

Bugbee East side of stine by Battle Creek Rd With barns Parcel 100-034-100-075-00  
100-034-100-003-00



**FARMLAND AND OPEN SPACE PRESERVATION PROGRAM**

**Application for Farmland Agreement**

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. **Please read the Eligibility and Instructions document before filling out this form.**

OFFICIAL USE ONLY	
Local Governing Body:	
Date Received	10-2-19
Application No:	
State:	
Date Received	
Application No:	
Approved:	Rejected

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR**

I. Personal Information:

1. Name(s) of Applicant: Shumaker Justin A  
Last First Initial

(If more than two see #15) Shumaker Monica M  
Last First Initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:  
 Married  Single

2. Mailing Address: 2608 E. Nye Hwy Charlotte, MI 48813  
Street City State Zip Code

3. Telephone Number: (Area Code) (517) 749-3559

4. Alternative Telephone Number (cell, work, etc.): (Area Code) ( ) \_\_\_\_\_

5. E-mail address: justin.shumaker99@hotmail.com

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: Eaton 7. Township, City or Village: Carmel

8. Section No. 34 Town No. 2N Range No. 5W

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above?  Yes  No  
 If "Yes", please explain circumstances: \_\_\_\_\_

12. Does the applicant own the mineral rights?  Yes  No  
 If owned by the applicant, are the mineral rights leased?  Yes  No  
 Indicate who owns or is leasing rights if other than the applicant: \_\_\_\_\_  
 Name the types of mineral(s) involved: \_\_\_\_\_

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes:  Yes  No If "Yes", indicate to whom, for what purpose and the number of acres involved: \_\_\_\_\_

14. Is land being purchased under land contract  Yes  No: If "Yes", indicate vendor (seller):  
 Name: Dorothy M. Bugbee  
 Address: 1501 N. Krollwood Dr. Bradenton FL 34208  
Street City State Zip Code  
 Summer Address: 5640 Mary Louise Kalamazoo MI 48917  
Street City State Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (seller) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

9-27-19 Dorothy M. Bugbee  
 Date Signature of Land Contract Vendor(s) (Seller)

Application for Farmland Agreement

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following - please leave blank):

- 2 or more persons having a joint or common interest in the land
- Corporation
- Estate
- Limited Liability Company
- Trust
- Partnership
- Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: Amy E. Shumaker [Signature] Title: Co-owner

Name: Cardyn Shumaker [Signature] Title: 10-2-19 Co-owner

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)  
This application is for:

- a. 40 acres or more —————> complete only Section 16 (a thru g);
- b. 5 acres or more but less than 40 acres —————> complete only Sections 16 and 17; or
- c. a specialty farm —————> complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

Cash crop

b. Total number of acres on this farm 98.9

c. Total number of acres being applied for (if different than above): \_\_\_\_\_

d. Acreage in cultivation: 82.8

e. Acreage in cleared, fenced, improved pasture, or harvested grassland: 0

f. All other acres (swamp, woods, etc.) 16.1

g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings 2 Residence: \_\_\_\_\_ Barn: 2 Tool Shed: \_\_\_\_\_  
 Silo: \_\_\_\_\_ Grain Storage Facility: \_\_\_\_\_ Grain Drying Facility: \_\_\_\_\_  
 Poultry House: \_\_\_\_\_ Milking Parlor: \_\_\_\_\_ Milk House: \_\_\_\_\_  
 Other: (Indicate) \_\_\_\_\_

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application **from the sale of agricultural products (not from rental income):**

\$ \_\_\_\_\_ : \_\_\_\_\_ = \$ \_\_\_\_\_ (per acre)  
total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$ \_\_\_\_\_

Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

[Signature]  
(Signature of Applicant)

\_\_\_\_\_  
(Corporate Name, If Applicable)

[Signature]  
(Co-owner, If Applicable)

\_\_\_\_\_  
(Signature of Corporate Officer)

9/20/19  
(Date)

\_\_\_\_\_  
(Title)

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**RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II**

I. Date Application Received: \_\_\_\_\_ (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: \_\_\_\_\_  
 County  Township  City  Village

This application is  approved,  rejected Date of approval or rejection: \_\_\_\_\_

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: \_\_\_\_\_

Property Appraisal: \$ \_\_\_\_\_ is the current fair market value of the real property in this application.

II. Please verify the following:

\_\_\_\_ Upon filing an application, clerk issues receipt to the landowner indicating date received.

\_\_\_\_ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

\_\_\_\_ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

\_\_\_\_ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

**MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909**

**\*Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (sending a copy to reviewing agencies is required):

**COPY SENT TO:**

- \_\_\_\_ County or Regional Planning Commission
- \_\_\_\_ Conservation District
- \_\_\_\_ Township (if county has zoning authority)
- \_\_\_\_ City (if land is within 3 miles of city boundary)
- \_\_\_\_ Village (if land is within 1 mile of village boundary)

**Before forwarding to State Agency, FINAL APPLICATION SHOULD INCLUDE:**

- \_\_\_\_ Copy of Deed or Land Contract (most recent showing current ownership)
- \_\_\_\_ Copy of most recent Tax Bill (must include tax description of property)
- \_\_\_\_ Map of Farm
- \_\_\_\_ Copy of most recent appraisal record
- \_\_\_\_ Copy of letters from review agencies (if available)
- \_\_\_\_ Any other applicable documents

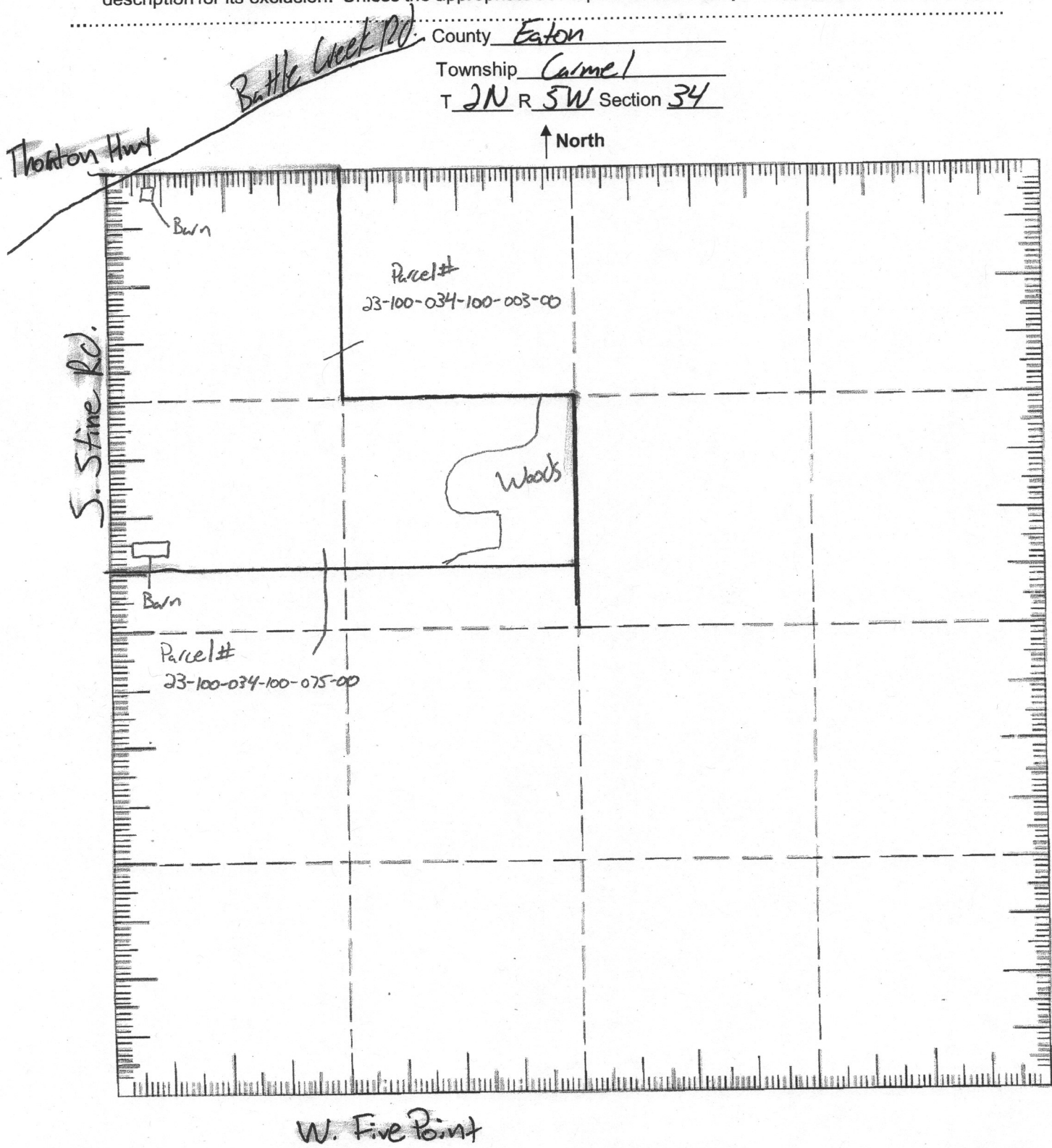
**Questions? Please call Farmland Preservation at (517) 284-5663**



**Map of Farm with Structures and Natural Features:**

- A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft<sup>2</sup> (1 mile<sup>2</sup>) Section)
- B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
- C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
- D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

**Note:** Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.





# Need Additional Plat Books?

Eaton County Farm Bureau  
430 State Street • Charlotte, MI 48813  
(517) 543-5567

GreenStone Farm Credit Services  
722 W. Lawrence Avenue • Charlotte, MI 48813  
(517) 543-1360

# EATON CONSERVATION DISTRICT

EATON CONSERVATION DISTRICT

551 Courthouse Dr., Ste. 3  
Charlotte, MI 48813

(517) 543-1512 x 5  
www.EatonCD.org

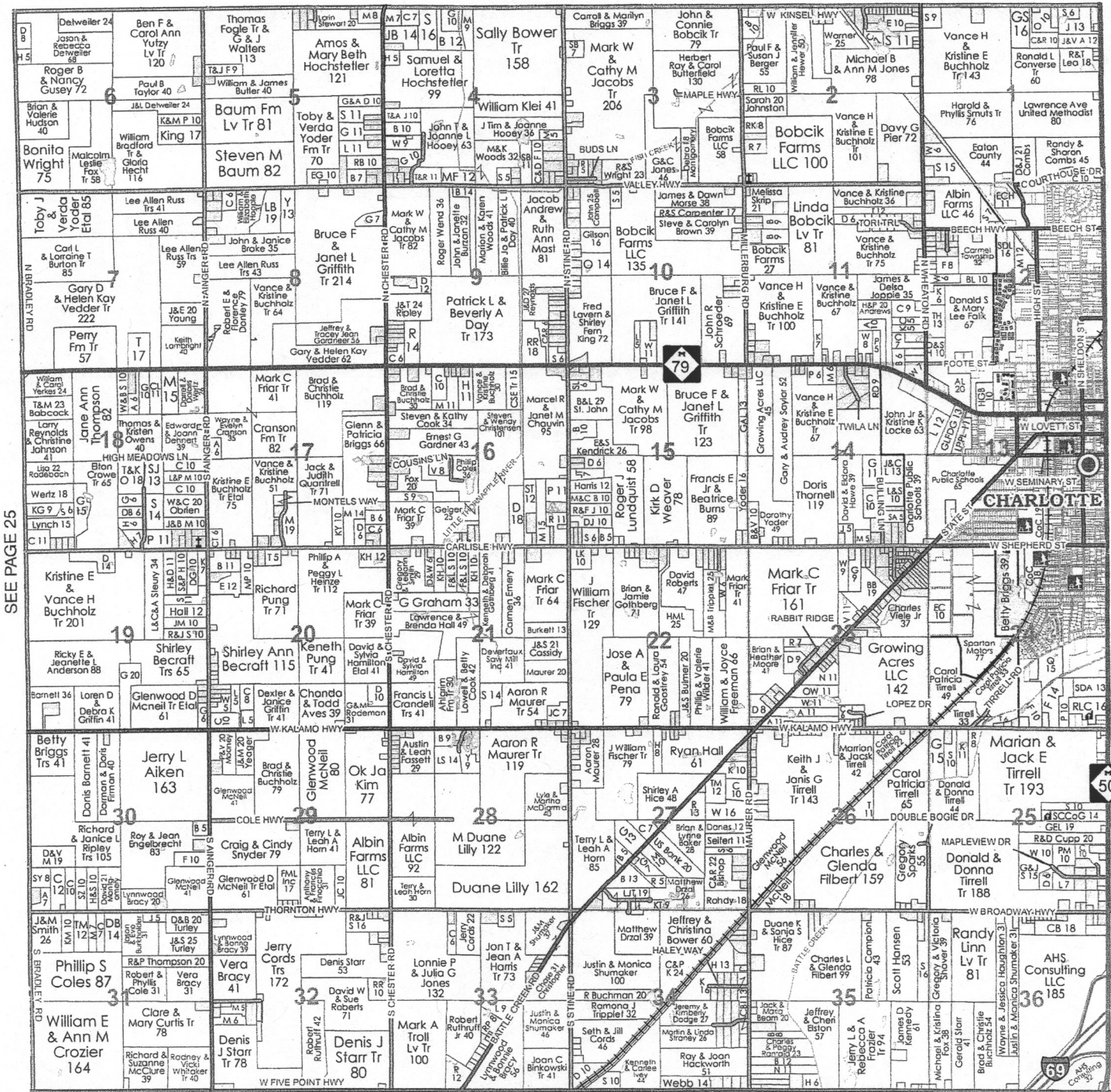


Carmel

## Township 2N - Range 5W

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United States  
Department of  
Agriculture

# Eaton County, Michigan



- Common Land Unit**
- Cropland CLU
  - Non-Cropland CLU
  - Tract Boundary
  - Section Lines

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

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

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

**2019 Program Year**  
 CLU Date: September 19, 2018  
 2018 NAIP Early Access Imagery

**Farm 9500**  
**Tract 3246**

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

*Bogbee E*

**Notice of Assessment, Taxable Valuation, and Property Classification**

This form is issued under the authority of P.A. 206 of 1893, Sec. 211.24 (c) and Sec.211.34c, as amended. This is a model assessment notice to be used by the local assessor.

FROM CARMEL TWP ASSESSOR TERESA WARD 661 BEECH HWY CHARLOTTE, MI 48813-1048	<b>PARCEL IDENTIFICATION</b> PARCEL CODE NUMBER: 23-100-034-100-003-00 ✓ PROPERTY ADDRESS: <b>BATTLE CREEK RD                  CHARLOTTE, MI 48813</b>
NAME AND ADDRESS OF OWNER OR PERSON NAMED ON ASSESSMENT ROLL: SHUMAKER, JUSTIN A & MONICA M 6083 NARROW LAKE RD CHARLOTTE MI 48813-9134	<b>PRINCIPAL RESIDENCE EXEMPTION</b> % Exempt As "Homeowners Principal Residence": .00% % Exempt As "Qualified Agricultural Property": 100.00% % Exempt As "MBT Industrial Personal": .00% % Exempt As "MBT Commercial Personal": .00% Exempt As "Qualified Forest Property": <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Exempt As "Development Property": <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**ACCORDING TO MCL 211.34c THIS PROPERTY IS CLASSIFIED AS: 102 (AGRICULTURAL – VACANT)**

**PRIOR YEAR'S CLASSIFICATION: 102 (AGRICULTURAL – VACANT)**

The change in taxable value will increase/decrease your tax bill for this year by approximately: <b>\$24</b>	PRIOR AMOUNT YEAR: 2018	CURRENT TENTATIVE AMOUNT YEAR: 2019	CHANGE FROM PRIOR YEAR TO CURRENT YEAR
1. TAXABLE VALUE (Current amount is tentative):	33,751	34,561	810
2. ASSESSED VALUE:	132,699	130,100	-2,599
3. TENTATIVE EQUALIZATION FACTOR: 1.000			
4. STATE EQUALIZED VALUE (Current amount is tentative):	132,699	130,100	-2,599
5. There WAS/WAS NOT a transfer of ownership on this property in 2018. WAS NOT			

**The 2019 Inflation rate Multiplier is: 1.024**

**Legal Description:** NW 1/4 OF NW 1/4 EXCEPT THAT PART LYING NW OF ROAD. N 1/2 OF S 1/2 OF NW 1/4. SEC.34, T2N,R5W, CARMEL TWP

**March Board of Review Appeal Information:**

The Taxable Value, the Assessed Value, the State Equalized Value, the Property Classification, or the Transfer of Ownership may be appealed by filing a protest with the Local Board of Review. Protests are made to the Board of Review by completing a Board of Review Petition Form. A Petition Form may be obtained directly from the local unit or from the State Tax Commission at [www.michigan.gov/taxes](http://www.michigan.gov/taxes). Click on Property Taxes Box, then click on Forms and Instructions, then Board of Review to obtain Form 618 (L-4035), Petition to the Board of Review

**March Board of Review Information:**

**THE BOARD OF REVIEW WILL MEET AT THE FOLLOWING TIMES: MARCH 12TH FROM 1:30PM TO 4:30PM AND 6:00PM TO 9:00PM AND MARCH 14TH FROM 9:00AM TO NOON AND 1:30PM TO 4:30PM. BOTH MEETINGS WILL BE HELD AT THE CARMEL TWP HALL AT 661 BEECH HWY. APPOINTMENTS REQUIRED. TO RECEIVE A PETITION AND SCHEDULE AN APPOINTMENT PLEASE EMAIL TO ASSESSOR@CARMELTOWNSHIP.ORG OR CALL 888-805-6182 EXT 3**

Not less than 14 days before the meeting of the Board of Review, the assessment notice shall be mailed to the property owner.

Property taxes were calculated on the Taxable Value (see line 1 above). The Taxable Value number entered in the "Change from Prior Year to Current Year" column, does not indicate a change in your taxes. This number indicates the change in Taxable Value.

State Equalized Value is the Assessed Value multiplied by the Equalized Factor, if any. State Equalized Value must approximate 50% of the market value.

IF THERE WAS A TRANSFER OF OWNERSHIP on your property in 2018, your 2019 Taxable Value will be the same as your 2019 State Equalized Value.

IF THERE WAS NOT A TRANSFER OF OWNERSHIP on your property in 2018, your 2019 Taxable Value is calculated by multiplying your 2018 Taxable Value by 1.024 (Inflation Rate Multiplier for the current year). Physical changes in your property may also increase or decrease your Taxable Value. Your 2019 Taxable Value cannot be higher than your 2019 State Equalized Value.

The denial of an exemption from the local school operating tax for "qualified agricultural properties" may be appealed to the local Board of Review. The denial of an exemption from the local school operating tax for a "homeowner's principal residence" may be appealed to the Michigan Tax Tribunal by the filing of a petition within 35 days of issuance of this notice. The petition must be a Michigan Tax Tribunal form or a form approved by the Michigan Tax Tribunal. Michigan Tax Tribunal forms are available at [www.michigan.gov/taxtrib](http://www.michigan.gov/taxtrib).

Filing a protest at the Board of Review is necessary to protect your right to further appeal valuation and exemption disputes to the Michigan Tax Tribunal and classification appeals to the State Tax Commission. Properties classified Commercial Real, Industrial Real or Developmental Real may be appealed to the regular March Board of Review or to the Michigan Tax Tribunal by filing a petition by May 31. Commercial Personal, Industrial Personal, or Utility Personal Property may be appealed to the regular March Board of Review or to the Michigan Tax Tribunal by filing of a petition by May 31 if a personal property statement was filed with the local unit prior to the commencement of the Board of Review as provided by MCL 211.19, except as otherwise provided by MCL 211.9m, 211.9n and 211.9o. The petition must be a Michigan Tax Tribunal form or a form approved by the Michigan Tax Tribunal. Michigan Tax Tribunal forms are available at [www.michigan.gov/taxtrib](http://www.michigan.gov/taxtrib).

HOMEOWNER'S PRINCIPAL RESIDENCE AFFIDAVIT INFORMATION REQUIRED BY P.A. 114 OF 2012. If you purchased your principal residence after May 1 last year, to claim the principal residence exemption, if you have not already done so, you are required to file an affidavit by June 1 for the immediately succeeding summer tax year levy and all subsequent tax levies or by November 1 for the immediate succeeding winter tax levy and all subsequent tax levies.



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<p>NAME AND ADDRESS OF OWNER OR PERSON NAMED ON ASSESSMENT ROLL: SHUMAKER, JUSTIN A &amp; MONICA M 6083 NARROW LAKE RD CHARLOTTE MI 48813-9134</p>	<p>PRINCIPAL RESIDENCE EXEMPTION % Exempt As "Homeowners Principal Residence": .00% % Exempt As "Qualified Agricultural Property": 100.00% % Exempt As "MBT Industrial Personal": .00% % Exempt As "MBT Commercial Personal": .00% Exempt As "Qualified Forest Property": <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Exempt As "Development Property": <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

ACCORDING TO MCL 211.34c THIS PROPERTY IS CLASSIFIED AS: 101 (AGRICULTURAL – IMPROVED)

PRIOR YEAR'S CLASSIFICATION: 101 (AGRICULTURAL – IMPROVED)

The change in taxable value will increase/decrease your tax bill for this year by approximately: <b>\$12</b>	PRIOR AMOUNT YEAR: 2018	CURRENT TENTATIVE AMOUNT YEAR: 2019	CHANGE FROM PRIOR YEAR TO CURRENT YEAR
1. TAXABLE VALUE (Current amount is tentative):	14,353	14,697	344
2. ASSESSED VALUE:	38,457	38,600	143
3. TENTATIVE EQUALIZATION FACTOR: 1.000			
4. STATE EQUALIZED VALUE (Current amount is tentative):	38,457	38,600	143
5. There WAS/WAS NOT a transfer of ownership on this property in 2018. WAS NOT			

The 2019 Inflation rate Multiplier is: 1.024

Legal Description: N 20 ACRES OF S 40 ACRES OF NW 1/4. SEC. 34, T2N, R5W, CARMEL TOWNSHIP

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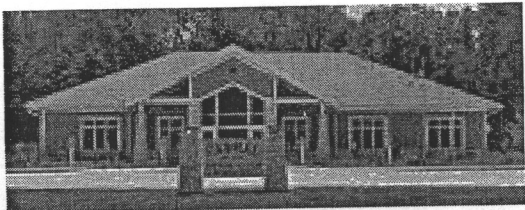
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# 2019 Summer Tax Statement

Parcel #: 100-034-100-075-00



*By Barn*



**Tax Collection Office Hours**      **Additional Tax Collection Day**  
 Tuesday Evenings 5:00-7:00 PM      Tuesday, September 17, 2019  
 888-805-6182 ext. 2      9AM - 12 PM & 1PM - 5PM

E-mail: [treasurer@carmeltownship.org](mailto:treasurer@carmeltownship.org)  
 Website: [www.carmeltownship.org](http://www.carmeltownship.org)

Payments accepted at Independent Bank, Charlotte Branch.  
 A dropbox is located in the Township hall parking lot.  
 Credit Card and Online Payments coming mid-July; please  
 check our website for updates.

**PROPERTY INFORMATION**

Property Assessed To:  
 SHUMAKER, JUSTIN A & MONICA M  
 2608 E NYE HWY  
 CHARLOTTE, MI 48813  
 SCHOOL: 23080  
 Parcel # 100-034-100-075-00  
 Prop Addr: S STINE RD  
 QUALIFIED AGRICULTURAL PROPERTY EXEMPTION

**Legal Description:**

N 20 ACRES OF S 40 ACRES OF NW 1/4. SEC. 34, T2N, R5W, CARMEL TOWNSHIP

**IMPORTANT INFORMATION - SEE REVERSE SIDE**

**OPERATING FISCAL YEARS**

The taxes on this bill will be used for governmental operations for the following fiscal year(s):

County:      OCT 1 - SEP 30  
 Twp:          APR 1 - MAR 31  
 School:      JUL 1 - JUN 30

Does NOT change when the tax is due or its amount.

**PAYMENT INFORMATION**

This tax is due by: 09/17/2019

Pay by mail to: **CARMEL TOWNSHIP**  
 661 BEECH HWY  
 CHARLOTTE, MI 48813-1048

**TAX DETAIL**

TAXABLE VALUE:	STATE EQUALIZED VALUE:	P.R.E. %:
14,697	38,600	100.0000

Class: 101      Acreage of Parcel 20.00

DESCRIPTION	MILLAGE RATE	AMOUNT
STATE ED TAX	6.00000	88.18
EATON CO OPER	5.21490	76.64

Total Tax	164.82
Admin. Fee	1.64
<b>TOTAL AMOUNT DUE</b>	<b>166.46</b>
PREV. PAYMENTS	
BALANCE DUE	166.46

**Carmel Township, Michigan**



**LAND CONTRACT**

Parties

This Contract, made this 22<sup>nd</sup> day of July, 2014, between DOROTHY M. BUGBEE, as successor Trustee of the Charles A. Bugbee Trust dated July 13, 2009, and as Trustee of the Dorothy M. Bugbee Trust dated July 13, 2009, hereinafter referred to as "Seller", whose address is 8670 Lake Drive, Springport, Michigan 49284 and JUSTIN A. SHUMAKER and MONICA M. SHUMAKER, husband and wife, of 6766 East Spicerville, Eaton Rapids, Michigan 48827; and ALAN F. SHUMAKER and CAROLYN S. SHUMAKER, husband and wife, of 6083 Narrow Lake Road, Charlotte, Michigan 48813, as joint tenants with full rights to the survivor and not as tenants in common, hereinafter referred to as "Purchaser",

**Witnesseth:**

Description of Premises

1. Seller Agrees:

(a) To sell and convey to Purchaser land in the Townships of Walton and Carmel, County of Eaton, Michigan, described as:

The South ½ of the Northeast ¼ of the Northeast ¼ and the South ½ of the Northeast ¼, except commencing 1332 feet South of the Northeast corner of Section 9, thence South 1334.78 feet to the East ¼ corner; thence N89°46'42"W 701 feet; thence N00°06'24"E 933.37 feet; thence West 389 feet; thence North 400 feet; thence East 1090 feet to the point of beginning, all in Section 9, T1N, R5W, Walton Township, Eaton County, Michigan.  
(Parcel #23-140-009-200-061-05 containing 75 acres)

Commencing at the Northeast corner of Section 33 for a point of beginning; thence S02°18'42"E 292.02 feet; thence S76°21'44"W 279 feet; thence S32°37'21"W 206.41 feet; thence S59°10'57"E 233.3 feet to the centerline of Battle Creek Highway; thence Northeasterly along the centerline N30°49'03"E 52.67 feet; thence Northeasterly 286.91 feet along a curve to the right with a radius of 3125.22 bearing N33°26'51"E; thence S02°18'42"E 965.96 feet to the South line of the North ½ of the Northeast ¼; thence S87°43'31"W 1331.91 feet; thence N02°19'51"W 1331.32 feet; thence N87°40'07"E 1332.36 feet to the point of beginning, all in Section 33, T2N, R5W, Carmel Township, Eaton County, Michigan.  
(Parcel #23-100-033-200-041-01 containing 39.04 acres)

The North 45 acres of the East 85 acres of the Southeast ¼, Section 33, T2N, R5W, Carmel Township, Eaton County, Michigan.  
(Parcel #23-100-033-400-070-00 containing 45 acres)

The Northwest ¼ of the Northwest ¼, except that part lying Northwest of the road; and the North ½ of the South ½ of the Northwest ¼, all in Section 34, T2N, R5W, Carmel Township, Eaton County, Michigan.  
(Parcel #23-100-034-100-003-00 containing 78.90 acres)

The North 20 acres of the South 40 acres of the Northwest ¼, Section 34, T2N, R5W, Carmel Township, Eaton County, Michigan.  
(Parcel #23-100-034-100-075-00 containing 20 acres)

hereinafter referred to as "the land", together with all tenements, hereditaments, improvements, and appurtenances, including any lighting and plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, TV antenna, now on the land, subject to any applicable building and use restrictions and to any easements affecting the land.

Terms of Payment

(b) That the full consideration for the sale of the land to Purchaser is: Nine Hundred Ninety-one Thousand Two Hundred Fifty and no/100 (\$ 991,250.00 ) dollars, of which the sum of No Dollars (\$ 00 ) dollars has been paid to Seller prior to the delivery hereof, the receipt of which is hereby acknowledged, and the additional sum of Nine Hundred Ninety-one Thousand Two Hundred Fifty and no/100 (\$ 991,250.00 ) dollars, is to be paid to Seller, with interest on any part thereof at any time unpaid at the rate of 3.22 per cent per annum while Purchaser is not in default, and at the rate of 3.22 per cent per annum, computed upon the balance of the purchase price then unpaid, during the period of any default in payment. Such additional purchase money and interest is to be paid in annual installments of Fifty-seven Thousand Seven

Hundred Eighty and no/100 (\$ 57,780.00 ) dollars each, or more at Purchaser's option, on February 1<sup>st</sup> each year, beginning February 1, 2015; such payments to be applied first upon interest and the balance on principal. All of the purchase money and interest shall, however, be fully paid within ten (10) years from the date hereof, anything herein to the contrary notwithstanding.

Seller's  
Duty to  
Convey

(c) To execute and deliver to Purchaser or his assigns, upon payment in full of all sums owing hereon, less the amount then owing on any unpaid mortgage or mortgages, and the surrender of the duplicate of this contract, a good and sufficient warranty deed conveying title to the land, subject to above mentioned restrictions and easements and to any then unpaid mortgage or mortgages, but free from all other encumbrances, except such as may be herein set forth or shall have accrued or attached since the date hereof through the acts or omissions of persons other than Seller or his assigns.

To furnish  
Title  
Evidence

(d) To deliver to Purchaser as evidence of title, at Seller's option, either commitment for title insurance followed by a policy pursuant thereto insuring Purchaser or abstract of title covering the land. The effective date of the policy or certification date of the abstract is to be approximately the date of this contract. Seller shall have the right to retain possession of such evidence of title during the life of this contract but upon demand shall lend it to Purchaser upon the pledging of a reasonable security. The Sellers and Purchasers will equally pay for an owner's title insurance policy showing good and marketable title in the Sellers.

Purchaser's  
Duties

2. Purchaser Agrees:

(a) To purchase the land and pay Seller the sum aforesaid, with interest thereon as above provided.

(b) To use, maintain and occupy the land in accordance with any and all building and use restrictions applicable thereto.

(c) To keep the land in accordance with all police, sanitary or other regulations imposed by any governmental authority.

(d) To keep and maintain the land and the buildings in as good condition as they are at the date hereof and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of Seller's security, without the written consent of Seller.

To Pay Taxes  
and keep  
Premises  
Insured

(e) To pay all taxes and special assessments hereafter levied on the land before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof; and also at all times to keep the buildings now or hereafter on the land insured against loss and damage, in manner and to an amount approved by Seller, and to deliver the policies as issued to Seller with the premiums fully paid.

Alternate  
Payment  
Method

If an amount representing estimated monthly costs of taxes, special assessments and insurance is inserted in Paragraph 2(f), then the method of payment of these items therein indicated shall be adopted. If such an amount is not inserted, then Paragraph 2(f) shall be of no effect and the method of payment provided in Paragraph 2(e) shall apply.

Insert amount  
if advance  
monthly  
installment  
method of  
tax and  
insurance  
payment is to  
be adopted

(f) To pay monthly in addition to the monthly payment hereinbefore stipulated, the sum of ----- (\$-----) dollars, which is an estimate of the monthly cost of taxes, special assessments, and insurance premiums for the land, which shall be credited by Seller on the unpaid principal balance owing on the contract. If Purchaser is not in default under the terms of this contract, Seller shall pay for Purchaser's account the taxes, special assessments and insurance premiums mentioned in Paragraph 2(e) above when due and before any penalty attaches, and submit receipts therefor to Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment, under this paragraph, may be adjusted from time to time so that the amount received shall approximate the total sum required annually for taxes, special assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by Purchaser upon Seller's demand.

Acceptance of  
Title and  
Premises

(g) That he has examined a title insurance commitment/policy dated June 27, 2014 an abstract of title certified to covering the land, and is satisfied with the marketability of title shown thereby. Delivery of such commitment or an owner's title policy issued pursuant to such commitment, or an abstract, to Purchaser shall constitute fulfillment of Seller's agreement to furnish title evidence herein contained.

(h) That he has examined the land and is satisfied with the physical condition of any structure thereon, and hereby waives any and all claims on account of any encroachments on the land or any premises adjacent thereto.

Mortgage  
by Seller

3. Seller and Purchase Mutually Agree:

(a) That Seller may at any time encumber the land by mortgage or mortgages to secure not more than the balance owing hereon at the time such mortgage or mortgages are executed, which mortgage or mortgages shall provide for payments of principal and/or interest not in excess of nor sooner than those provided for in this contract, and shall be a first lien upon the land superior to the right of Purchaser therein; provided notice of the execution of such mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages and the rate of interest and maturity of the principal and interest shall be sent to Purchaser by certified mail promptly after execution thereof. Purchaser shall, on demand of the Seller, execute any instruments that may be required for the exercise of the foregoing power. If Purchaser shall refuse to execute any such instruments demanded by Seller or to accept such certified mail, or such certified mail shall be returned unclaimed, then Seller may post such notice in two conspicuous places on the land, and make affidavit of such facts and of such posting, after which Purchaser's rights shall be subordinated to such mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination effected as herein provided, under or by virtue



of the foregoing power, shall extend to any and all renewals, extensions or amendments of such mortgage or mortgages after Seller has given notice thereof to Purchaser in like manner as is herein provided for giving notice of the execution of such mortgage or mortgages, except as to amendment which would increase the mortgage amount to one in excess of that owing hereon, or provide for a rate of interest in excess of that provided or a maturity date sooner than provided herein.

Encumbrances  
on Seller's  
Title

(b) That if the title of Seller is evidenced by land contract or now or hereafter encumbered by mortgage, Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to Purchaser on demand. On Seller's default Purchaser may pay the same, which payments shall be credited on the sums matured or first maturing hereon with interest at 3.22 % per annum on payments so made. If proceedings are commenced to recover possession of the land or to enforce the payment of such contract or mortgage, because of Seller's default, Purchaser may at any time thereafter while such proceedings are pending encumber the land by mortgage securing such sums as can be obtained upon such terms as may be required and with the proceeds pay and discharge such mortgage or purchase money lien, and any mortgage so given shall be a first lien upon the land superior to the rights of Seller therein. Thereafter Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payments shall be credited on the sums matured or first maturing hereon. When the amount owing hereon is reduced to that owing upon such contract or mortgage or upon any mortgage executed under either of the powers contained in this contract, a conveyance shall be made in the form above provided with a covenant by the grantee to assume and pay the same.

Non-payment  
of Taxes or  
Insurance

(c) That if default is made by Purchaser in the payment of any tax or special assessment or insurance premiums or in the delivery of insurance as above provided, Seller may pay such tax, special assessments or premiums or procure such insurance and pay the premiums therefore, and any amount so paid shall be a further lien on the land payable by Purchaser to Seller forthwith with interest at 3.22 % per annum. This provision shall be effective only if Paragraph 2(e) applies.

Disposition  
of Insurance  
Proceeds

(d) That during the existence of this contract, any proceeds received from a hazard insurance policy covering the land shall first be used to repair the damage and restore the property, with the balance of such proceeds, if any, being distributed to Seller and Purchaser, as their interests may appear.

Assignment  
by Purchaser

(e) That no assignment or conveyance by Purchaser shall create any liability whatsoever against Seller until a duplicate thereof duly witnessed and acknowledged, containing the residence address of the assignee, shall be delivered either personally or by certified mail to Seller and receipt therefor obtained. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by Seller's endorsement of receipt or acceptance thereon.

Possession

(f) That Purchaser shall have the right to possession of the land from and after the date hereof, unless otherwise herein provided, and be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. If the land is vacant or unimproved, Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of a notice of forfeiture of this contract. Erection of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.

Right  
to Forfeit

(g) That should Purchaser fail to perform this contract or any part thereof, Seller immediately after such default shall have the right to declare this contract forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the land, together with additions and accretions thereto, and consider and treat Purchaser as his tenant holding over without permission and may take immediate possession of the land, and Purchaser and each and every other occupant remove and put out. A proper notice of forfeiture, giving Purchaser at least fifteen (15) days to pay any moneys required to be paid hereunder or to cure other material breaches of this contract, shall be served on Purchaser, as provided by statute, prior to institution of any proceedings to recover possession of the land.

Acceleration  
Clause

(h) That if proceedings are taken to enforce this contract by equitable action, after Purchaser shall have been in default for a period of forty-five (45) days or more, the entire amount owing hereon shall be due and payable forthwith, anything herein contained to the contrary notwithstanding.

(i) That time shall be deemed to be of the essence of this contract.

Notice to  
Purchaser

(j) That any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be conclusively presumed to have been served upon Purchaser if such instrument was enclosed in an envelope with first-class postage fully prepaid, addressed to Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by Purchaser and receipted for in writing by Seller, and such envelope was deposited in the United States government mail.

Additional  
Clauses

(k) The 2014 real estate taxes shall be prorated to the date of closing.

(l) The Purchasers presently rent said properties, and no further rental shall be due for 2014.

(m) The Sellers have contracted with Dennis Good, a registered forester, to market the timber on the properties. Dennis Good is to receive 12% of the first \$10,000.00 and 10% of the remaining proceeds from the sale of logs. The parties will split the net proceeds 50% to Sellers and 50% to the Purchasers. The Purchasers' 50% shall be applied to the principal balance on this Land Contract.

(n) All mineral rights in and to said properties are being transferred to Purchasers.



(o) The Sellers are retaining two (2) 3.75-acre lots connected with one of the parcels described herein. The Purchasers will continue farming these parcels in accordance with the rental arrangements presently existing between the parties.

(p) The right to hunt on said properties for Timothy Bugbee, Charlie Bugbee and Jeff Finney will be determined annually by Purchasers and those individuals so notified.

**Dower Rights** If the wife of Seller has dower rights in the land, she agrees by joining in the execution of this contract, to join in executing the deed to be given in fulfillment hereof.

**Capacity of Parties** Any individual parties hereto represent themselves to be of full age. Any corporate parties hereto present themselves to be existing corporations with their charters in full force and effect. Any partnership parties hereto represent themselves to be existing partnerships with their certificates in full force and effect.

**Interpretation of Contract** The pronouns and relative words herein used are written in the masculine and singular. If, however, more than one person joins in the execution hereof as Seller or Purchaser, or either party be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legatees, successors and assigns of the respective parties.

**Signatures** Signed, sealed and delivered by the parties in duplicate the day and year first above written.

IN THE PRESENCE OF:

David L. Smith  
Terri D. Thrun

Dorothy M. Bugbee  
Dorothy M. Bugbee, Trustee  
Justin A. Shumaker  
Justin A. Shumaker  
Monica M. Shumaker  
Monica M. Shumaker  
Alan F. Shumaker  
Alan F. Shumaker  
Carolyn S. Shumaker  
Carolyn S. Shumaker

**Individual Acknowledgement** STATE OF MICHIGAN  
COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, by

\_\_\_\_ County, Michigan  
My commission expires:

**Corporate Acknowledgment** STATE OF MICHIGAN  
COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_,  
(1) by  
(2)  
(3) of  
(4) a Corporation on behalf of the said corporation.

\_\_\_\_ County, Michigan  
My commission expires:

**Note:** Insert at (1) name(s) of officer(s); (2) title(s) of officer(s); (3) name of corporation; (4) state of corporation

**Instrument Drafted by:** David L. Smith  
Attorney at Law

**Business Address:** 133 South Cochran, P.O. Box 8  
Charlotte, MI 48813  
(517) 543-6401