Tillable & Recreational LAND AUCTION

Certified Organic Farm Shiawassee County - Bancroft, MI

Monday, May 8 • 6pm

INFORMATION BOOK



Offered in 5 Tracts or Combinations 2023 Growing Season Farming Rights
 Mostly Tillable & Recreational Land
 Possible Building Sites



800.451.2709 www.SchraderAuction.com

DISCLAIMER:

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence.

THIS PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE CONCERNING THE PROPERTY. Without limiting the foregoing, Owner and Auction Company and their respective agents and representatives, assume no liability for (and disclaim any and all promises, representations and warranties with respect to) the information and reports contained herein.

Seller: Iroquois Valley LLC



Real Estate and Auction Company, Inc.

SCHRADER REAL ESTATE & AUCTION CO., INC. 950 N. Liberty Dr., Columbia City, IN 46725 260-244-7606 or 800-451-2709 SchraderAuction.com

AUCTION TERMS & CONDITIONS:

PROCEDURE: The property will be offered in 6 individual tracts, any combination of tracts & as a total $238.5\pm$ acre unit. There will be open bidding on all tracts & combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations & the total property may compete.

DOWN PAYMENT: 10% down payment on the day of auction for individual tracts or combinations of tracts. The down payment may be made in the form of cashier's check, personal check, or corporate check. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, so be sure you have arranged financing, if needed, & are capable of paying cash at closing.

ACCEPTANCE OF BID PRICES: All successful bidders will be required to enter into Purchase Agreements at the auction site immediately following the close of the auction. All final bid prices are subject to the Sellers' acceptance or rejection.

EVIDENCE OF TITLE: Seller shall provide an owner's title insurance policy in the amount of the purchase price.

DEED: Property to be conveyed by Warranty Deed (subject to Permitted Exceptions).

PRIVATE ROAD DISCLOSURE: According to a 1996 Agreement, "Hoddy Ln" and "Prior Rd" are private rights-of-way to be maintained by the property owners. Shiawassee Co. Community Dev. advises that Hoddy Ln (on the east side of Tract 5) has been approved for the construction of a home. However, to construct a home on Prior Rd, the owner must pay for an upgrade to the county's private road specifications and obtain planning and zoning approval. **POSSESSION:** Possession is at closing (which will take place approximately 30 days after the auction) or immediate farming rights w/ an additional 5% paid day of auction.

REAL ESTATE TAXES: 2023 taxes will be paid by the buyer.

PROPERTY INSPECTION: Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries & due diligence concerning the property. Inspection dates have been scheduled & will be staffed w/ auction personnel. Further, Seller disclaims any & all responsibility for Bidder's safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

ACREAGE: All tract acreages, dimensions, & proposed boundaries are approximate & have been estimated based on current legal descriptions and/ or aerial photos.

SURVEY: The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller & successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option &

sufficient for providing title insurance. Combination purchases will receive a perimeter survey only.

AGENCY: Schrader Real Estate & Auction Company, Inc. & its representatives are exclusive agents of the Seller.

DISCLAIMER & ABSENCE OF WARRANTIES: All information contained in this brochure & all related materials are subject to the terms & conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, & no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches & dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, & due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction & increments of bidding are at the direction & discretion of the Auctioneer. The Seller & Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final. ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.

Schrader Real Estate & Auction Company, Inc. 800.451.2709 | MI Real Estate Broker Lic. #6505397356

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REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM MONDAY, MAY 8, 2023 238.5± ACRES – SHIAWASSEE COUNTY, MICHIGAN						
For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc., P.O. Box 508, Columbia City, IN, 46725, Email to <u>auctions@schraderauction.com</u> or fax to 260-244-4431, no later than Monday, May 1, 2023. Otherwise, registration available onsite prior to the auction.						
BIDDER INFORMATION	(FOR OFFICE USE ONLY)					
Name	Bidder #					
Address						
City/State/Zip						
Telephone: (Res) (Office)						
My Interest is in Tract or Tracts #						
BANKING INFORMATION						
Check to be drawn on: (Bank Name)						
City, State, Zip:						
Contact: Phone No:						
HOW DID YOU HEAR ABOUT THIS A	AUCTION?					
□ Brochure □ Newspaper □ Signs □ Internet □ Radi □ Other						
WOULD YOU LIKE TO BE NOTIFIED OF FUT	FURE AUCTIONS?					
🗆 Regular Mail 🗖 E-Mail 🛛 E-Mail address:						
□ Tillable □ Pasture □ Ranch □ Timber □ Recreati	8					
What states are you interested in?						
Note: If you will be bidding for a partnership, corporation or other entity, y with you to the auction which authorizes you to bid and sign a Purchase Ag						
I hereby agree to comply with terms of this sale including, but not limited to, premiums, and signing and performing in accordance with the contract if I an Real Estate and Auction Company, Inc. represents the Seller in this transaction	n the successful bidder. Schrader					
Signature: D	Date:					

Online Auction Bidder Registration 238.5± Acres • Shiawassee County, Michigan Monday, May 8, 2023

This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

My phone number is:

- 2. I have received the Real Estate Bidder's Package for the auction being held on Monday, May 8, 2023 at 6:00 PM. (EST)
- 3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
- 4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
- 5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
- 6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$______. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc. 950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725 Phone 260-244-7606; Fax 260-244-4431; email: auctions@schraderauction.com

For wire instructions please call 1-800-451-2709.

- 7. My bank routing number is ______ and bank account number is ______ (This for return of your deposit money). My bank name, address and phone number is:
- 8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.
- 9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Monday, May 1, 2023**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder:

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to: kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.

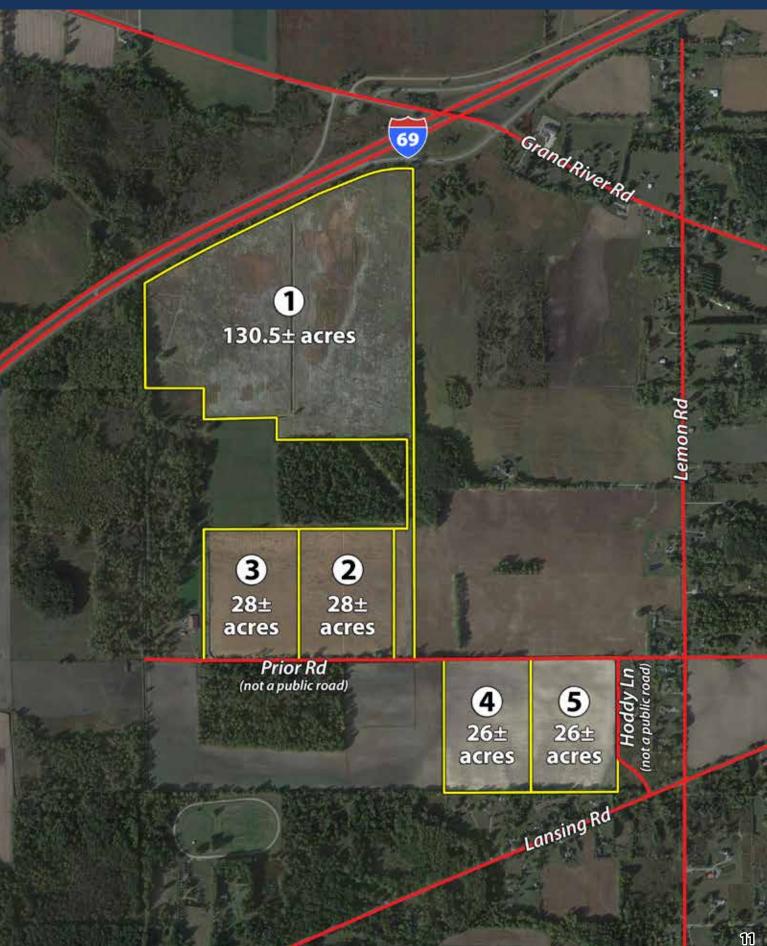
LOCATION & TRACT MAPS

LOCATION & TRACT MAPS



AUCTION LOCATION: Hugh Event Center, 457 Emma Dr, Corunna, MI 48817 **PROPERTY LOCATION:** 3095 W Prior Rd, Bancroft, MI 48414 • 1 mile southwest of Bancroft, MI on Lansing Rd to Hoddy Ln (Hoddy Ln becomes Prior Rd) then north to property

LOCATION & TRACT MAPS





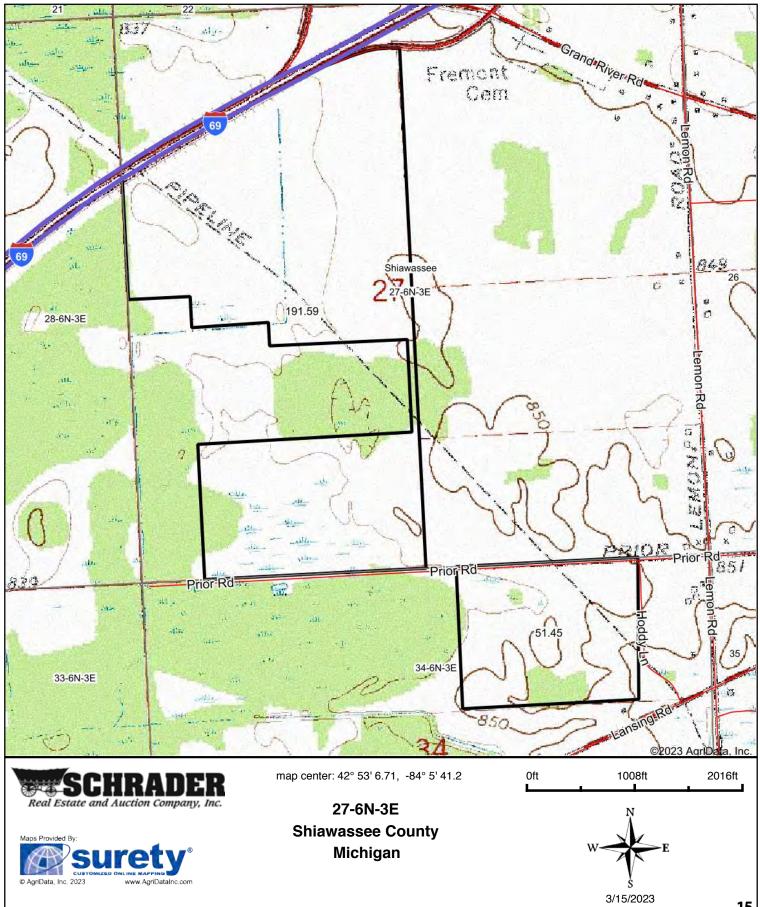
SURETY SOILS MAP

Si Si Mina Bia MurB Ew Si		21	22 23 69 727 Leemon-Rd
CvraaB		33 State: County: Location: Township:	Prior Rd 34 35 ©2023 AgriData Inc. Michigan Shiawassee 27-6N-3E Shiawassee
	Chez Chez Chezorate	Acres: Date: Real Es	243.04 3/15/2023 SCHRADI tate and Auction Company
data provided by USDA and NRCS.	ChROmag Bw Bw C2023 AgriData, Inc.	Maps Provided By	surety

Code	Soil Description	Acres		Non-Irr Class Legend	Non-Irr Class	Irr Class	Alfalfa hay Tons	Com Bu	Com silage Tons	Grass legume hay Tons	Oats Bu	Pasture AUM	Soybeans Bu	Sugar beets Tons	Winter wheat Bu
Bw	Brookston loam, 0 to 2 percent slopes	86.40	35.5%		llw								- 1		
CvraaB	Conover loam, 0 to 4 percent slopes	53.12	21.9%		IW										
Ln	Lenawee silt loam	39.18	16.1%		Vw		6	143	20		100		42		66
Sd	Sebewa loam, 0 to 2 percent slopes	28.21	11.6%		łłw										
Bh	Berville loam	11.97	4,9%		1lw		5,5	154	22		115		45	1.00	71
ChB	Celina loam, 2 to 6 percent slopes	7.75	3.2%		lle		4.8	132	19		95		35		66
MuB	Wawasee loam, 2 to 6 percent slopes	6,17	2.5%		lle		_							-	
Gg	Gilford sandy loam, 0 to 2 percent slopes, gravelly subsoil	3.84	1.6%		lliw			149		5		9.8	42		59
ChB2	Celina loam, 2 to 6 percent slopes, moderately eroded	3.63	1.5%		lle		4.3	120	17		86		32		60
SpA	Spinks loamy sand, 0 to 2 percent slopes	1,16	0.5%		Ills	IIIs	3.5	88	14		60		25		33
SpC	Spinks loamy sand, 6 to 12 percent slopes	0.89	0.4%		llle	lile		11							
MmA	Matherton sandy loam, 0 to 2 percent slopes	0.62	0.3%		IIIw		4.5	126	19		95		33	19	55
Та	Timakwa muck	0,10	0.0%		Vw										
11			Weighte	d Average	2.51	۰,	1.5	39.7	5.3	0.1	26.6	0.2	11.4		18.4

. Irr Class weighted average cannot be calculated on the current soils data due to missing data.

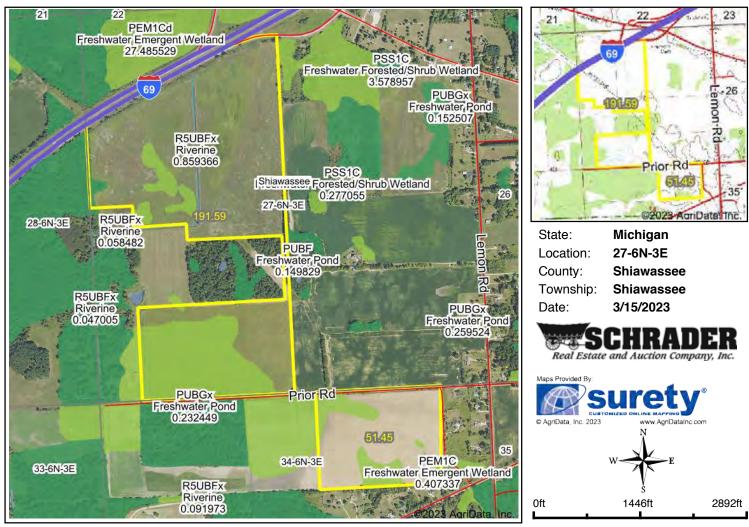
TOPOGRAPHY MAP



oorders provided by Farm Service Agency as of 5/21/2008

¹⁵

WETLANDS MAP

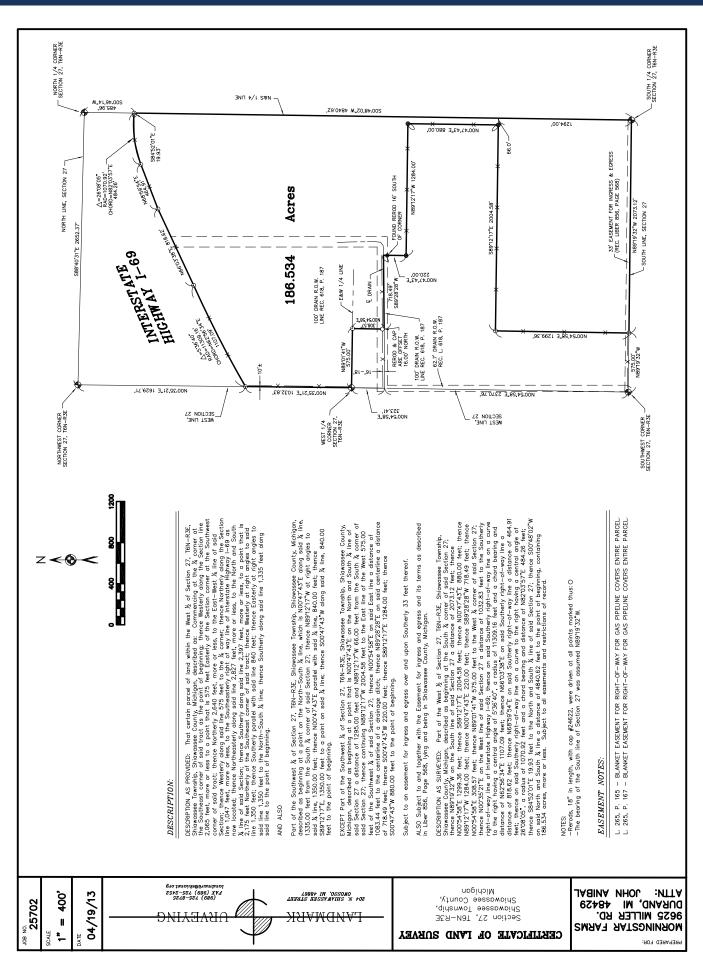


Classification Code	Туре	Acres
PEM1A	Freshwater Emergent Wetland	54.13
PF01C	Freshwater Forested/Shrub Wetland	1.80
R5UBFx	Riverine	0.67
PEM1C	Freshwater Emergent Wetland	0.40
PSS1Cd	Freshwater Forested/Shrub Wetland	0.12
	Total Acres	57.12

Data Source: National Wetlands Inventory website. U.S. Dol, Fish and Wildlife Service, Washington, D.C. http://www.fws.gov/wetlands/

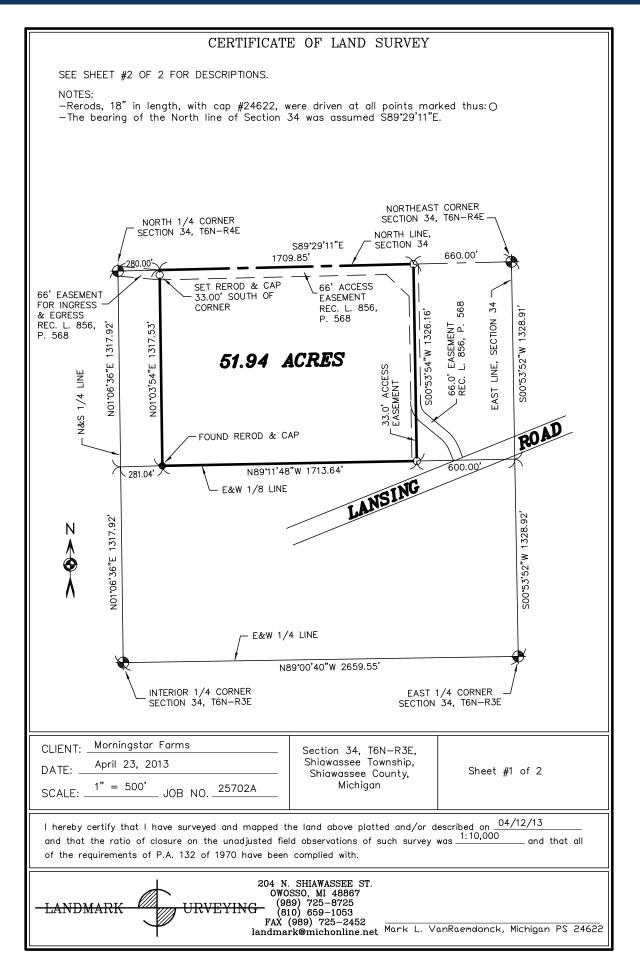
SURVEYS

SURVEY - TRACTS 1-3



18

SURVEY - TRACTS 4 & 5



MCHIGAN SHIAWASSEE Form: FSA-156EZ See Page 3 for non-dis	: criminatory Statement		Farm S	I States Depart Service Agenc ed 156 Farm	У	ulture	Prepare	A: 10558 d: 4/14/23 7: ar: 2023	46 AM CST	
Operator Name CRP Contract Nu Recon ID Transferred From ARCPLC G/I/F Elig	: 26 : No	-155-2014-160 ne								
			1	Farm Land D	ata					
Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts	
238.40	233.85	233.85	0.00	0.00	0.00	0.00	0.0	Active	3	
State Conservation	Other Conservation	Effective DCP	Cropland	Double	Cropped	CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	233.85		0.	00	0.00	0.00	0.00	0.00	
			Cre	p Election C	hoice					
A	RC Individual		Un	ARC County	and the second s	1	Price	Loss Coverage	-	
	None		SOYBN				CORN			
				DCP Crop Da	ata					
Crop Name		Base Acro	e Acres CCC-505 CRP Reduction Acres			PL	PLC Yield HIP			
Corn		116.60	16.60 0.00				137			
Soybeans		114.40	14.40 0.00				48	0		
TOTAL		231.00		0	.00					
				NOTES				1		
ract Number	: 1099									
escription		SEC 34 L-SHIAWAS								
SA Physical Loc		IGAN/SHIAWASSE								
NSI Physical Loc		IIGAN/SHIAWASSEI	-							
IA Unit Range No IEL Status		.: No agricultural con	amoditu nian	tod on undator	minod fields					
Vetland Status		does not contain a v		nea on anaeter	initiad tielus					
VL Violations	: None		s-fish ist							
)wners		UOIS VALLEY FAR	MSILC							
ther Producers	: None									
lecon ID	: None									
ice of the			1	Fract Land D	ata					
Farm Land	Cropland	DCP Cropia	ind	WBP	EWP	WR	P	GRP	Sugarcane	

MICHIGAN

SHIAWASSEE

Form: FSA-156EZ



United States Department of Agriculture Farm Service Agency FARM: 10558 Prepared: 4/14/23 7:46 AM CST Crop Year: 2023

Abbreviated 156 Farm Record

ract 10999 Con	tinued						
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	48.70	0.00	0.00	0.00	0.00	0.00

DCP Crop Data						
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield			
Com	25.00	0.00	137			
Soybeans	23.40	0.00	48			
TOTAL	48.40	0.00				

NOTES

Tract Number	: 11660
Description	: G10, SEC27 SHIAWASSEE TWP
FSA Physical Location	: MICHIGAN/SHIAWASSEE
ANSI Physical Location	: MICHIGAN/SHIAWASSEE
BIA Unit Range Number	
HEL Status	: NHEL: No agricultural commodity planted on undetermined fields
Wetland Status	: Tract does not contain a wetland
WL Violations	: None
Owners	: IROQUOIS VALLEY FARMS LLC
Other Producers	: None
Recon ID	: None

			Tract Land Data	-		-	
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
59.83	59.83	59.83	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	59.83	0.00	0.00	0.00	0.00	0.00

DCP Crop Data						
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield			
Com	29.90	0.00	137			
Soybeans	29.40	0.00	48			
TOTAL	59.30	0.00				

NOTES

MICHIGAN

SHIAWASSEE

Form: FSA-156EZ



United States Department of Agriculture Farm Service Agency FARM: 10558 Prepared: 4/14/23 7:46 AM CST Crop Year: 2023

Abbreviated 156 Farm Record

Tract Number	:	11661
Description	i	G10, SEC27 SHIAWASSEE TWP
FSA Physical Location	:	MICHIGAN/SHIAWASSEE
ANSI Physical Location	:	MICHIGAN/SHIAWASSEE
BIA Unit Range Number	:	
HEL Status	:	NHEL: No agricultural commodity planted on undetermined fields
Wetland Status	:	Tract does not contain a wetland
WL Violations	:	None
Owners	:	IROQUOIS VALLEY FARMS LLC
Other Producers	÷	None
Recon ID	:	None

Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
129.87	125.32	125.32	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	125.32	0.00	0.00	0.00	0.00	0.00

DCP Crop Data				
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	
Com	61.70	0.00	137	
Soybeans	61.60	0.00	48	
TOTAL	123.30	0.00		

NOTES

In accordance with Federal civil rights law and U.S. Department of Agricultum (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on mos, color, mathat status, realigned, sex, gender identity (including gunder expression), sexual orientation, disability, age, mathat status, familybeamvalatatus, income derived from a public assistance program, polician beinds, or reprisal or retailerion for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing desdiines vary by program or incident.

Pensons with disabilities who require alternative means of communication for program information (e.g., Brattle, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complete the USDA Program Discrimination Complete Form, AD-3027, found online at https://www.wicz.usda.gu/complete/i.it/m2_cvic.bitml and at any USDA office or write a lotter addressed to USDA and provide in the lotter at of the information requested in the form. To request a copy of the completel form, call (866) 632-9982. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Scoretary for Civit Rights 1400 independence. Avenue, SW Washington, D.C. 20250-9410: (2) fax: (202) 690-7442; or (3) e-mail: comparis classification complete in the spectrum provider, employer, and lender.



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. Areas of Concern represent potential wetland violations (CW, CWYr, CWNA, CWTE, MIW, MWM, WX) included in the NRCS Certified Wetland Determination dataset. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS). *Tracts in other states will reflect NAIP 2020/2021. NAIP Early Access Production Imagery has gone through an initial quality control process but may not be final.



United States Department of Agriculture Shiawassee County, Michigan

Name:	Share:
Name:	Share:
Name:	Share:



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United States Department of Shiawassee County, Michigan Agriculture

Name:	Share:
Name:	Share:
Name:	Share:



Farm 10558 Tract 10999

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SOYS - COM/GR

DRY BEANS - DE

C Areas of Concern

as of 11/1/22

Cropland vs Noncropland

ALFALFA - FG or GZ

MIXFG - FG or GZ

COUNTY TAX INFORMATION



Property Address

BANCROFT, MI, 48414

Owner Address

IROQUOIS VALLEY FARMS LLC

BOX 5850

EVANSTON, IL 60204

Unit:

Unit Name:

011 SHIAWASSEE TWP

General Information for 2022 Tax Year

Parcel Number:

011-27-100-001-02

4/14/2023, 11:48 AM EDT

Property Class:	102
Class Name:	AG VACANT
School Dist Code:	78030
School Dist Name:	DURAND AREA SCHOOLS
PRE 2021:	100%
PRE 2022:	100%

Assessed Value:	\$382,400
Taxable Value:	\$106,731
State Equalized Value:	\$382,400

Prev	Year	Info
------	------	------

Prev Year Info	MBOR Assessed	Final SEV	Final Taxable
2021	\$349,800	\$349,800	\$103,322
2020	\$363,700	\$363,700	\$101,896
Land Information			
Acreage:		208	
Zoning:		A-2	

Legal Description

2/9

SEC 27, T6N, R3E COM AT S 1/4 POST OF SEC, W'LY 2065 FT TO PT WHICH IS 575 FT E'LY OF SW COR OF SEC, N'LY 2640 FT TO E&W 1/4 LN OF SEC, W'LY 575 FT TO 1/4 CORNER, N'LY ALG SEC LN 1047 FT TO SE'LY R/WY LN OF I-69, NE'LY 2827 FT TO N&S 1/4 LN OF SEC, S'LY TO BEG EX COM AT PT WHICH IS N00*47'43"E ON N&S 1/4 LN OF SEC 1295 FT & N89*12'17"W 66 FT FROM S 1/4POST OF SEC, CONTINUING N89*12'17"W 2004.58 FT TO E LN OF W 575 FT OF SW 1/4, N00*54'58"E ON SD E LN 1083.44 FT TO C/LN OF DRAIN, N89*28'28"E ON SD C/LN 718.49 FT, S00*47'43"W 220 FT, S89*12'17"E 1284 FT, S00*47'43"W 880 FT TO BEG 208 ACRESSUBJECT TO EASEMENT FOR INGRESS & EGRESS OVER & UPON SLY 33 FT THEREOF SUBJECT TO & TOGETHER WITH EASEMENT FOR INGRESS & EGRESS AND ITS TERMS AS DESC IN L856-568

Sales Information

Sale Date: 05-08-2013

Sale Price: 746136 Instrument: WD Grantor: ANIBAL JOHN B TRUST Grantee: IROQUOIS VALLEY FARMS LLC Terms of Sale: 03-ARM'S LENGTH Liber/Page:

Sale Date: 01-01-2005

Sale Price: 0
Instrument: WD
Grantor:
Grantee:
Terms of Sale: 03-ARM'S LENGTH
Liber/Page:

Tax History *Total Due as of settlement date

Tax Details 2021 Winter

School Dist. Code:	78030
School Dist. Name:	DURAND AREA SCHOOLS
Property Class:	102
Class Name:	AG VACANT
Last Payment Date:	December 20, 2021
Base Tax:	\$1,940.65
Admin Fees:	\$19.40
Interest Fees:	\$0.00
Total Tax & Fees:	\$1,960.05
Assessed Value:	\$349,800
Taxable Value:	\$103,322
State Equalized Value:	\$349,800
Exemption Percent:	100%
Base Paid:	\$1,940.65
Admin Fees Paid:	\$19.40
Interest Fees Paid:	\$0
Total Paid:	\$1,960.05

Tax Items 2021 Winter

Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
SENIOR SERV	0.4918	50.81	\$50.81
SHIA MCF	1.9834	204.92	\$204.92
MSU EXT	0.0745	7.69	\$7.69
VET PA214	0.0991	10.23	\$10.23
VET SERV	0.1972	20.37	\$20.37
TWP OPER	0.9894	102.22	\$102.22
TWP FIRE	0.9894	102.22	\$102.22
TWP SATA	0.1158	11.96	\$11.96
SCH OPER	18	0.00	\$0.00
SCH DEBT	7.94	820.37	\$820.37
SCHOOL OPER FC	18	0.00	\$0.00
SRESD	0.2404	24.83	\$24.83
SRESD SP ED	4.1611	429.93	\$429.93
COM DIST LIBRARY	0.6936	71.66	\$71.66
LGR	0	83.44	\$83.44
Tax Details 2021 Summer			

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School Dist. Code:		78030	
School Dist. Name:		DURAND AREA SCHOOL	.S
Property Class:		102	
Class Name:		AG VACANT	
Last Payment Date:		July 26, 2021	
Base Tax:		\$1,184.55	
Admin Fees:		\$11.84	
Interest Fees:		\$0.00	
Total Tax & Fees:		\$1,196.39	
Assessed Value:		\$349,800	
Taxable Value:		\$103,322	
State Equalized Value:		\$349,800	
Exemption Percent:		100%	
Base Paid:		\$1,184.55	
Admin Fees Paid:		\$11.84	
Interest Fees Paid:		\$0	
Total Paid:		\$1,196.39	
Tax Items 2021 Summer			
Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
S.E.T.	6	619.93	\$619.93
COUNTY OPERATING	5.4647	564.62	\$564.62
Tax Details 2020 Winter			

School Dist. Code:	78030
School Dist. Name:	DURAND AREA SCHOOLS
Property Class:	102
Class Name:	AG VACANT
Last Payment Date:	January 25, 2021
Base Tax:	\$2,075.58
Admin Fees:	\$20.75
Interest Fees:	\$0.00
Total Tax & Fees:	\$2,096.33
Assessed Value:	\$363,700
Taxable Value:	\$101,896
State Equalized Value:	\$363,700
Exemption Percent:	100%
Base Paid:	\$2,075.58
Admin Fees Paid:	\$20.75
Interest Fees Paid:	\$0

Total Paid: \$2,096.33

Tax Items 2020 Winter

Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
SENIORS	0.496	50.54	\$50.54
MED CARE	2	203.79	\$203.79
MSU EXT	0.0752	7.66	\$7.66
VETERANS	0.1	10.18	\$10.18
VETERAN SERVICES	0.1989	20.26	\$20.26
TWP OPER	0.9973	101.62	\$101.62
TWP FIRE	0.9973	101.62	\$101.62
TWP SATA	0.1166	11.88	\$11.88
SCH OPER	18	0.00	\$0.00
SCH DEBT	7.94	809.05	\$809.05
INTER SCH	4.4393	452.34	\$452.34
SCHOOL OPER FC	18	0.00	\$0.00
COM DIST LIBRARY	0.7	71.32	\$71.32
BOWLES & OBERT	0	103.28	\$103.28
LOOKING GLASS RI	0	132.04	\$132.04
Tax Details 2020 Summer			

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School Dist. Code:		78030		
School Dist. Name:		DURAND AREA SCHOOLS		
Property Class:		102		
Class Name:		AG VACANT		
Last Payment Date:		August 31, 2020		
Base Tax:		\$1,172.86		
Admin Fees:		\$11.72		
Interest Fees:		\$0.00		
Total Tax & Fees:		\$1,184.58		
Assessed Value:		\$363,700		
Taxable Value:		\$101,896		
State Equalized Value:		\$363,700		
Exemption Percent:		100%		
Base Paid:		61 170 04		
Admin Fees Paid:		\$1,172.86		
Interest Fees Paid:		\$11.72		
Total Paid:		\$0\$1,184.58		
		ş1,104.00		
Tax Items 2020 Summer				
Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid	
S.E.T.	6	611.37	\$611.37	
COUNTY OPERATING	5.5105	561.49	\$561.49	
Tax Details 2019 Winter				

School Dist. Code:		78030		
School Dist. Name:		DURA	ND AREA SCHOO	DLS
Property Class:		102		
Class Name:		AG VA	CANT	
Last Payment Date:		Decem	nber 23, 2019	
Base Tax:		\$1,970	.27	
Admin Fees:		\$19.70)	
Interest Fees:		\$0.00		
Total Tax & Fees:		\$1,989	.97	
Assessed Value:		\$363,7	'00	
Taxable Value:		\$99,99	17	
State Equalized Value:		\$363,7	/00	
Exemption Percent:		100%		
Base Paid:		\$1,970		
Admin Fees Paid:		\$19.70)	
Interest Fees Paid:		\$0		
Total Paid:		\$1,989	.97	
Tax Items 2019 Winter				
Tax Source	Millage Rate		Tax Amt.	Base Amt. Paid
SENIORS	0.46		45.99	\$45.99
MED CARE	1.9948		199.47	\$199.47
MSU EXT	0.0757		7.56	\$7.56

MED CARE	1.9948	199.47	\$199.47
MSU EXT	0.0757	7.56	\$7.56
VETERANS	0.1	9.99	\$9.99
TWP OPER	0.9982	99.81	\$99.81
TWP FIRE	0.9982	99.81	\$99.81
SCH OPER	18	0.00	\$0.00
SCH DEBT	6.7	669.97	\$669.97
INTER SCH	4.4668	446.66	\$446.66
SCHOOL OPER FC	18	0.00	\$0.00
COM DIST LIBRARY	0.6941	69.40	\$69.40
VETERAN SERVICES	0.2	19.99	\$19.99
TWP SATA	0.1168	11.67	\$11.67
LOOKING GLASS RI	0	186.38	\$186.38
BOWLES & OBERT	0	103.57	\$103.57
Tax Details 2019 Summer			

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School Dist. Code:		78030			
School Dist. Name:		DURAN	DURAND AREA SCHOOLS		
Property Class:		102			
Class Name:		AG VAC	CANT		
Last Payment Date:		July 23	, 2019		
Base Tax:		\$1,154	.01		
Admin Fees:		\$11.54			
Interest Fees:		\$0.00			
Total Tax & Fees:		\$1,165	.55		
Assessed Value:		\$363,7	00		
Taxable Value:		\$99,99	\$99,997		
State Equalized Value:		\$363,7	\$363,700		
Exemption Percent:		100%			
Base Paid:		\$1,154	.01		
Admin Fees Paid:		\$11.54			
Interest Fees Paid:		\$0			
Total Paid:	tal Paid:		\$1,165.55		
Tax Items 2019 Summer					
Tax Source	Millage Rate		Tax Amt.	Base Amt. Paid	
S.E.T.	б		599.98	\$599.98	
COUNTY OPERATING	5.5405		554.03	\$554.03	

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Shiawassee GIS Parcel Report: 011-34-200-001-01

4/14/2023 11:47:08 AM



Property Address

-

BANCROFT, MI, 48414

Owner Address

IROQUOIS VALLEY FARMS LLC

BOX 5850

EVANSTON, IL 60204

Unit:

Unit Name:

011 SHIAWASSEE TWP

General Information for 2022 Tax Year

Parcel Number:

011-34-200-001-01

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Property Class:	102
Class Name:	AG VACANT
School Dist Code:	78030
School Dist Name:	DURAND AREA SCHOOLS
PRE 2021:	100%
PRE 2022:	100%

Assessed Value:	\$106,500
Taxable Value:	\$33,513
State Equalized Value:	\$106,500

Prev	Year	Info	
------	------	------	--

Prev Year Info	MBOR Assessed	Final SEV	Final Taxable
2021	\$97,400	\$97,400	\$32,443
2020	\$101,300	\$101,300	\$31,996
Land Information			
Acreage:		51.9	
Zoning:		A-2	

Legal Description

SEC 34, T6N, R3E COM AT NE COR OF SEC & W ALG N LN OF SEC 660 FT TO PT OF BEG, S 1326.16 FT, W ALG S LN OF NE 1/4 OF NE 1/4 & NW 1/4 OF NE 1/4 1713.64 FT, N 1317.53 FT TO A PT ON N SEC LN, E 1709.85 FT TO BEG 51.9 ACRESSUBJECT TO & TOGETHER WITH 66 FT EASEMENT ALG N SIDE & 33 FT ALG E SIDE EASEMENT FOR INGRESS & EGRESS L856-568 & L862-207 & L863-209LANDLOCKED PROPERTY

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Sales Information

Sale Date: 05-08-2013

Sale Price: 207760 Instrument: WD Grantor: ANIBAL JOHN B TRUST Grantee: IROQUOIS VALLEY FARMS LLC Terms of Sale: 03-ARM'S LENGTH Liber/Page:

Tax History *Total Due as of settlement date

Tax Details 2021 Winter	
School Dist. Code:	78030
School Dist. Name:	DURAND AREA SCHOOLS
Property Class:	102
Class Name:	AG VACANT
Last Payment Date:	December 20, 2021
Base Tax:	\$606.17
Admin Fees:	\$6.06
Interest Fees:	\$0.00
Total Tax & Fees:	\$612.23
Assessed Value:	\$97,400
Taxable Value:	\$32,443
State Equalized Value:	\$97,400
Exemption Percent:	100%

Base Paid:	\$606.17
Admin Fees Paid:	\$6.06
Interest Fees Paid:	\$0
Total Paid:	\$612.23

Tax Items 2021 Winter

Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
SENIOR SERV	0.4918	15.95	\$15.95
SHIA MCF	1.9834	64.34	\$64.34
MSU EXT	0.0745	2.41	\$2.41
VET PA214	0.0991	3.21	\$3.21
VET SERV	0.1972	6.39	\$6.39

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TWP OPER	0.9894	32.09	\$32.09
TWP FIRE	0.9894	32.09	\$32.09
TWP SATA	0.1158	3.75	\$3.75
SCH OPER	18	0.00	\$0.00
SCH DEBT	7.94	257.59	\$257.59
SCHOOL OPER FC	18	0.00	\$0.00
SRESD	0.2404	7.79	\$7.79
SRESD SP ED	4.1611	134.99	\$134.99
COM DIST LIBRARY	0.6936	22.50	\$22.50
LGR	0	23.07	\$23.07
Tax Details 2021 Summer			
School Dist. Code:		78030	
School Dist. Name:		DURAND AREA SCHOOL	S
Property Class:		102	
Class Name:		AG VACANT	
Last Payment Date:		July 26, 2021	
Base Tax:		\$371.94	
Admin Fees:		\$3.71	
Interest Fees:		\$0.00	
Total Tax & Fees:		\$375.65	
Assessed Value:		\$97,400	
Taxable Value:		\$32,443	
State Equalized Value:		\$97,400	
Exemption Percent:		100%	
Base Paid:		\$371.94	
Admin Fees Paid:		\$3.71	
Interest Fees Paid:		\$0	
Total Paid:		\$375.65	
Tax Items 2021 Summer			
Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
S.E.T.	6	194.65	\$194.65
COUNTY OPERATING	5.4647	177.29	\$177.29
Tax Details 2020 Winter			

School Dist. Code:	78030
School Dist. Name:	DURAND AREA SCHOOLS
Property Class:	102
Class Name:	AG VACANT
Last Payment Date:	January 25, 2021
Base Tax:	\$657.22
Admin Fees:	\$6.57
Interest Fees:	\$0.00
Total Tax & Fees:	\$663.79
Assessed Value:	\$101,300
Taxable Value:	\$31,996
State Equalized Value:	\$101,300
Exemption Percent:	100%
Base Paid:	\$657.22
Admin Fees Paid:	\$6.57
Interest Fees Paid:	\$0

\$663.79

Tax Items 2020 Winter

Total Paid:

Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
SENIORS	0.496	15.87	\$15.87
MED CARE	2	63.99	\$63.99
MSU EXT	0.0752	2.40	\$2.40
VETERANS	0.1	3.19	\$3.19
VETERAN SERVICES	0.1989	6.36	\$6.36
TWP OPER	0.9973	31.90	\$31.90
TWP FIRE	0.9973	31.90	\$31.90
TWP SATA	0.1166	3.73	\$3.73
SCH OPER	18	0.00	\$0.00
SCH DEBT	7.94	254.04	\$254.04
INTER SCH	4.4393	142.03	\$142.03
SCHOOL OPER FC	18	0.00	\$0.00
COM DIST LIBRARY	0.7	22.39	\$22.39
BOWLES & OBERT	0	35.22	\$35.22
LOOKING GLASS RI	0	44.20	\$44.20
Tax Details 2020 Summer			

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School Dist. Code:		78030	
School Dist. Name:		DURAND AREA SCHOOL	.S
Property Class:		102	
Class Name:		AG VACANT	
Last Payment Date:		August 31, 2020	
Base Tax:		\$368.28	
Admin Fees:		\$3.68	
Interest Fees:		\$0.00	
Total Tax & Fees:		\$371.96	
Assessed Value:		\$101,300	
Taxable Value:		\$31,996	
State Equalized Value:		\$101,300	
Exemption Percent:		100%	
Base Paid:		\$368.28	
Admin Fees Paid:		\$3.68	
Interest Fees Paid:		\$0	
Total Paid:		\$371.96	
Tax Items 2020 Summer			
Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
S.E.T.	6	191.97	\$191.97
COUNTY OPERATING	5.5105	176.31	\$176.31
Tax Details 2019 Winter			

School Dist. Code:	78030
School Dist. Name:	DURAND AREA SCHOOLS
Property Class:	102
Class Name:	AG VACANT
Last Payment Date:	December 23, 2019
Base Tax:	\$609.42
Admin Fees:	\$6.09
Interest Fees:	\$0.00
Total Tax & Fees:	\$615.51
Assessed Value:	\$101,300
Taxable Value:	\$31,400
State Equalized Value:	\$101,300
Exemption Percent:	100%
Base Paid:	\$609.42
Admin Fees Paid	\$6 <u>0</u> 9

Admin Fees Paid:	\$6.09
Interest Fees Paid:	\$0
Total Paid:	\$615.51

Tax Items 2019 Winter

Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
SENIORS	0.46	14.44	\$14.44
MED CARE	1.9948	62.63	\$62.63
MSU EXT	0.0757	2.37	\$2.37
VETERANS	0.1	3.14	\$3.14
TWP OPER	0.9982	31.34	\$31.34
TWP FIRE	0.9982	31.34	\$31.34
SCH OPER	18	0.00	\$0.00
SCH DEBT	6.7	210.38	\$210.38
INTER SCH	4.4668	140.25	\$140.25
SCHOOL OPER FC	18	0.00	\$0.00
COM DIST LIBRARY	0.6941	21.79	\$21.79
VETERAN SERVICES	0.2	6.28	\$6.28
TWP SATA	0.1168	3.66	\$3.66
LOOKING GLASS RI	0	46.50	\$46.50
BOWLES & OBERT	0	35.30	\$35.30
Tax Details 2019 Summer			

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School Dist. Code:		78030	
School Dist. Name:		DURAND AREA SCHOOL	LS
Property Class:		102	
Class Name:		AG VACANT	
Last Deursent Date:		hub 22, 2010	
Last Payment Date:		July 23, 2019	
Base Tax:		\$362.37	
Admin Fees:		\$3.62	
Interest Fees:		\$0.00	
Total Tax & Fees:		\$365.99	
Assessed Value:		\$101,300	
Taxable Value:		\$31,400	
State Equalized Value:		\$101,300	
Exemption Percent:		100%	
Base Paid:		\$362.37	
Admin Fees Paid:		\$3.62	
Interest Fees Paid:		\$0	
Total Paid:		\$365.99	
Tax Items 2019 Summer			
Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
S.E.T.	6	188.40	\$188.40
COUNTY OPERATING	5.5405	173.97	\$173.97

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Private Road Information from SCCD

Private Road Information From Shiawassee County Dept. of Community Development

(Contents of April 13, 2023 email from Peter Preston, Director)

Please be advised as it concerns properties with exclusive access to Hoddy Lane or parcels intended to obtain access to Hoddy Lane.

According to our records, a special use permit was issued by our office for the development of private road in 1996. The 1996 private road approval provided access to eight (8) parcels, none of which were developed at that time for residential purposes.

The 1996 special use permit approval was accompanied by a maintenance agreement between the owners of the eight (8) parcels in question and the Shiawassee County Road Commission ("SCRC"). This 1996 maintenance agreement permitted the use of a twelve (12) foot wide lane "only for so long as the parcels of land... do not have homes or mobile homes established... for residential use".

The 1996 maintenance agreement also stated that, "if any of the owners of said parcels of land construct a residential structure on their parcel, then such owner shall be required to assume and pay for the cost of the upgrade of the right-of-way as a private road to the specifications of the SCRC and the approval of the zoning and planning authorities of Shiawassee County."

The first application for a residential structure with access from Hoddy Lane was received by our office on October 1, 2001. On March 29, 2002, the previous Zoning Administrator, Don Platt, issued a memo to address the history of the road and current request for new home development on the parcel herein know as property "16". He concluded the following:

- The special use permit issued in 1996 had expired (no documentation was found verifying this detail).
- The 1996 maintenance agreement was still valid.
- Due to the expiration of the original special use permit, an application for private road was resubmitted on January 4, 2002. This was done as a site plan, not a special use permit review, as the number of parcels to be served per the application was for less than six (6) residential dwellings.
- A meeting of the site plan review committee was held and a plot plan for the "improvement of the lane to a private road" was approved (no documentation aside from Platt's memo to verify this detail).
- With the approval of the plot plan by the site plan review committee, Mr. Platt provided concluding statements regarding the status of the road and parcels served by it.
- Mr. Platt permitted the construction on the parcel of land described as "16".

The previous memo constitutes an interpretation by the previous Zoning Administrator. The approval by the Site Plan Review Committee and issuance of the building permit for the parcel of land described as "16" is action taken by the previous Zoning Administrator as compliance with the Zoning Administrator at the time of application and construction.

On April 2, 2021, our staff visited Hoddy Lane and traveled its entire length. It appears that the previous approval for a private road included the entrance onto Lansing Rd. and the private road to the north at or about the northern property line of the parcel of land described as "16". This length of private road from the access onto Lansing Rd. to the northern property line of "16" is the only portion of the private road that appears to have been improved. By improved, I am indicating that that portion of road appears to have a different material content and has been increased in width from the 12' lane previously described in the original Special Use Permit. Therefore, it is my opinion, that the previous approval only extended from the access onto Lansing Rd. to a point on or near the northern property line of "16".

In conclusion, in order to construct a single family residential structure beyond the improved portion of the private road, it will be necessary to petition our office for a private road with less than six (6) dwelling units. The private road will need to be improved to beyond the parcel intended to be developed prior to issuance of any building permits for a single-family residential structure.

48 Please contact us directly if you have any additional questions, comments or concerns.

1996 Private Lane Agreement

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RECORDED. 96 JUL - 8 PM 2: 47

REGISTER OF DEEDS

SHIAWASSEE COUNTY, MICH.

AGREEMENT

THIS AGREEMENT made this <u>May</u>, 1936, between George W. Hoddy, the Shiawassee County Road Commission and the owners of Parcel Numbers 1, 2, 4, 6, 13, 14, 15 and 16 acquired at the public auction of the property of George W. Hoddy located in Shiawassee Township, Shiawassee County, Michigan, WITNESSETH:

WHEREAS the parties hereto desire to establish a right-of-way for ingress and egress to said parcels of land, and

WHEREAS said parcels of land are going to be used for purposes other than residential building sites,

NOW, THEREFORE, It is hereby agreed as follows:

1. The owners of Parcel Numbers 1, 2, 4, 6, 13, 14, 15 and 16 as herein described in Exhibit A hereto attached hereby agree to establish a twelve (12) foot lane for ingress and egress to said parcels of land as a private right-of-way to be located on a sixty-six (66) foot deeded right-of-way strip of land, commencing at Lansing Road and terminating at a cul-de-sac located on Parcel Numbers 4 and 6 as delineated in Exhibit A.

2. The owner of Parcel 15 further agrees to establish an additional right-ofway for the establishment of a 150 foot radius curve to meet the requirements and specifications of the Shiawassee County Road Commission.

3. For so long as the twelve (12) foot lane is used within the private right-ofway, the establishment of a ninety (90°) degree turn will be permitted.

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1996 Private Lane Agreement

LINER 856 PAGE 569

4. The configuration of the right-of-way to be established across Parcel Numbers 15 and 17 shall be adequate to permit the curve required as the right-ofway transforms into a north and south direction.

5. A permit will be required and a private road approach constructed in accordance with the specifications of the Shiawassee County Road Commission from Lansing Road north through the public right-of-way to the beginning of the private right-of-way herein established.

6. The twelve (12) foot lane for ingress and egress shall be permitted only for so long as the parcels of land herein described do not have homes or mobile homes established thereon for residential use.

7. If any of the owners of said parcels of land construct or build a home on their parcel, then such owner shall be required to assume and pay for the cost of the upgrade of the right-of-way as a private road to the specifications of the Shiawassee County Road Commission and the approval of the zoning and planning authorities of Shiawassee County.

8. All other parcels established as a result of the public auction of the property of George W. Hoddy have access to a public right-of-way under the jurisdiction of the Shiawassee County Road Commission and the development of said access would have to be approved by the Shiawassee County Road Commission and zoning and planning authorities of Shiawassee County.

9. The twelve (12) foot lane in the private right-of-way will be maintained by the adjoining property owners. The construction of the private right-of-way will be

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1996 Private Lane Agreement

LIBER 856 PAGE 570

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GEORGE HOUDY ^{Thy} the responsibility of the adjoining property owners. The private road approach will be constructed in accordance with specifications of the Shiawassee County Road Commission and will be paid by George W. Hoddy and/or the owners of Parcel ^{MMA}

10. The cost of the private road approach is Two Thousand Four Hundred Fifty-three and No/100 (\$2,453.00) Dollars and will be paid at the time of the execution of this Agreement to the Shiawassee County Road Commission. In the event future maintenance work is required for said road approach, the owners of Parcel Numbers 1, 2, 4, 6, 13, 14, 15 and 16 will equally share and pay for the work upon invoice from the Shiawassee County Road Commission.

11. The private road approach shall be constructed to specifications of the Shiawassee County Road Commission with the exception that asphalt paving shall not be required. If the private lane becomes a public right-of-way, then the road approach would be required to be paved to specification of the Shiawassee County Road Commission and would be paid by the owners of Parcels 1, 2, 4, 6, 13, 14, 15 and 16. The failure to pay for such improvement by the owners would result in closure of the road approach.

12. The foregoing shall be a covenant appurtenant to the parcels of land of the parties hereto and shall be executed in recordable form and upon recording shall become a covenant binding upon said parcels of land and the heirs and assigns of the parties hereto.

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1996 Private Lane Agreement

LIVER 856 PAGE 571

13. The following attachments are made a part hereof and incorporated as the design, plan and specification of the road right-of-way.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first above written.

WITNESSES: (FOR WILLARD S. HOWES)

NAN KATHK

<u>،</u> ،

JOHN B! ANIBAL wner, Parcel es \sim Jwner, Parcel No. 4 RICK HANSEN

SMITH Parcel No ner

JOHN B. ANIBAL wner, Parcel No. 15

W/ 1.00 MICHICANPOPY, INC. O F STATE) ss.

COUNTY OF SHIAWASSEE)

17TH day of MAY

SHIAWASSEE COUNTY ROAD COMMISSION

BY

George W. Hoddy, INDIVIDUALLY AND AS SECRETARY OF G.W. HODDY, INC.

ANIBAL Owner, Parcel No. 2 JOHN B. MAMA 1/100

Owner, Parcel No. 6

a. Kubala Elizabete m. Kabala GEORGE J. KUBALA AND Parcel No. 14 Owner ELIZABETH M. KUBALA

TELFORD

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and the second state of the second second

Owner, Parcel No. 16 THOMAS Ê.

Subscribed and sworn to before me, a Notary Public in and for said County this " BY WILLARD & HOURS WILLIAM E-HONES BUILDING MULLINGA , 19 96 .

NNY llan

Notary Public MARY ANN LUPU Shiawassee County, Michigan My commission expires: 6-14-2006 1-19-2001

(SEE ATTACHED FOR WITNESSES AND NOTARY ACKNOWLEDGEMENT FOR ALL OTHER PARTIES.) 4

FORMATION RIVAT А E RO

1996 Private Lane Agreement

PAGE 572 LIRER 8 5 6

WITNESSES:

JERKY L. JONES

ELAINE S. EISENHAUER

STATE OF MICHIGAN

COUNTY OF SHIAMASSEE

KUBALA, AND THOMAS E. TELFORD, AND RICK HANSEN, PRESIDENT OF R.H.H. PROPERTIES. AND , BY GEORGE W. HODDY, JOHN B. SUBSCRIBED, AND SWORN TO BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY THIS / 7 the day of (haw 1996, BY GEORGE W. HODDY, JOH ANIBAL, MICHAEL MOMAHON HEBEKAH SMITH, GEORGE J. KUBALA, ELIZABETH M. GEORGE W. HODDY, SECRETARY OF G.W. HODDY, INC. THIS

aure id. 4 ¢

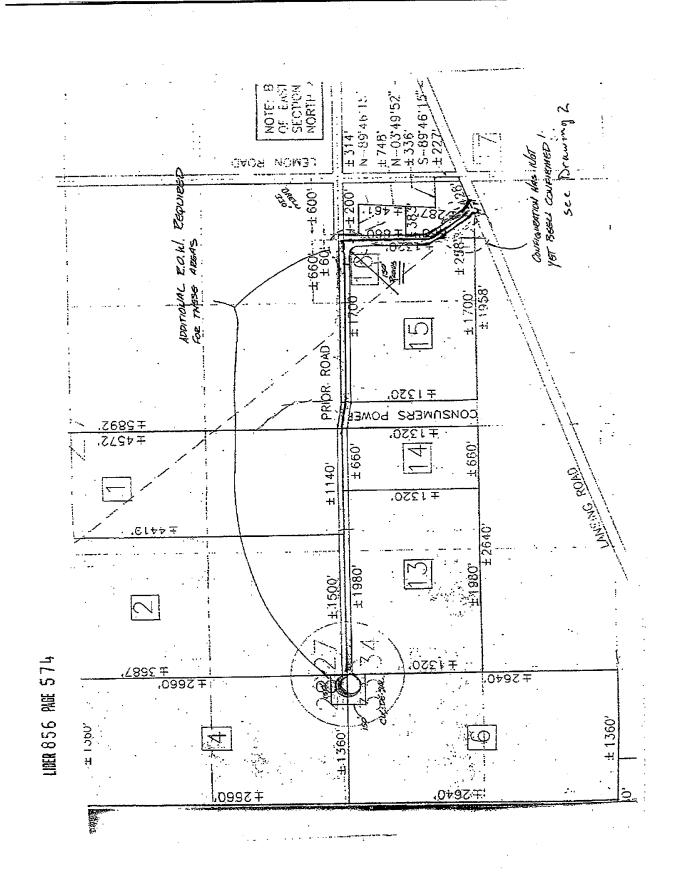
ELAINE S. EISENHAUEK NOTARY PUBLIC, SHIAWASSEE COUNTY, MICHIGAN MY COMMISSION EXPIRES: 2 21-2000

1996 Private Lane Agreement

	and the second
	DESCRIPTION FOR EASEMENT FOR INGRESS AND EGRESS FOR PARCELS IN
	SECTIONS 27, 28, 33 AND 34, T6N-R3E, SHIAWASSEE TOWNSHIP,
	SHIAWASSEE COUNTY, MICHIGAN:
	EASEMENT DESCRIPTION: A 66 foot wide strip of land lying 33.00 feet on both sides
·	of the following described centerline: Beginning at a point that is East on the North line of
្រ	Section 34, T6N-R3E, a distance of 280.00 feet and South parallel with the North and
Mar	South 1/4 line of said Section 34 a distance of 33.00 feet from the North 1/4 corner of said
æ	Section 34; thence Northwesterly to the North ¼ corner of said Section 34 and the
9	terminus of said centerline.
ŝ	
00	ALSO the South 33.00 feel of the Southwest % of Section 27, TGN-R3E.
LIBER	A DOWN AT ALL AT AD DW WALL Manhamment 16 of Section 34 TON-R3F
	ALSO the North 33.00 feet of the Northwest 1/4 of Section 34, T6N-R3E.
	ALSO the North 66.00 feet of the Northeast 1/4 of Section 34, T6N-R3E, EXCEPT the
	East-600 feet thereof. ALSO EXCEPT the West 280 feet thereof.
	627
	ALSO the South 75 feet of the East 150 feet of the Southeast 1/4 of Section 28, T6N-R3E.
1994 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 -	ALSO the North 75 feet of the East 150 feet of the Northeast 1/4 of Section 33, T6N-R3E.
	一般的,你们们的,你们都是你的人,你们就是你的人,就能够做你能够做了我们的,你就是你的人生,我们不知道,我能能够能够好。"
	ALSO a strip of land 66 feet wide lying 33.00 feet on both sides of the following described
	mentalizer. Endinging at a point that is N68%11°F. On the NORTHERY REAL VISWay Line VI
1	I agains Road a distance of 33.00 feet from the intersection of the East and west to the
	in the Southeast 4 of Section 34, T6N-R3E, with the Northerly right-of-way line of
	Lansing Road thence N21°39'W 75.00 feet; thence on a curve to the left having a radius
	of 233.26 feet a central angle of 28°51'00" and a chord bearing and distance of
	N36°04'30"W116.22 foct; thence N50°30'W 185 feet more or less; thence on a curve to the right having a radius of 130.37 feet, a central angle of 53°00'00" and a chord bearing
	the right having a radius of 130.37 feet, a central angle of 25 660.00 feet West of, as and distance of N24°00'00"W 116.34 feet to a line that is 660.00 feet West of, as
يوم يستشمونون	and distance of N24 0000 w 110.34 feet to 2 mile time of said Section 34; thence
	measured at right angles to and parallel with the East line of said Section 34; thence N02°30E on said parallel line to the North line of said Section 34 and the terminus of said
	NUX-SUE ON SERG PERSIECTIONE OF THE OF SERG DECEMPTED - COLOR OF THE COLOR OF SERGED - COLOR OF THE C
	centerline.
	ALSO a triangular piece of land in the Northeast ¼ of Section 34, T6N-R3E, described as
	beginning at a noint that is West on the North line of said Section 34 a distance of 000,00
	beginning at a found to the Tourist Faction 24 a distance of 716 00 feet and

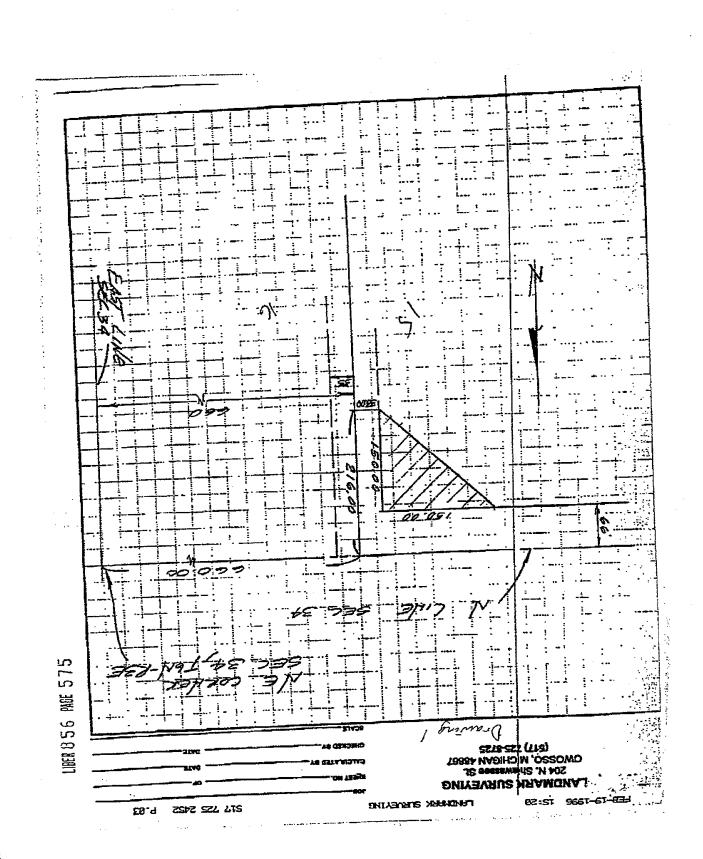
ALSO a triangular piece of land in the North line of said Section 34 a distance of 660.00 beginning at a point that is West on the North line of said Section 34 a distance of 216.00 feet and feet and South barallel with the East line of said Section 34 a distance of 216.00 feet and West parallel with said North line a distance of 33.00 feet from the Northeast corner of said Section 34 thence North parallel with said East line a distance of 150.00 feet; thence West parallel with said North line a distance of 150.00 feet; thence Southeasterly to the point of beginning.

1996 Private Lane Agreement

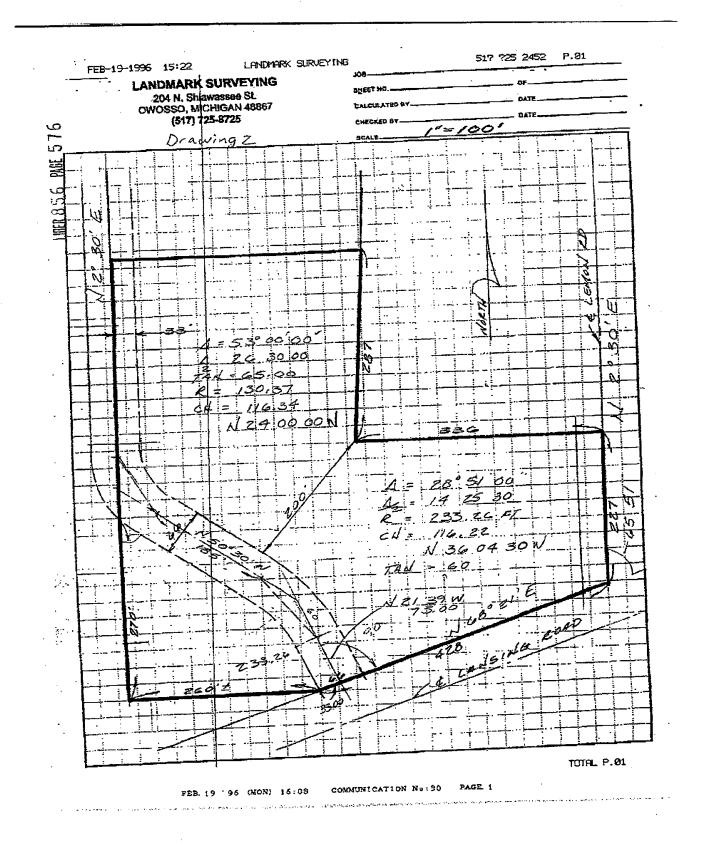


55

1996 Private Lane Agreement



1996 Private Lane Agreement



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1996 Private Lane Agreement

LBER 856 MSE 577

PARCEL 1:

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BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 27, AND RUN WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1140.0 FEET, MORE OR LESS; THENCE DEFLECT RIGHT AND RUN NORTH PARALLEL WITH THE WEST LINE OF SECTION 27 A DISTANCE OF 4419.0 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 69 RAMP FOR THE GRAND RIVER ROAD INTERCHANGE; THENCE DEFLECT RIGHT AND RUN NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID RIGHT-OF-WAY A DISTANCE OF 1157.0 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 27; THENCE DEFLECT RIGHT AND RUN SOUTH ALONG THE EAST LINE OF THE NORTHWEST 1/4, SECTION 27; SOUTHWEST 1/4, SECTION 27, A DISTANCE OF 4572.0 FEET, MORE OR LESS, TO THE FOINT OF BEGINNING

SAID PARCEL NO. 1 BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, ALL LYING AND BEING IN SECTION 27, TOWN 6 NORTH, RANGE 3 EAST, SHIAWASSEE COUNTY, MICHIGAN.

PARCEL 2:

BEGIN AT THE SOUTHWEST CORNER OF SECTION 27, TOWN 6 NORTH, RANGE 3 EAST, AND RUN EAST ALONG THE SOUTH LINE OF SECTION 27 A DISTANCE OF 1500.0 FEET, MORE OR LESS; THENCE BEFLECT LEFT AND RUN NORTH PARALLEL WITH THE WEST LINE OF SECTION 27 A DISTANCE OF 4419.9 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEAST RIGHT-OF WAY LINE OF INTERSTATE ROUTE 69; THENCE DEFLECT LEFT AND RUN SOUTHWESTERLY ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 69 A DISTANCE OF 1670.0 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE WEST LINE OF SECTION 27; THENCE DEFLECT LEFT AND RUN SOUTH ALONG THE WEST LINE OF SECTION 27 A DISTANCE OF 3687.8 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER THEREOF AND THE POINT OF BEGINNING

SAID PARCEL NO. 2 BEING A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, ALL LYING AND BEING IN SECTION 27, TOWN 6 NORTH, RANGE 3 EAST, SHIAWASSEE COUNTY, MICHIGAN,

PARCEL 4:

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 28, TOWN 6 NORTH, RANGE 3 EAST, LYING AND BEING IN SHIAWASSEE COUNTY, MICHIGAN.

PARCEL 6:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 33, TOWN 6 NORTH, RANGE 3 EAST, LYING AND BEING IN SHIAWASSEE COUNTY, MICHIGAN

1996 Private Lane Agreement

PARCEL IS: LIER 856 PARE 578

BEGIN AT THE NORTHWEST CORNER OF SECTION 34, TOWN 6 NORTH, RANGE 3 EAST, AND RUN EAST ALONG THE NORTH LINE OF SECTION 34 A DISTANCE OF 1980.0 FEET, MORE OR LESS; THENCE DEFLECT RIGHT AND RUN SOUTH PARALLEL WITH THE WEST LINE OF SECTION 34 A DISTANCE OF 1320.0 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE DEFLECT RIGHT AND RUN WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 34, A DISTANCE OF 1980.0 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SECTION 34; THENCE DEFLECT RIGHT AND RUN NORTH ALONG THE WEST LINE OF SECTION 34 A DISTANCE OF 1320.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING

SAID PARCEL NO. 13, BEING THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, ALL LYING AND BEING IN SECTION 34, TOWN 6 NORTH, RANGE 3 EAST,

PARCEL 14:

THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 34, TOWN 6 NORTH, RANGE 3 EAST,

PARCEL 15:

. 1

COMMENCE AT THE NORTHEAST CORNER OF SECTION 34, TOWN 6 NORTH, RANGE 3 EAST, AND RUN WEST ALONG THE NORTH LINE OF SECTION 34 A DISTANCE OF 660.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING DEFLECT LEFT AND RUN SOUTH PARALLEL WITH THE EAST LINE OF SECTION 34 A DISTANCE OF 1320.0 FEET, MORE OR LESS; THENCE DEFLECT RIGHT AND RUN WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 1700.0 FEET, MORE OR LESS; THENCE DEFLECT RIGHT AND RUN NORTH PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 1320.0 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 1320.0 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE DEFLECT RIGHT AND RUN EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTH LINE OF THE NORTHEAST 1/4; THENCE DEFLECT RIGHT AND RUN EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 34 A DISTANCE OF 1700.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING

SAID PARCEL NO. 15 BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 34, TOWN 6 NORTH, RANGE 3 EAST,

PARCEL 16:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 34, TOWN 6 NORTH, RANGE 3 EAST, AND RUN WEST ALONG THE NORTH LINE OF SECTION 34 A DISTANCE OF 600.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING DEFLECT LEFT AND RUN SOUTH PARALLEL WITH THE EAST LINE OF SECTION 34 A DISTANCE OF 200.0 FEET, MORE OR LESS; THENCE DEFLECT LEFT AND RUN NORTH 89 DEGREES 46 MINUTES IS SECONDS EAST A DISTANCE OF 314.0 FEET, MORE OR LESS; THENCE DEFLECT RIGHT AND RUN SOUTH 03 DEGREES 49 MINUTES 52 SECONDS WEST A DISTANCE OF 461.0 FEET, MORE OR LESS; THENCE DEFLECT RIGHT AND RUN WEST PARALLEL WITH THE NORTH LINE OF SECTION 34 A DISTANCE OF 383.0 FEET, MORE OR LESS, THENCE DEFLECT RIGHT AND RUN NORTH PARALLEL WITH THE EAST LINE OF SECTION 34 A DISTANCE OF 660.0 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SECTION 34; THENCE DEFLECT RIGHT AND RUN EAST ALONG THE NORTH LINE OF SECTION 34, A DISTANCE OF 680.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING

SAID PARCEL NO. 16 BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 34, TOWN 6 NORTH RANGE 3 EAST いたいたいというないが

PRELIMINARY TITLE

PRELIMINARY TITLE



ALTA® COMMITMENT FOR TITLE INSURANCE SCHEDULE A Issued by Old Republic National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Issuing Office:	ATA National Title Group, LLC 208 North Washington Owosso, MI 48867 Db/(080) 743 5516 Fax/(080) 743 4434
ALTA® Universal ID: Issuing Office File Number: Property Address: Revision Number:	Ph:(989) 743-5616 Fax:(989) 743-4434 1033513 78-23870078-OWO V/L Prior Road, Bancroft, MI 48414, V/L Prior Road, Bancroft, MI 48414 Revision # 1

- 1. Commitment Date: April 10, 2023, at 8:00 am
- 2. Policy to be issued:
 - (a) ALTA® Owner's Policy Proposed Insured:
 - (b) ALTA® LOAN POLICY Proposed Insured:
- 3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
- 4. The Title is, at Commitment Date, vested in:

Iroquois Valley Farms, LLC, an Illinois Limited Liability Company

5. The land referred to in this commitment is situated in the Township of Shiawassee, County of Shiawassee, State of Michigan, as follows:

SEE EXHIBIT A

ATA National Title Group, LLC

By: Paul C. Anast AUTHORIZED SIGNATORY

This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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Proposed Policy Amount

TBD

File No: 78-23870078-OWO

Exhibit "A"

The land referred to in this commitment is described as follows: Township of Shiawassee, County of Shiawassee, State of Michigan

Parcel 1

A portion of the Northeast 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 34, T6N, R3E, Shiawassee Township, Shiawassee County, Michigan, described as Commence at the Northeast corner of Section 34, T6N, R3E, Shiawassee Township, Shiawassee County, Michigan and run West along the North line of Section 34 a distance of 660.0 feet, more or less to the point of beginning. From said point of beginning deflect left and run South parallel with the East line of Section 34 a distance of 1,320.0 feet, more or less; thence deflect right and run West along the South line of the Northeast 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 a distance of 1,700.00 feet, more or less; thence deflect right and run North parallel with the West line of the Northwest 1/4 of the Northeast 1/4 a distance of 1,320.0 feet, more or less; thence deflect right and run North parallel with the West line of the Northwest 1/4 of the Northeast 1/4 a distance of 1,320.0 feet, more or less, to a point on the North line of the Northwest 1/4 of the Northeast 1/4; thence deflect right and run East along the North line of the Northwest 1/4 of the Northeast 1/4; thence deflect right and run East along the North line of the Northwest 1/4 of the Northeast 1/4, section 34 a distance of 1,700.00 feet, more or less to the point of beginning.

Being subject to and together with an access easement 66.0 feet in width along the North side and 33.0 feet along the East side of the property.

ALSO Subject to and together with the Easement for ingress and egress and its terms as described in Liber 856, Page 568, Iying and being in Shiawassee County, Michigan

NOW BY SURVEY, MORE PRECISELY DESCRIBED AS:

Part of the Northeast 1/4 of the Northeast 1/4 and part of the Northwest 1/4 of the Northeast 1/4 of Section 34, T6N, R3E, Shiawassee Township, Shiawassee County, Michigan, described as beginning at a point that is North 89°29'11" West on the North line of said Section 34 a distance of 660.00 feet from the Northeast corner of said Section 34; thence South 00°53'54" West 1326.16 feet to the East and West 1/8 line in the Northeast 1/4 of said Section 34; thence North 89°11'48" West on said East and West 1/8 line a distance of 1713.64 feet; thence North 01°03'54" East 1317.53 feet to the North line of said Section 34; thence South 89°29'11" East on said North line a distance of 1709.85 feet to the point of beginning

Being subject to and together with an access easement 66.0 feet in width along the North side and 33.0 feet along the East side of the property.

ALSO Subject to and together with the Easement for ingress and egress and its terms as described in Liber 856, Page 568, lying and being in Shiawassee County, Michigan

PARCEL 2

That certain parcel of land within the West 1/2 of Section 27, T6N, R3E, Shiawassee Township, Shiawassee County, Michigan, described as: Commencing at the 1/4 corner at the Southeast corner of said tract as the point of beginning; thence Westerly along the Section line 2,065 feet, more or less to a point that is 575 feet Easterly of the Section corner at the Southwest corner of said tract; thence Northerly 2,640 feet, more or less, to the East-West 1/4 line of said Section; thence Westerly along said line 575 feet to the 1/4 corner; thence Northerly along the Section line 1,047 feet, more or less, to the Southeasterly right of way line of Interstate Highway I-69 as now located; thence Northeasterly along said line 2,827 feet, more or less, to the North and South 1/4 line of said Section; thence Southerly along said line 2,397 feet, more or less, to a point that is 2,175 feet Northerly of the Southeast corner of said tract; thence Southerly parallel with said line 840 feet; thence Easterly at right angles to said line 1,350 feet to the North-South 1/4 line; thence Southerly along said line 1,335 feet along said line to the point of beginning

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File No: 78-23870078-OWO

AND ALSO

Part of the Southwest 1/4 of Section Section 27, T6N, R3E, Shiawassee Township, Shiawassee County, Michigan, described as beginning at a point on the North-South 1/4 line, which is North 00°47'43" East along said 1/4 line, 1335.00 feet from the South 1/4 corner of said Section 27; thence North 89°12'17" West at right angles to said 1/4 line, 1350.00 feet; thence North 00°47'43" East parallel with said 1/4 line, 840.00 feet; thence South 89°12'17" East, 1,350.00 feet to a point on said 1/4 line; thence South 00°47'43" West along said 1/4 line, 840.00 feet to the point of beginning.

EXCEPT Part of the Southwest 1/4 of Section 27, T6N, R3E, Shiawassee Township, Shiawassee County, Michigan, described as beginning at a point that is North 00°47'43" East on the North and South 1/4 line of said Section 27, a distance of 1295.00 feet and North 89°12'17" West 66.00 feet from the South 1/4 corner of said Section 27; thence continuing North 89°12'17" West 2004.58 feet to the East line of the West 575.00 feet of the Southwest 1/4 of said Section 27; thence North 00°54'58" East on said East line a distance of 1083.44 feet to the centerline of a drainage ditch; thence North 89°28'28" East on said centerline a distance of 718.49 feet; thence South 00°47'43" West 220.00 feet; thence South 89°12'17" East 1284.00 feet; thence South 00°47'43" West 880.00 feet to the point of beginning.

Subject to an easement for ingress and egress over and upon Southerly 33 feet thereof.

ALSO Subject to and together with the Easement for ingress and egress and its terms as described in Liber 856, Page 568, lying and being in Shiawassee County, Michigan

NOW BY SURVEY, MORE PRECISELY DESCRIBED AS:

Part of the West 1/2 of Section 27, T6N, R3E, Shiawassee Township, Shiawassee County, Michigan, described as beginning at the South 1/4 corner of said Section 27; thence North 89°19'32" West on the South line of said Section 27 a distance of 2073.12 feet; thence North 00°54'58" East 1299.36 feet; thence South 89°12'17" East 2004.58 feet; thence North 00°47'43" East 880.00 feet; thence North 89°12'17" West 1284.00 feet; thence North 00°47'43" East 220.00 feet; thence South 89°28'28" West 718.49 feet; thence North 00°35'21" East 308.57 feet; thence North 89°01'41" West 575.00 to the West 1/4 corner of said Section 27; thence North 00°35'21" East on said West line of said Section 27 a distance of of 1032.83 feet to the Southerly right-of-way line of Interstate Highway I-69; thence on said Southerly right-of-way line on a curve to the right having a central angle of 5°36'40", a radius of 11309.16 feet and a chord bearing and distance of North 62°56'34" East 1107.09 feet; thence North 66°03'38" East on said Southerly right-of-way line a distance of 818.62 feet; thence North 68°59'54" East an said Southerly right-of-way line a distance of 464.91 feet; thence on said Southerly right-of-way line a central angle of 26°08'05", a radius of 1070.92 feet and a chord bearing and distance of North 82°03'57" East 484.26 feet; thence South 84°52'01" East 19.93 feet to the North and South 1/4 line of said Section 27; thence South 00°48'02" West on said North and South 1/4 line a distance of 4840.62 feet to the point of beginning

Subject to an easement for ingress and egress over and upon Southerly 33 feet thereof.

ALSO Subject to and together with the Easement for ingress and egress and its terms as described in Liber 856, Page 568, lying and being in Shiawassee County, Michigan

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PRELIMINARY TITLE

File No: 78-23870078-OWO

SCHEDULE B, PART I REQUIREMENTS

- 1. Instruments necessary to create the estate or interest to be insured must be executed by, delivered and duly filed for record.
- 2. 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.
- 3. Pay the agreed amounts for the Title and/or the mortgage to be insured.
- 4. Pay us the premiums, fees and charges for the policy.
- 5. Discharge of the equity line/future advance/revolving line of credit mortgage executed by Iroquois Valley Farms, LLC, an Illinois limited liability company to Compeer Financial, PCA dated May 1, 2018 and recorded May 2, 2018 in Liber 1245, Page 787, in the original amount of **\$10000000**.

NOTE: RELATIVE TO THE ABOVE-IDENTIFIED MORTGAGE, THE DISCHARGE OF SAME MAY BE PRESENTED AT CLOSING, OR, IN LIEU THEREOF, ALL OF THE FOLLOWING ACTIONS MUST BE PERFORMED:

PRE-CLOSING:

a) Execution by the subject borrower of an "Equity Line/Future Advance/Revolving Line of Credit Mortgage -Notice of Account Suspension and Request for Payoff Statement" form ("**Freeze Letter/Payoff**" form) at least five (5) business days before the closing date.

b) Delivery by the Company of the executed Freeze Letter/Payoff form to the current mortgagee at least five (5) business days before the closing date by fax or email.

c) Retention by the Company of a copy of the Freeze Letter/Payoff form delivered to the current mortgagee and a copy of the fax "confirmation" or email read receipt.

d) Receipt by the Company of the Payoff Statement from the current mortgagee.

CLOSING:

e) Execution by the subject borrower of an "Equity Line/Future Advance/Revolving Line of Credit Mortgage - Notice of Account Closure and Request for Discharge of Mortgage" form ("**Account Closure/Discharge**" form).

- f) Delivery by the Company of the executed Account Closure/Discharge form to the current mortgagee by:
 - i) fax or email, at the time of disbursement, and
 - ii) overnight mail, immediately following disbursement.

g) Retention by the Company of a copy of the Account Closure/Discharge form delivered to the current mortgagee and a copy of the fax "confirmation" or email read receipt.

6. Record a Release of the State of Michigan- Farmland Development Rights Agreement dated February 23, 2016, recorded April 18, 2016 in Liber 1221, Page 764.

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File No: 78-23870078-OWO

- 7. Submit evidence, satisfactory to the Company, that Iroquois Valley Farms, LLC, an Illinois Limited Liability Company is a legal entity.
- 8. Submit a copy of the Articles of Organization duly filed with the Illinois Department of Commerce Corporation and Securities Bureau establishing Iroquois Valey Farms, LLC, an Illinois Limited Liability Company. This commitment may be subject to such further requirements as deemed necessary after examination of the aforementioned document.
- 9. Submit a copy of the Operating Agreement of Iroquois Valley Farms, LLC, an Illinois limted liability company, together with all amendments thereto and Resolution authorizing sale of subject property. This commitment may be subject to such further requirements as deemed necessary after examination of the aforementioned document.
- 10. Upon supplying the identity of the Proposed Insured and/or the amount of the policy to the Company, this commitment may be subject to such further requirements as may then be deemed necessary.

The Land Division Act, specifically MCL 560.261, requires that in the event access to the land is by means of a private road which is not maintained by the County Road Commission, a Private Road Notice, executed by the Grantee(s), should be attached to the Deed.

11. PAYMENT OF TAXES: Tax Parcel No.: 011-34-200-001-01 as to Parcel 1

2022 Winter Taxes in the amount of \$647.57 are PAID, Includes \$7.60 for Looking Glass River Drain (1 yr)

2022 Summer Taxes in the amount of \$386.59 are PAID

Special Assessments: NONE

- 2022 State Equalized Value: \$106,500.00
- 2022 Taxable Value: \$33,513.00
- 2022 Principal Residence Exemption: 100%
- School District: 78030

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

12. PAYMENT OF TAXES:

Tax Parcel No.: 011-27-100-001-02 as to Parcel 2

2022 Winter Taxes in the amount of \$2,065.77 are PAID, Includes \$27.47 for Looking Glass River Drain(1 yr)

2022 Summer Taxes in the amount of \$1,231.26 are PAID

Special Assessments: NONE

- 2022 State Equalized Value: \$382,400.00
- 2022 Taxable Value: \$106,731.00
- 2022 Principal Residence Exemption: 100%

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PRELIMINARY TITLE

File No: 78-23870078-OWO

- School District: 78030

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

13. NOTE: NO PERSONAL PROPERTY TAXES EXAMINED.

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PRELIMINARY TITLE

File No: 78-23870078-OWO

SCHEDULE B, PART II EXCEPTIONS

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

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

- 1. Rights or claims of parties in possession not shown by the Public Records.
- 2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof of the Land.
- 3. Easements, claim of easements or encumbrances that are not shown in the Public Records and existing water, mineral, oil and exploration rights.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
- 5. Any lien or right to lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage or loss of any homestead exemption status for the insured premises.
- 7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
- 8. Terms, conditions and provisions which are recited in State of Michigan- Farmland Development Rights Agreement dated February 23, 2016, recorded April 18, 2016 in Liber 1221, Page 764.
- 9. Any tax and/or special assessment due or that may become due, which constitutes a lien upon the subject property as a result of any termination of the Farmland and Open Space Development Rights Agreement identified in exception above.
- 10. Affidavit Attesting that Qualified Agricultural Property or Qualfied Forest Shall Remain Qualified Agricultural Property as recorded in Liber 1190, Page 571.
- 11. Terms, conditions and provision which are recited in Warranty Deed recorded in Liber 947, Page 814.
- 12. Terms, conditions and provisions which are recited in Agreement recorded in Liber 947, Page 815, as to Parcel 2
- 13. Terms, conditions and provisions which are recited in Agreement recorded in Liber 856, Page 568

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- 14. Terms, conditions and provisions which are recited in Easement recorded in Liber 878, Page 28.
- 15. Terms and conditions of an easement for ingress and egress as disclosed in <u>Liber 862, Page 207, Liber 862, Page 208, and Liber 862, Page 209, Shiawassee County Records.</u>
- 16. Release of Right of Way to Hoddy Branch of the Bowles & Obert Drainage District, a body corporate in the County of Shiawassee as recorded in Liber 618, Page 184 and Liber Liber 619, Page 613, as to Parcel 1
- 17. Easement granted to Consumers Power Company disclosed by instrument recorded in Liber 612, Page 6, as to Parcel 1
- 18. Easement to Consumers Power Company in Liber 439, Page 622 and Liber 347, Page 413.
- 19. Easement and Right to Cross Consumers Power Company Owned Land as recorded in Liber 432, Page 409.
- 20. Release of Right of Way to Hoddy Branch of the Bowles & Obert Drainage District, a body corporate in the County of Shiawassee as recorded in Liber 618, Page 187, as to Parcel 2
- 21. Terms, conditions and provisions which are recited in Right of Way Agreement to Ford, Bacon & Davis, Inc., a New Jersey Corporation recorded in Liber 263, Page 7 and Liber 263, Page 9, which was Assigned to Austin Field Pipe Line Company, a Michigan Corporation in Liber 266, Page 205 and Liber 265, Page 401, as to Parcel 1
- 22. Terms, conditions and provisions which are recited in Right of Way Agreement to Ford, Bacon & Davis, Inc., a New Jersey Corporation recorded in Liber 265, Page 165 and Liber 265, Page 167, which was Assigned to Austin Field Pipe Line Company, a Michigan Corporation in Liber 266, Page 205, as to Parcel 2
- 23. Right of Way to Austin Field Pipeline as recorded in Liber 270, Page 477.
- 24. Covenants, conditions and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 197, Page 302.
- 25. Any rights, title, interest in or claims thereof to that portion of the land lying within the drain.
- 26. Rights of others for ingress and egress over the easement reflected in the legal description to be insured herein.
- 27. Outstanding oil, gas and mineral rights whether recorded or unrecorded.
- 28. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.
- 29. Subject property abuts a private road easement which is not required to be maintained by the Board of County Road Commissioners of the County of Shiawassee.















DITCH ON TRACTS 1 & 2









NORTHERN BOUNDRY OF TRACTS 1 & 2













SCHRADER REAL ESTATE & AUCTION CO., INC. 950 N. Liberty Dr., Columbia City, IN 46725 260-244-7606 or 800-451-2709 SchraderAuction.com

