

INFORMATION BOOK



THURSDAY, OCTOBER 14 • 6PM

Held at Occasions Hall in Tecumseh, MI



SCHRADER 800.451.2709 3% Buyers Premium 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.

OWNERS: High Country Farm, LLC



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 12 individual tracts, any combination of tracts (subject to "swing" tract limitations) & as a total $99 \pm$ 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.

BUYER'S PREMIUM: A 3% Buyer's Premium will be added to the final bid price & included in the contract purchase price.

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: Seller shall provide Warranty Deed(s).

CLOSING: The balance of the real estate purchase price is due at closing, which will take place approximately 45 days after the auction, on or before Dec 1, 2021. Administrative closing fees shall be split 50/50 between buyer

& seller

POSSESSION: Possession is at closing, subject to the tenant harvesting the growing corn crop.

REAL ESTATE TAXES: Seller shall pay 2021 property taxes, buyer shall pay 2022 taxes & beyond.

TILLABLE ACRES: the tillable acres have been estimated based on GIS field maps. For purposes of the brochure acres have been rounded.

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

LAND DIVISION APPLICATION: Tracts 5-12 boundaries are subject to land division applications being filed upon completion of the auction.

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.

BOOKLET INDEX

- BIDDER REGISTRATION FORMS
- LOCATION & TRACT MAPS
- MAPS
- COUNTY TAX INFORMATION
- SOIL & SEPTIC
- BUILDING RESTRICTIONS & CODES
- PRELIMINARY TITLE
- PHOTOS



REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

THURSDAY, OCTOBER 14, 2021 99 ACRES – TECUMSEH, 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 Thursday, October 7, 2021. 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	UCTION?			
☐ Brochure ☐ Newspaper ☐ Signs ☐ Internet ☐ Radio	o □ TV □ Friend			
□ Other				
WOULD YOU LIKE TO BE NOTIFIED OF FUT	TURE AUCTIONS?			
□ Regular Mail □ E-Mail				
☐ Tillable ☐ Pasture ☐ Ranch ☐ Timber ☐ Recreation	onal Building Sites			
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 am Real Estate and Auction Company, Inc. represents the Seller in this transaction	the successful bidder. Schrader			
Signature: Da	ate:			

Online Auction Bidder Registration 99± Acres • Lewanee County, Michigan Thursday, October 14, 2021

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 Thursday, October 14, 2021 at 6:00 PM.
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

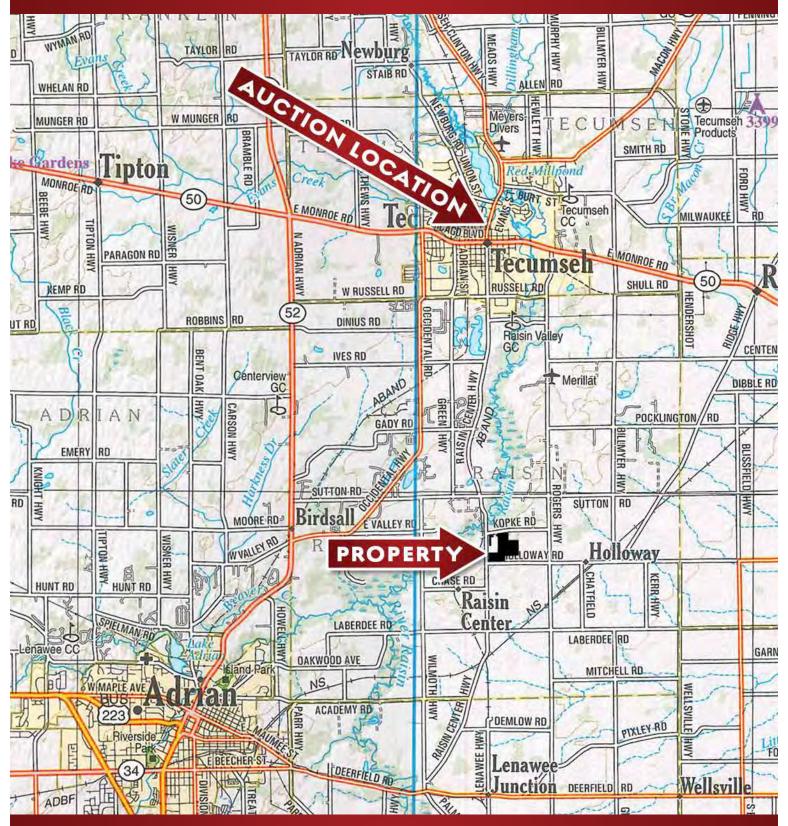
Phone 260-244-7606; Fax 260-244-4431; email: auctions@schraderauction.com

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

7.	7. My bank routing number is and ban	k account number is
	(This for return of your deposit money). My bank name,	
8.	8. TECHNOLOGY DISCLAIMER: Schrader Real Estate partners and vendors, make no warranty or guarantee function as designed on the day of sale. Technical problem technical problem occurs and you are not able to plate Schrader Real Estate and Auction Co., Inc., its affiliates liable or responsible for any claim of loss, whether a technical failure. I acknowledge that I am accepting this auction over the Internet <i>in lieu of actually attending the</i> me.	e that the online bidding system will lems can and sometimes do occur. If a ace your bid during the live auction, partners and vendors will not be held actual or potential, as a result of the offer to place bids during a live outcry
9.	9. This document and your deposit money must be receive & Auction Co., Inc. by 4:00 PM, Thursday, October this form via fax or email to: 260-244-4431 or auctions 6	7, 2021. Send your deposit and return
I under	derstand and agree to the above statements.	
Regist	gistered Bidder's signature	Date
Printed	nted Name	
This d	s document must be completed in full.	
_	on receipt of this completed form and your deposit mone I password via e-mail. Please confirm your e-mail addres	
E-mail	nail address of registered bidder:	
conver	ank you for your cooperation. We hope your online bidding evenient. If you have any comments or suggestions, please se in@schraderauction.com or call Kevin Jordan at 260-244-76	end them to:

LOCATION & TRACT MAPS

LOCATION & TRACT MAPS

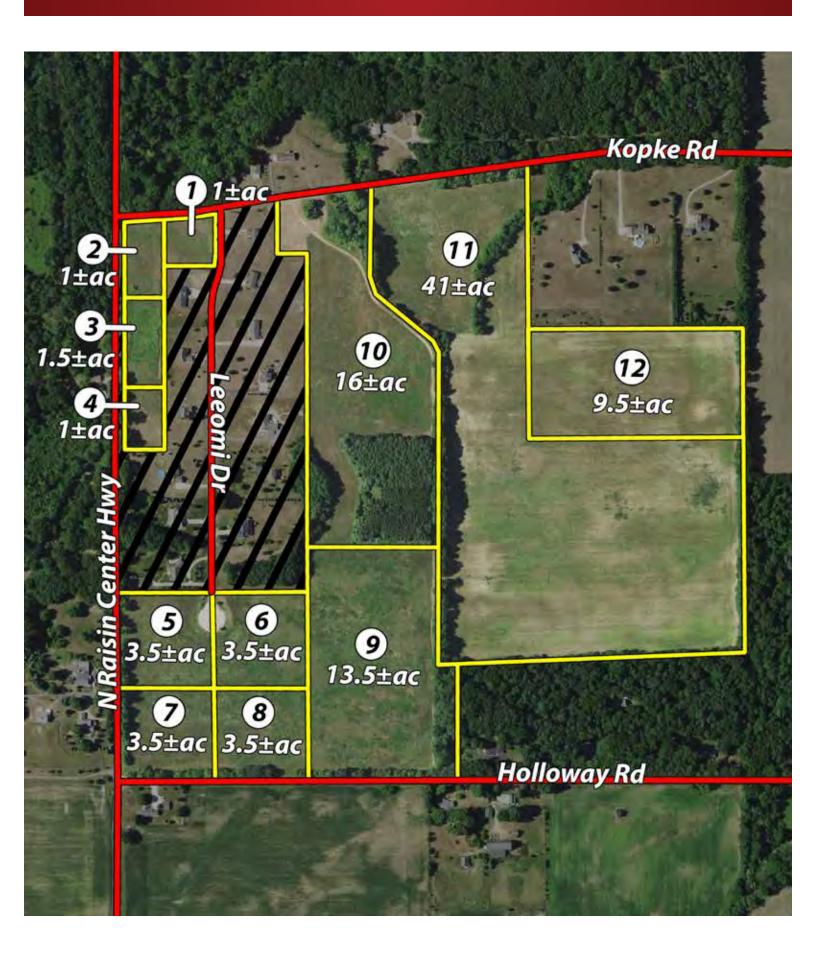


AUCTION LOCATION: Occasions Hall • 313 N Evans St, Tecumseh, MI 49286

PROPERTY LOCATION: From Adrian - At the intersection of SR 52 and US 223, head North on SR 52 for 5 miles, then turn right onto Sutton Rd. Head East on Sutton Rd for 3 miles, then turn right to head South on N Raisin Center Hwy for half a mile. The property will be on your left.

From Tecumseh - At the intersection of SR 50 and N Raisin Center Hwy, go south on N Raisin Center Hwy for 4.5 miles. The property will be on your left.

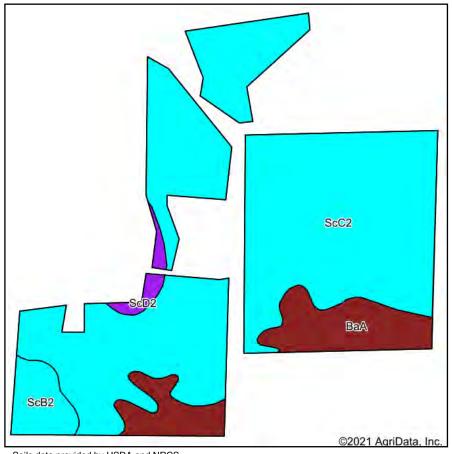
LOCATION & TRACT MAPS

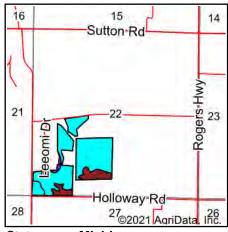


MAPS

TILLABLE SOILS MAP

Soils Map





Michigan State: County: Lenawee Location: 22-6S-4E Township: Raisin 73.17 Acres: Date: 7/1/2021







Soils data provided by USDA and NRCS.

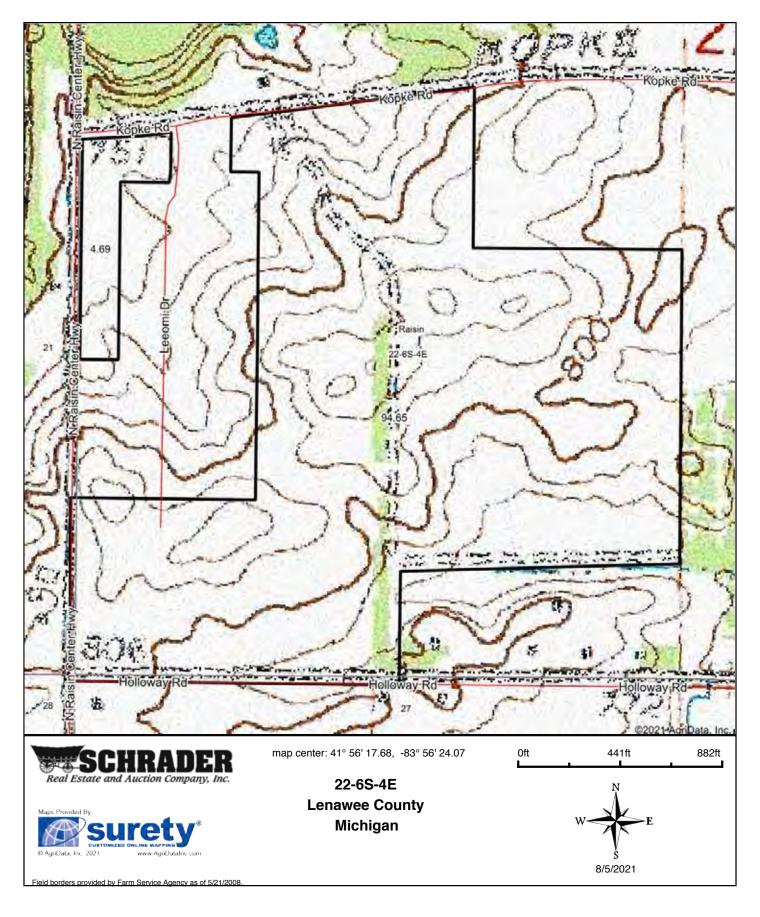
	, and the provided by 6557 this in 1655.												
Area S	rea Symbol: MI091, Soil Area Version: 16												
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Irr Class *c	Corn	Corn Irrigated	Soybeans	Soybeans Irrigated	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Soybeans
ScC2	Spinks, Boyer, Plainfield, and Hillsdale soils, 7 to 15 percent slopes, moderately eroded	59.00	80.6%		Ille	IIIe	65	150	20	50	55	55	36
BaA	Barry sandy loam, overwashed, 0 to 3 percent slopes	9.77	13.4%		llw		120		35		66	64	66
ScB2	Spinks, Boyer, Plainfield, and Hillsdale soils, 3 to 7 percent slopes, moderately eroded	3.29	4.5%		IIIs	IIIs	75	165	27	50	57	57	38
ScD2	Spinks, Boyer, Plainfield, and Hillsdale soils, 12 to 25 percent slopes, moderately eroded	1.11	1.5%		VIIe						49	49	30
	•			W	eighted <i>F</i>	verage	71.8	128.4	22	42.6	*n 56.5	*n 56.2	*n 40

^{*}n: The aggregation method is "Weighted Average using all components" *c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

TOPOGRAPHY MAP

Topography Map



Tract 1

Parcel Number - RA0-573-0010-00 | Lenawee County | BS&A Online

7/21/21, 11:57 AM

Assessed Value: \$18,000 1	Taxable Value: \$882	> Prop	erty Tax information found	
Owner and Taxpayer	Information			
Owner	HIGH COUNTRY FARM LLC 2373 E CLEARVIEW DR ADRIAN, MI 49221	Taxpayer	SEE OWNER INFORMATIO	N
General Information for	or Tax Year 2021			
Property Class School District	RESIDENTIAL-VACANT TECUMSEH PUBLIC SCHOOLS	Unit Assessed Value	RA0 RAISIN TOWNSHIP \$18,000	
Map Number User Number Index User Alpha 1 User Alpha 3	0	Taxable Value State Equalized Value Date of Last Name Cha Notes	\$882 \$18,000 ange 06/30/2014	
Historical District User Alpha 2 Principal Residence	Exemption Information	Census Block Group Exemption		
Homestead Date	No Data to Display	_		
Principal Residence Exe	mption		June 1st	Fi
2021			0.0000 %	0.0000
Previous Year Inform	nation			
1		MBOR Assessed	Final SEV	Final Tau
Year		WIDOR Assessed	Filial SEV	Final Tax
2020		\$16,000	\$16,000	St
2020		\$16,000 \$13,500	\$16,000 \$13,500	
2020 2019 2018		\$16,000 \$13,500 \$13,500	\$16,000 \$13,500 \$13,500	\$6
2019 2018		\$13,500	\$13,500	\$8
2019 2018 and Information	40.4	\$13,500 \$13,500	\$13,500 \$13,500	\$8
2019 2018 and Information Zoning Code Land Value	AG-1 \$36,000	\$13,500 \$13,500 Total Acres Land Improvements	\$13,500 \$13,500 1.014 \$0	\$8
2019 2018 Land Information Zoning Code Land Value	\$36,000 No	\$13,500 \$13,500 Total Acres Land Improvements Renaissance Zone Exp	\$13,500 \$13,500 1.014 \$0	\$8
2019 2018 and Information Zoning Code Land Value Renaissance Zone	\$36,000	\$13,500 \$13,500 Total Acres Land Improvements Renaissance Zone Exp	\$13,500 \$13,500 1.014 \$0	\$8
2019 2018 Land Information	\$36,000 No 4000 VACANT PARCELS AG (RES	\$13,500 \$13,500 Total Acres Land Improvements Renaissance Zone Exp	\$13,500 \$13,500 1.014 \$0	\$8
2019 2018 Land Information Zoning Code Land Value Renaissance Zone ECF Neighborhood Lot Dimensions/Comment Lot(s)	\$36,000 No 4000 VACANT PARCELS AG (RES	\$13,500 \$13,500 Total Acres Land Improvements Renaissance Zone Exp Date Mortgage Code Neighborhood Enterpri	\$13,500 \$13,500 1.014 \$0 piration	\$8
2019 2018 and Information Zoning Code Land Value Renaissance Zone ECF Neighborhood Lot Dimensions/Commen	\$36,000 No 4000 VACANT PARCELS AG (RES	\$13,500 \$13,500 Total Acres Land Improvements Renaissance Zone Exp Date Mortgage Code Neighborhood Enterprizone Frontage	\$13,500 \$13,500 1.014 \$0 piration	\$6 \$6
2019 2018 Land Information Zoning Code Land Value Renaissance Zone ECF Neighborhood Lot Dimensions/Comment Lot(s) No lots found.	\$36,000 No 4000 VACANT PARCELS AG (RES	\$13,500 \$13,500 Total Acres Land Improvements Renaissance Zone Exp Date Mortgage Code Neighborhood Enterprizone	\$13,500 \$13,500 1.014 \$0 piration	\$6 \$6
2019 2018 Land Information Zoning Code Land Value Renaissance Zone ECF Neighborhood Lot Dimensions/Comment Lot(s) No lots found.	\$36,000 No 4000 VACANT PARCELS AG (RES	\$13,500 \$13,500 Total Acres Land Improvements Renaissance Zone Exp Date & Mortgage Code Neighborhood Enterprizone Frontage Total Frontage: 0.00 ft	\$13,500 \$13,500 1.014 \$0 piration	\$8 \$8 \$8 De

Tract 1

Parcel Number - RA0-573-0010-00 | Lenawee County | BS&A Online

7/21/21, 11:57 AM

Date Form Filed		Unallocated Div.s of Parent 0
Date Created	10/30/2007	Unallocated Div.s Transferred 0
Acreage of Parent	5.91	Rights Were Transferred
Split Number	0	Courtesy Split
Parent Parcel	RA0-122-3175-00	

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
06/29/2015	\$0.00	ОТН	HIGH COUNTRY FARM LLC	MI DEPT OF TREASURY	21-NOT USED	2509-696
06/25/2015	\$1.00	QC	SPOHR, GALE B, ETAL	HIGH COUNTRY FARM LLC	21-NOT USED	2509-695
06/14/2014	\$0.00	ОТН	SPOHR, NAOMI RUTH, DEC'D		07-DEATH CERTIFICATE	2490-526
11/27/2013	\$0.00	QC	SPOHR, NAOMI R	SPOHR, NAOMI R, L/E	18-LIFE ESTATE	2483-119
08/24/2013	\$0.00	QC	SPOHR, LEE W & NAOMI R, TRUSTS	SPOHR, NAOMI R	21-NOT USED	2483-118
04/16/2013	\$0.00	ОТН	SPOHR, LEE WILLIAM, DEC'D		07-DEATH CERTIFICATE	2473-918

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Tract 2

Parcel Number - RA0-573-0020-00 | Lenawee County | BS&A Online

7/21/21, 11:55 AM

ummanı Information				
ummary Information Assessed Value: \$18,000	Taxable Value: \$1,034	> Prope	erty Tax information found	
Owner and Taxpayer	Information			
Owner	HIGH COUNTRY FARM LLC 2373 E CLEARVIEW DR ADRIAN, MI 49221	Taxpayer	SEE OWNER INFORMATIO	N
General Information f	for Tax Year 2021			
Property Class School District	RESIDENTIAL-VACANT TECUMSEH PUBLIC SCHOOLS	Unit Assessed Value	RA0 RAISIN TOWNSHIP \$18,000	
Map Number User Number Index User Alpha 1 User Alpha 3	0	Taxable Value State Equalized Value Date of Last Name Cha Notes	\$1,034 \$18,000 unge 06/30/2014	
Historical District User Alpha 2		Census Block Group Exemption		
Principal Residence Exe	· 		June 1st 0.0000 %	
	nation	MBOR Assessed		0.0000
2021 Previous Year Inform	nation	MBOR Assessed \$16,000	0.0000 %	0.000i Final Tax
2021 Previous Year Inform Year	nation		0.0000 % Final SEV	0.000 Final Tax \$1,
Previous Year Inform Year 2020	nation	\$16,000	0.0000 % Final SEV \$16,000	0.000i Final Tax \$1, \$1,
2021 Previous Year Inform Year 2020 2019 2018	nation	\$16,000 \$13,500	0.0000 % Final SEV \$16,000 \$13,500	0.0000 Final Tax \$1,
Previous Year Inform Year 2020 2019 2018 Land Information Zoning Code Land Value	AG-1 \$36,000	\$16,000 \$13,500 \$13,500 Total Acres Land Improvements	0.0000 % Final SEV \$16,000 \$13,500 \$13,500	0.0000 Final Tax \$1,
Previous Year Inform Year 2020 2019 2018 Land Information Zoning Code	nation AG-1	\$16,000 \$13,500 \$13,500 Total Acres Land Improvements Renaissance Zone Exp	0.0000 % Final SEV \$16,000 \$13,500 \$13,500	0.0000 Final Tax \$1,
Previous Year Inform Year 2020 2019 2018 Land Information Zoning Code Land Value Renaissance Zone	AG-1 \$36,000 No 4000 VACANT PARCELS AG & RES	\$16,000 \$13,500 \$13,500 Total Acres Land Improvements Renaissance Zone Exp	0.0000 % Final SEV \$16,000 \$13,500 \$13,500 1.236 \$0	0.0000 Final Tax \$1,
Previous Year Inform Year 2020 2019 2018 Land Information Zoning Code Land Value Renaissance Zone ECF Neighborhood	AG-1 \$36,000 No 4000 VACANT PARCELS AG & RES	\$16,000 \$13,500 \$13,500 Total Acres Land Improvements Renaissance Zone Exp Date Mortgage Code Neighborhood Enterpri	0.0000 % Final SEV \$16,000 \$13,500 \$13,500 1.236 \$0 iration	0.0000 Final Tax \$1,4 \$1,6
Previous Year Inform Year 2020 2019 2018 Land Information Zoning Code Land Value Renaissance Zone ECF Neighborhood Lot Dimensions/Comme	AG-1 \$36,000 No 4000 VACANT PARCELS AG & RES	\$16,000 \$13,500 \$13,500 Total Acres Land Improvements Renaissance Zone Exp Date & Mortgage Code Neighborhood Enterpri Zone Frontage	0.0000 % Final SEV \$16,000 \$13,500 \$13,500 1.236 \$0 iration	Final Tax \$1,1 \$1,1 \$1,2 \$1,2 \$1,2 \$1,2 \$1,2 \$1,2
Previous Year Inform Year 2020 2019 2018 Land Information Zoning Code Land Value Renaissance Zone ECF Neighborhood Lot Dimensions/Comme Lot(s) No lots found.	AG-1 \$36,000 No 4000 VACANT PARCELS AG & RES	\$16,000 \$13,500 \$13,500 Total Acres Land Improvements Renaissance Zone Exp Date Mortgage Code Neighborhood Enterpri	0.0000 % Final SEV \$16,000 \$13,500 \$13,500 1.236 \$0 iration	0.0000 Final Tax \$1, \$1,
Previous Year Inform Year 2020 2019 2018 Land Information Zoning Code Land Value Renaissance Zone ECF Neighborhood Lot Dimensions/Comme Lot(s) No lots found.	AG-1 \$36,000 No 4000 VACANT PARCELS AG & RES	\$16,000 \$13,500 \$13,500 Total Acres Land Improvements Renaissance Zone Exp Date & Mortgage Code Neighborhood Enterpri Zone Frontage Total Frontage: 0.00 ft	0.0000 % Final SEV \$16,000 \$13,500 \$13,500 1.236 \$0 iration	0.0000 Final Tax \$1, \$1,

Tract 2

Parcel Number - RA0-573-0020-00 | Lenawee County | BS&A Online

7/21/21, 11:55 AM

Date Form Filed		Unallocated Div.s of Parent 0
Date Created	10/30/2007	Unallocated Div.s Transferred 0
Acreage of Parent	5.91	Rights Were Transferred
Split Number	0	Courtesy Split
Parent Parcel	RA0-122-3175-00	

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08/24/2013	\$0.00	QC	SPOHR, LEE W & NAOMI R, TRUSTS	SPOHR, NAOMI R	21-NOT USED	2483-118
04/16/2013	\$0.00	ОТН	SPOHR, LEE WILLIAM, DEC'D		07-DEATH CERTIFICATE	2473-918

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Tract 3

Parcel Number - RA0-573-0030-00 | Lenawee County | BS&A Online

7/21/21, 12:05 PM

ummary Information				
Assessed Value: \$18,000	Taxable Value: \$1,154	> Prop	erty Tax information found	
Owner and Taxpayer	Information			
Owner	HIGH COUNTRY FARM LLC 2373 E CLEARVIEW DR ADRIAN, MI 49221	Taxpayer	SEE OWNER INFORMATIO	N
General Information f	for Tax Year 2021			
Property Class School District	RESIDENTIAL-VACANT TECUMSEH PUBLIC SCHOOLS	Unit Assessed Value	RA0 RAISIN TOWNSHIP \$18,000	
Map Number User Number Index User Alpha 1 User Alpha 3	0	Taxable Value State Equalized Value Date of Last Name Cha Notes	\$1,154 \$18,000 unge 06/30/2014	
Historical District User Alpha 2	Exemption Information	Census Block Group Exemption		
Principal Residence Exe	emption		June 1st 0.0000 %	
2021 Previous Year Inform	nation	MROP Assessed	0.0000 %	0.0000
2021	nation	MBOR Assessed \$16,000		0.000 Final Tax
2021 Previous Year Inform Year	nation		0.0000 %	0.000 Final Tax \$1,
Previous Year Inform Year 2020	nation	\$16,000	0.0000 % Final SEV \$16,000	0.000i Final Tax \$1, \$1,
2021 Previous Year Inform Year 2020 2019 2018	nation	\$16,000 \$13,500	0.0000 % Final SEV \$16,000 \$13,500	0.000i Final Tax \$1, \$1,
Previous Year Inform Year 2020 2019 2018 Land Information Zoning Code Land Value	AG-1 \$36,000	\$16,000 \$13,500 \$13,500 Total Acres Land Improvements	0.0000 % Final SEV \$16,000 \$13,500 \$13,500	0.000i Final Tax \$1, \$1,
Previous Year Inform Year 2020 2019 2018 and Information Zoning Code Land Value Renaissance Zone	nation AG-1	\$16,000 \$13,500 \$13,500 Total Acres Land Improvements Renaissance Zone Exp	0.0000 % Final SEV \$16,000 \$13,500 \$13,500	0.000i Final Tax \$1, \$1,
Previous Year Inform Year 2020 2019 2018 Land Information Zoning Code Land Value	AG-1 \$36,000 No 4000 VACANT PARCELS AG & RES	\$16,000 \$13,500 \$13,500 Total Acres Land Improvements Renaissance Zone Exp Date Mortgage Code Neighborhood Enterpri	0.0000 % Final SEV \$16,000 \$13,500 \$13,500 1.407 \$0	Final Tax \$1, \$1,
Previous Year Inform Year 2020 2019 2018 Land Information Zoning Code Land Value Renaissance Zone ECF Neighborhood	AG-1 \$36,000 No 4000 VACANT PARCELS AG & RES	\$16,000 \$13,500 \$13,500 Total Acres Land Improvements Renaissance Zone Exp Date & Mortgage Code	0.0000 % Final SEV \$16,000 \$13,500 \$13,500 1.407 \$0 iration	0.000d
Previous Year Inform Year 2020 2019 2018 Land Information Zoning Code Land Value Renaissance Zone ECF Neighborhood Lot Dimensions/Comme	AG-1 \$36,000 No 4000 VACANT PARCELS AG & RES	\$16,000 \$13,500 \$13,500 Total Acres Land Improvements Renaissance Zone Exp Date Mortgage Code Neighborhood Enterpri	0.0000 % Final SEV \$16,000 \$13,500 \$13,500 1.407 \$0 iration	0.000d
Previous Year Inform Year 2020 2019 2018 Land Information Zoning Code Land Value Renaissance Zone ECF Neighborhood Lot Dimensions/Comme	AG-1 \$36,000 No 4000 VACANT PARCELS AG & RES	\$16,000 \$13,500 \$13,500 Total Acres Land Improvements Renaissance Zone Exp Date Mortgage Code Neighborhood Enterpri	0.0000 % Final SEV \$16,000 \$13,500 \$13,500 1.407 \$0 iration	9.0000 Final Tax \$1, \$1,
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Tract 3

Parcel Number - RAO-573-0030-00 | Lenawee County | BS&A Online

7/21/21, 12:05 PM

Date Form Filed		Unallocated Div.s of Parent 0
Date Created	10/30/2007	Unallocated Div.s Transferred 0
Acreage of Parent	5.91	Rights Were Transferred
Split Number	0	Courtesy Split
Parent Parcel	RA0-122-3175-00	

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
06/29/2015	\$0.00	ОТН	HIGH COUNTRY FARM LLC	MI DEPT OF TREASURY	21-NOT USED	2509-696
06/25/2015	\$1.00	QC	SPOHR, GALE B, ETAL	HIGH COUNTRY FARM LLC	21-NOT USED	2509-695
06/14/2014	\$0.00	ОТН	SPOHR, NAOMI RUTH, DEC'D		07-DEATH CERTIFICATE	2490-526
11/27/2013	\$0.00	QC	SPOHR, NAOMI R	SPOHR, NAOMI R, L/E	18-LIFE ESTATE	2483-119
08/24/2013	\$0.00	QC	SPOHR, LEE W & NAOMI R, TRUSTS	SPOHR, NAOMI R	21-NOT USED	2483-118
04/16/2013	\$0.00	OTH	SPOHR, LEE WILLIAM, DEC'D		07-DEATH CERTIFICATE	2473-918

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Tract 4

Parcel Number - RA0-573-0040-00 | Lenawee County | BS&A Online

7/21/21, 1:20 PM

ummary Information				
ummary Information Assessed Value: \$18,000	Taxable Value: \$874	> Prop	erty Tax information found	
Owner and Taxpayer	Information			
Owner	HIGH COUNTRY FARM LLC 2373 E CLEARVIEW DR ADRIAN, MI 49221	Taxpayer	SEE OWNER INFORMATIO	DN .
General Information f	for Tax Year 2021			
Property Class School District	RESIDENTIAL-VACANT TECUMSEH PUBLIC SCHOOLS	Unit Assessed Value	RA0 RAISIN TOWNSHIP \$18,000	
Map Number User Number Index User Alpha 1 User Alpha 3	0	Taxable Value State Equalized Value Date of Last Name Cha Notes	\$874 \$18,000 ange 06/30/2014	
Historical District User Alpha 2	Exemption Information	Census Block Group Exemption		
Drinning Danislands Free			luna dat	
Principal Residence Exe	· 		June 1st 0.0000 %	
·	nation	MBOR Assessed		0.0000
2021 Previous Year Inform	nation	MBOR Assessed \$16,000	0.0000 %	0.000 Final Tax
2021 Previous Year Inform Year	nation		0.0000 %	0.000 Final Tax \$
Previous Year Inform Year 2020	nation	\$16,000	0.0000 % Final SEV \$16,000	0.000 Final Tax \$
2021 Previous Year Inform Year 2020 2019 2018	nation	\$16,000 \$13,500	0.0000 % Final SEV \$16,000 \$13,500	0.000i Final Tax \$
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Previous Year Inform Year 2020 2019 2018 Land Information Zoning Code Land Value Renaissance Zone ECF Neighborhood Lot Dimensions/Comme	AG-1 \$36,000 No 4000 VACANT PARCELS AG & RES	\$16,000 \$13,500 \$13,500 Total Acres Land Improvements Renaissance Zone Exp Date Mortgage Code Neighborhood Enterpri	0.0000 % Final SEV \$16,000 \$13,500 \$13,500 1.006 \$0 piration ise No	\$ \$
Previous Year Inform Year 2020 2019 2018 Land Information Zoning Code Land Value Renaissance Zone ECF Neighborhood Lot Dimensions/Comme	AG-1 \$36,000 No 4000 VACANT PARCELS AG & RES	\$16,000 \$13,500 \$13,500 Total Acres Land Improvements Renaissance Zone Exp Date & Mortgage Code Neighborhood Enterprizone Frontage	0.0000 % Final SEV \$16,000 \$13,500 \$13,500 1.006 \$0 piration ise No	Final Tax \$ \$ \$

Tract 4

Parcel Number - RAO-573-0040-00 | Lenawee County | BS&A Online

7/21/21, 1:20 PM

Date Form Filed		Unallocated Div.s of Parent 0
Date Created	10/30/2007	Unallocated Div.s Transferred 0
Acreage of Parent	5.91	Rights Were Transferred
Split Number	0	Courtesy Split
Parent Parcel	RA0-122-3175-00	

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
06/29/2015	\$0.00	ОТН	HIGH COUNTRY FARM LLC	MI DEPT OF TREASURY	21-NOT USED	2509-696
06/25/2015	\$1.00	QC	SPOHR, GALE B, ETAL	HIGH COUNTRY FARM LLC	21-NOT USED	2509-695
06/14/2014	\$0.00	ОТН	SPOHR, NAOMI RUTH, DEC'D		07-DEATH CERTIFICATE	2490-526
11/27/2013	\$0.00	QC	SPOHR, NAOMI R	SPOHR, NAOMI R, L/E	18-LIFE ESTATE	2483-119
08/24/2013	\$0.00	QC	SPOHR, LEE W & NAOMI R, TRUSTS	SPOHR, NAOMI R	21-NOT USED	2483-118
04/16/2013	\$0.00	ОТН	SPOHR, LEE WILLIAM, DEC'D		07-DEATH CERTIFICATE	2473-918

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Tracts 5-12

Parcel Number - RA0-122-3700-00 | Lenawee County | BS&A Online

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4000 HOLLOWAY RD BLK ADRIAN, MI 49221 (Property Address)

ADRIAN, MI 49221

Parcel Number: RA0-122-3700-00

Property Owner: HIGH COUNTRY FARM LLC

Summary Information

> Assessed Value: \$184,200 | Taxable Value: \$65,436

> Property Tax information found

Owner and Taxpayer Information

Owner HIGH COUNTRY FARM LLC Taxpayer

2373 E CLEARVIEW DR

SEE OWNER INFORMATION

General Information for Tax Year 2021

Property Class	AGRICULTURAL-VACANT	Unit	RA0 RAISIN TOWNSHIP
School District	TECUMSEH PUBLIC SCHOOLS	Assessed Value	\$184,200
Map Number		Taxable Value	\$65,436
User Number Index	0	State Equalized Value	\$184,200
User Alpha 1		Date of Last Name Change	06/30/2015
User Alpha 3		Notes	
Historical District		Census Block Group	
User Alpha 2		Exemption	

Principal Residence Exemption Information

Homestead Date

Qualified Agricultural	June 1st	Final
2021	100.0000 %	100.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2020	\$185,800	\$185,800	\$64,533
2019	\$179,400	\$179,400	\$63,330
2018	\$179,400	\$179,400	\$61,846

Land Information

Zoning Code	AG-1	Total Acres	94.580	
Land Value	\$368,400	Land Improvements	\$0	
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display	
ECF Neighborhood	4000 VACANT PARCELS AG & RES	k Mortgage Code		
Lot Dimensions/Comments		Neighborhood Enterprise Zone	No	
Lot(s)		Frontage		Depth
No lots found.				
		Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

LD DES AS BEG ON CNTRLI OF KOPKE RD 288.38 FT S ALG W LI OF SEC 22 AND 289.90 FT N86^35'24"E AND 391.40 FT N82^45'12"E FROM W1/4 COR OF SEC 22 TH CONT ALG CNTRLI OF KOPKE RD N82^45'12"E 295.62 FT AND N82^45'15'13"E 765.61 FT TH LEAV SD CNTRLI OF KOPKE RD S 697.12 FT HS 89^55'22"E 904.93 FT TO E LI OF SW1/4 SEC 22 TH S 1700.92 FT ALG E LI OF SW1/4 OF SW1/4 OF SEC TH W APPROX 410 FT TH N 305 FT TH W 210 FT TH W 590 FT TH W 590 FT TH S 10 FS EC 22 TH S 1700.92 FT ALG E LI OF SW1/4 OF SEC 11 OF SEC 22 TO SW COR OF SD SEC TH N 802.04 FT ALG W LI OF SEC 22 TH S89^44'15"E 800 FT TH N 1420 FT TH N89^44'15"W 123.04 FT TH N 234.72 FT TO POB EXC LD DES AS BEG ON THE S LI OF SD SEC 514 FT S89^44'3'20"W FROM THE S1/4 COR OF SD SEC TH S89^443'20"W 36 FT CONT ALG THE SD S LI OF SD SEC TH N00^18'10"W 198 FT TH S89^43'20"W 659.91 FT TH N00^16'40"W 294.54 FT TH N87^27'31"E 800.40 FT TH S00^18'10"E 326.15 FT TH S89^43'20"W 95 FT TH S60^39'42"W

Tracts 5-12

Parcel Number - RAO-122-3700-00 | Lenawee County | BS&A Online

7/21/21, 1:22 PM

51.47 FT TH S00^18'10"E 173 FT TO THE POB (EXC - SURVEY 5.88 AC) ALSO EXC LD DES AS BEG ON THE E LI OF THE SW1/4 OF SD SEC 198 FT N00^18'16"W FROM THE 51/4 COR OF SD SEC TH S89^43'20"W 409.99 FT TH N00^18'10"W 326.15 FT TH N87^27'31"E 410.30 FT TO THE SD E LI OF THE SW1/4 OF SD SEC TH S00^18'16"E 342.35 FT ALG THE S E LI OF THE SW1/4 OF SD SEC TO THE POB (EXC - SURVEY 3.15 AC) 1/12/2015 PT COMB TO RA0-122-3940-00 & RA0-122-3980-00

Land Division Act Information

Date of Last Split/Combine		Number of Splits Left 0
Date Form Filed		Unallocated Div.s of Parent 0
Date Created		Unallocated Div.s Transferred 0
Acreage of Parent	0.00	Rights Were Transferred
Split Number	0	Courtesy Split
Parent Parcel	RA0-122-3550-00	

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
06/29/2015	\$0.00	ОТН	HIGH COUNTRY FARM LLC	MI DEPT OF TREASURY	21-NOT USED	2509-696
06/25/2015	\$1.00	QC	SPOHR, GALE B, ETAL	HIGH COUNTRY FARM LLC	21-NOT USED	2509-695
06/26/2014	\$0.00	ОТН	SPOHR, GALE B ,ETAL	MI DEPT OF TREASURY	21-NOT USED	2490-527
06/14/2014	\$0.00	ОТН	SPOHR, NAOMI RUTH, DEC'D		07-DEATH CERTIFICATE	2490-526
11/27/2013	\$0.00	QC	SPOHR, NAOMI R	SPOHR, NAOMI R, L/E	18-LIFE ESTATE	2483-119
08/24/2013	\$0.00	QC	SPOHR, LEE W & NAOMI R, TRUSTS	SPOHR, NAOMI R	21-NOT USED	2483-118
04/16/2013	\$0.00	ОТН	SPOHR, LEE WILLIAM, DEC'D		07-DEATH CERTIFICATE	2473-918
09/10/2002	\$1.00	QC	SPOHR/LEE W & NAOMI//	SPOHR/LEE W & NAOMI//TRUSTS	10-FORECLOSURE	2005485
11/30/1999	\$0.00	ОТН	STATE OF MI///	SPOHR/LEE W & NAOMI//	10-FORECLOSURE	1685334

Building Information - 952 sq ft Barn - General Purpose (Agricultural)

Туре	Barn - General Purpose	Class	D,Frame
Floor Area	952 sq ft	Estimated TCV	\$0
Perimeter	124 ft	Height	10 ft
Year Built		Quality	Low Cost
Percent Complete	100%	Heat	No Heating/Cooling
Physical Percent Good	20%	Functional Percent Good	0%
Economic Percent Good	100%	Effective Age	68 yrs

Building Information - 510 sq ft Barn - General Purpose (Agricultural)

Туре	Barn - General Purpose	Class	D,Frame
Floor Area	510 sq ft	Estimated TCV	\$0
Perimeter	98 ft	Height	10 ft
Year Built		Quality	Low Cost
Percent Complete	100%	Heat	No Heating/Cooling
Physical Percent Good	20%	Functional Percent Good	0%
Economic Percent Good	100%	Effective Age	68 yrs

Building Information - 113 sq ft Cylindrical Silo (Agricultural)

Туре	Cylindrical Silo	Kind	Concrete Stave
Floor Area	113 sq ft	Estimated TCV	\$0
Perimeter	37 ft	Height	40 ft
Year Built		Roof	No Roof
Percent Complete	100%	Physical Percent Good	20%

Tracts 5-12

Parcel Number - RA0-122-3700-00 | Lenawee County | BS&A Online

7/21/21, 1:22 PM

Functional Percent Good	0%	Economic Percent Good	100%
Effective Age	48 yrs		

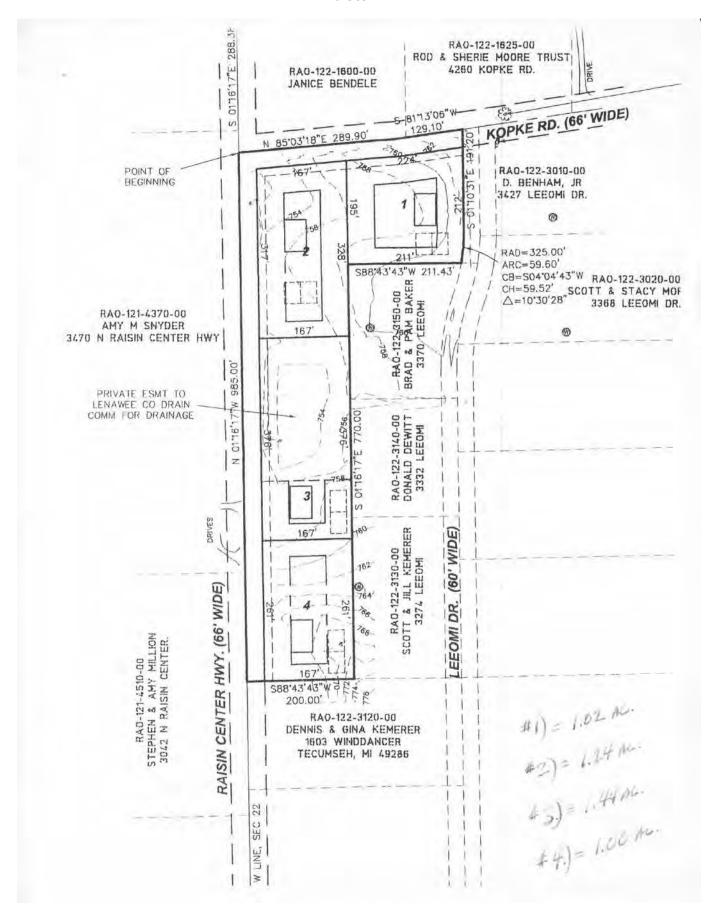
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SOIL & SEPTIC

SOIL & SEPTIC TEST MAP

Tracts 1-4



Tracts 1-4

LENAWEE COUNTY HEALTH DEPARTMENT

1040 SOUTH WINTER STREET, SUITE 2328, ADRIAN, MICHIGAN 49221-3871

LARRY J. GOULD, Chairman Board of Commissioners HOWARD PENNINGTON, D.V.M. Chairman, Board of Health JOHN FRYE, Vice Chairman Board of Health MICHAEL KIGHT, R.S., M.S.

DENNIS K. CHERNIN, M.D., M.P.H. Medical Director MARY KILGORE VALLAD, M.S., R.N. Director of Nursing PAUL NELSON, R.S., B.S. Director, Environmental Health Division MICHAEL ERNST, B.B.A. Business Office Coordinator

December 11, 2006

Lee Spohr Trust 4400 Holloway Rd Tecumseh, MI 49286

Re: Health Department Approval of: Preliminary Plat of High Country Estates Phase 1

Dear Mr. Spohr,

This department has completed preliminary review of the Preliminary Plat of High Country Estates, Phase 1 development. The Preliminary Plat of High Country Estates, Phase 1 development is comprised of four (4) lots for construction of single-family homes on 5.73 acres located in Section 26 of Tecumseh Township. Authority for review of subdivisions and site condominiums utilizing onsite sewage disposal systems and/or onsite well water supplies is established in Section 105(g) of Michigan Act 288 of the Public Acts of 1967, as amended.

The proposed development is listed under Tecumseh Township parcel identification number TEO 126 2100 00. Utilization of individual well water supplies and individual sewage disposal systems is proposed for the development. Surface relief in the area is listed at 0 to 7 percent. A typical lot area consists of 43,560 square feet with a minimum width at the building line of 150 feet.

Sewage Disposal:

According to the USDA Soil Conservation Service - Soil Survey Map for Lenawee County, the following five (5) soil series are located within or immediately adjacent to the proposed development:

Мар	Soil Series	Soil Type	Suitability for Use
CbB	Cadmus	Sandy Loam	Marginal
CaB	Cadmus	Loam	Unsuitable
BpA	Brookston	Loam	Unsuitable
NbB2	Nappanee	Silt Loam	Unsuitable
CgA	Conover	Loam	Unsuitable

Individual onsite sewage disposal systems are proposed for each home. Evaluation of the soil to determine suitability for construction of onsite sewage disposal systems was completed in April 2006. Two (2) or more acceptable soil borings have been verified on or adjacent to lots #1 - 4. Four (4) feet or more of isolation between the seasonal high ground water table elevation and bottom of each drainfield will be provided. The engineer, employed by the developer, reached a similar conclusion in his subdivision site report submitted to this department.

Tracts 1-4

Lenawee County Health Department Preliminary Plat of High Country Estates 2

Letter of Approval December 11, 2006

The developer has established lot configurations, which provide a suitable area for construction of a drainfield and replacement system on each of the four (4) lots. Soil boring locations are noted on a drawing provided by the project engineer.

Soil borings conducted in the proposed Preliminary Plat of High Country Estates, Phase 1 development showed slightly elevated water table elevations. Therefore, some lots will be utilizing elevated drainfield installations due to the higher water table, which will increase the amount of material hauled onto the site. Rule 421 (3) of the above authority, states that fill is allowed only if there is a minimum of 2 feet below the natural unaltered ground surface and only over soils specified in Table 3 of Rule 421. Fill will be provide with a medium/coarse (2NS) sand to the proper elevation above parent grade as described below. The following lots will require "elevated drainfield installations" above the suitable soils:

Lot 2 with 18 inches of 2NS sand fill.

Lot 3 with 21 inches of 2NS sand fill.

Lot 2 and lot 3 will require excavation to soils at four to five feet below grade and backfill with 2NS sand to an elevation 18 to 21 inches above parent (existing) grade. This would elevate the final cover of the drainfield area 38 to 43 inches above the parent grade.

The importance for the placement of the sewage disposal system in the area as shown on the set of approved plans and meeting all isolation distances is critical. Therefore this department will require that at the time of application, that all corners of the proposed house, the drainfield area, septic tank location, well, and the proposed drive way will be flagged or staked to be verified by a representative of the Lenawee County Health Department.

Water Supply:

A survey of twenty-two (22) records for well water supplies in the area indicates that wells are finished thirty-nine (39) to two hundred five (205) feet below grade. Test wells were drilled on proposed lots #10, 20 and 32 of Phases 2, 3 and 4 of the proposed Preliminary Plat of High Country Estates Development and existing test wells at 3332 Leeomi Drive. Data from the test well pumps records disclosed the following:

Note: All below measurements are in feet

	WELL #1 High Country	WELL # 2 High Country	WELL #3 High Country	WELL #4 3332 Lecomi
	Phase No. 2 Lot # 10	Phase No. 3 Lot # 20	Phase No.4 Lot # 32	Drive
DEPTH:	139	134	84	83
STATIC WATER	77	88	52	48
WELL SCREEN SUBMERGENCE	46	35	21	27
gpm (4 hr.pump)	12 gpm	12 gpm	15 gpm	20 gpm*
FINAL PUMP	118'	120	52	63
CLAY LAYER (1)	79-119	29-41	23-49	27-75
(Thickness of Layer)	(40)	(12)	(26)	(48)
SCREEN SET AT:	123-134	123-134	73-84	75-83

^{*} Existing test well (3332 Leeomi Dr.) from 2001 that only had a 2 hour pump test conducted

The test wells meet the following criteria established within Michigan Administrative Rules R 560.408 and R 560.411 for development of on-site well water supplies in subdivisions:

Tracts 1-4

Lenawee County Health Department Preliminary Plat of High Country Estates 3

Letter of Approval December 11, 2006

- penetration of an impervious layer which is of sufficient aerial extent, but which is not less than 10 feet thick; or
- demonstrate that water can be withdrawn from an on-site water supply well for drinking and household purposes at a sustained pumping rate that is not less than 10 gpm and which meets or exceeds peak water demand for at least a 4 hour period of time.

A water sample, non-detect for coliform bacteria, was obtained from each test well. Laboratory analysis of water from each test well was conducted for eight parameters in a routine testing procedure referred to as a partial chemical analysis. The eight test parameters include iron, sodium, nitrate, nitrite, hardness, sulfate, chloride and fluoride. An additional test was conducted for arsenic. Results from partial chemical and the other chemical analyses are:

Parameter	Maximum Desired Level	Level In Test Well(s)	
Chloride	SMCL = 250.0 mg/L	0.0 to 8.0 mg/L	
Fluoride	MCL = 4.0 mg/L	0.11 to 0.29 mg/L	
Hardness	SMCL= 250.0 mg/L	177.0 to 255.0 mg/L	
Iron	SMCL = 0.3 mg/L	0.0 to 0.3 mg/L	
Nitrate	MCL = 10.0 mg/L	0.0 to 0.0 mg/L	
Nitrite	MCL= <1.0 mg/L	0.0 to 0.0 mg/L	
Sodium	SMCL= <250.0 mg/L	6.0 to 11.0 mg/L	
Sulfate	SMCL = 250.0 mg/L	13.0 to 60.0 mg/L	
Arsenic	MCL= 0.05 mg/L	0.0020 to 0.0050 mg/L	1st draw
Arsenic	MCL= 0.05 mg/L	0.0020 to 0.0020 mg/L	2 nd draw

*MCL: (Maximum Contaminate Level) The Maximum permissible level established for drinking water by the USEPA and/or MDEQ for safe drinking water.

*SMCL: (Secondary Maximum Contaminate Level) Suggested non-enforceable limits for parameters found in drinking water which may affect the aesthetic qualities and the public's acceptance of drinking water.

Based on the plat drawing submitted by the project engineer, the lot configurations proposed for this development provides the necessary land area for a well with 50 feet of isolation and installation of two (2) drainfields designed for one (1) to four (4) bedroom homes. If a problem develops within the project due to planning or failure to develop lots as represented on the engineer's site plan, this department will switch to a well first permitting process.

Due to the level of hardness, the following advisories shall be submitted for my signature then recorded with the Lenawee County Register of Deeds by the developer or developer's agent:

Results of the partial chemical analyses of water from test wells in the Preliminary Plat of High Country
Estates for water hardness measured as CaCo₃ were between 177 and 255 mg/l. The Secondary
Maximum Contaminate Level for hardness is 250 mg/l. A Secondary Maximum Contaminate Level is a
suggested non-enforceable limit for parameters found in drinking water that may affect the aesthetic
qualities and the public's acceptance of drinking water.

Water Hardness is primarily due to calcium and magnesium carbonates and bicarbonates, calcium sulfate, calcium chloride, magnesium sulfate and magnesium chlorides. Generally water softer than 50 mg/l is corrosive, whereas water harder than 80 mg/l leads to use of more soap. Excessive hardness leads to boiler scale deposits in pipes, heaters, boilers, reducing thermal efficiency and eventually plugging piping. Hardness may be treated by installation of a water softener.

Tracts 1-4

Lenawee County Health Department Preliminary Plat of High Country Estates 4

Letter of Approval December 11, 2006

Lenawee County Health Department restrictions for the Preliminary Plat of High Country Estates are as follows:

1.) Development shall be limited to construction of single-family homes.

2.) Each home shall be served by an onsite sewage disposal system, located on the home owners property.

3.) Each home shall be served by an individual well water supply located on the home owners property.

4.) Each lot utilizing an individual onsite sewage disposal system and/or well water supply is subject to review by the Lenawee County Health Department. Each property owner shall demonstrate compliance with Lenawee County Health Department requirements before construction permit(s) are issued. Permits for construction of wells and/or onsite sewage disposal systems shall be obtained from the Lenawee County Health Department prior to securing a building permit.

5.) Lot 2 and lot 3 will require excavation to soils at four to five feet below grade and backfill with 2NS sand to an elevation 18 to 21 inches above parent (existing) grade. This would elevate the final cover

of the drainfield area 38 to 43 inches above the parent grade.

6.) Wells shall:

a.) be finished below a depth of 58';

b.) penetrate a impervious clay layer of 10' feet thick; and,

c.) be isolated 50' or more from onsite sewage disposal systems.

7.) If a well drilling contractor drills below 250' without obtaining adequate quantities of water and the depth is verified by the Lenawee County Health Department, the department may approve other specifications meeting criteria established by the Michigan Department of Environmental Quality for wells in Michigan Subdivisions.

8.) Health Department restrictions shall run with the land and shall be binding upon all owners.

The restrictions, listed above, shall be submitted for my signature then recorded by the developer or developer's agent. Verification shall be provided from the developer that the enclosed advisories and advisories have been recorded with the Lenawee County Register of Deeds.

The Preliminary Plat of High Country Estates Phase 1 Project has been reviewed by this department to determine suitability for development of single-family homes utilizing individual well water supplies and on-site sewage disposal systems. Based on our review, the project has been found to be suitable for development with the restrictions and advisories listed above. The seller should provide the buyer with a copy of this letter on initial transfer of ownership. This letter shall serve as local health department approval for the High Country Estates Phase 1 Development.

Construction permits for wells and onsite sewage disposal systems in the development will not be approved until the required health advisories and restrictions have been submitted for my signature then recorded with the Lenawee County Register of Deeds by the developer or developer's agent. Should you have further questions regarding this matter you may contact me by calling (517) 264-5216.

Sincerely,

Paul Nelson, Director Environmental Health Division

Sean Nalepka R.S. - MDEQ

 c. Carl Wagner, Raisin Township Supervisor Scott Merilatt, Project Engineer

G:\sans\shared\plats\high country estates approval 10.06 final

Tracts 1-4



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY DRINKING WATER AND RADIOLOGICAL PROTECTION DIVISION

SUBDIVISION AND SITE CONDOMINIUM SITE REPORT

This information is required under authority of 1978 PA 368, 1978 PA 59, and 1967 PA 288.

Review cannot be completed without providing this information.

1. SUB 🛛	2. NAME OF PROPOSE	D SUB/CONDO	3. COUNTY	4. SECTION & TOWNSHIP
COMPC [High Country Estates		Lenawee	Section 22, Raisin Township
5. PROPRIETOR Lee & Naomi Spoi		ADDRESS 4400 Holloway	Road, Tecumseh, M	1 49286
7. INTENDED US Single Family [E: ☑ Two Family ☐ Multip	le Family Con	nmercial Industria	Other 🗆
8. ADJACENT PF (a) Same Ov (c) Develope	vnership? Yes ☐ No 🗵	"네	Ownership? Yes pment Single Family	No ⊠
9. NUMBER OF	ACRES: 10. NUMBER	OF LOTS/UNITS	11. MINIMUM LO	T/UNIT AREA (Ft²):
5.73	4		43,560	
12. WATER SUP			45,500	
	st existing public water syste	m 3.5 miles		
	ystem intended to be utilized		ent? Vec II No M	
If yes, type:	Municipal: Name	or Community	System Serving Propos	sal
This developme	ent will utilize individual well esults, yield or performance	s. Attach informati testing data, and	on to support suitability other hydrogeological in	y of the water supply such as well record data, information. (See Rules 404 thru 415)
COMMENTS: See	e attached test well data.			
	ER TREATMENT AND DISP			
Contradict to March Control			and Van El Ma El	
	system intended to be utilize			
If yes, type:	Municipal: Name	or Community	System Serving Propos	sai
minimum of six	nent will utilize individual on- (6) feet (using the USDA cl nd depth to high groundwate	assification system	The report shall incl	liminary plat, a report of soil profile evaluations to a lude soil horizon depths, soil texture, soil structure (20, and 421)
COMMENTS: See	attached soil test for on sit	e system,		
14. ENGINEER/S	URVEYOR COMPLETING	SITE REPORT FO	RM:	
Name:	Scott A. Merillat		Lic	ENSE# 41010
Firm;	Associated Engineers &	Surveyors, Inc.		Al -
1000	0.50	20.000		, 11% W = p
Address:	237 N. Main Street			× (4)
See Rule 403(g). Include statement below	or attach.		e sewage treatment and disposal.
On site water supp supply is provided	oly meets criteria for well pro by a lower aquifer that has	tection and is acce no direct connectio	eptable with Health Dep in with the deep cut exc	partment advisories and restrictions. On site water
On site sewage tre	eatment and disposal is in a	cordance with soil	suitability for convention	onal systems and deep cut excavations.
	. 1 0/2	È	1	fullation
Signed: Sca	* A Mus		Date: //	/17/80

The Department of Environmental Quality, Environmental Health Section, or authorized local health department, receives 3 copies of the site report if a public water or public sewerage system is not available.

EQP 1755 (08/2001)

REC'D JUN 6 2007

Lenawee Co., MI ROD Victoria J. Daniels OFFICIAL SEAL



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BUILDING AND USE RESTRICTIONS HIGH COUNTRY ESTATES

DESCRIBED as that part of the Southwest 1/4 of Section 22, Town 6 South, Range 4 East, described as beginning on the west line of Section 22, aforesaid 288.38 feet S 01° 16' 17" E from the West 1/4 corner of said Section 22; thence N 85° 03' 18" E 289.88 feet; thence N 81° 13' 06" E 129.12 feet; thence S 01° 10' 31" E 191.20 feet; thence along the arc of a 325.00 foot radius curve right 59.60 feet (chord bearing, distance and central angle being S 04° 04' 30" W 59.52 feet, 10° 30' 28"); thence S 88° 43' 43" W 211.43 feet; thence S 01° 16' 17" E 770.00 feet; thence S 88° 43' 43" W 200.00 feet to the west line of said Section 22; thence N 01° 16' 17" W 985.00 feet to the point of beginning. Containing 5.73 acres.

WHEREAS, it is the purpose and intention of this Restrictions that all of the property subject to this agreement shall be conveyed by the Developer subject to reservations, easements, use and building restrictions provided to establish a general plan of uniform restrictions in respect to said property, and to ensure the purchasers of lots therein used on the property for attractive residential purposes, and to secure to each lot owner full benefit and enjoyment of his home, and to preserve the general character of the neighborhood;

IT IS HEREBY DECLARED THAT the following general restrictions are covenants running with the land, binding on the heirs, personal representatives, successors and assigns of the Developer, and the Grantees of all individual lots on said property, for the time limited in this instrument:

The goal of the Developer is to limit construction to traditional homes, however, contemporary interpretations of traditional homes will be encouraged. Modular and manufactured homes are prohibited.

Section 1 Residential Use

No residence on the property shall be used for other than single-family residential purposes as defined by the Township or Raisin Zoning Ordinance, all dwellings shall be designed and used only for purposes consistent with single-family residential use. Use of lots shall also be restricted in the following manner:

(1)

38° associated Engineers 237 N. Main St., adrian 49221



(a) Building Size and Height: No building or structure shall exceed two stories in height. All buildings and structures shall be in conformity with the following minimum size standards as to living area measured by the external wall:

 (1) One Story / Ranch:
 1,600 square feet

 (2) 1 ½ Story:
 2,200 square feet

 (3) Two Story:
 2,200 square feet

Garages, porches and breezeways shall not be included in computing minimum size requirements. No part of a single story or ranch structure that is below ground level shall be included in computing minimum size requirements. No part of any other structure that is more than one-half below ground level shall be included I computing minimum size requirements. All buildings shall be constructed by a licensed contractor and completed within one (1) year from the date of issuance of a building permit by the Raisin Township Building Department, or other appropriate governmental agency. Residential one family homes must meet R-1 Raisin Township standards. All unused building materials and temporary construction shall be removed from the premises within sixty (60) days after substantial completion of the structure. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finish graded and seeded or covered with other landscaping as soon as the construction work and weather permits.

- (b) Roof Pitch and Ridge Lines: Minimum of a 6/12 roof pitch on the main ridge. The main ridge is the highest and/or longest ridge lines of the house. There must be a minimum of 3 ridge lines on the front elevation.
- (c) Roof shingles: All shingles must be "Dimensional" shingles. All shingles must carry a minimum of a 25 year warranty.
- (d) Exterior walls and trim: The exterior walls of the dwellings shall be finished with one or more of the following: Brick, Premium Vinyl Siding, Stone, Cultured Stone, Wood, Cement Board or Composite Siding. (No T-111 board unless used as an accent with one of the other finishes stated above.)

Note: Front porches or entry stoops may be used in combination with Premium Vinyl Siding in lieu of other finishes if approved by the developer.

- (e) Garages: Each residence shall have a minimum two-car garage.
- (f) Temporary Structures: No old or used structure, of any kind, shall be placed upon any unit as a temporary structure. No temporary structure of any character such as a tent, camper, trailer, shack, barn, and/or other out-building of any design whatsoever shall be erected or placed upon any unit prior to construction of the main residence, nor shall any such structure be occupied as living quarters at any time. This provision shall not prevent the use of temporary structures incidental to and during construction of the main residence provided that such temporary structures shall be removed from the premises immediately upon completion of the main residence.



Register of Deeds, Lenawee Co RE

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- (g) Accessory Building: All accessory building shall be of standard construction or pole barn types. Buildings shall be a minimum size of 12' x 15' x 8' with minimum overhang of 1 foot. Buildings shall have a maximum size 30' x 45' x 12' with minimum overhang of 1 foot. Such structures shall be architecturally compatible with and shall be the same color as the main residence. Cement floor must be poured within 3 years of occupancy.
- (h) **Driveways:** All lots must have a hard surface driveway at least 16' wide, with a 20' culvert, within 2 years of occupancy.
- (i) Fences: No fences shall be built between the street and the front of the house, and fences elsewhere shall not exceed five feet in height except around tennis courts. All fencing and/or screening shall be made of materials which are architecturally compatible with the main residence, specifically excluding chain link fence, cyclone fencing, snow fencing and plywood.
- (j) Water wells and septic systems: All water wells and septic systems shall be the responsibility of the new owner, and must be approved by the Lenawee County Health Department. All septic tanks serving units in the project shall be pumped out at least every five (5) years by their respective owners.
- (k) Exterior Lighting: Individual exterior yard lights shall be prohibited in the front yards of residences except as approved by Developer, unless less than three (3) feet in height.
- (l) **Basements:** Basements are required for all homes. All basements and below ground foundations shall utilize poured ready-mix concrete construction, cement block or permanent wood foundations to Boca code.
- (m) Vacant Lots: Owners of vacant lots must keep their grass and the easement between their lots and the street at a maximum of 12 inches.

Section 2 Architectural Control

(a) No dwelling, structure or other improvement shall be constructed on a lot within the property, nor shall any exterior modification be made to any existing dwelling, structure or improvement, unless plans and specifications therefore containing such detail as the Developer (or the owners) may reasonably request have first been approved by the Developer or a majority of the lot owners in the Development with one vote per lot.

The Developer shall have the right to refuse to approve any such plans or specifications or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, proposed exterior materials (which may include wood, brick, vinyl and



stone) and exterior colors shall blend in with existing residences and the natural surroundings (stains or paints will be encouraged which accent interesting features of residences), the site upon which it is proposed to be construction, the location of the dwelling within each unit, and the degree of harmony thereof with the Subdivision as a whole. No doublewides or modular residences will be permitted. The purpose of this Section is to assure the continued maintenance of the property as a beautiful and harmonious residential development, and shall be binding upon both the Developer and all

lot owners.

- (b) An owner proposing construction of his lot must review one complete set of house plans with the Developer or the owners. Plans must include (1) all exterior elevations specifying exterior construction materials, (2) floor plans, (3) foundation plan and (4) site development plan. House plans must have Developer approval before construction may begin. Such approval will be given or denied within one week of date plans are submitted to Developer. Once plans are approved, any changes that significantly alter the exterior of the house or the site as originally proposed, or conflict with any clause contained in these Restrictions must be approved by the Developer. (Also see Section 9.)
- (c) Construction of any dwelling or other improvements must also receive any necessary approvals from the local public authority.

Section 3 Vehicles

No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, snowmobile trailers, or vehicles other than automobiles or vehicles used primarily for general personal transportation purposes may be parked or stored upon the premises, unless parked in the garage with the door closed, or within the fencing guidelines, out of sight.

No inoperative vehicles of any type may be brought or stored upon the premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the property except while making deliveries or pickups in the normal course of business. Use of motorized vehicles anywhere on the premises, other than passenger cars and snowmobiles, authorized maintenance vehicles and commercial vehicles as provided in this Section 3, is absolutely prohibited. Motorcycles may be used for access to and from residences.

Section 4 Advertising

No signs or other advertising devised larger than 12" x 15" shall be displayed which are visible from the exterior of a unit or on the common elements, excluding the "For Sale" signs, and non-permanent garage or yard sale signs.



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Section 5 Activities

No noxious, unlawful acts or offensive activity shall be carried on any lot or upon the common areas, nor shall anything be done which may be or become an annoyance or a nuisance to the owners of the property. No unreasonable noisy activity shall occur on any lot at any time.

Section 6 Pets

Subject to the provisions of this Section, owners shall be entitled to keep pets of a domestic nature within their units. No agricultural (or animals of like kind) shall be allowed. No pets or animal may be kept or bred for any commercial purposes. Pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. Each owner shall be responsible for collection and disposition of all fecal matter disposed by a pet maintained by such owner. No dog which barks and can be heard on any frequent or continuing bases shall be kept. No home shall have more than two (2) cats or more than two (2) dogs.

Section 7 Landscaping

No owner shall construct, or cause to be constructed, any fence of any nature upon his lot without the prior written approval of the Developer. No owner shall perform any landscaping or remove, trim or plant any trees, shrubs or flowers or place any ornamental materials within five (5) feet of the exterior boundary line of his lot. Basic landscaping, including finish grading, seeding or sodding, must be completed within one (1) year after date of occupancy. The owner of each unit shall develop a landscape treatment which will tend to enhance, compliment and harmonize with adjacent property. New planting shall compliment and enhance the character of the existing vegetation, topography and structures. Each owner shall have the responsibility to maintain the grounds of his lot, including the mowing of grass, removal of weeds, and proper trimming of bushes and trees. If the Developer shall receive complaints from other owners regarding lack of maintenance of the grounds of a lot, then, and in that event, it shall have the right and duty to have such maintenance of the grounds of the lot performed as the Developer shall determine as being reasonable, and the charge therefore shall become a lien upon the lot.

Section 8 Reserved Rights of Developer

Enforcement by Restrictions: The Property shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the owners and all persons interested in the property. The lot owners shall have the right to enforce these restrictions.



Section 9 **Violations**

× 331

In addition to other remedies set forth herein, violations of any restrictions or condition or breach of any covenant or agreement herein contained shall give the lot owner or owners, in addition to all remedies provided by law, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, sign, thing or condition that may be or exist contrary to the intent and meaning of the provision hereof, and the lot owner or owners shall not hereby be deemed guilty of any manner of trespass for such entry abatement or removal.

Section 10 Term of Restrictions and Amendment

All the provisions, restrictions, conditions, covenants, agreements and charges herein contained in Sections 1 thru 9 shall continue in force until January 1, 2027 and shall automatically be continued thereafter for successive periods of ten (10) years each, provided, however, that within 120 days from the beginning of each ten (10) year continuation period, the owners of the fee of two-thirds (2/3) or more of the lots may release all or part of said lots from all or any portion of these restrictions, or otherwise amend these restrictions, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes, and recording the same in the office of the Register of Deed for Lenawee County.

Section 11 Severability

Invalidation of any of the covenants, limitations or provisions of this Declaration by judgment or court order shall in no way affect any of the remaining provisions hereof, and the same shall continue in full force and effect.

Section 12 **Health Department Restrictions**

The Restrictions listed as items 1 thru 8 as follows shall continue in perpetuity from the date these restrictions are recorded in the office of the Register of Deeds for Lenawee County, Michigan, excluded from any time limitations set forth in the declaration, and may not be amended.

- (1) Development shall be limited to construction of single-family homes.
- (2) Each home shall be served by an onsite sewage disposal system, located on the home owners property.
- (3) Each home shall be served by an individual well water supply located on the home owners property.



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- (4) Each lot utilizing an individual onsite sewage disposal system and/or well water supply is subject to review by the Lenawee County Health Department. Each property owner shall demonstrate compliance with Lenawee County Health Department requirements before construction permit(s) are issued. Permits for construction of well and/or onsite sewage disposal systems shall be obtained from the Lenawee County Health Department prior to securing a building permit.
- (5) Lot 2 and lot 3 will require excavation to soils at four to five feet below grade and backfill with 2NS sand to an elevation 18 to 21 inches above parent (existing) grade. This would elevate the final cover of the drainfield area 38 to 43 inches above the parent grade.
- (6) Wells shall:
 - (a) be finished below a depth of 58';
 - (b) penetrate a impervious clay layer of 10' feet thick; and
 - (c) be isolated 50° or more from onsite sewage disposal system.
- (7) If a well drilling contractor drills below 250' without obtaining adequate quantities of water and the depth is verified by the Lenawee County Health Department, the department may approve other specifications meeting criteria established by the Michigan Department of Environmental Quality for well in Michigan Subdivisions.
- (8) Health Department restrictions shall run with the land and shall be binding upon all owners.

In addition to the eight (8) listed restrictions, due to the level of hardness of water test samples taken test wells on this property, the following advisors are being listed:

Results of the partial chemical analyses of water from test wells in the Preliminary Plat of High Country Estates for water hardness measured as CaCo3 were between 177 and 255 mg/l. The Secondary Maximum Contaminate Level for hardness is 250 mg/l. A Secondary Maximum Contaminate Level is a suggested non-enforceable limit for parameters found in drinking water that may affect the aesthetic qualities and the public's acceptance of drinking water.

Water Hardness is primarily due to calcium and magnesium carbonates and bicarbonates, calcium, sulfate, calcium chloride, magnesium sulfate and magnesium chlorides. Generally water softer than 50 mg/l is corrosive, whereas water harder than 80mg/l leads to use of more soap. Excessive hardness leads to boiler scale deposits in pipes, heaters, boilers, reducing thermal efficiency and eventually plugging piping. Hardness may be treated by installation of a water softener.

Restrictions approved for Section 12 items 1 thru 8

Lenawee County Health Department Environmental Health Department

Paul Nelson, Director



Steven A. Young, Notary Public Lenawee County Michigan My Commission Expires: 4/16/2013



IN WITNESS WHEREOF, Naomi R. Spohr, Trustee of the Naomi R. Spohr Living Trust as Recorded in Liber 2345, Page 681 has caused this instrument to be executed this day of 2007.

Naomi R. Spohr, Trustee of

Naomi R. Spohr Living Trust, Liber 2345, Page 681

4400 W. Holloway Road Adrian, Michigan 49221

STATE OF MICHIGAN)

SS.

COUNTY OF LENAWEE)



Steven A. Young, John Pholic Lenawee County, Michigan My Commission Expires: 4/16/2013

Prepared By:

Steven A. Young, President Associated Engineers & Surveyors, Inc. 237 N. Main Street Adrian, MI 49221 Telephone (517) 263-4515 When Recorded Return To:

Lee W. Spohr, Trustee of the Lee W. Spohr Living Trust 4400 Holloway Road Adrian, MI 49221

COUNTY BUILDING GUIDELINES

ARTICLE VIII SCHEDULE OF DIMENSIONAL REQUIREMENTS

District	Minimum Building Site or	Minimum Building	Minimum	Minimum	Minimum	Maximu	Maximum Height	Maximum Building Site	Minimum Floor
1000	Parcel (in sq. ft.)	Width (in Lineal ft.)	Setback	Side Setback Each One	Rear Setback	Stories	Height	percent)	(in square feet)
A-1	1 acre	200	75' a,b,d	30,	50°	2 1/2	35'	30	One story - 900 Two story - 768 1st 232 2nd
AE	2 acres	200	75' a,b,d	30,	50,	2172	35'	30	One story - 900 Two story - 768 1st 232 2nd
R-1	22,000	100	50' a,b,d	15'	35'	21/2	35'	30	One story - 900 Two story - 768 1st 232 2nd
RM-1	υ	9	e	ə	Ð	2 1/2	35'	30	v
RMH	-		£9	,					
C-1	l acre	150	75' j	ч	35'	3	40,		
C-2	1 acre	150	75' j	15'	15'	3	40,		,
os	l acre	150	75' j	15'	35' i	3	35'	,	
1-1	3 acres	300	75' j	30,	15' k	2 1/2	35'	50	
1-2	3 acres	300	100' j	50'	50'	3	40,	20	,
Ь									,

COUNTY BUILDING GUIDELINES

ARTICLE VIII

SECTION 8.10 FOOTNOTES TO SCHEDULE OF DIMENSIONAL REQUIREMENTS:

- a. In all residential districts, the required front yard shall not be used for off-street parking, loading or unloading, and shall remain as open space unoccupied and unobstructed from the ground upward except for landscaping, plant materials, or vehicle access drives.
- b. Where lots are on a river or lake, the property shall be treated as a through lot and have required front yards on both frontages.
- c. The minimum floor area per dwelling unit shall not include areas of basements, breezeways, unenclosed porches, terraces, attached garages, attached sheds, or utility rooms.
- d. Where the front yards of two (2) or more principal structures in any block (in case of platted properties) or within three hundred (300) feet (in the case of unplatted properties) in existence at the time of passage of this Ordinance, within the district zoned and on the same side of the street, are less than the minimum front yards required herein, then any building subsequently erected within said block (or 300 feet) shall not be less and need not be greater, than the average depth of the front yards of the existing structures.

In the case of a rear yard abutting a side yard, the side yard setback abutting a street shall not be less than the minimum front yard setback of the district in which located and all regulations applicable to a front yard shall apply.

e. Site Requirements:

	Garden Apartments	Townhouses	Housing for the Elderly*	High-Rise Apartments in excess of 2 ½ stories
Gross Site Area	1 acre (min.) .3 x developable area	2 acres (min.) ,25 x developable area	1 acre (min.) .4 x developable area	1 acre (min.) .3 x developable area
Maximum Lot Coverage	30%	30%	30%	30%
Maximum Height (b)	2 1/2 stories, or 35 ft.	2 1/2 stories, or 35 ft.	6 stories, or 80 ft.	No limit
Minimum Parking	2 spaces per unit of 1- 24 units. 1.75 spaces per unit of 24+ units	2 spaces per unit	.75 spaces per unit	1.5 spaces per unit
Minimum Landscaped Area	.2 x gross site area	.25 x gross site area	.3 x gross site area	.2 x gross site area
Maximum Density	14 units per acres	8 units per acre	25 units per acre	22 units per acre
Minimum Front Yard (a)	25 ft.	25 ft.	25 ft.	25 ft.
Minimum Side Yard	20 ft., 40 ft. (total two)	20 ft., 40 ft. (total two)	25 ft., 50 ft. (total two)	25 ft., 50 ft. (total two)
Minimum Rear Yard (b)	30 ft.	30 ft.	40 ft.	40 ft.
Minimum Floor Per Unit				
Efficiency One Bedroom Two Bedroom Three Bedroom Four Bedroom	330 sq. ft. 520 sq. ft. 630 sq. ft. 765 sq. ft. 920 sq. ft.	600 sq. ft. 750 sq. ft. 900 sq. ft. 1,200 sq. ft. 1,500 sq. ft.	330 sq. ft. 520 sq. ft. 630 sq. ft. -	330 sq. ft. 520 sq. ft. 630 sq. ft. 765 sq. ft.

Funded by HUD Section 202, FMHA Section 515, or MSHDA

Tract 1



Chicago Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Prestige Title Insurance Agency LLC

Issuing Office: 3136 N. Adrian Hwy., Ste C, Adrian, MI 49221

ALTA® Universal ID:

Loan ID Number:

Commitment Number: PR-210841 Issuing Office File Number: PR-210841

Property Address: 4000 E. Kopke Rd. Blk., Britton, MI 49229

Revision Number:

SCHEDULE A

1. Commitment Date: August 27, 2021 at 08:00 AM

2. Policy to be issued:

(a) ALTA® Owner's Policy

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at

item 4 below

Proposed Policy Amount \$10,000.00

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

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

High Country Farm, LLC

5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

Chicago Title Insurance Company

By: Karen M Hess

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

AMERICAN LAND TIFLE ASSOCIATION

Tract 1



Chicago Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will
 obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or
 Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Owner's Affidavit(s), in the form furnished by the Company, must be completed and executed by all Sellers, Buyers and/or Borrowers to the transaction to be insured, and the Company reserves the right to raise any additional requirements and/or exceptions to title as deemed necessary based upon the information provided.
- 6. Note for Information: If, per Public Act 201 of 2010, the land to be insured is defined as "Commercial Real Estate" and the proposed transaction is or will be the subject of a written commission agreement running in favor of a commercial real estate broker, the Company shall be immediately notified and this Commitment will be revised and made subject to such further requirements and exceptions as deemed necessary.
- Notice: Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of
 marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- 8. NOTE: Please advise our office if there is a manufactured/mobile home on subject property, after which other requirements/exceptions may be made.
- 9. A legal description of the property to be insured was not furnished at time of application. Please immediately verify that the description as shown herein covers all of the intended property. Any additions or deletions should immediately be communicated to the issuing office; otherwise appropriate exception will be made on the final policy.
- 10. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
- 11. Upon pre-commitment going full, the following requirement(s) may be shown:
- 12. If subject property is no longer to be used for agricultural purposes:
 File a Notice of Intent to Rescind the Qualified Agricultural Property Or Qualified Forest Exemption with the appropriate assessor, along with proof of payment of any unpaid taxes and/or lien provided to the Title Company.
 OR—
 - Record a new Affidavit Attesting That Qualified Agricultural Property Shall Remain Qualified Agricultural Property Or Qualified Forest executed by the new land owner.
- 13. In regard to High Country Farm LLC we must be furnished the following:
 - a. Copy of the Operating Agreement and any amendments thereto;
 - b. Proof of the authority and incumbency of the manager to execute the deed/mortgage. If there is no manager, we must be furnished proof of the authority and incumbency of the member authorized to execute the deed/mortgage.
 - c. Resolution of the Members of a Limited Liability Company to Sell/Mortgage Real Estate and Appointment of Agent.

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



Tract 1

SCHEDULE B, PARTS I & II

(Continued)

14. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

- 15. Provide to the Company the name of the purchaser(s) after which additional requirements/exceptions may be added.
- 16. Property No. RA0-573-0010-00 Property Address: 4000 E Kopke Rd Blk 2021 SEV: \$18,000 2021 Taxable Value: \$882 2021 Homestead: 0% Taxes paid thru 2021 S ummer tax statement. 2020 Winter taxes in the amount of \$8.23 are paid. 2021 Summer taxes in the amount of \$36.05 are paid.

The above tax amounts do not include interest/penalties.

Special Assessments: None

NOTE: The policy to be issued does not insure against unpaid water, sewer, electric or gas charges, if any, that have not been levied as taxes against these lands. (Meter readings should be obtained and adjusted between appropriate parties.)

NOTE: In the event that the Commitment Jacket is not attached hereto, all of theterms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection at any Company office.

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



Tract 1

SCHEDULE B, PARTS I & II

(Continued)

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:

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 2. Rights or claims of parties in possession not shown by the Public Records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an
 accurate and complete survey of the Land.
- 4. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.
- Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by Public Records.
- 6. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
- Taxes or special assessments which are not shown as existing liens by the Public Records.
- 8. Taxes and assessments which become due and payable or which become a lien against the property subsequent to the interest insured and deferred and/or installment payments of said taxes and assessments. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
- 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.
- Any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
- 11. Pending assessments by any homeowners association or similar body, or the public, whether or not shown by the public records, if any
- 12. Rights of tenants under unrecorded leases, and rights of any and all parties claiming by, through and under said tenants.
- 13. Easements as shown on the recorded plat.
- 14. Terms, conditions and provisions of an Easement in favor of Consumers Energy Company fka Consumers Power Company as disclosed by instrument recorded in Liber 424, Page 246, Lenawee County Records.
- 15. Terms, conditions and provisions of an Easement in favor of GTE North Incorporated fka General Telephone Company of Michigan as disclosed by instrument recorded in Liber 655, Page 390, Lenawee County Records.
- 16. Terms and provisions of an Oil and Gas Lease from Lee W. Spohr and Naomi R. Spohr, husband and wife to New Frontier Land Service dated November 1, 1994 and recorded November 22, 1994 in Liber 1338, Page 428, Lenawee County Records, and any subsequent instruments pertinent thereto.

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



Tract 1

SCHEDULE B, PARTS I & II

(Continued)

- 17. Terms and provisions of an Oil and Gas Lease from Lee W Spohr, Trustee of the Lee W. Spohr Living Trust dated 9-10-2002 and Lee W. Spohr, Successor Trustee of the Naomi R. Spohr Living Trust dated 9-10-2002 to Savoy Energy, L.P. dated September 14, 2010 and recorded October 12, 2011 in Liber 2432, Page 298, Lenawee County Records, and any subsequent instruments pertinent thereto.
- 18. Affidavit Attesting That Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property recorded in Liber 2509, Page 696, Lenawee County Records.
- Covenants, conditions, easements and restrictions contained in instrument recorded in Liber 2346, Page 936, Lenawee County Records.
- High Country Estates Agreement recorded in Liber 2456, Page 765, Lenawee County Records, and the terms, conditions and provisions contained therein.

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



Tract 1



Chicago Title Insurance Company

EXHIBIT A PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Land in the Township of Raisin, County of Lenawee, State of Michigan, described as follows:

Lot 1, High Country Estates, as recorded in Liber 26 of Plats, Pages 5 and 6, Lenawee County Records.

Tract 1



Chicago Title Insurance Company

COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY

NOTICE

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

THIS COMMITMENT IS NOTAN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I-Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

ATTEST

President

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



Tract 1



Chicago Title Insurance Company

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice:
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

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



Tract 1



Chicago Title Insurance Company

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

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Tract 1



Chicago Title Insurance Company

8. PRO-FORMA POLICY

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

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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Tract 1



PRIVACY POLICY

We respect the privacy expectations of today's consumers and the requirements of federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

We collect Personal Information about you from the following sources:

Information we receive from you, such as your name, address, telephone number, or social security number;

Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc., and;

Information from public records.

We do not disclose Personal Information about our customers to anyone, except as permitted by law. We will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you. We may also disclose your Personal Information to other title companies if needed to clear title or assist in title production.

One of the important responsibilities of our company is to record documents in the public domain. Such documents may contain your Personal Information.

We restrict access to Personal Information about you to those employees who need to know that information to provide the products or services requested by you or your lender.

We maintain the physical, electronic, and procedural safeguards that comply with appropriate Federal and State regulations.

Concurrently with the Notice you may also receive a Privacy Notice from the insurance company we represent in your transaction. Please review that Notice carefully as their privacy policy may differ from ours.

Tract 2



Chicago Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent

Prestige Title Insurance Agency LLC

Issuing Office:

3136 N. Adrian Hwy., Ste C, Adrian, MI 49221

ALTA® Universal ID:

Loan ID Number:

Revision Number:

Commitment Number: Issuing Office File Number:

PR-210840

er: PR-210840

Property Address:

3000 N. Raisin Center Hwy. Blk., Adrian, MI 49221

SCHEDULE A

1. Commitment Date:

August 27, 2021 at 08:00 AM

2. Policy to be issued:

(a) ALTA® Owner's Policy

Proposed Insured:

Purchaser with contractual rights under a purchase agreement with the vested owner identified at

item 4 below

Proposed Policy Amount

\$ 10,000.00

- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
- 4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

High Country Farm, LLC

5. The Land is described as follows:

SEE EXHIBITA ATTACHED HERETO

Chicago Title Insurance Company

By: Karen M Hess

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Tract 2



Chicago Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Owner's Affidavit(s), in the form furnished by the Company, must be completed and executed by all Sellers, Buyers and/or Borrowers to the transaction to be insured, and the Company reserves the right to raise any additional requirements and/or exceptions to title as deemed necessary based upon the information provided.
- 6. Note for Information: If, per Public Act 201 of 2010, the land to be insured is defined as "Commercial Real Estate" and the proposed transaction is or will be the subject of a written commission agreement running in favor of a commercial real estate broker, the Company shall be immediately notified and this Commitment will be revised and made subject to such further requirements and exceptions as deemed necessary.
- 7. Notice: Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- NOTE: Please advise our office if there is a manufactured/mobile home on subject property, after which other requirements/exceptions may be made.
- 9. A legal description of the property to be insured was not furnished at time of application. Please immediately verify that the description as shown herein covers all of the intended property. Any additions or deletions should immediately be communicated to the issuing office; otherwise appropriate exception will be made on the final policy.
- Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any
 outstanding obligation, please contact the Title Department immediately for further review prior to closing.
- 11. Upon pre-commitment going full, the following requirement(s) may be shown:
- 12. If subject property is no longer to be used for agricultural purposes:
 File a Notice of Intent to Rescind the Qualified Agricultural Property Or Qualified Forest Exemption with the appropriate assessor, along with proof of payment of any unpaid taxes and/or lien provided to the Title Company.
 - Record a new Affidavit Attesting That Qualified Agricultural Property Or Qualified Forest Shall Remain Qualified Agricultural Property executed by the new land owner.
- In regard to High Country Farm LLC we must be furnished the following:
 - a. Copy of the Operating Agreement and any amendments thereto;
 - b. Proof of the authority and incumbency of the manager to execute the deed/mortgage. If there is no manager, we must be furnished proof of the authority and incumbency of the member authorized to execute the deed/mortgage.
 - c. Resolution of the Members of a Limited Liability Company to Sell/Mortgage Real Estate and Appointment of Agent.

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Tract 2

SCHEDULE B, PARTS I & II

(Continued)

14. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

- 15. Provide to the Company the name of the purchaser(s) after which additional requirements/exceptions may be added.
- 16. Property No. RA0-573-0020-00
 Property Address: 3000 N Raisin Center Hwy Blk
 2021 SEV: \$18,000
 2021 Taxable Value: \$1,034
 2021 Homestead: 0%
 Taxes paid thru 2021 Summer tax statement.
 2020 Winter taxes in the amount of \$9.65 are paid.
 2021 Summer taxes in the amount of \$42.26 are paid.

The above tax amounts do not include interest/penalties.

Special Assessments: None

NOTE: The policy to be issued does not insure against unpaid water, sewer, electric or gas charges, if any, that have not been levied as taxes against these lands. (Meter readings should be obtained and adjusted between appropriate parties.)

NOTE: In the event that the Commitment Jacket is not attached hereto, all of theterms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection at any Company office.

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Tract 2

SCHEDULE B, PARTS I & II
(Continued)

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:

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 2. Rights or claims of parties in possession not shown by the Public Records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.
- 4. Easements or daims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.
- Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by Public Records.
- 6. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
- 7. Taxes or special assessments which are not shown as existing liens by the Public Records.
- 8. Taxes and assessments which become due and payable or which become a lien against the property subsequent to the interest insured and deferred and/or installment payments of said taxes and assessments. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
- 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.
- Any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
- Pending assessments by any homeowners association or similar body, or the public, whether or not shown by the public records, if any.
- 12. Rights of tenants under unrecorded leases, and rights of any and all parties claiming by, through and under said tenants.
- 13. Easements as shown on the recorded plat.
- 14. Terms, conditions and provisions of an Easement in favor of Consumers Energy Company fka Consumers Power Company as disclosed by instrument recorded in Liber 424, Page 246, Lenawee County Records.
- 15. Terms, conditions and provisions of an Easement in favor of GTE North Incorporated fka General Telephone Company of Michigan as disclosed by instrument recorded in Liber 655, Page 390, Lenawee County Records.
- 16. Terms and provisions of an Oil and Gas Lease from Lee W. Spohr and Naomi R. Spohr, husband and wife to New Frontier Land Service dated November 1, 1994 and recorded November 22, 1994 in Liber 1338, Page 428, Lenawee County Records, and any subsequent instruments pertinent thereto.

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Tract 2

SCHEDULE B, PARTS I & II

(Continued)

- 17. Terms and provisions of an Oil and Gas Lease from Lee W Spohr, Trustee of the Lee W. Spohr Living Trust dated 9-10-2002 and Lee W. Spohr, Successor Trustee of the Naomi R. Spohr Living Trust dated 9-10-2002 to Savoy Energy, L.P. dated September 14, 2010 and recorded October 12, 2011 in Liber 2432, Page 298, Lenawee County Records, and any subsequent instruments pertinent thereto.
- 18. Affidavit Attesting That Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property recorded in Liber 2509, Page 696, Lenawee County Records.
- Covenants, conditions, easements and restrictions contained in instrument recorded in Liber 2346, Page 936, Lenawee County Records
- 20. High Country Estates Agreement recorded in Liber 2456, Page 765, Lenawee County Records, and the terms, conditions and provisions contained therein.

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Tract 2



Chicago Title Insurance Company

EXHIBIT A PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Land in the Township of Raisin, County of Lenawee, State of Michigan, described as follows:

Lot 2, High Country Estates, as recorded in Liber 26 of Plats, Pages 5 and 6, Lenawee County Records.

Tract 2



Chicago Title Insurance Company

COMMITMENT FOR TITLE INSURANCE **ISSUED BY** CHICAGO TITLE INSURANCE COMPANY

NOTICE

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

THIS COMMITMENT IS NOTAN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I-Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

ATTEST

Mayoru Kemogua

President

This page is only a partofa 2016 ALTA® Commitmentfor Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy, the Commitment Conditions; Schedule A, Schedule B, Part I Requirements; and Schedule B, Part I Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



Tract 2



Chicago Title Insurance Company

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

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



Tract 2



Chicago Title Insurance Company

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

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



Tract 2



Chicago Title Insurance Company

PRO-FORMA POLICY

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

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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Tract 2



PRIVACY POLICY

We respect the privacy expectations of today's consumers and the requirements of federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

We collect Personal Information about you from the following sources:

Information we receive from you, such as your name, address, telephone number, or social security number;

Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc., and;

Information from public records.

We do not disclose Personal Information about our customers to anyone, except as permitted by law. We will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you. We may also disclose your Personal Information to other title companies if needed to clear title or assist in title production.

One of the important responsibilities of our company is to record documents in the public domain. Such documents may contain your Personal Information.

We restrict access to Personal Information about you to those employees who need to know that information to provide the products or services requested by you or your lender.

We maintain the physical, electronic, and procedural safeguards that comply with appropriate Federal and State regulations.

Concurrently with the Notice you may also receive a Privacy Notice from the insurance company we represent in your transaction. Please review that Notice carefully as their privacy policy may differ from ours.

Tract 3



Chicago Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Prestige Title Insurance Agency LLC

Issuing Office: 3136 N. Adrian Hwy., Ste C, Adrian, MI 49221

ALTA® Universal ID:

Loan ID Number.

Commitment Number: PR-210838
Issuing Office File Number: PR-210838

Property Address: Revision Number: 4000 N. Raisin Center Hwy. Blk., Tecumseh, MI 49286

SCHEDULE A

1. Commitment Date: August 27, 2021 at 08:00 AM

2. Policy to be issued:

(a) ALTA® Owner's Policy

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at

item 4 below

Proposed Policy Amount \$10,000.00

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

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

High Country Farm, LLC

The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

Chicago Title Insurance Company

By: Karen M Hess

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

AMERICAN LAND TITU ANDELAUGH

Tract 3



Chicago Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met.

- The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will
 obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or
 Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- Owner's Affidavit(s), in the form furnished by the Company, must be completed and executed by all Sellers, Buyers and/or Borrowers to the transaction to be insured, and the Company reserves the right to raise any additional requirements and/or exceptions to title as deemed necessary based upon the information provided.
- 6. Note for Information: If, per Public Act 201 of 2010, the land to be insured is defined as "Commercial Real Estate" and the proposed transaction is or will be the subject of a written commission agreement running in favor of a commercial real estate broker, the Company shall be immediately notified and this Commitment will be revised and made subject to such further requirements and exceptions as deemed necessary.
- Notice: Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of
 marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- 8. NOTE: Please advise our office if there is a manufactured/mobile home on subject property, after which other requirements/exceptions may be made.
- 9. A legal description of the property to be insured was not furnished at time of application. Please immediately verify that the description as shown herein covers all of the intended property. Any additions or deletions should immediately be communicated to the issuing office; otherwise appropriate exception will be made on the final policy.
- 10. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
- 11. Upon pre-commitment going full, the following requirement(s) may be shown:
- 12. If subject property is no longer to be used for agricultural purposes:
 File a Notice of Intent to Rescind the Qualified Agricultural Property Or Qualified Forest Exemption with the appropriate assessor, along with proof of payment of any unpaid taxes and/or lien provided to the Title Company.
 - Record a new Affidavit Attesting That Qualified Agricultural Property Or Qualified Forest Shall Remain Qualified Agricultural Property executed by the new land owner.
- 13. In regard to High Country Farm LLC we must be furnished the following:
 - a. Copy of the Operating Agreement and any amendments thereto;
 - b. Proof of the authority and incumbency of the manager to execute the deed/mortgage. If there is no manager, we must be furnished proof of the authority and incumbency of the member authorized to execute the deed/mortgage.
 - c. Resolution of the Members of a Limited Liability Company to Sell/Mortgage Real Estate and Appointment of Agent.

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Tract 3

SCHEDULE B, PARTS I & II

(Continued)

14. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

- Provide to the Company the name of the purchaser(s) after which additional requirements/exceptions may be added.
- Property No. RA0-573-0030-00
 Property Address: 4000 N Raisin Center Hwy Blk
 2021 SEV: \$18,000
 2021 Taxable Value: \$1,154
 2021 Homestead: 0%
 Taxes paid thru 2021 S ummer tax statement.
 2020 Winter taxes in the amount of \$10.78 are paid.
 2021 Summer taxes in the amount of \$47.17 are paid.

The above tax amounts do not include interest/penalties.

Special Assessments: None

NOTE: The policy to be issued does not insure against unpaid water, sewer, electric or gas charges, if any, that have not been levied as taxes against these lands. (Meter readings should be obtained and adjusted between appropriate parties.)

NOTE: In the event that the Commitment Jacket is not attached hereto, all of theterms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection at any Company office.

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



Tract 3

SCHEDULE B, PARTS I & II
(Continued)

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:

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 2. Rights or claims of parties in possession not shown by the Public Records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.
- 4. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.
- Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by Public Records.
- 6. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
- 7. Taxes or special assessments which are not shown as existing liens by the Public Records.
- 8. Taxes and assessments which become due and payable or which become a lien against the property subsequent to the interest insured and deferred and/or installment payments of said taxes and assessments. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
- 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.
- Any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
- Pending assessments by any homeowners association or similar body, or the public, whether or not shown by the public records,
 if any.
- 12. Rights of tenants under unrecorded leases, and rights of any and all parties claiming by, through and under said tenants.
- 13. Easements as shown on the recorded plat.
- 14. Terms, conditions and provisions of an Easement in favor of Consumers Energy Company fka Consumers Power Company as disclosed by instrument recorded in Liber 424, Page 246, Lenawee County Records.
- 15. Terms, conditions and provisions of an Easement in favor of GTE N orth Incorporated fka General Telephone Company of Michigan as disclosed by instrument recorded in Liber 655, Page 390, Lenawee County Records.
- 16. Terms and provisions of an Oil and Gas Lease from Lee W. Spohr and Naomi R. Spohr, husband and wife to New Frontier Land Service dated November 1, 1994 and recorded November 22, 1994 in Liber 1338, Page 428, Lenawee County Records, and any subsequent instruments pertinent thereto.

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Tract 3

SCHEDULE B, PARTS I & II

(Continued)

- 17. Terms and provisions of an Oil and Gas Lease from Lee W Spohr, Trustee of the Lee W. Spohr Living Trust dated 9-10-2002 and Lee W. Spohr, Successor Trustee of the Naomi R. Spohr Living Trust dated 9-10-2002 to Savoy Energy, L.P. dated September 14, 2010 and recorded October 12, 2011 in Liber 2432, Page 298, Lenawee County Records, and any subsequent instruments pertinent thereto.
- 18. Affidavit Attesting That Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property recorded in Liber 2509, Page 696, Lenawee County Records.
- Covenants, conditions, easements and restrictions contained in instrument recorded in Liber 2346, Page 936, Lenawee County Records.
- 20. High Country Estates Agreement recorded in Liber 2456, Page 765, Lenawee County Records, and the terms, conditions and provisions contained therein.

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Tract 3



Chicago Title Insurance Company

EXHIBIT A PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Land in the Township of Raisin, County of Lenawee, State of Michigan, described as follows:

Lot 3, High Country Estates, as recorded in Liber 26 of Plats, Pages 5 and 6, Lenawee County Records.

Tract 3



Chicago Title Insurance Company

COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY

NOTICE

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

THIS COMMITMENT IS NOTAN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BYTHE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I-Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

ATTEST

President

Secretary

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

Tract 3



Chicago Title Insurance Company

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

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Tract 3



Chicago Title Insurance Company

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

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Tract 3



Chicago Title Insurance Company

8. PRO-FORMA POLICY

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

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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Tract 3



PRIVACY POLICY

We respect the privacy expectations of today's consumers and the requirements of federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

We collect Personal Information about you from the following sources:

Information we receive from you, such as your name, address, telephone number, or social security number;

Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc., and;

Information from public records.

We do not disclose Personal Information about our customers to anyone, except as permitted by law. We will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you. We may also disclose your Personal Information to other title companies if needed to clear title or assist in title production.

One of the important responsibilities of our company is to record documents in the public domain. Such documents may contain your Personal Information.

We restrict access to Personal Information about you to those employees who need to know that information to provide the products or services requested by you or your lender.

We maintain the physical, electronic, and procedural safeguards that comply with appropriate Federal and State regulations.

Concurrently with the Notice you may also receive a Privacy Notice from the insurance company we represent in your transaction. Please review that Notice carefully as their privacy policy may differ from ours

Tract 4



Chicago Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent

Prestige Title Insurance Agency LLC

Issuing Office:

3136 N. Adrian Hwy., Ste C, Adrian, MI 49221

ALTA® Universal ID:

Loan ID Number:

Commitment Number:

PR-210839

Issuing Office File Number:

PR-210839

Property Address:

4000 N Raisin Center Hwy. Blk., Tecumseh, MI 49286

Revision Number:

SCHEDULE A

1. Commitment Date: August 27, 2021 at 08:00 AM

2. Policy to be issued:

(a) ALTA® Owner's Policy

Proposed Insured:

Purchaser with contractual rights under a purchase agreement with the vested owner identified at

item 4 below

Proposed Policy Amount:

\$ 10,000.00

- The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
- 4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in: High Country Farm, LLC
- 5. The Land is described as follows:

SEE EXHIBITA ATTACHED HERETO

Chicago Title Insurance Company

By: Karen M Hess

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



Tract 4



Chicago Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met.

- The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Owner's Affidavit(s), in the form furnished by the Company, must be completed and executed by all Sellers, Buyers and/or Borrowers to the transaction to be insured, and the Company reserves the right to raise any additional requirements and/or exceptions to title as deemed necessary based upon the information provided.
- 6. Note for Information: If, per Public Act 201 of 2010, the land to be insured is defined as "Commercial Real Estate" and the proposed transaction is or will be the subject of a written commission agreement running in favor of a commercial real estate broker, the Company shall be immediately notified and this Commitment will be revised and made subject to such further requirements and exceptions as deemed necessary.
- Notice: Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of
 marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- NOTE: Please advise our office if there is a manufactured/mobile home on subject property, after which other requirements/exceptions may be made.
- 9. A legal description of the property to be insured was not furnished at time of application. Please immediately verify that the description as shown herein covers all of the intended property. Any additions or deletions should immediately be communicated to the issuing office; otherwise appropriate exception will be made on the final policy.
- 10. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
- 11. Upon pre-commitment going full, the following requirement(s) may be shown:
- 12. If subject property is no longer to be used for agricultural purposes: File a Notice of Intent to Rescind the Qualified Agricultural Property Or Qualified Forest Exemption with the appropriate assessor, along with proof of payment of any unpaid taxes and/or lien provided to the Title Company. —OR—
 - Record a new Affidavit Attesting That Qualified Agricultural Property Or Qualified Forest Shall Remain Qualified Agricultural Property executed by the new land owner.
- 13. In regard to High Country Farm LLC we must be furnished the following:
 - a. Copy of the Operating Agreement and any amendments thereto;
 - b. Proof of the authority and incumbency of the manager to execute the deed/mortgage. If there is no manager, we must be furnished proof of the authority and incumbency of the member authorized to execute the deed/mortgage.
 - c. Resolution of the Members of a Limited Liability Company to Sell/Mortgage Real Estate and Appointment of Agent.

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



Tract 4

SCHEDULE B, PARTS I & II

(Continued)

14. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

- 15. Provide to the Company the name of the purchaser(s) after which additional requirements/exceptions may be added.
- 16. Property No. RA0-573-0040-00 Property Address: 4000 N Raisin Center Hwy Blk 2021 SEV: \$18,000 2021 Taxable Value: \$874 2021 Homestead: 0% Taxes paid thru 2021 Summer tax statement. 2020 Winter taxes in the amount of \$8.15 are paid. 2021 Summer taxes in the amount of \$35.72 are paid.

The above tax amounts do not include interest/penalties.

Special Assessments: None

NOTE: The policy to be issued does not insure against unpaid water, sewer, electric or gas charges, if any, that have not been levied as taxes against these lands. (Meter readings should be obtained and adjusted between appropriate parties.)

NOTE: In the event that the Commitment Jacket is not attached hereto, all of theterms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection at any Company office.

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Tract 4

SCHEDULE B, PARTS I & II

(Continued)

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:

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 2. Rights or claims of parties in possession not shown by the Public Records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.
- 4. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.
- Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by Public Records.
- 6. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
- 7. Taxes or special assessments which are not shown as existing liens by the Public Records.
- 8. Taxes and assessments which become due and payable or which become a lien against the property subsequent to the interest insured and deferred and/or installment payments of said taxes and assessments. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
- 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.
- Any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
- Pending assessments by any homeowners association or similar body, or the public, whether or not shown by the public records, if any.
- 12. Rights of tenants under unrecorded leases, and rights of any and all parties claiming by, through and under said tenants.
- 13. Easements as shown on the recorded plat.
- 14. Terms, conditions and provisions of an Easement in favor of Consumers Energy Company fka Consumers Power Company as disclosed by instrument recorded in Liber 424, Page 246, Lenawee County Records.
- 15. Terms, conditions and provisions of an Easement in favor of GTE North Incorporated fka General Telephone Company of Michigan as disclosed by instrument recorded in Liber 655, Page 390, Lenawee County Records.
- 16. Terms and provisions of an Oil and Gas Lease from Lee W. Spohr and Naomi R. Spohr, husband and wife to New Frontier Land Service dated November 1, 1994 and recorded November 22, 1994 in Liber 1338, Page 428, Lenawee County Records, and any subsequent instruments pertinent thereto.

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Tract 4

SCHEDULE B, PARTS I & II

(Continued)

- 17. Terms and provisions of an Oil and Gas Lease from Lee W Spohr, Trustee of the Lee W. Spohr Living Trust dated 9-10-2002 and Lee W. Spohr, Successor Trustee of the Naomi R. Spohr Living Trust dated 9-10-2002 to Savoy Energy, L.P. dated September 14, 2010 and recorded October 12, 2011 in Liber 2432, Page 298, Lenawee County Records, and any subsequent instruments pertinent thereto.
- 18. Affidavit Attesting That Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property recorded in Liber 2509, Page 696, Lenawee County Records.
- Covenants, conditions, easements and restrictions contained in instrument recorded in Liber 2346, Page 936, Lenawee County Records.
- 20. High Country Estates Agreement recorded in Liber 2456, Page 765, Lenawee County Records, and the terms, conditions and provisions contained therein.

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Tract 4



Chicago Title Insurance Company

EXHIBIT A PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Land in the Township of Raisin, County of Lenawee, State of Michigan, described as follows:

Lot 4, High Country Estates, as recorded in Liber 26 of Plats, Pages 5 and 6, Lenawee County Records.

Tract 4



Chicago Title Insurance Company

COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY

NOTICE

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

THIS COMMITMENT IS NOTAN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I-Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

Dy.

ATTEST

President

Secretary

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



Tract 4



Chicago Title Insurance Company

COMMITMENT CONDITIONS

1. **DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice:
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A:
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

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Tract 4



Chicago Title Insurance Company

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

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Tract 4



Chicago Title Insurance Company

8. PRO-FORMA POLICY

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

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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Tract 4



PRIVACY POLICY

We respect the privacy expectations of today's consumers and the requirements of federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

We collect Personal Information about you from the following sources:

Information we receive from you, such as your name, address, telephone number, or social security number,

Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc., and;

Information from public records.

We do not disclose Personal Information about our customers to anyone, except as permitted by law. We will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you. We may also disclose your Personal Information to other title companies if needed to clear title or assist in title production.

One of the important responsibilities of our company is to record documents in the public domain. Such documents may contain your Personal Information.

We restrict access to Personal Information about you to those employees who need to know that information to provide the products or services requested by you or your lender.

We maintain the physical, electronic, and procedural safeguards that comply with appropriate Federal and State regulations.

Concurrently with the Notice you may also receive a Privacy Notice from the insurance company we represent in your transaction. Please review that Notice carefully as their privacy policy may differ from ours.

Tracts 5-12



Chicago Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Prestige Title Insurance Agency LLC

Issuing Office: 3136 N. Adrian Hwy., Ste C, Adrian, MI 49221

ALTA® Universal ID: Loan ID Number:

Commitment Number: PR-210837 Issuing Office File Number: PR-210837

Property Address: 4000 Holloway Rd Blk., Adrian, MI 49221

Revision Number:

SCHEDULE A

1. Commitment Date: August 27, 2021 at 08:00 AM

2. Policy to be issued:

(a) ALTA® Owner's Policy

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at

item 4 below

Proposed Policy Amount: \$10,000.00

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

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

High Country Farm, LLC

5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

Chicago Title Insurance Company

By: Karen M Hess

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Tracts 5-12



Chicago Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- Owner's Affidavit(s), in the form furnished by the Company, must be completed and executed by all Sellers, Buyers and/or Borrowers to the transaction to be insured, and the Company reserves the right to raise any additional requirements and/or exceptions to title as deemed necessary based upon the information provided.
- 6. Note for Information: If, per Public Act 201 of 2010, the land to be insured is defined as "Commercial Real Estate" and the proposed transaction is or will be the subject of a written commission agreement running in favor of a commercial real estate broker, the Company shall be immediately notified and this Commitment will be revised and made subject to such further requirements and exceptions as deemed necessary.
- Notice: Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of
 marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- NOTE: Please advise our office if there is a manufactured/mobile home on subject property, after which other requirements/exceptions may be made.
- 9. A legal description of the property to be insured was not fumished at time of application. Please immediately verify that the description as shown herein covers all of the intended property. Any additions or deletions should immediately be communicated to the issuing office; otherwise appropriate exception will be made on the final policy.
- Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any
 outstanding obligation, please contact the Title Department immediately for further review prior to closing.
- 11. Upon pre-commitment going full, the following requirement(s) may be shown:
- 12. If subject property is no longer to be used for agricultural purposes: File a Notice of Intent to Rescind the Qualified Agricultural Property Or Qualified Forest Exemption with the appropriate assessor, along with proof of payment of any unpaid taxes and/or lien provided to the Title Company.
 OR—
 - Record a new Affidavit Attesting That Qualified Agricultural Property Or Qualified Forest Shall Remain Qualified Agricultural Property executed by the new land owner.
- In regard to High Country Farm LLC we must be furnished the following:
 - a. Copy of the Operating Agreement and any amendments thereto;
 - b. Proof of the authority and incumbency of the manager to execute the deed/mortgage. If there is no manager, we must be furnished proof of the authority and incumbency of the member authorized to execute the deed/mortgage.
 - c. Resolution of the Members of a Limited Liability Company to Sell/Mortgage Real Estate and Appointment of Agent.

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Tracts 5-12

SCHEDULE B, PARTS I & II

(Continued)

14. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

- 15. Provide to the Company the name of the purchaser(s) after which additional requirements/exceptions may be added.
- Property No. RA0-122-3700-00
 Property Address: 4000 Holloway Rd Blk
 2021 SEV: \$184,200
 2021 Taxable Value: \$65,436
 2021 Homestead: 100%

Taxes paid thru 2021 Summer tax statement. 2020 Winter taxes in the amount of \$694.11 are paid. 2021 Summer taxes in the amount of \$1,487.12 are paid.

The above tax amounts do not include interest/penalties.

Special Assessments: Ash as disclosed in the 2020 Winter tax.

NOTE: The policy to be issued does not insure against unpaid water, sewer, electric or gas charges, if any, that have not been levied as taxes against these lands. (Meter readings should be obtained and adjusted between appropriate parties.)

NOTE: In the event that the Commitment Jacket is not attached hereto, all of theterms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection at any Company office.

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Tracts 5-12

SCHEDULE B, PARTS I & II

(Continued)

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:

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 2. Rights or daims of parties in possession not shown by the Public Records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an
 accurate and complete survey of the Land.
- 4. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.
- Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by Public Records.
- 6. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
- 7. Taxes or special assessments which are not shown as existing liens by the Public Records.
- 8. Taxes and assessments which become due and payable or which become a lien against the property subsequent to the interest insured and deferred and/or installment payments of said taxes and assessments. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
- 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.
- Any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
- 11. Pending assessments by any homeowners association or similar body, or the public, whether or not shown by the public records, if any.
- 12. Rights, if any, of the United States government, the State of Michigan, any other governmental entity, riparian owners, the public or private persons existing in or with respect to the present and past bed, banks, bottomland and waters of stream, ditch and/or drain.
- 13. Rights of tenants under unrecorded leases, and rights of any and all parties claiming by, through and under said tenants.
- 14. Terms, conditions and provisions of an Easement in favor of Consumers Energy Company fka Consumers Power Company as disclosed by instrument recorded in Liber 424, Page 246, Lenawee County Records.
- 15. Terms, conditions and provisions of an Easement in favor of GTE N orth Incorporated fika General Telephone Company of Michigan as disclosed by instrument recorded in Liber 655, Page 390, Lenawee County Records.

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Tracts 5-12

SCHEDULE B, PARTS I & II

(Continued)

- 16. Terms and provisions of an Oil and Gas Lease from Lee W. Spohr and Naomi R. Spohr, husband and wife to New Frontier Land Service dated November 1, 1994 and recorded November 22, 1994 in Liber 1338, Page 428, Lenawee County Records, and any subsequent instruments pertinent thereto.
- 17. Terms and provisions of an Oil and Gas Lease from Lee W Spohr, Trustee of the Lee W. Spohr Living Trust dated 9-10-2002 and Lee W. Spohr, Successor Trustee of the Naomi R. Spohr Living Trust dated 9-10-2002 to Savoy Energy, L.P. dated September 14, 2010 and recorded October 12, 2011 in Liber 2432, Page 298, Lenawee County Records, and any subsequent instruments pertinent thereto.
- Affidavit Attesting That Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property recorded in Liber 2490, Page 527, Lenawee County Records.
- 19. Affidavit Attesting That Qualified Agricultural Property or Qualified Forest Shall Remain Qualified Agricultural Property recorded in Liber 2509, Page 696, Lenawee County Records.

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Tracts 5-12



Chicago Title Insurance Company

EXHIBIT A PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Land in the Township of Raisin, County of Lenawee, State of Michigan, described as follows:

All that part of the Southwest 1/4 of Section 22, Town 6 South, Range 4 East, described as beginning on the centerline of Kopke Road 288.38 feet South 00 degrees 15' 45" East along the West line of said Section 22 and 289.90 feet North 86 degrees 35' 24" East and 391.40 feet North 82 degrees 45' 12" East from the West 1/4 comer of said Section 22; thence continuing along the said centerline of Kopke Road North 82 degrees 45' 12" East and 295.62 feet and North 82 degrees 15' 13" East and 765.61 feet, thence leaving the said centerline of Kopke Road South 00 degrees 00' 59" West 697.12 feet; thence South 89 degrees 55' 22" East 904.93 feet to the East line of the Southwest 1/4 of said Section 22, thence South 00 degrees 00' 59" West 1700.92 feet along the said East line of the Southwest 1/4 of said Section 22; thence North 89 degrees 55' 55" West 469.21 feet; thence South 60 degrees 59' 14" West 51.44 feet; thence South 00 degrees 02' 35" East 173.00 feet to the South line of said Section 22; thence North 89 degrees 55' 55" West 36.00 feet along the said South line of Section 22; thence North 00 degrees 02' 35" West 198.00 feet; thence North 89 degrees 55' 55" West 659.62 feet; thence South 00 degrees 04' 05" West 198.00 feet to the South line of said Section 22; thence North 89 degrees 55' 55" West 1434.67 feet along the South line of said Section 22 to the Southwest comer of said Section 22; thence North 00 degrees 15' 45" East 802.04 feet along the West line of said Section 22; thence South 89 degrees 44' 15" East 800.00 feet, thence North 00 degrees 15' 45" East 1420.00 feet, thence North 89 degrees 44' 15" West 123.04 feet, thence North 00 degrees 21' 31" East 234.72 feet to the point of beginning. EXCEPTING THEREFROM all that part of the Southwest 1/4 of Section 22, Town 6 South, Range 4 East, Raisin Township, Lenawee County, Michigan, described as beginning on the South line of Section 22 aforesaid 514.00 feet South 89 degrees 43' 20" West from the South 1/4 comer of said Section 22; thence South 89 degrees 43' 20" West 36.00 feet continuing along the said south section line of Section 22; thence North 00 degrees 18' 10" West 198.00 feet; thence South 89 degrees 43' 20" West 659.91 feet; thence North 00 degrees 16' 40" West 294.54 feet; thence North 87 degrees 27' 31" East 800.04 feet, thence South 00 degrees 18' 10" East 326.15 feet, thence South 89 degrees 43' 20" West 59.00 feet, thence South 60 degrees 39' 42" West 51.47 feet, thence South 0 degrees 18' 10" East 173.00 feet to the point of beginning;

ALSO EXCEPTING THEREFROM all that part of the Southwest 1/4 of Section 22, Town 6 South, Range 4 East, Raisin Township, Lenawee County, Michigan, described as beginning on the East line of the Southwest 1/4 of Section 22 aforesaid, 198.00 feet North 00 degrees 18' 16" West from the South 1/4 comer of said Section 22; thence South 89 degrees 43' 20" West 409.99 feet, thence North 00 degrees 18' 10" West 326.15 feet, thence North 87 degrees 27' 31" East 410.30 feet to the said East line of the Southwest 1/4 of Section 22; thence South 00 degrees 18' 16" East 342.35 feet along the said East line of the Southwest 1/4 of Section 22 to the point of beginning.

Tracts 5-12



Chicago Title Insurance Company

COMMITMENT FOR TITLE INSURANCE **ISSUED BY** CHICAGO TITLE INSURANCE COMPANY

NOTICE

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

THIS COMMITMENT IS NOTAN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I-Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

ATTEST

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Tracts 5-12



Chicago Title Insurance Company

COMMITMENT CONDITIONS

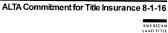
1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A:
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

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Tracts 5-12



Chicago Title Insurance Company

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

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Tracts 5-12



Chicago Title Insurance Company

PRO-FORMA POLICY

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

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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Tracts 5-12



PRIVACY POLICY

We respect the privacy expectations of today's consumers and the requirements of federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

We collect Personal Information about you from the following sources:

Information we receive from you, such as your name, address, telephone number, or social security number;

Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc., and;

Information from public records.

We do not disclose Personal Information about our customers to anyone, except as permitted by law. We will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you. We may also disclose your Personal Information to other title companies if needed to clear title or assist in title production.

One of the important responsibilities of our company is to record documents in the public domain. Such documents may contain your Personal Information.

We restrict access to Personal Information about you to those employees who need to know that information to provide the products or services requested by you or your lender.

We maintain the physical, electronic, and procedural safeguards that comply with appropriate Federal and State regulations.

Concurrently with the Notice you may also receive a Privacy Notice from the insurance company we represent in your transaction. Please review that Notice carefully as their privacy policy may differ from ours











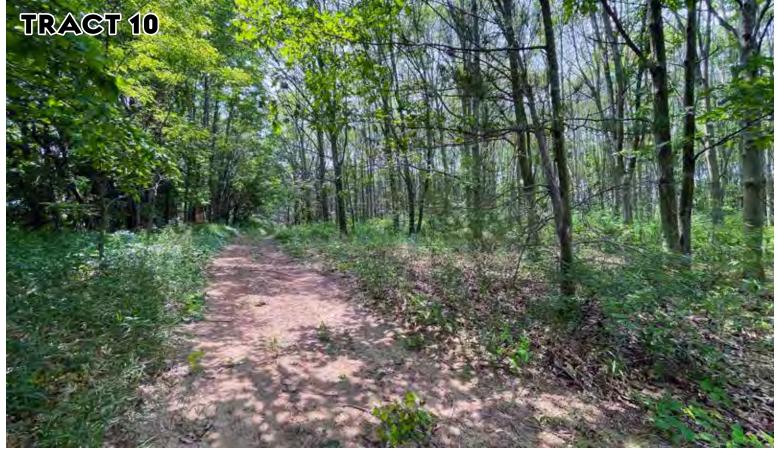




TRACTS 9-12



































SCHRADER AT A GLANCE

- Established in 1944.
- Located in Columbia City, IN, in 10,000 square feet of office space and heated garage/shop for auction equipment.
- Salaried staff (21) averages over 14 years experience, and the Schrader marketing team includes (4) graphic designers and a professional photographer.
- Sales representatives (36) in six states, including Oklahoma and Florida.
- Joint venture offices in Michigan, Virginia and Washington and a joint venture office in Indianapolis,
 Indiana.
- Licensed in 26 states and have ability to secure proper licensing in any state.
- Real estate auctions conducted in 40 states.
- Over 400 years of combined experience.
- Seven staff members and managers with master's degrees-president having a Masters Degree in Agricultural Economics.
- 200 to 250 auctions conducted annually.
- Annual real estate auction sales volume has exceeded \$250,000,000.
- Annual acreage sold has exceeded 100,000 acres plus residential and commercial properties.
- Traditional real estate sales and Section 1031 tax deferred exchanges are a sector of Schrader business.
- Conducted the first online multi-tract auction on the internet simultaneously with the live auction on March 27, 2000.





SCHRADER REAL ESTATE & AUCTION CO., INC.

950 N. Liberty Dr., Columbia City, IN 46725 260-244-7606 or 800-451-2709 SchraderAuction.com





