or market evaluations, waive irregularities and/or informalities and accept, reject or counter any or all bids as deemed in the best interest of the Sellers at their sole discretion.

NOTICE: THERE IS A 7% BUYER'S FEE TO BE ADDED TO THE BID PRICE FOR THIS PROPERTY. IMPORTANT NOTICE: THIS SALE IS NOT SUBJECT TO THE PURCHASER OBTAINING A MORTGAGE. ALL FINANCES MUST BE IN ORDER AND PURCHASER PREPARED TO CLOSE THIRTY (30) DAYS FOLLOWING THE DATE OF THE AUCTION. AUCTIONEERS AND REALTORS ACT AS EXCLUSIVE AGENTS FOR THE SELLERS.

Dated: _____ Phone Number: _____

Bidder: _____ Address: _____

PURCHASE AGREEMENT

1. AGREEMENT TO SELL: The undersigned Purchaser hereby agrees to purchase and the Seller agrees to sell the following land situated in the Township of Elk, Sanilac County, Michigan, described as follows:

together with all improvements and appurtenances, if any, now on the premises, and to pay therefore the sum of _____
----(\$ _____)----DOLLARS, subject to existing building and use restrictions, easements, and zoning ordinances upon the following conditions:

- a) **CASH SALE.** Delivery of the usual Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.
 - b) **EARNEST MONEY DEPOSIT** _____
--(\$ _____)---dollars, which shall be held by Chuck Cryderman and Associates, L.L.C., or it's designated agent (including, if applicable the title company) and held under P.A. 299 of 1980, as amended, and applied to the Purchase Price when the sale is consummated.
 - c) The total Contract Purchase Price set forth above is, by agreement and as disclosed prior to commencement of the Auction is seven per cent (7%) higher than the amount Bid by the Purchaser to reflect a "Buyer's Premium" for the property. Purchaser acknowledges that the payment of the "Buyer's Premium" does not constitute Chuck Cryderman & Associates, L.L.C., or any other affiliates as agent for the Purchaser.
 - d) Purchaser and Seller acknowledge and agree that this Agreement is **NOT CONTINGENT** upon Purchaser's ability to obtain financing and is **NOT CONTINGENT** on post-auction inspections.
2. **CONDITION OF PROPERTY:** Purchaser acknowledges that he is purchasing this property in an AS-IS condition. Purchaser acknowledges he has had the opportunity to inspect the property; had the opportunity to have additional inspections of the property (FHA, VA, Inspection Service or municipal inspections); that neither Seller, Chuck Cryderman & Associates, L.L.C., or any other affiliates nor their salespeople have made any representations or warranties of any kind concerning the Property, upon which the Purchaser has relied, except as set forth in this Agreement. Purchaser acknowledges that the information or descriptions contained in any advertising medium is not warranted or guaranteed and that Purchaser has not relied on any of this information or description in making this agreement.
 3. **POSSESSION:** The Seller shall deliver and the Purchaser shall accept possession of said property upon completion of the 2018 Crop Year.
 4. **TITLE INSURANCE/DEFAULT:** As evidence of title, Seller agrees to furnish Purchaser as soon as possible a commitment for Title Insurance in an amount not less than the purchase price and guaranteeing the title in the condition required for performance of this order. In the event of default by the Purchaser hereunder, the

Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages. If this offer is accepted by Seller and if title can be conveyed in the condition required hereunder, the Purchaser agrees to complete the sale on/or before the date agreed. In the event of default by the Seller hereunder, the Purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund deposit in full termination of this agreement if unable to remedy the title or obtain title insurance. If the Seller remedies the title or shall obtain such title policy within the time specified, the Purchaser agrees to complete the sale within the period as agreed. If the Seller is unable to remedy the title or obtain title insurance within the time specified the deposit shall be refunded forthwith in full termination of this agreement.

5. TAXES/ASSESSMENTS; All taxes and assessments which have become a lien upon the land and are due and payable whether recorded or not recorded, at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with DUE DATE basis of the municipality or taxing unit in which the property is located. For purposes of the agreement all real property taxes are to be considered paid in advance.
6. AGENCY: It is understood by the parties to this agreement that Chuck Cryderman & Associates, L.L.C., and any affiliates are acting as Seller's Agent in accordance with the licensing laws of the State of Michigan.
7. CLOSING: The closing of this sale shall take place at the offices of Chuck Cryderman and Associates, L.L.C., Huron Title agency or at a place designated by Chuck Cryderman and Associates, L.L.C. The closing shall take place on/or before September 25, 2018.
8. PROPERTY MAINTENANCE: Until keys are surrendered, Seller shall continue the operation of all electric, gas, water and other utility services, if applicable, maintain any and all buildings, land and other property in the same condition as of the date on which Seller accepts this agreement.
9. GENERAL PROVISIONS:
 - a) It is understood that no promises have been made other than those that are in writing and signed by all parties involved (no verbal agreements will be binding.) The covenants and conditions herein shall bind and inure to the benefits of the executors, administrators, successors and assigns of the respective parties. If the parties herein be more than one or if they be of the feminine sex, or a corporation or other business entity, such words and pronouns and other relative words shall be read as if written in the plural, feminine, and neuter, respectively.
 - b) Seller and Purchaser acknowledge they have been advised to retain an attorney to pass upon the marketability of the title to the property and to

ascertain whether or not the provisions of this agreement have been strictly adhered to.

Purchaser and Seller acknowledge that Chuck Cryderman & Associates, L.L.C., any affiliate and Selling Broker may accept a fee other consideration for the placement of title insurance, mortgage, hazard or other casualty insurance and/or home warranty arising from this transaction and expressly consent thereto as such fees are allowed by law.

c) The parties acknowledge and agree that facsimile signatures are legally enforceable and binding.

10. We hereby acknowledge that this offer constitutes the entire agreement between the parties.

Dated: August 25, 2018

PURCHASER:

BROKER'S ACKNOWLEDGEMENT OF DEPOSIT

Received from the above named Purchaser the deposit money as mentioned above to be applied as mentioned above.

CHUCK CRYDERMAN AND ASSOCIATES, L.L.C., BROKER

by: _____

The foregoing offer is accepted by Seller in accordance with the terms as stated above and by execution of this agreement Seller acknowledges receipt of a copy of this agreement.

Dated: _____, 2018

SELLER:

The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Agreement to Purchase.

Dated: _____, 2018

PURCHASER:

ELK

T.10N.-R.14E.

500E

1500W

1200W

800W

SEE PAGE 40

0

3000S

SEE PAGE 38

3500S

43° 19'

4000S

SEE PAGE 30

43° 18'

4500S

SEE PAGE 30

43° 17'

5000S

43° 16'

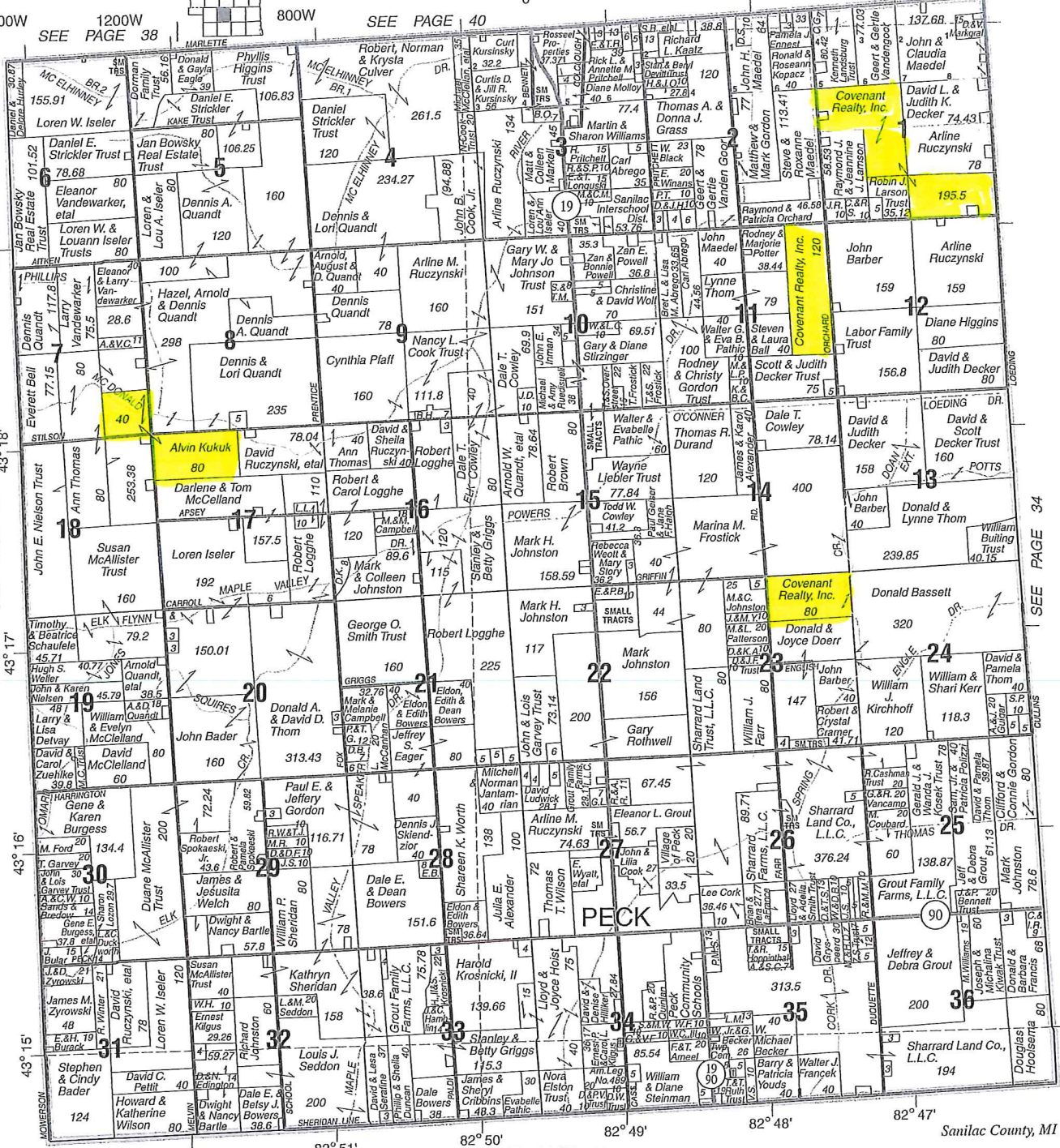
5500S

43° 15'

6000S

43° 15'

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1500W 1200W 800W 400W 0 500E 1000E



SEE PAGE 20

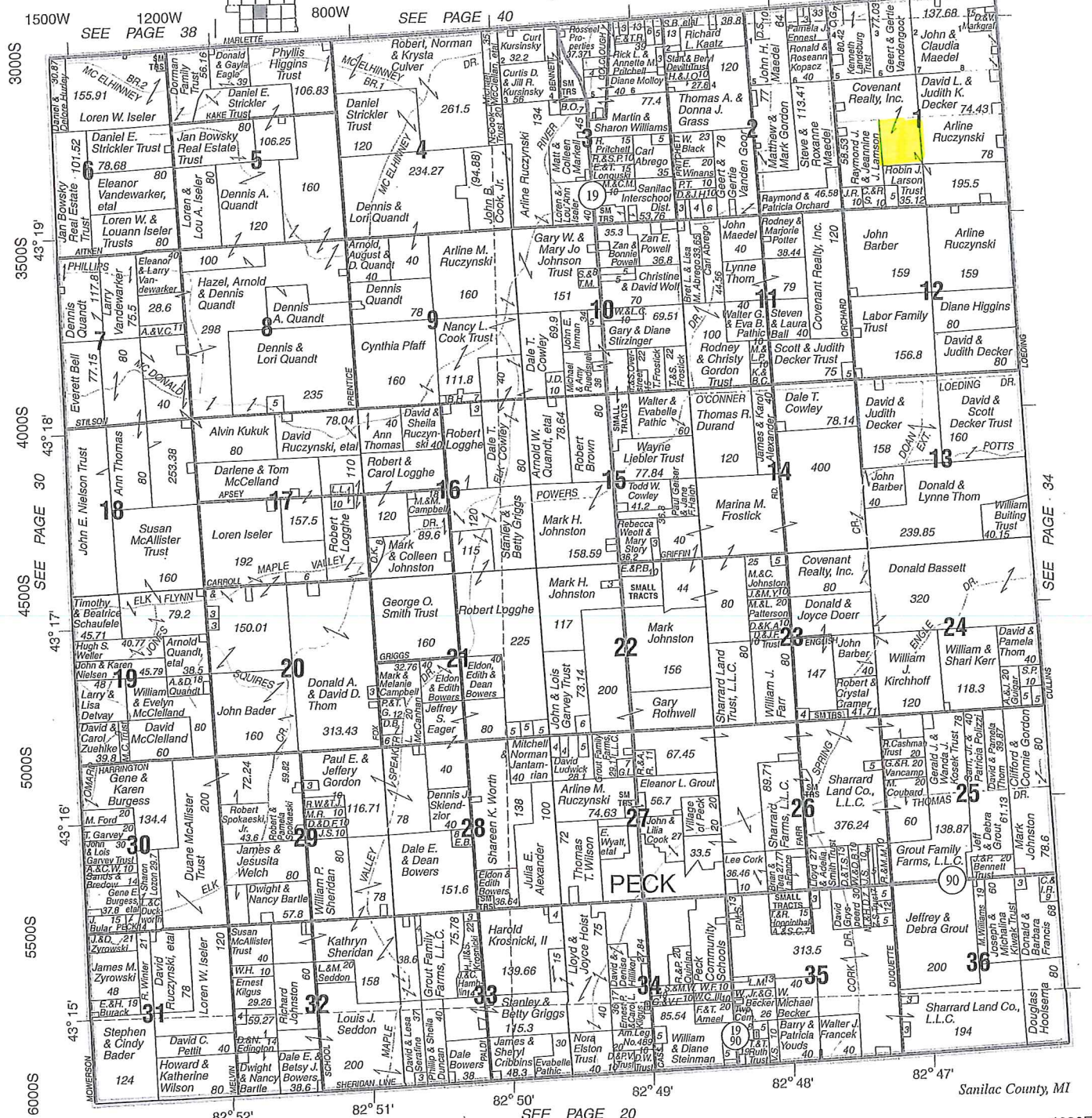
Sanilac County, MI

Parcel # 1

ELK

T.10N.-R.14E.

500E 1000E



PARCEL # 1

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1,
TOWN 10 NORTH, RANGE 14 EAST. ELK TOWNSHIP, SANILAC COUNTY, MI.

Parcel I.D. # 76-070-001-400-010-03

Vacant Land to be accessed (if sold separately) by the West 30 feet of Parcel 3; the South
½ of the Southeast quarter of Section 1, Town 10 North, Rang 14 East, Elk Township,
Sanilac County, MI.

2018 SEV: \$114,000.00

2017 Summer Tax: \$ 212.91

2017 Winter Tax: \$279.81 (includes an Elk Creek Drain special in the amount of \$2.81)

39.42 tillable acres - Tiled

Base Acreage; Corn: 11.6 Soybeans: 18.6 Total Base Acres: 30.2

PLC Yield; Corn: 102 Soybeans: 37

Approximately 1320 x 1320 Near Orchard and Aitken Roads, access to be North off
Aitken Road, approx. ½ mile East of Orchard Road.

Peck School District



- Common Land Unit**
- Common Land Unit
 - CRP
 - Tract Boundary

- Wetland Determination Identifiers**
- Restricted Use
 - ▼ Limited Restrictions
 - Exempt from Conservation Compliance Provisions

This box is applicable ONLY for certification maps. Options only valid if checked.

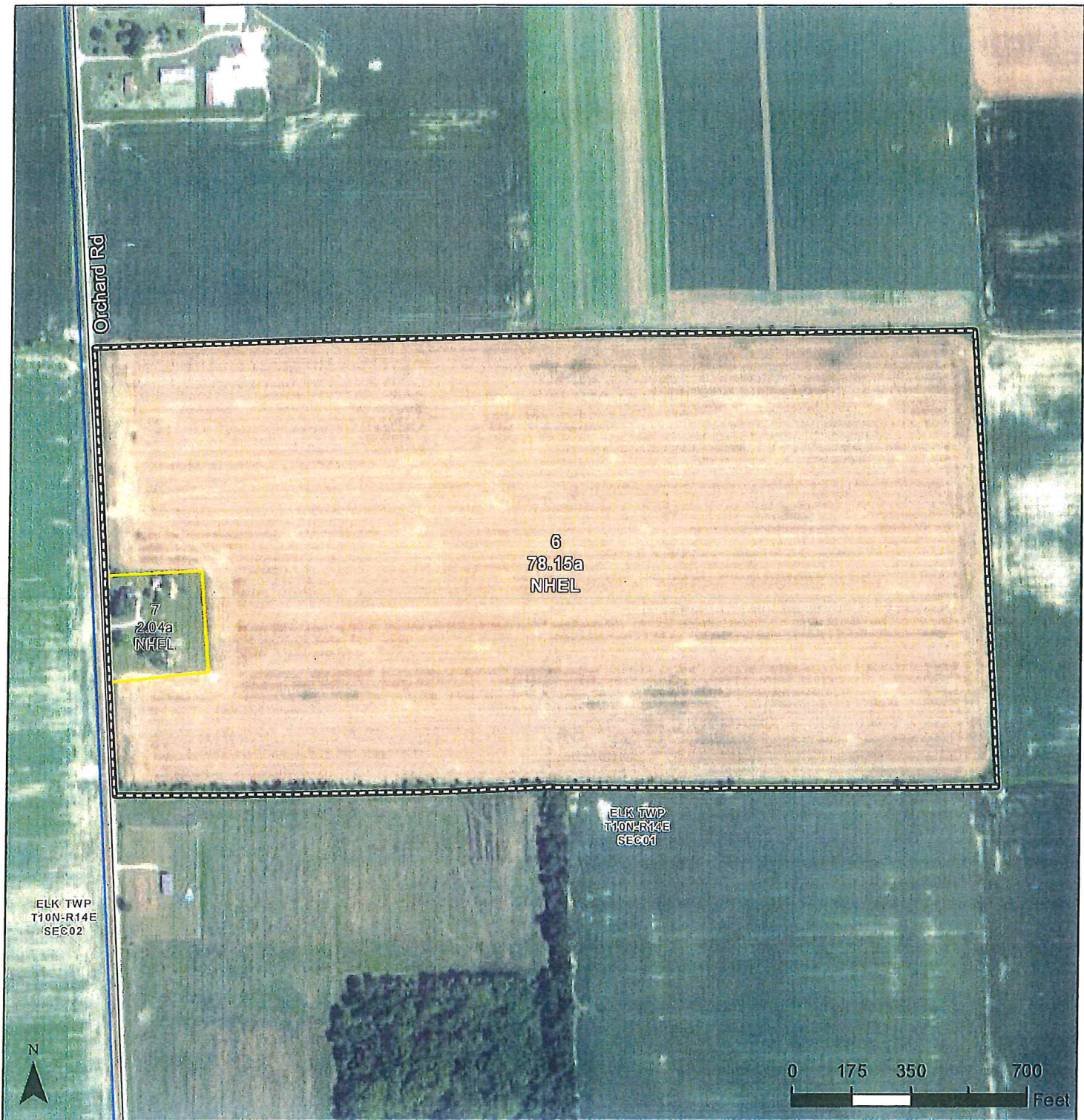
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<input type="checkbox"/> CORN - YEL/GR	<input type="checkbox"/> WHEAT - GR (SRW or SWW)
<input type="checkbox"/> SOYS - COM/GR	<input type="checkbox"/> ALFALFA - FG or GZ
<input type="checkbox"/> DRY BEANS - DE	<input type="checkbox"/> MIXFG - FG or GZ

2018 Program Year
 CLU Date: March 14, 2018
 2016 NAIP Imagery

Farm 17158
Tract 14465

Cropland CLU's contain white text with a thin black outline;
 Non-Cropland CLU's contain black text with a thin white outline.

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- Common Land Unit**
- Common Land Unit
 - CRP
 - Tract Boundary
- Wetland Determination Identifiers**
- Restricted Use
 - ▼ Limited Restrictions
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<input type="checkbox"/> Shares - 100% OP	<input type="checkbox"/> All Crops - NI
<input type="checkbox"/> CORN - YEL/GR	<input type="checkbox"/> WHEAT - GR (SRW or SWW)
<input type="checkbox"/> SOYS - COM/GR	<input type="checkbox"/> ALFALFA - FG or GZ
<input type="checkbox"/> DRY BEANS - DE	<input type="checkbox"/> MIXFG - FG or GZ

2018 Program Year
 CLU Date: March 14, 2018
 2016 NAIP Imagery

Farm 17158
Tract 3499

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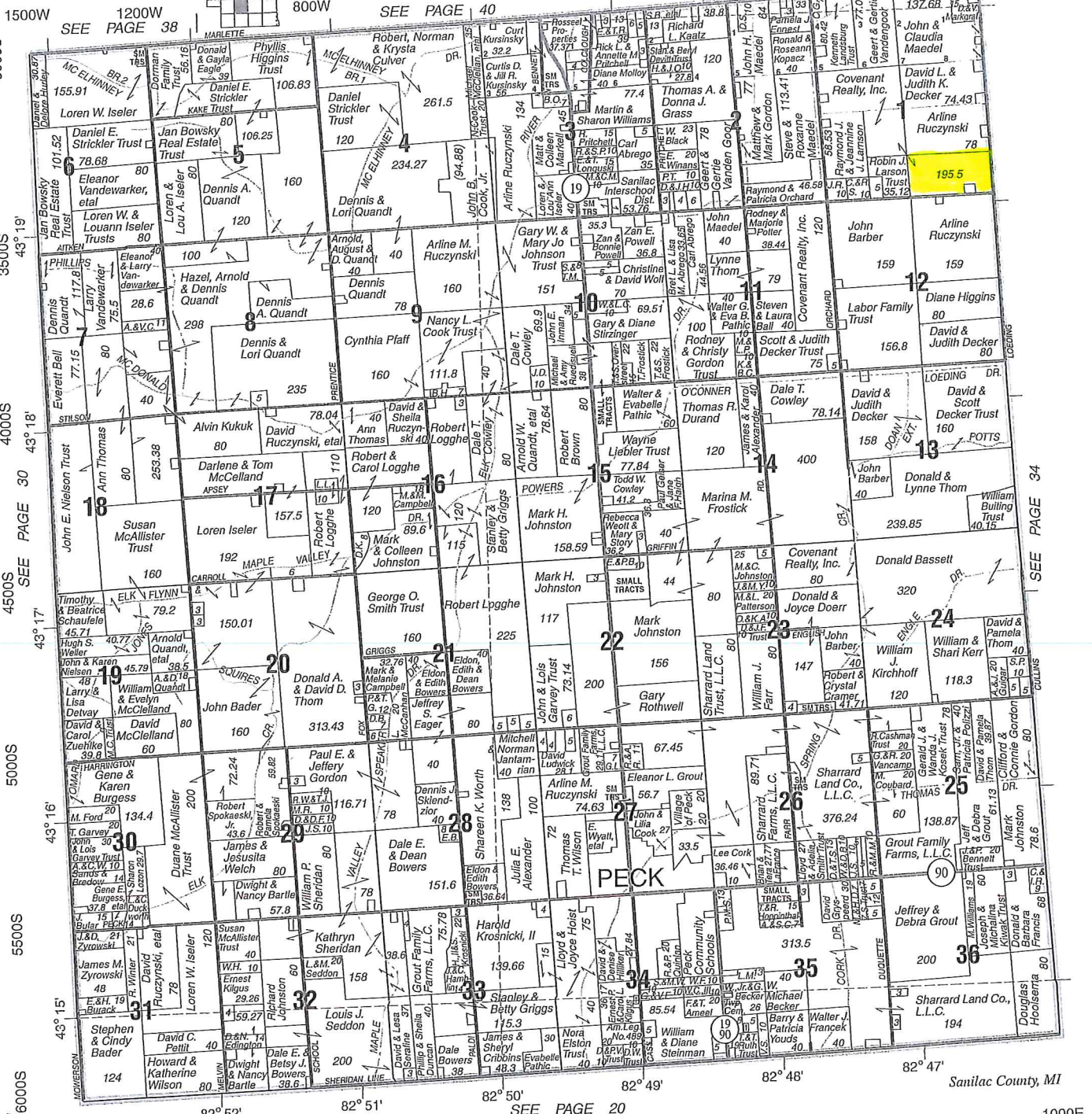
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ELK

T.10N.-R.14E.

Amcor #3

500E 1000E



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1500W 1200W 800W 400W 0 500E 1000E

SEE PAGE 20

Samlac County, MI

PARCEL # 3

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 1, TOWN 10 NORTH, RANGE 14 EAST, **EXCEPT** COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWN 10 NORTH, RANGE 14 EAST, THENCE SOUTH 89 DEGREES 30 MINUTES WEST 620.98 FEET ALONG THE SOUTH SECTION LINE TO THE POINT OF THIS EXCEPTION, THENCE SOUTH 89 DEGREES 30 MINUTES WEST 441.02 FEET ALONG THE SOUTH SECTION LINE, THENCE NORTH 0 DEGREES 30 MINUTES WEST 257.0 FEET, THENCE NORTH 89 DEGREES 30 MINUTES EAST 441.02 FEET, THENCE SOUTH 0 DEGREES 30 MINUTES EAST 257.0 FEET TO THE POINT OF BEGINNING. ELK TOWNSHIP, SANILAC COUNTY, MI.

Parcel I.D. # 76-070-001-400-010-02

Vacant Land approximately 2198 feet of frontage on Aitken Road and 1320 feet of frontage on Loeding Road.

2018 SEV: \$205,184.00

2017 Summer Tax: \$ 873.24

2017 Winter Tax: \$ 1,141.67 (includes an Elk Creek Drain Special in the amount of \$5.45)

75.42 tillable acres - Tiled

Base Acreage; Wheat: 20.8 Corn: 23.7 Soybeans: 21.0 Total Base Acres: 65.5
PLC Yield; Wheat: 50 Corn: 100 Soybeans: 37

Approximately 1320 on Loeding Road x 2640 minus 441.02 feet for excepted parcel or approx. 2198.98 feet of frontage total on Aitken Road.

Peck School District

Parcel covered by Farmland Development Rights Agreement



- Common Land Unit**
- Common Land Unit
 - CRP
 - Tract Boundary
- Wetland Determination Identifiers**
- Restricted Use
 - ▼ Limited Restrictions
 - Exempt from Conservation Compliance Provisions

Cropland CLU's contain white text with a thin black outline;
 Non-Cropland CLU's contain black text with a thin white outline.

This box is applicable ONLY for certification maps. Options only valid if checked.

<input type="checkbox"/> Shares - 100% OP	<input type="checkbox"/> All Crops - NI
<input type="checkbox"/> CORN - YEL/GR	<input type="checkbox"/> WHEAT - GR (SRW or SWW)
<input type="checkbox"/> SOYS - COM/GR	<input type="checkbox"/> ALFALFA - FG or GZ
<input type="checkbox"/> DRY BEANS - DE	<input type="checkbox"/> MIXFG - FG or GZ

2018 Program Year
 CLU Date: March 14, 2018
 2016 NAIP Imagery

Farm 17158
Tract 10508

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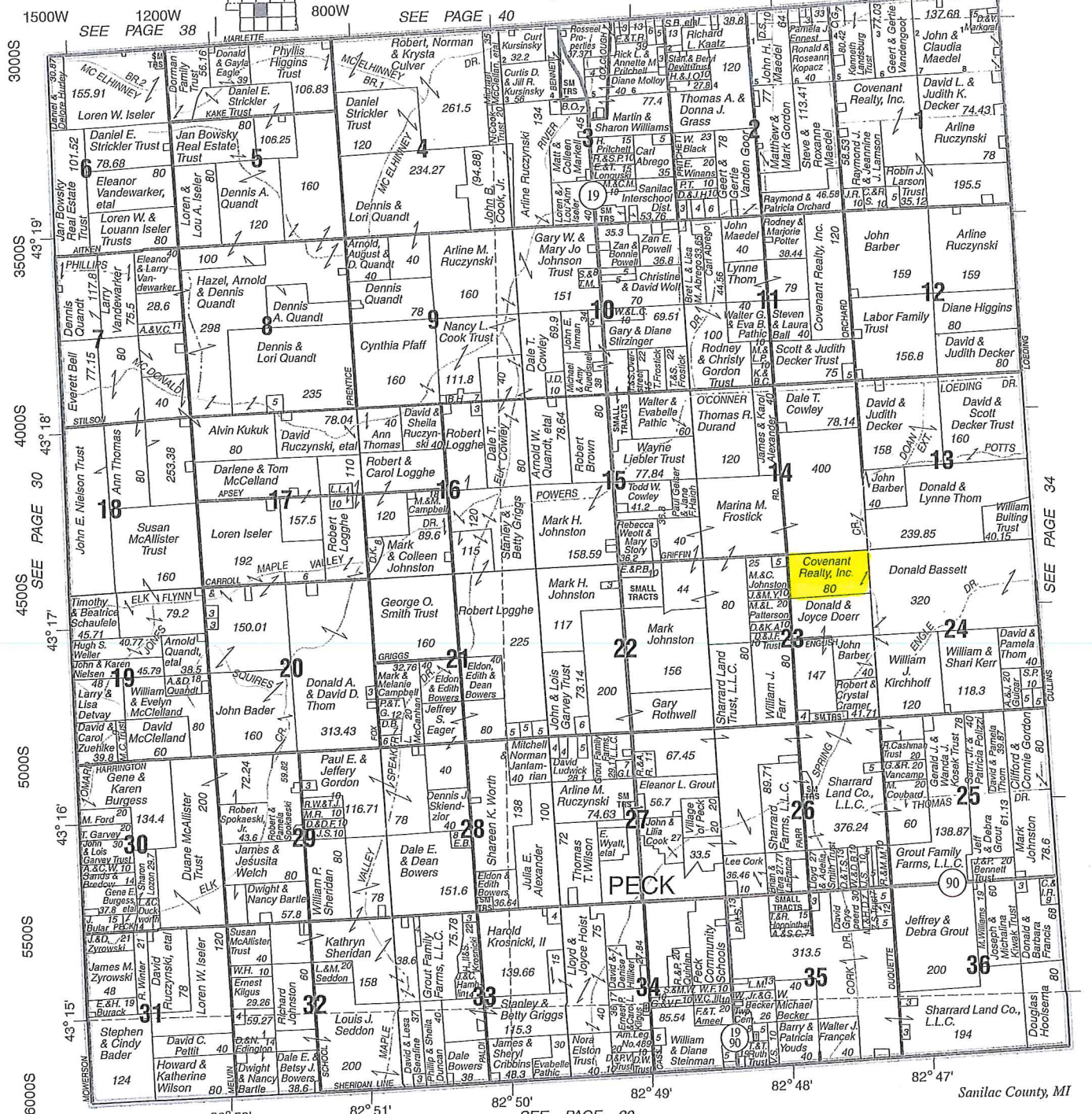
Parcel #4

ELK

T.10N.-R.14E.

500E 1000E

0



PARCEL # 4

THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWN 10
NORTH, RANGE 14 EAST. ELK TOWNSHIP, SANILAC COUNTY, MI.

Parcel I.D. # 76-070-023-100-010-00

Vacant Land approximately 1320 feet of frontage on Farr Road

2018 SEV: \$224,800.00

2017 Summer Tax: \$ 1,186.95

2017 Winter Tax: \$ 1,550.08 (includes an Elk Creek Drain Special in the amount of
\$5.63)

74.56 tillable acres - Tiled

Base Acreage; Wheat: 22.3 Corn: 25.4 Soybeans: 20.0 Total Base Acres: 67.7

PLC Yield; Wheat: 50 Corn: 100 Soybeans: 37

Approximately 1320 on Farr Road near intersection of Griffin Road.

Peck School District

Parcel covered by Farmland Development Rights Agreement



- | | |
|-------------------------|--|
| Common Land Unit | Wetland Determination Identifiers |
| Common Land Unit | Restricted Use |
| CRP | Limited Restrictions |
| Tract Boundary | Exempt from Conservation Compliance Provisions |

Cropland CLU's contain white text with a thin black outline;
Non-Cropland CLU's contain black text with a thin white outline.

This box is applicable **ONLY** for certification maps.
Options only valid if checked.

- | | |
|---|--|
| <input type="checkbox"/> Shares - 100% OP | <input type="checkbox"/> All Crops - NI |
| <input type="checkbox"/> CORN - YEL/GR | <input type="checkbox"/> WHEAT - GR (SRW or SWW) |
| <input type="checkbox"/> SOYS - COM/GR | <input type="checkbox"/> ALFALFA - FG or GZ |
| <input type="checkbox"/> DRY BEANS - DE | <input type="checkbox"/> MIXFG - FG or GZ |

2018 Program Year
CLU Date: March 14, 2018
2016 NAIP Imagery

Farm 17158
Tract 3530

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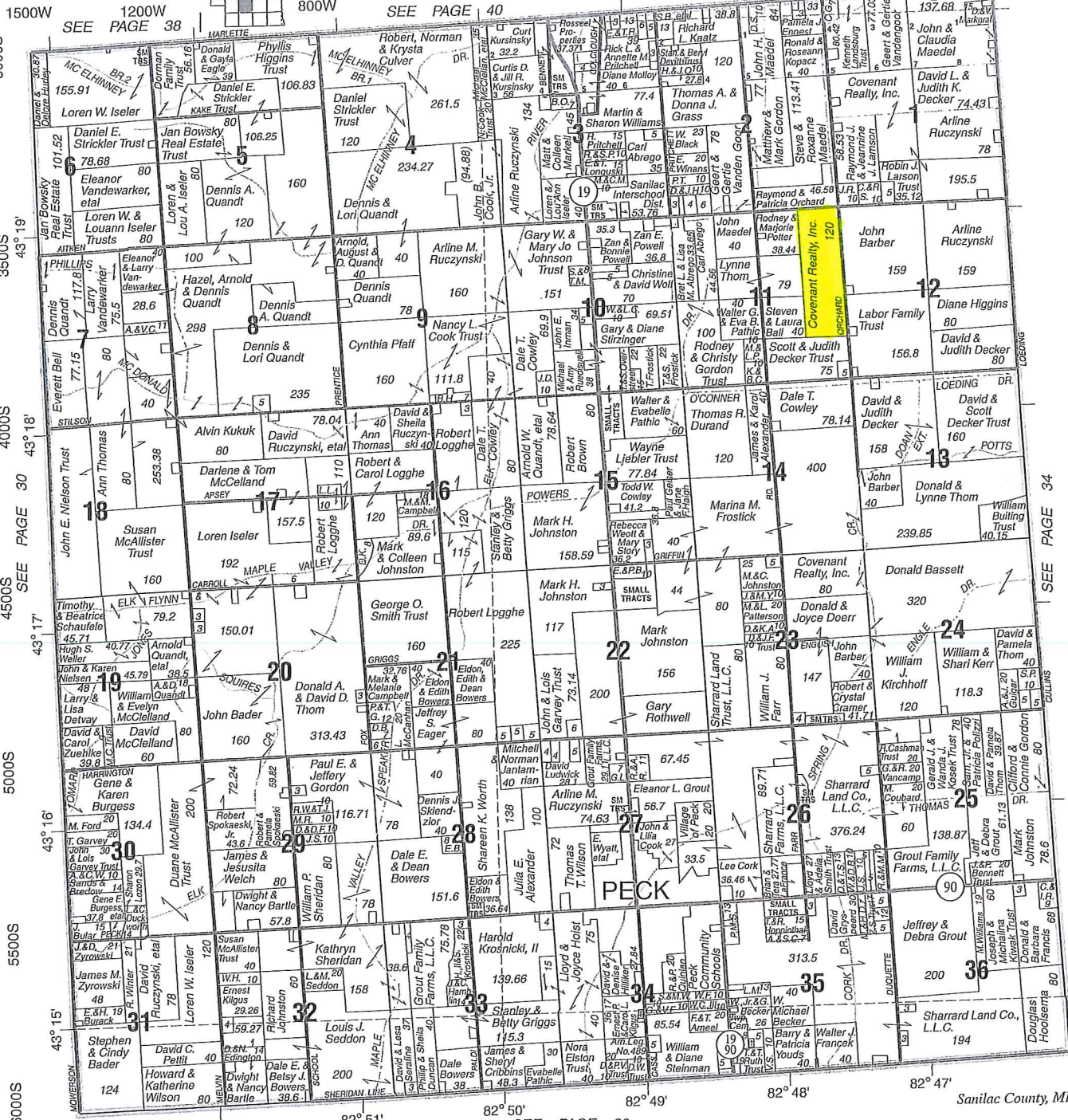
ELK

T.10N.-R.14E.

Area 5

500E 1000E

0



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1500W 1200W

SEE PAGE 20

800W

400W

500E

1000E

Sanilac County, MI



- | | |
|-------------------------|--|
| Common Land Unit | Wetland Determination Identifiers |
| Common Land Unit | Restricted Use |
| CRP | Limited Restrictions |
| Tract Boundary | Exempt from Conservation Compliance Provisions |

This box is applicable ONLY for certification maps. Options only valid if checked.

<input type="checkbox"/> Shares - 100% OP	<input type="checkbox"/> All Crops - NI
<input type="checkbox"/> CORN - YEL/GR	<input type="checkbox"/> WHEAT - GR (SRW or SWW)
<input type="checkbox"/> SOYS - COM/GR	<input type="checkbox"/> ALFALFA - FG or GZ
<input type="checkbox"/> DRY BEANS - DE	<input type="checkbox"/> MIXFG - FG or GZ

2018 Program Year
 CLU Date: March 14, 2018
 2016 NAIP Imagery

Farm 17158
Tract 3510

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PARCEL # 6

THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$, SECTION 7, TOWN 10 NORTH,
RANGE 14 EAST. ELK TOWNSHIP, SANILAC COUNTY, MI.

Parcel I.D. # 76-070-007-400-010-00

Fronting at the Northwest corner of Stillson and Melvin Roads, approximately 40 acres

2018 SEV: \$96,390.00

2017 Summer Tax: \$ 370.59

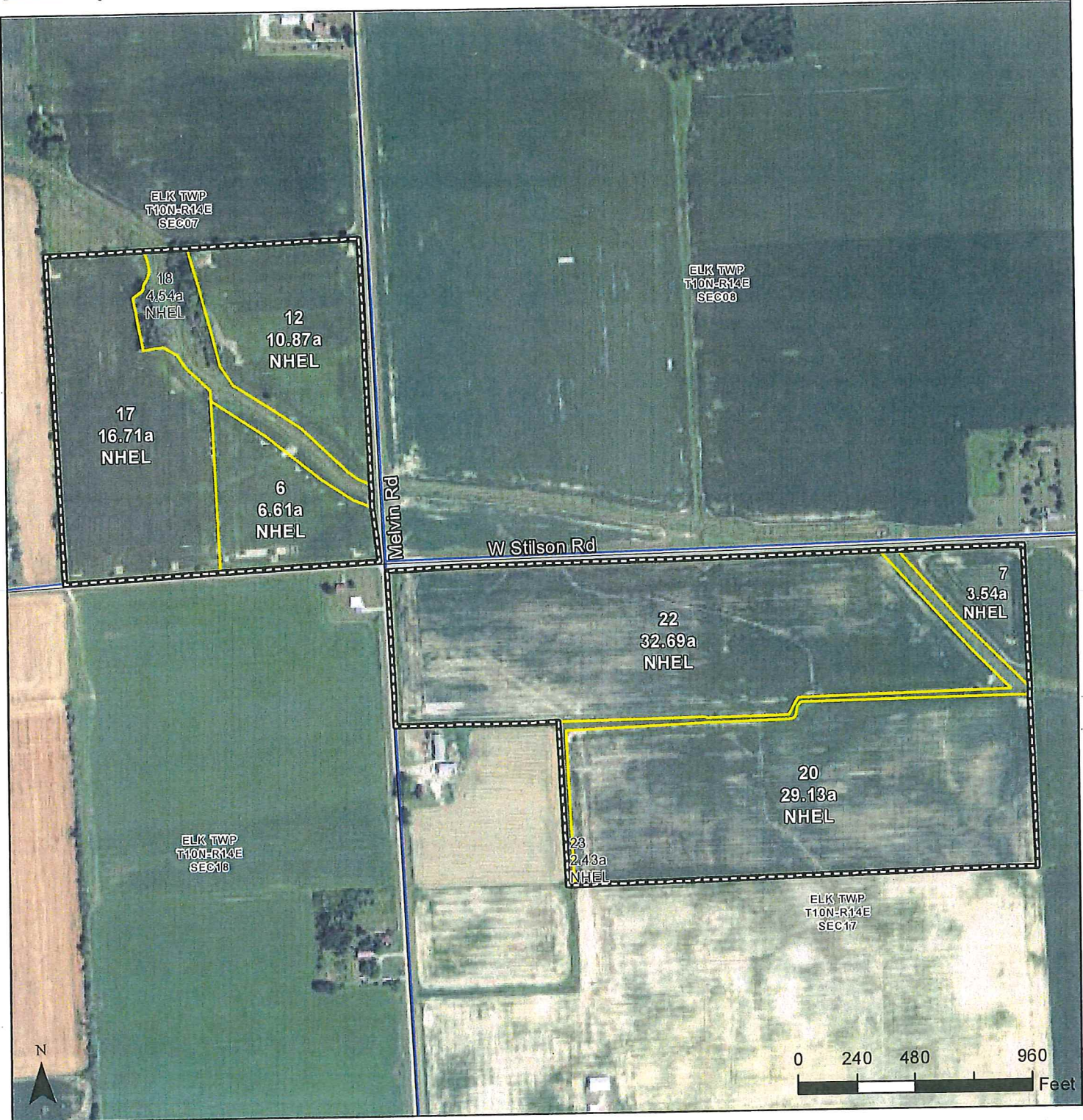
2017 Winter Tax: \$ 484.99 (includes an Elk Creek Drain Special in the amount of \$2.82)

34.19 tillable acres

Base Acreage (combined w/Parcel 7); Oats: 3.98 Corn: 68.65 Soybeans: 19.83

Approximately 1,320 feet frontage on Stillson Road; 1,320 feet frontage on Melvin Road

Peck School District



Common Land Unit Wetland Determination Identifiers

- Common Land Unit
- CRP
- Tract Boundary
- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Cropland CLU's contain white text with a thin black outline; Non-Cropland CLU's contain black text with a thin white outline.

This box is applicable ONLY for certification maps. Options only valid if checked.

<input type="checkbox"/> Shares - 100% OP	<input type="checkbox"/> All Crops - NI
<input type="checkbox"/> CORN - YEL/GR	<input type="checkbox"/> WHEAT - GR (SRW or SWW)
<input type="checkbox"/> SOYS - COM/GR	<input type="checkbox"/> ALFALFA - FG or GZ
<input type="checkbox"/> DRY BEANS - DE	<input type="checkbox"/> MIXFG - FG or GZ

2018 Program Year
 CLU Date: March 14, 2018
 2016 NAIP Imagery

Farm 19646
Tract 17940

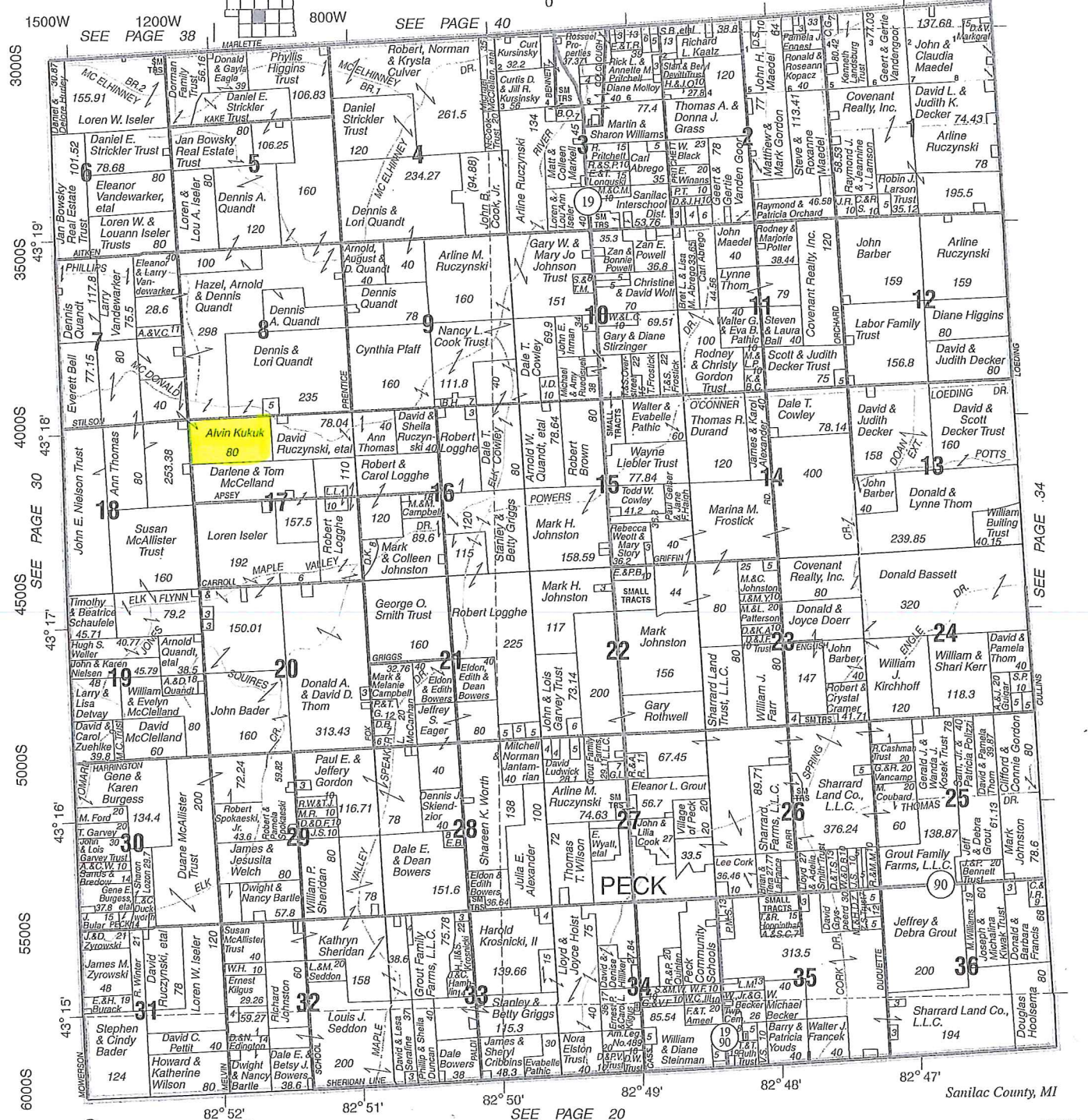
United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

Parcel # 7

ELK

T.10N.-R.14E.

500E 1000E



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SEE PAGE 20

500E 1000E

Sanilac County, MI

PARCEL # 7

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWN 10 NORTH, RANGE 14 EAST; EXCEPTING COMMENCING AT THE NORTHWEST CORNER OF SECTION 17, TOWN 10 NORTH, RANGE 14 EAST;; THENCE SOUTH 0 DEGREES 30 MINUTES EAST 648.00 FEET ALONG THE WEST SECTION LINE TO THE POINT OF BEGINNING; RUNNING THENCE SOUTH 89 DEGREES 00 MINUTES EAST 378.80 FEET; THENCE SOUTH 0 DEGREES 30 MINUTES EAST 345.00 FEET; THENCE NORTH 89 DEGREES 00 MINUTES WEST 378.80 FEET; THENCE NORTH 0 DEGREES 30 MINUTES WEST 345.00 FEET ALONG THE WEST SECTION LINE TO THE POINT OF BEGINNING. ELK TOWNSHIP, SANILAC COUNTY, MI.

Parcel I.D. # 76-070-017-200-010-00

Fronting at the Southeast corner of Stillson and Melvin Roads.

Contains approximately 77 acres

2018 SEV: \$205,086.00

2017 Summer Tax: \$ 1,059.62

2017 Winter Tax: \$ 1,384.18 (includes an Elk Creek Drain Special in the amount of \$5.41)

61.82 tillable acres

Base Acreage (combined w/Parcel 7); Oats: 3.98 Corn: 68.65 Soybeans: 19.83

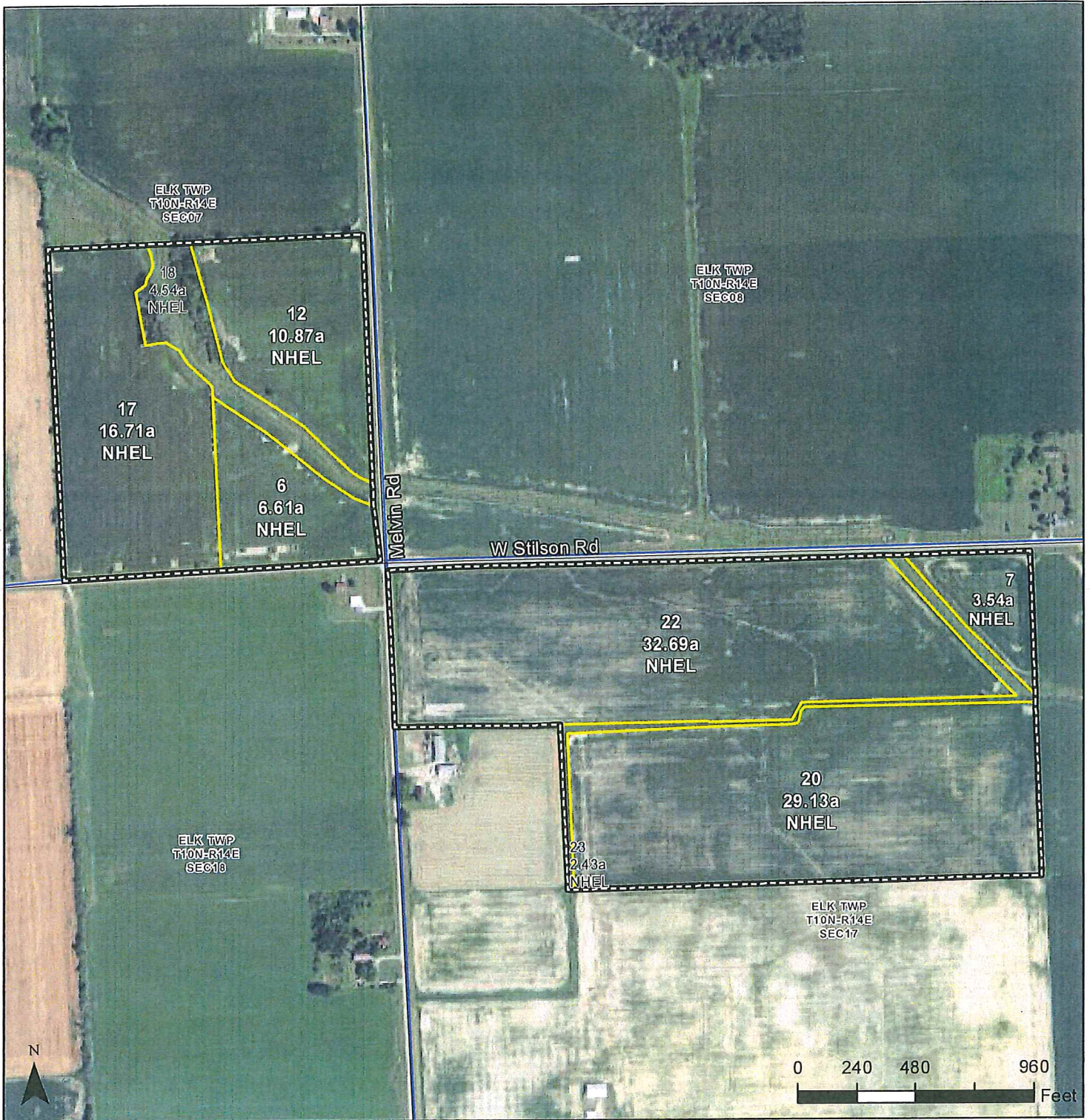
Approximately 2,640 feet frontage on Stillson Road; 975 feet frontage on Melvin Road

Peck School District



United States
Department of
Agriculture

Sanilac County, Michigan



Common Land Unit

- Common Land Unit
- CRP
- Tract Boundary

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Cropland CLU's contain white text with a thin black outline;
Non-Cropland CLU's contain black text with a thin white outline.

This box is applicable **ONLY** for certification maps.
Options only valid if checked.

- | | |
|---|--|
| <input type="checkbox"/> Shares - 100% OP | <input type="checkbox"/> All Crops - NI |
| <input type="checkbox"/> CORN - YEL/GR | <input type="checkbox"/> WHEAT - GR (SRW or SWW) |
| <input type="checkbox"/> SOYS - COM/GR | <input type="checkbox"/> ALFALFA - FG or GZ |
| <input type="checkbox"/> DRY BEANS - DE | <input type="checkbox"/> MIXFG - FG or GZ |

2018 Program Year

CLU Date: March 14, 2018
2016 NAIP Imagery

Farm 19646
Tract 17940

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LEGAL DESCRIPTION
EXHIBIT "A"

Land Situated in the State of Michigan, County of Sanilac, Township of Elk.

PARCEL 1: The Northeast quarter of the Southwest quarter of Section 1, Town 10 North, Range 14 East.

PARCEL 2: The South half of the Northwest quarter of Section 1, Town 10 North, Range 14 East, Except Commencing at the West quarter of said Section 1, thence North 0 degrees 46 minutes 35 seconds West 357.0 feet along the West Section line to the point of beginning. RUNNING THENCE North 0 degrees 46 minutes 35 seconds West 291.0 feet along the West Section line, thence South 88 degrees 46 minutes 35 seconds East 299.60 feet, thence South 0 degrees 46 minutes 35 seconds East 291.0 feet, thence North 88 degrees 46 minutes 35 seconds West 299.60 feet to the point of beginning.

PARCEL 3: The South half of the Southeast quarter of Section 1, Town 10 North, Range 14 East, EXCEPT commencing at the Southeast corner of Section 1, Town 10 North, Range 14 East, thence South 89 degrees 30 minutes West 620.98 feet along the South Section line to the point of this exception, thence South 89 degrees 30 minutes West 441.02 feet along the South Section line, thence North 0 degrees 30 minutes West 257.0 feet, thence North 89 degrees 30 minutes East 441.02 feet, thence South 0 degrees 30 minutes East 257.0 feet to the point of beginning.

PARCEL 4: The North half of the Northeast quarter of Section 23, Town 10 North, Range 14 East.

PARCEL 5: The East half of the Northeast quarter; and the Northeast quarter of the Southeast quarter of Section 11, Town 10 North, Range 14 East.

PARCEL 6: The Southeast quarter of the Southeast quarter of Section 7, Town 10 North, Range 14 East.

PARCEL 7: The North half of the Northwest quarter of Section 17, Town 10 North, Range 14 East; EXCEPTING commencing at the Northwest corner of Section 17, Town 10 North, Range 14 East, thence South 0 degrees 30 minutes East 648.00 feet along the West Section line to the point of beginning; RUNNING THENCE South 89 degrees 00 minutes East 378.80 feet, thence South 0 degrees 30 minutes East 345.00 feet, thence North 89 degrees 00 minutes West 378.80 feet, thence North 0 degrees 30 minutes West 345.00 feet along the West Section line to the point of beginning.

**SCHEDULE B - SECTION I
REQUIREMENTS**

The following requirements must be met

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy
- (c) Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.

SPECIFIC REQUIREMENTS

1. **RECORD DEATH CERTIFICATE FOR ALVIN H KUKUK.**
2. **A copy of the Resolution of the Board of Directors of COVENANT REALTY, INC., authorizing the sale of the subject property to Proposed Insured, and directing the proper officers to execute the proposed conveyance on behalf of the corporation, must be furnished to the Company.**
3. **Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.**
4. **NOTE: The policy to be issued does not insure against unpaid water, sewer, electric or gas charges, if any, that have not been levied as taxes against these lands. (Meter readings should be obtained and adjusted between appropriate parties.)**
5. **NOTE: In the event that the Commitment Jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection at any Company office.**
6. **Note for Information: If, per Public Act 201 of 2010, the land to be insured is defined as "Commercial Real Estate" and the proposed transaction is or will be the subject of a written commission agreement running in favor of a commercial real estate broker, the Company shall be immediately notified and this Commitment will be revised and made subject to such further requirements and exceptions as deemed necessary.**
7. **Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.**

You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions relating to the interest or the loan.

END OF SCHEDULE B - SECTION I

**SCHEDULE B - SECTION II
EXCEPTIONS**

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

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping improvements.
2. Any facts, rights, interest or claims which are not shown by the public record but which could have been ascertained by any accurate survey of the land or by making inquiry of person in possession thereof
3. Easements, liens or encumbrances or claims thereof, which are not shown by the public record
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the public record.
5. All assessments and taxes due in 2018, and thereafter.
6. Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq. or any similar state laws.
7. Rights of tenants under unrecorded leases and any and all parties claiming by, through and thereunder.
8. Rights of others in and to the use of the drain located over, across, in or under the Land, and the rights to enter the Land to maintain the same.
9. Rights of the public and any governmental unit in any part thereof, taken, used or deeded, for street, road or highway purposes. (as to Parcels 2-7)
10. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
11. Any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109 (3) of the Subdivision Control Act of 1967, as amended.
12. Taxes and assessments which become due and payable or which become a lien against the property subsequent to the interest insured and deferred and/or installment payments of said taxes and assessments. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.

Parcel 1:

13. Oil and Gas Lease executed by Covenant Realty, Inc., a Michigan Corporation to Western Land Services, Inc. dated August 24, 2011 and recorded April 11, 2012 in Liber 115 of Miscellaneous Records, page 268, Sanilac County Records, for a primary term of (5) five years.
14. Detroit Edison Overhead Easement (Right of Way) to the Detroit Edison Company, a Michigan corporation as more fully set forth in instrument recorded October 21, 2008 in Liber 1048, page 494, Sanilac County Records.

15. Reference to the County Maps and the recorded chain of title does not disclose any recorded easement for ingress and egress to an established street or highway in favor of the above described land.
16. 2017 Summer Taxes in the amount of \$ 212.91 PAID.
17. 2017 Winter Taxes in the amount of \$ 279.81 PAID. (includes a Elk Creek Drain special in the amount of \$ 2.81.)
18. Tax ID Number 76-070-001-400-010-03 (for reference only)

Parcel 2:

19. Terms and conditions of a certain Farmland Development Rights Agreement dated April 27, 2009 and recorded May 11, 2009, in Liber 1066, page 119, St. Clair County Records.
20. Any tax and/or special assessment due or that may become due which constitutes a lien upon the subject property as result of any terminations of the Agreement as noted on above exception.
21. Oil and Gas Lease executed by Dennis W McAllister and Constance A McAllister, husband and wife to C.E. Beck dated January 28, 1988 and recorded February 22, 1988 in Liber 100 of Miscellaneous Records, page 575, Sanilac County Records, for a primary term of ten (10) years.
22. Oil and Gas Lease executed by Covenant Realty, Inc., a Michigan Corporation to Western Land Services, Inc. dated August 24, 2011 and recorded April 11, 2012 in Liber 115 of Miscellaneous Records, page 268, Sanilac County Records, for a primary term of (5) five years.
23. Release of Right of Way to Drain Commissioner of the County of Sanilac as more fully set forth in instrument recorded August 19, 2002 in Liber 592 of Deeds, page 317, Sanilac County Records.
24. Release of Right of Way to Drain Commissioner of the County of Sanilac as more fully set forth in instrument recorded February 19, 2004 in Liber 610 of Deeds, page 125, Sanilac County Records.
25. 2017 Summer Taxes in the amount of \$ 925.52 PAID.
26. 2017 Winter Taxes in the amount of \$ 1,524.01 PAID. (includes a Elk & Buel Drain special in the amount of \$ 311.20 and Elk Creek Drain special in the amount of \$ 5.48.)
27. Tax ID Number 76-070-001-200-010-00 (for reference only)

Parcel 3:

28. Terms and conditions of a certain Farmland Development Rights Agreement dated September 9, 2016 and recorded October 27, 2016, in Liber 1318, page 1, Sanilac County Records.
29. Any tax and/or special assessment due or that may become due which constitutes a lien upon the subject property as result of any terminations of the Agreement as noted on above exception.
30. Oil and Gas Lease executed by Marvin O Fetting and Mary Jean Fetting, husband and wife to Mid America Oil & Gas Corp. dated July 28, 1980 and recorded February 17, 1981 in Liber 87 of Miscellaneous Records, page 136, Sanilac County Records, for a primary term of six (6) years.
31. Oil and Gas Lease executed by Covenant Realty, Inc., a Michigan Corporation to Western Land Services, Inc. dated August 24, 2011 and recorded April 11, 2012 in Liber 115 of Miscellaneous Records, page 268, Sanilac County Records, for a primary term of (5) five years.

32. 2017 Summer Taxes in the amount of \$ 873.24 PAID.
33. 2017 Winter Taxes in the amount of \$ 1,141.67 PAID. (includes a Elk Creek Drain special in the amount of \$ 5.45.)
34. Tax ID Number 76-070-001-400-010-02 (for reference only)

Parcel 4:

35. Terms and conditions of a certain Farmland Development Rights Agreement dated April 27, 2009 and recorded May 11, 2009, in Liber 1066, page 117, Sanilac County Records.
36. Any tax and/or special assessment due or that may become due which constitutes a lien upon the subject property as result of any terminations of the Agreement as noted on above exception.
37. Release of Right of Way to County Drain Commissioner of the County of Sanilac as more fully set forth in instrument recorded May 2, 2003 in Liber 600 of Deeds, page 669, Sanilac County Records.
38. Right of Way to Potts & Branch Drain as more fully set forth in instrument recorded March 2, 1999 in Liber 547 of Deeds, page 468, Sanilac County Records.
39. Oil and Gas Lease executed by Covenant Realty, Inc., a Michigan Corporation to Western Land Services, Inc. dated August 24, 2011 and recorded April 11, 2012 in Liber 115 of Miscellaneous Records, page 268, Sanilac County Records, for a primary term of (5) five years.
40. 2017 Summer Taxes in the amount of \$ 1,186.95 PAID.
41. 2017 Winter Taxes in the amount of \$ 1,550.08 PAID. (includes a Elk Creek Drain special in the amount of \$ 5.63.)
42. Tax ID Number 76-070-023-100-010-00 (for reference only)

Parcel 5:

43. Terms and conditions of a certain Farmland Development Rights Agreement dated April 27, 2009 and recorded May 11, 2009, in Liber 1066, page 121, Sanilac County Records.
44. Any tax and/or special assessment due or that may become due which constitutes a lien upon the subject property as result of any terminations of the Agreement as noted on above exception.
45. Oil and Gas Lease executed by Dennis M Barber and Diane M Barber, husband and wife to Mid America Oil & Gas Corp. dated July 15, 1980 and recorded February 17, 1981 in Liber 87 of Miscellaneous Records, page 248, Sanilac County Records, for a primary term of six (6) years.
46. Oil and Gas Lease executed by Covenant Realty, Inc., a Michigan Corporation to Western Land Services, Inc. dated August 24, 2011 and recorded April 11, 2012 in Liber 115 of Miscellaneous Records, page 268, Sanilac County Records, for a primary term of (5) five years.
47. 2017 Summer Taxes in the amount of \$ 2,413.33 PAID.
48. 2017 Winter Taxes in the amount of \$ 3,148.60 PAID. (includes a Elk Creek Drain special in the amount of \$ 8.43.)
49. Tax ID Number 76-070-011-100-010-00 (for reference only)

Parcel 6:

50. Oil and Gas Lease executed by Doris Faye Frank, a widow to C.E. Beck dated May 9, 1988 and recorded June 27, 1988 in Liber 100 of Miscellaneous Records, page 722, Sanilac County Records, for a primary term of ten (10) years.
51. Right of Way to McDonald Drain as more fully set forth in instrument recorded May 25, 1999 in Liber 550 of Deeds, page 737, Sanilac County Records.
52. Highway Easement Release with restrictions that no billboards, sign boards of advertising devices other than those advertising articles produced or sold on the premises shall be erected, permitted or maintained in or upon subject property consent of removal of trees, shrubs and other vegetation, as more fully set forth in Liber 385 of Deeds, page 575, Sanilac County Records.
53. Oil and Gas Lease executed by Alvin Kukuk a/k/a Alvin H Kukuk and Anne C Kukuk, husband and wife to Western Land Services, Inc. dated August 24, 2011 and recorded April 10, 2012 in Liber 115 of Miscellaneous Records, page 167, Sanilac County Records, for a primary term of (5) five years.
54. 2017 Summer Taxes in the amount of \$ 370.59 PAID.
55. 2017 Winter Taxes in the amount of \$ 484.99 PAID. (includes a Elk Creek Drain special in the amount of \$ 2.82.)
56. Tax ID Number 76-070-007-400-010-00 (for reference only)

Parcel 7:

57. Oil and Gas Lease executed by Doris Fave Frank, a widow to C.E. Beck dated May 9, 1988 and recorded June 27, 1988 in Liber 100 of Miscellaneous Records, page 722, Sanilac County Records, for a primary term of ten (10) years.
58. Exclusive Easement to Michigan Bell Telephone Company as more fully set forth in instrument recorded August 10, 1984 in Liber 438 of Deeds, page 88, Sanilac County Records.
59. Right of Way to McDonald Drain as more fully set forth in instrument recorded May 25, 1999 in Liber 550 of Deeds, page 713, Sanilac County Records.
60. Highway Easement Release with restrictions that no billboards, sign boards of advertising devices other than those advertising articles produced or sold on the premises shall be erected, permitted or maintained in or upon subject property consent of removal of trees, shrubs and other vegetation, as more fully set forth in Liber 385 of Deeds, page 575, Sanilac County Records.
61. Oil and Gas Lease executed by Alvin Kukuk a/k/a Alvin H Kukuk and Anne C Kukuk, husband and wife to Western Land Services, Inc. dated August 24, 2011 and recorded April 11, 2012 in Liber 115 of Miscellaneous Records, page 167, Sanilac County Records, for a primary term of (5) five years.
62. 2017 Summer Taxes in the amount of \$ 1,059.62 PAID.
63. 2017 Winter Taxes in the amount of \$ 1,384.18 PAID. (includes a Elk Creek Drain special in the amount of \$ 5.41.)
64. Tax ID Number 76-070-017-200-010-00 (for reference only)