

AGREEMENT TO PURCHASE

Date: **October 19, 2020**

The party(ies) signing below as Buyer(s) ("Buyer") offer(s) to purchase Tract(s) _____, being approx. _____ (±) acres of land in Lenawee County, Michigan, as identified by reference to the same tract number(s) in the attached Exhibit A, together with any improvements and/or permanent fixtures, other than Excluded Items, now located on said land (the "Property"), and being one or more of the tracts put up for bids at the public auction conducted on this date by Schrader Real Estate and Auction Company, Inc. ("Auction Company") on behalf of Samuel L. Delagrang and Keturah Delagrang (collectively, "Seller"). This offer incorporates the terms and conditions set forth herein, the Revised Auction Tract Map attached as Exhibit A, the auction announcements attached as Addendum A, and (if applicable) the Pre-Closing Access Addendum attached as Addendum B (collectively, this "Agreement").

- 1. PURCHASE PRICE. The purchase price is \$ _____, to be paid via wired funds at closing (plus expenses charged to Buyer, less applied Earnest Money and any other credits due Buyer, as provided in this Agreement). The purchase price shall be adjusted at closing if and only if an adjustment is applicable in accordance with the terms of Addendum A.
2. EARNEST MONEY. Concurrently with this offer, Buyer shall deliver to Auction Company the sum of \$ _____ (the "Earnest Money"), to be held in escrow, delivered to the closing agent at or prior to closing, and applied to the purchase price at closing.
3. TAXES; ASSESSMENTS. Property taxes levied or to be levied against the parent parcel which consists of or includes the Property ("Taxes") and special assessments, including the Bailey Tile Project Assessments, assessed against such parcel ("Assessments") shall be allocated as follows: Seller shall pay: (a) Taxes due in December 2020 (or Estimated Taxes, as provided below); (b) any prior unpaid Taxes; (c) the outstanding balance due for Project 000150 Bailey Tile - ME and Project 000160 Bailey Tile, W Branch ("Bailey Tile Project Assessments"), except the portion allocated to the auction purchasers in Addendum A; and (d) any Assessments (other than the Bailey Tile Project Assessments) last payable without a penalty on or before the closing date. Buyer shall pay: that portion of the Bailey Tile Project Assessments allocated to Buyer in Addendum A. Taxes and Assessments thus allocated to Seller or Buyer shall be collected from the proper party at closing and paid directly out of closing to the proper collection office; provided, however, any Taxes allocated to Seller that are not ascertainable and payable at the time of closing shall be estimated based on available data and the amount thus estimated ("Estimated Taxes") shall be paid via credit against the sums due from Buyer at closing, to the extent attributed to the Property; provided, further, if this sale involves a parcel split, Seller may elect to deliver to the closing agent all Estimated Taxes for the entire parent parcel to be: (a) held in escrow and applied towards the payment of Taxes when billed after closing; or (b) paid directly to the proper collection office as an estimated prepayment. Buyer shall then pay all Taxes and Assessments when due after closing (to the extent attributed to the Property and not paid via escrow or direct prepayment) and any shortage or surplus with respect to the Estimated Taxes shall be paid or retained by or refunded to Buyer (to the extent attributed to the Property). If this sale involves a parcel split, the extent to which any Taxes or Assessments are attributed to the Property shall be based on a split calculation provided by the appropriate tax or assessment official or, if an official split calculation is not available, estimated using available data. If the billing of any Taxes or Assessments after closing includes portions attributed to the Property and other real estate, Buyer shall cooperate with the owner(s) of such other real estate to facilitate timely payment of the balance due and Buyer shall pay the portion attributed to the Property.
4. SURVEY. A new survey shall be obtained if and only if obtained in accordance with the provisions of Addendum A.
5. DEED; TITLE INSURANCE. The Property shall be conveyed by Warranty Deed (subject to the Permitted Exceptions), to be furnished at Seller's expense. Seller shall furnish a commitment, updated to a date after the Auction and prior to closing, for the issuance of a standard owner's title insurance policy in the amount of the purchase price insuring marketable title to the Property in Buyer's name, subject to standard exceptions, conditions and requirements and subject to the Permitted Exceptions (the "Final Title Commitment"). At closing, Seller shall pay for the cost of issuing a standard owner's title insurance policy in accordance with the Final Title Commitment.
6. PERMITTED EXCEPTIONS. Buyer agrees to accept title, title insurance and any survey subject to and notwithstanding any: (a) existing road, utility or drain; (b) visible or apparent use; (c) variation between a deeded boundary line and a fence line, field line, ditch line or other visible or apparent occupancy or occupancy line; (d) easement, condition, restriction or other matter (except liens) appearing of record; (e) outstanding right or severance as to minerals; (f) recorded oil and gas lease, active or not; (g) current property taxes and assessments; (h) matter disclosed in this Agreement; and/or (i) matter (except liens) referenced or depicted in the preliminary title insurance schedules and/or pre-auction survey described in Addendum A (collectively, the "Permitted Exceptions").
7. CLOSING. Closing shall be held on or before November 19, 2020 (or December 31, 2020 if the Property includes Tract 1), or as soon as possible, after the specified date, upon completion of the survey, if applicable, the Final Title Commitment and Seller's closing documents and upon satisfaction of all other conditions to closing set forth in this Agreement. The closing shall be held at the office of American Title Company of Lenawee, 142 N. Winter St., Adrian, Michigan, or otherwise as mutually agreed. If Seller is unable to convey the Property in conformance with the requirements of this Agreement, either party may terminate this Agreement by written notice to the other and, in the event of such termination by either party, Buyer shall receive the Earnest Money as Buyer's sole and exclusive remedy; provided, however, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure the nonconformity and Seller shall have the right to extend the closing date for a reasonable time in order to cure such nonconformity.
8. RISK OF LOSS. The Property shall be conveyed at closing in substantially its present condition, normal wear and tear excepted. Seller assumes the risk of loss and damage until closing. Seller's insurance may be canceled as of the closing date.
9. POSSESSION. Possession shall be delivered in accordance with Addendum A. Seller shall pay for all utilities until possession is delivered.
10. EXCLUDED ITEMS. Notwithstanding any other provision, the purchased "Property" does not include any structure or other item that is excluded or specifically not included according to this Agreement ("Excluded Items"). Propane tanks are excluded unless otherwise provided.
11. THE PROPERTY IS SOLD "AS IS, WHERE IS", WITHOUT ANY WARRANTY OF ANY KIND AS TO ITS CHARACTER OR CONDITION.
12. REMEDIES. In the event of a breach or default with respect to any obligation of Buyer under this Agreement ("Buyer Default"), including non-payment or ineffective payment of the Earnest Money, Seller shall have the right to recover 10% of the purchase price as liquidated damages and the right to give notice terminating Buyer's right to acquire the Property (without prejudice to the right to recover liquidated damages). Upon such termination, Seller shall have the absolute and unconditional right to re-sell the Property free and clear of any right or claim of Buyer. Buyer agrees that 10% of the purchase price is fairly proportionate to the amount of Seller's damages due to a Buyer Default, which damages would otherwise be uncertain and difficult to ascertain. If such liquidated damages are adjudicated as unenforceable, Seller may recover actual damages plus attorney fees and expenses. If this sale fails to close due to Seller's default: (a) Buyer shall have the right to demand and receive a refund of the Earnest Money and, upon such demand and receipt, this Agreement shall be terminated in all respects; or (b) at any time prior to such termination, Buyer may elect instead to seek specific performance. If this sale fails to close, the Earnest Money shall be retained in escrow pending disbursement instructions: (i) signed by both parties (or by one party authorizing disbursement to the other); or (ii) in a final court order. In the event of a Buyer Default, Buyer agrees to sign and deliver a release of the Earnest Money for payment of the liquidated damages due Seller and, if Buyer fails to do so, Seller shall have the right to recover (in addition to any other recovery) attorney's fees and other expenses thereafter incurred by Seller in seeking to enforce any right or remedy. In a lawsuit to enforce a right or remedy under this Agreement, the prevailing party shall recover attorneys' fees and expenses and ANY RIGHT TO A TRIAL BY JURY IS WAIVED.
13. GENERAL PROVISIONS. Auction Company and its affiliated agents represent only Seller, not Buyer. This Agreement binds and benefits the parties and their respective heirs, legal representatives and successors. Either party shall reasonably cooperate if the other party intends to structure the transfer or acquisition of the Property as part of a tax-deferred exchange under 26 U.S.C. § 1031. This Agreement constitutes the entire agreement between Buyer and Seller regarding the Property. The parties are not relying upon any other statement or promise and shall be bound by any purported oral modification or waiver. Time is of the essence. All provisions of this Agreement shall be construed together as a harmonious whole and shall survive the closing. This Agreement may be executed in multiple counterparts, all of which together shall constitute the same instrument. The electronic transmission of a signed counterpart via email, fax or a commonly-used electronic signature service such as DocuSign® shall have the same effect as the delivery of an original signature.
14. ACCEPTANCE DEADLINE. This offer shall be deemed automatically withdrawn and the Earnest Money shall be returned to Buyer if this offer is not accepted by Seller in writing on or before 11:59 pm on October 19, 2020.

Printed Name(s) of Buyer(s): _____

Signature(s) of Buyer(s): _____

Address: _____ Phone: _____

EARNEST MONEY in the amt. of \$ _____ received by: _____ on _____, 2020

ACCEPTED BY SELLER on this 19th day of October, 2020:

Sign: _____ (Samuel L. Delagrang) Sign: _____ (Keturah Delagrang)

EXHIBIT A

Revised Auction Tract Map

Buyer(s): _____

Seller(s): _____

Auction Date: October 19, 2020

E2 SE4 Sec. 19-T8S-R1E (Medina Twp.) in Lenawee County, Michigan



Boundary lines and/or acreages depicted in the marketing materials and auction tract maps, including this Exhibit A, are approximations and are provided for identification and illustration purposes only. They are not provided or intended as survey products or as authoritative representations of property boundaries and/or acreages.

Buyer(s): _____

Sellers: _____

ADDENDUM A

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.
Auction Marketing Specialists Nationwide

Date: October 19, 2020

Owners: Samuel L. Delagrang and Keturah Delagrang

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC. welcomes you to bid YOUR price on the real estate offered at this auction.

PART A - BIDDING PROCEDURES TO KEEP IN MIND:

1. All bidding is open to the public. You will need to raise your hand or call out your bid as the auctioneer asks for bids. It is easy! Don't be bashful! This is a one-time opportunity. Watch the auctioneer and his bid assistants. They will take your bid and will assist you with any questions.
2. A revised auction tract map is included in your Bidder's Packet as **Exhibit A**. You may bid on any tract or combination of tracts or the entire property. Bidding will remain open on individual tracts and combinations until the close of the auction.
3. Bidding will be on a lump sum basis. Minimum bids are at the auctioneer's discretion.
4. Bids are not conditional upon financing, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.
5. The Sellers are present and we anticipate that the top bid(s) at the close of the auction will be accepted. The final bid(s), however, are subject to the Sellers' acceptance or rejection.

PART B - TERMS OF SALE OUTLINED:

6. 10% of the purchase price is due as a cash down payment at the close of auction. A cashier's check or a personal or corporate check immediately negotiable is satisfactory for the down payment. The balance of the purchase price is due in cash at closing.
7. The closing will be scheduled in accordance with the Agreement to Purchase in your Bidder's Packet. If the purchase includes Tract 1, the targeted closing period is on or before December 31, 2020. Otherwise, the targeted closing period is on or before November 19, 2020.
8. The closing agent's fee for administering the closing will be shared equally (50:50) between Buyer and Sellers. Buyer will pay all costs of any loan obtained by Buyer.

9. As an update to the marketing materials, Sellers will pay the real estate taxes due in December 2020 (or the estimated amount thereof) at the time of closing in accordance with the Agreement to Purchase. Buyer will pay all subsequent real estate taxes.
10. As used herein, the phrase “Bailey Tile Project Assessments” refers to assessments against this farm for the Bailey tile reconstruction (Project 000150 Bailey Tile - ME and Project 000160 Bailey Tile, W Branch). There are five remaining annual installments totaling \$30,219.42 if paid over five years (including principal and interest). However, the entire outstanding balance due for the Bailey Tile Project Assessments shall be paid in full at the time of the closing(s).
11. Sellers shall pay all sums due for the Bailey Tile Project Assessments except the amounts allocated to the Buyer(s) according to this paragraph. Buyer(s) shall pay the total sum of \$18,046.57 at the time of the closing(s) to be applied towards payment of the Bailey Tile Project Assessments. If the property is purchased in multiple tracts, each Buyer shall pay the amount(s) allocated to the tract(s) purchased by such Buyer according to the following table:

Buyer’s Share of the Bailey Tile Project Assessments:

Tract 1:	Tract 2:	Tract 3:	Tract 4:
\$5,156.16	\$4,419.57	\$6,261.06	\$2,209.78

12. As an update to the marketing materials, Sellers will furnish owner’s title insurance at Sellers’ expense in accordance with Section 5 of the Agreement to Purchase.
13. The title is to be conveyed and the title insurance is to be issued free and clear of liens (except current taxes), but subject to all easements and all other “Permitted Exceptions” as defined in Section 6 of the Agreement to Purchase.
14. Preliminary title insurance schedules dated September 15, 2020 have been prepared by American Title Agency of Lenawee and are available to review in the auction display area, along with copies of the recorded documents listed as exceptions.
15. As a condition to closing, the parties’ obligations are contingent upon Sellers’ ability to satisfy the title company’s requirements for issuing a standard owner’s title insurance policy (other than requirements that are to be satisfied by Buyer).
16. Possession shall be delivered at closing. However, immediate access is available prior to closing in accordance with the terms of the Pre-Closing Access Addendum which is included in your Bidder’s Packet as **Addendum B**. This Addendum shall be signed by any Buyer who would like to begin farming or hunting activities prior to closing. In any event, Addendum B shall be signed by the Buyer of Tract 1 in order to facilitate the Buyer’s pre-closing work on the sewage disposal system and well, as provided below.
17. A pre-auction boundary survey dated April 14, 2020 has been prepared by Bartolo Surveying in which the entire auction property is shown to contain 85.789 total acres. A copy of the pre-auction survey is posted in the auction display area. If the entire

property is sold together as a whole unit, the pre-auction survey costs shall be shared equally (50:50) by Sellers and Buyer at closing.

18. If the entire property is not sold together as a whole unit:
- a. A new post-auction survey will be ordered by the Auction Company for each closing. The survey shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Sellers. Any survey of adjacent tracts purchased in combination will be for the perimeter only.
 - b. All costs of the pre-auction survey and post-auction surveys will be allocated between the respective closings and the portion allocated to each closing shall be shared equally (50:50) by Sellers and Buyer.
 - c. The purchase price shall be adjusted proportionately to reflect the difference, if any, between the acre estimates shown in Exhibit A and the gross acres shown in the post-auction survey, except that no such adjustment shall be made with respect to Tract 1 or any combination that includes Tract 1.
19. As shown in Exhibit A, the acre estimates have been revised for purposes of the auction as follows:

ACRE ESTIMATES (±)	Tract 1:	Tract 2:	Tract 3:	Tract 4:	Total:
Advertised / Brochure (±)	24	21	29	11	85
Revised / Exhibit A (±)	24.6	20.8	29.2	11.2	85.8

20. The acres shown in Exhibit A have been estimated based on: (a) the approximate total acres shown in the pre-auction survey; and (b) an approximate, provisional allocation between the potential new tracts. No warranty or authoritative representation is made as to the number of gross acres, tillable acres or wooded acres included with any tract or set of tracts.
21. Boundary lines and auction tract maps depicted in Exhibit A and the auction marketing materials are approximations provided for identification and illustration purposes only. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.
22. If any dispute arises prior to closing with respect to the location of any boundary, the Auction Company may (but shall not be required to) terminate the purchase contract by giving written notice of termination to Buyer, but only with the Sellers' consent. In the event of such termination, the earnest money shall be refunded to Buyer and the property may be re-sold free and clear of any claim of Buyer. In lieu of consenting to such termination, Sellers may elect instead to enforce the purchase contract according to its terms.
23. Advertised road frontages, square footages and dimensions are approximate. No warranty or authoritative representation is made as to the length of any road frontage or the size or dimensions of any building.

24. As a condition to closing, the parties' obligations are contingent upon satisfaction of all applicable requirements under Public Act 591 and final township approval of any new parcels created by the tract divisions. Sellers will have no obligation to grant further division rights under Public Act 591 in connection with any conveyance. Deeds shall be recorded in the order designated by the Sellers.
25. The following disclosures and obligations apply to any purchase that includes Tract 1:
- a. According to an Order to Vacate issued by the Lenawee County Health Department, the home on Tract 1 has unsafe and inadequate sewage disposal and water supply systems and is unfit for human habitation.
 - b. Each Bidder's Packet includes a Compliance Plan For Transfer of Property With Order to Vacate (hereinafter called the "Compliance Plan"). **The Compliance Plan shall be signed by the Buyer of Tract 1 concurrently with the execution of the purchase contract at the end of the auction.**
 - c. Buyer agrees to obtain all permits, perform and complete all corrective work, obtain all approvals and verifications and otherwise comply with all requirements of the Compliance Plan on or before December 18, 2020 and prior to closing.
 - d. Without limiting the foregoing provision, Buyer must: (i) install an onsite sewage disposal system in accordance with paragraphs 1 - 5 of the Compliance Plan; and (ii) upgrade or replace the existing well in accordance with paragraphs 6 - 13 of the Compliance Plan.
 - e. **Buyer understands that all such work and approvals must be completed at Buyer's sole expense before Buyer acquires title at closing.** Buyer shall have the right to enter upon the property prior to closing in accordance with Addendum B.
26. The property is subject to a Farmland Development Rights Agreement with the Michigan Department of Agriculture pursuant to PA 116 which expires at the end of 2024. With respect to each sale, the parties shall execute and deliver all documents required in order to complete the effective transfer of the Farmland Development Rights Agreement to Buyer, including a request for transfer and a request for approval of any applicable split. After closing, Buyer shall follow up as necessary to complete the transfer as soon as possible, including the execution and recording of a new agreement prepared by the Department of Agriculture. Buyer agrees to assume all obligations and honor all conditions and restrictions contained in the Farmland Development Rights Agreement and to assume responsibility for all payback and/or penalty provisions provided by law. Buyer shall indemnify and hold harmless Sellers from and against any sums due for tax credit and/or special assessment recapture as a result of termination, expiration and/or non-compliance after closing. This provision shall survive the closing.
27. The property has been taxed as qualified agricultural property and will be subject to recapture and adjustment if the property does not remain as such. Buyer shall be responsible for payment of any recapture tax that becomes due because of an act or omission of Buyer (such as a change in use or failure to file an affidavit with the register of deeds and assessor regarding continuation of the qualified use).

28. The sale of Tract 1 does not include the schoolhouse and horse shed now located on Tract 1 or the privies recently removed from Tract 1.
29. If the schoolhouse and horse shed have not been removed from Tract 1 prior to closing, the Buyer of Tract 1 agrees to acquire the purchased tract(s) subject to the rights of the owner(s) of the schoolhouse and horse shed and to cooperate with such owner(s), for a period of at least 30 days after the closing, regarding the removal of the schoolhouse and horse shed from Tract 1. The Buyer of Tract 1 shall have the right to enforce any right of ejection and/or other lawful remedy with respect to the schoolhouse and horse shed vis-a-vis the owner(s) thereof, but Buyer agrees to take no such enforcement action until at least 30 days after the closing. Sellers shall have no obligation to Buyer regarding the schoolhouse and horse shed.
30. Property information from various sources is available to review in the auction display area. Such information is provided subject to (and not as a substitute for) a prospective buyer's independent investigation and verification. Although believed to be from reliable sources, the Auction Company disclaims any warranty or liability for the information provided.
31. The Seller's Disclosure Statement and the lead-based paint disclosure form for the home are posted and shall be signed by the Buyer of Tract 1 at the end of the auction.
32. Your bids are to be based solely upon your inspection. All property is sold "AS IS" without any warranty. Without limiting the foregoing provisions, Sellers and Auction Company and their respective agents and representatives make no warranty or authoritative representation as to: (a) zoning matters; (b) whether or not the property qualifies for any particular use; (c) the availability or location of utilities; (d) the availability of any building permit, driveway permit, septic permit or any other permit; or (e) the accuracy of any materials or information prepared or provided by any third party regarding the auction and/or the property.
33. Upon the conclusion of bidding, the high bidder(s) shall execute the following documents which are included in each Bidder's Packet:
 - Agreement to Purchase, Exhibit A and this Addendum A (all high bidders);
 - Addendum B (if the bidder so elects or if the bid includes Tract 1); and
 - Compliance Plan (if the bid includes Tract 1).(Both Addendum B and the Compliance Plan must be signed by the high bidder with respect to Tract 1 or any combination that includes Tract 1.)
34. Schrader Real Estate and Auction Company, Inc. and its agents and representatives are exclusively the agents of the Sellers.

Thank you for your interest in this offering. If you have any questions, please feel free to talk to one of our representatives.

ANY ANNOUNCEMENTS MADE BY THE AUCTIONEER
TAKE PRECEDENCE OVER THIS PRINTED MATERIAL.

ADDENDUM B
PRE-CLOSING ACCESS ADDENDUM

This Addendum is executed in connection with an Agreement to Purchase, Exhibit A and Addendum A (collectively the "Purchase Agreement") pursuant to which the undersigned Buyer(s) (hereinafter "Buyer", whether one or more) has/have agreed to purchase from the undersigned Samuel L. Delagrang and Keturah Delagrang (collectively, "Seller") the real estate identified in the Purchase Agreement (the "Property"), being one or more of the tracts in Lenawee County, Michigan offered at the public auction conducted on October 19, 2020.

1. **Grant of License.** Upon execution of the Purchase Agreement and this Addendum and prior to Buyer's acquisition of title pursuant to the Purchase Agreement at closing (the "Closing"), Buyer shall have a license to enter upon the Property for the sole and limited purpose of conducting Authorized Activities, subject to the terms and conditions of this Addendum. This Addendum grants only a limited, temporary license under the terms and conditions stated herein. Nothing herein shall be construed to create or convey (and Buyer hereby disclaims) any leasehold interest, right of exclusive possession, or other legal or equitable interest in the Property by virtue of this Addendum.
2. **Authorized Activities.** As used herein, the term "Authorized Activities" refers to any of the following activities whether conducted by Buyer and/or Buyer's employee(s), independent contractor(s), agent(s), guest(s) and/or invitee(s):
 - (a) Normal fall and winter crop farming activities in preparation for the Spring 2021 crop, such as soil testing, fertilizer application and/or fall tillage (within existing field lines);
 - (b) In-season hunting of game species by Buyer and Buyer's guests in accordance with all applicable laws, rules and regulations; and
 - (c) If the Property includes Tract 1, any activities that are reasonably necessary or appropriate to perform and complete all corrective work required by the Compliance Plan For Transfer of Property With Order to Vacate which is to be executed by the Buyer concurrently herewith in accordance with the provisions of Addendum A.

Authorized Activities shall be conducted in compliance with all applicable laws, taking all reasonable measures and exercising all due care and diligence to prevent injury to person or damage to property. Until the Closing, Buyer shall not: (i) conduct or permit any activities on the Property other than the Authorized Activities; or (ii) make any alteration of or change to the Property other than alterations and/or changes that are contemplated by the description (and entailed by the performance) of Authorized Activities as defined above. Buyer assumes responsibility for all expenses incurred in connection with the Authorized Activities.

3. **Indemnification.** As a material part of the consideration for the license granted herein, Buyer hereby: (a) assumes all risk of Loss (as defined below); (b) waives and releases any claim against Seller for any Loss; and (c) agrees to defend, protect, indemnify and hold harmless Seller from and against (and to the extent paid by Seller, Buyer agrees to reimburse Seller for) any Loss and any and all liabilities, suits, actions, judgments, costs and expenses (including attorneys' fees and expenses) incurred by Seller in connection with any Loss. "Loss" means any injury to or death of any person and/or any damage to or loss of property (whether sustained by Buyer, Seller, or any other person or entity, and whether due to the fault of Buyer or others) directly or indirectly arising out of or resulting from or in any way connected with: (i) the Authorized Activities; (ii) the entry upon the Property by Buyer; (iii) the entry upon the Property by any other person in connection with the Authorized Activities and/or with the express, implied, actual or ostensive permission of Buyer; and/or (iv) any breach of or default with respect to any obligation of Buyer under this Addendum. Buyer's obligation under this paragraph shall survive notwithstanding: (A) Buyer's acquisition of the Property at a Closing; (B) the failure of Buyer to acquire the Property for any reason; and/or (C) the termination of the Purchase Agreement and/or this Addendum for any reason. If Buyer consists of more than one individual and/or entity, Buyer's obligations under this paragraph shall be joint and several as between each such individual and/or entity.
4. **Insurance.** Buyer shall have and maintain general liability insurance coverage of not less than \$1,000,000 insuring against claims for bodily injury, death and/or property damage occurring in connection with Buyer's activities at the Property. Buyer shall provide Seller with proof of such insurance prior to conducting any Authorized Activities and shall maintain such insurance until the Closing.
5. **Buyer's Failure to Acquire Property.** If for any reason Buyer fails to acquire the Property pursuant to the Purchase Agreement: (a) the rights of Buyer under this Addendum shall terminate immediately and automatically as of the earliest time that Seller is no longer obligated to sell the Property pursuant to the terms of the Purchase Agreement; and (b) Buyer shall not be entitled to any reimbursement for Buyer's time, expenses and/or inputs in connection with any Authorized Activities.
6. **Additional Limitations and Conditions.** This Addendum shall not be recorded. The rights granted to Buyer in this Addendum may not be assigned, sold, transferred, leased, pledged or mortgaged by Buyer. Until Closing, Seller reserves all rights and privileges that are not inconsistent with the limited rights specifically granted to Buyer in this Addendum.

BUYER: Printed Name(s): _____

Signature(s): _____ Date: _____

SELLER: _____
Samuel L. Delagrang (date) Keturah Delagrang (date)

COMPLIANCE PLAN FOR TRANSFER OF PROPERTY WITH ORDER TO VACATE

RE: Parcel Number(s) MEO 119 4280 00.

Subject: Ownership/Occupancy of Real Property located at: 10900 Munson Hwy., Hudson, Michigan 49247
Consisting of real estate and 1 Residential building with 6 bedrooms and a Farm Utility Building
(school house)

Legal Description:

E 1/2 OF SE1/4 SEC 19 T8S R1E

1/8/2016 COMB FROM MEO 119 4900 00

Notice was hereby given to Samuel and Keturah Delagrang by the Lenawee County Health Department that the above-described premise has, located and existing thereon, unsafe and inadequate sewage disposal and water supply systems, which is a serious and continuing health hazard.

Therefore, property located at 10900 Munson Hwy. has been posted as **“UNFIT FOR HUMAN HABITATION”** and ordered vacated within 30 days of receipt of an Order to Vacate notice consistent with Sections 5.2 of the Lenawee County Environmental Health Code. It is unlawful for any person to remove, deface, or destroy any posted notice declaring the premises **“UNFIT FOR HUMAN HABITATION”**. It is unlawful for any person to move into, reside in, or offer for rent, lease or sale, a dwelling which has been declared by the Health Officer to be unfit for human habitation until such dwelling has been brought into compliance with the Lenawee County Environmental Health Code.

I/We, _____, have an agreement to purchase the property located at 10900 Munson Hwy. I/We understand that this dwelling has an Order to Vacate and posted Unfit for Human Habitation due to, unsafe and inadequate sewage disposal and water supply systems, which is a serious and continuing health hazard. I understand that approved systems for both onsite sewage disposal and onsite water supply are required to be installed and verified by the Lenawee County Health Department prior to removal of the Vacate Order.

I/We understand that the dwelling cannot be occupied until the dwelling has been brought into compliance with the Lenawee County Health Department Environmental Health Code and the Order to Vacate has been lifted by the Lenawee County Health Department.

I/We agree to do the following so that I/We may purchase the dwelling and posted property located at 10900 Munson Hwy. For the purchase of the above identified property, I agree:

1. To complete all the requirements set forth in this compliance plan as provided by the Lenawee County Health Department.
2. To install the onsite sewage disposal system in accordance with the Lenawee County Health Department Environmental Health Code, and as outlined on the Lenawee County Health Department Addendum to Sewage Disposal System Construction Permit Application (henceforth referred to as “sewage disposal addendum”) within 60 days of the signing of the purchase agreement for this property.
3. I understand that inspections of the onsite sewage disposal system are required during the construction process to verify that the sewage disposal system is being installed as outlined on the sewage disposal addendum. I agree to allow Lenawee County Health Department staff to access the property in order to conduct the inspection(s) necessary to obtain final approval by Lenawee County Health Department.
4. I shall sever and maintain severed the illicit connection of the existing septic tank to the county drain. I shall provide the Lenawee County Health Department with a log that states the illicit connect of raw sewage from the exiting septic tank to the county drain has been disconnected as part of the final approval process for the replacement sewage disposal system to serve the dwelling. All raw sewage will be disposed of through the newly installed sewage disposal system.
5. To obtain final approval for the installation of the onsite sewage disposal system as outlined on the sewage disposal addendum within 60 days of the signing of the purchase agreement for this property.
6. I agree to install the onsite water supply system in accordance with the Lenawee County Health Department Environmental Health Code, and as outlined in the Groundwater Quality Control rules Part 127.
7. I will install an approved submersible pump in the existing well, extend the existing well casing above grade at least 12 inches with an approved water well casing material, install an approved well cap and electrical conduit, install an approved pressure tank, raw water sample tap, and pressure relief valve and I will fill in the unapproved well pit surrounding the existing well.
8. I will install a raw water sample tap in accordance with Groundwater Quality Control Rules Part 127 with a downward turned faucet located at least 8 inches above the ground.

9. I shall provide the Lenawee County Health Department with a partial well log indicating the corrective actions specified above in items #7 and #8 have been completed. This work shall be completed within 60 days of the signing of the purchase agreement for this property.
10. I shall install and maintain electricity (electrical power) to operate the submersible well pump, the sewage effluent pump and the audio/visual alarm system as required on the sewage disposal addendum and as outlined in the Lenawee County Health Department Environmental Health Code within 60 days of the signing of the purchase agreement for this property. Electricity to these pumps will be maintained as long as the dwelling is occupied.
11. If the repairs to the existing well cannot be made in such a manner to be compliant with the Groundwater Quality Rules Part 127, then I agree that a replacement well shall be installed in accordance with the Lenawee County Health Department Environmental Health Code, the Lenawee County Health Department Addendum to Water supply construction Permit Application, and as outlined in the Groundwater Quality Control Rules Part 127 within 60 days of the signing of the purchase agreement for this property.
12. I understand that a well pit is not approved and shall not be constructed for the existing well or any other new or replacement well serving the property.
13. I shall provide the Lenawee County Health Department with a copy of a nondetect coliform bacteria water sample collected from a fixture within the dwelling located at 10900 Munson Hwy within 30 days of the completion of the work on the well. The water sample shall be taken after the well pump has been connected to electricity, which supplies running water into the home.
14. I shall not occupy any buildings on the property that have been designated as farm utility buildings by the Medina Township Assessor. I understand that this includes the building formerly used as a school house, located on the south east corner of the property, near the intersection of Ridgeville Rd and Munson Hwy.
15. I agree to obtain all applicable permits and approvals prior to constructing or occupying any additional structures on this property.
16. I shall not permit the change of use of any of the buildings on this property without first obtaining the approval of the Lenawee County Health Department for the change of use. Change of use will include the installation of safe and adequate onsite sewage disposal and water supply systems as outlined in the Lenawee County Environmental Health Code for any building with a proposed use.
17. I shall properly abandon any outhouse/privy constructed on the property and shall not modify or install any outhouse/privy on the above identified property unless approval for the installation/modification has been permitted by the Lenawee County Health Department. A written log of abandonment verifying the abandonment of the existing home and school house privies shall be provided to this department prior to the final approval of the water supply and sewage disposal systems, and prior to the purchase of this property.
18. All corrections shall be made and verified by the Lenawee County Health Department prior to the occupancy of the dwelling and prior to the removal of the order to vacate. The sale of this property shall not be closed until all corrections are verified and the order to vacate has been removed by the Lenawee County Health Department.
19. Pay a fee of \$250 to the Lenawee County Health Department for the removal of the Unfit for Human Habitation posting of the dwelling located at 10900 Munson Hwy.
20. I agree that the property can not be occupied until the Order to Vacate and the Unfit for Human Habitation posting of the dwelling has been removed.

Any person who shall fail to comply with any provision of the Lenawee County Environmental Health Code may be guilty of a misdemeanor and upon conviction may be punished by a fine not exceeding the sum of five hundred dollars (\$500) or by imprisonment in the county jail not exceeding ninety (90) days, or both fine and imprisonment at the discretion of the court.

Purchaser(s) of Property

Date

Martha Hall, REHS/RS MPH
Lenawee County Health Officer

Date

Subscribed and sworn to before me this ____ day of _____, _____ in the City of _____, County of _____, State of Michigan.

, Notary Public

My commission expires: _____
County of _____>
State of Michigan>

Drafted by (Name and Address):

Cindy Merritt
Deputy Environmental Health Director

Lenawee County Health Department
1040 South Winter Street, Ste. 2328
Adrian, MI 49221

c: Medina Township
Lenawee County Equalization Department
Owner