



First American

Commitment

ALTA Commitment for Title Insurance

Example Item # 4 - Title Insurance

ISSUED BY

First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN 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 NOT AN 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 EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO 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, **First American Title Insurance Company**, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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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;
- (f) Schedule B, Part II—Exceptions

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.

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.

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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.

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 *less than the certain dollar amount set forth in any applicable arbitration clause*, 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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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Office: First American Title Insurance Company National Commercial Services

Michigan Office: 8182 Maryland Ave., Suite 400,
St. Louis, MO 63105
(800)449-8792

Commitment No.: NCS-941303-STLO

Property Address: 20.0 foot wide watermain easement, West Bloomfield, MI

Revision No.:

SCHEDULE A

1. Commitment Date: December 18, 2018 at 8:00 AM **Must be dated within 90 days of Dedication**
2. Policy to be issued:
 - (a) ALTA® Owner Policy
Proposed Insured: Charter Township of West Bloomfield, a Michigan other
Proposed Policy Amount: \$TBD
 - (b) ALTA® Lender Policy
Proposed Insured:
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in: West Bloomfield Realty, LLC, a Missouri limited liability company, pursuant to deed recorded in Liber 49428, Page 691
5. The Land is described as follows:
See Schedule C attached hereto and made a part hereof

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment No.: NCS-941303-STLO

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. 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. Pay unpaid taxes and assessments unless shown as paid.

2018 Summer Taxes in the amount of \$56,495.47 are PAID

2018 Winter Taxes in the amount of \$19,251.53 are DUE

TAX PARCEL IDENTIFICATION:

Property Address: 5475 W Maple Rd

Tax Parcel No.: 18-35-201-001, covers more land

Special Assessments: None

The amounts shown as unpaid do not include collection fees, penalties, interests, sewer/water service charges. Please verify before closing.

Notice: If taxes, assessment or water/sewer are to be paid at time of closing, an original tax and water bill must be presented.

6. Submit to the Company evidence of good standing of West Bloomfield Realty, LLC, a Missouri limited liability company, issued by the appropriate office of its state of domicile.
7. With respect to West Bloomfield Realty, LLC, a Missouri limited liability company, we will require a full copy of the operating agreement and any amendments, together with an affidavit signed by the managing member(s) stating that it is a true copy and that there have been no further amendments. Other requirements may be made following the review of such documents.

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8. Submit to the Company a Certificate of Good Standing of Charter Township of West Bloomfield, a Michigan other issued by the Corporation, Securities & Land Development Bureau of the Michigan Department of Consumer & Industry Services.
9. Submit to the Company a certified true copy of the Resolution of Charter Township of West Bloomfield, a Michigan other authorizing and directing the Proper officers to execute all documents.
10. Record Water Main Easement executed by West Bloomfield Realty, LLC, a Missouri limited liability company in favor of Charter Township of West Bloomfield dated August 10, 2017
11. Record Quit Claim Deed from West Bloomfield Realty, LLC, a Missouri limited liability company to Charter Township of West Bloomfield, a Michigan other, as to Water Main Easement
12. Submit "Affidavit by Owner". Additional requirements may be made or exceptions taken for matters disclosed therein.
13. Submit ALTA/NSPS land title survey or other survey satisfactory to the Company by an approved surveyor. Additional Exceptions may be made for easements, parties in possession of the land, encroachments, overlaps, boundary line discrepancies, and other matters which may be disclosed by the survey. This requirement is waived if the land is a lot in a recorded subdivision and the improvement is a one-to-four family residential structure which was constructed more than 18 months ago.

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Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment No.: NCS-941303-STLO

SCHEDULE B, PART II

Exceptions

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

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

1. 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. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Future Advance Mortgage dated August 11, 2017 and recorded August 15, 2017 as Liber 50969, Page 536, made by West Bloomfield Realty, LLC, a Missouri limited liability company, to Great Southern Bank, a Missouri state chartered trust company, to secure an indebtedness in the amount of \$16,550,000.00, and the terms and conditions thereof. (Affects the land and other property)
8. Assignment of Leases and Rents by West Bloomfield Realty, LLC, a Missouri limited liability company to Great Southern Bank, a Missouri state chartered trust company, recorded August 15, 2017 in Liber 50969, Page 554. (Affects the land and other property)

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9. A financing statement recorded August 15, 2017 as Liber 50969, Page 561 of Official Records. (Affects the land and other property)
Debtor: West Bloomfield Realty, LLC
Secured party: Great Southern Bank
10. Future Advance Mortgage dated August 09, 2017 and recorded August 15, 2017 as Liber 50969, Page 573, made by West Bloomfield Realty, LLC, a Missouri limited liability company, to Great Southern Bank, to secure an indebtedness in the amount of \$409,170.00, and the terms and conditions thereof. (Affects the land and other property)
11. The interest of PVL at West Bloomfield, LLC, a Missouri limited liability company Lessee, and the terms, conditions and provisions of Lease, as disclosed by the instrument recorded August 15, 2017 in Liber 50969, Page 564. (Affects the land and other property)
12. Lease Subordination and Attornment Agreement by and between West Bloomfield Realty, LLC, a Missouri limited liability company, PVL at West Bloomfield, LLC, a Missouri limited liability company and Great Southern Bank, recorded August 15, 2017 as Liber 50969, Page 564, and the terms and provisions thereof.
13. Any lien or right to a lien in for labor, services or materials provided in connection with the construction of the improvements referred to in the Notice of Commencement filed September 7, 2017, recorded in Liber 51046, Page 874.
14. Easement for Water Mains granted to Township of West Bloomfield disclosed by instrument recorded in Liber 4897, Page 2, Oakland County Records.
15. Easement granted to Consumers Power Company disclosed by instrument recorded in Liber 7788, Page 812, Oakland County Records.
16. The terms and provisions contained in the document entitled "Zoning Board of Appeals Notice of Variance" recorded January 27, 2017 as Liber 50328, Page 5 of Official Records.
17. The terms, provisions and easement(s) contained in the document entitled "DTE Electric Company Underground Easement (Right of Way)" recorded July 23, 2018 as Liber 52016, Page 533 of Official Records.
18. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
19. Correlative rights of other Riparian Owners and to the Public Trust in and to the waters of the drain crossing subject property.
20. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
21. Rights of tenants under unrecorded leases.

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First American

Schedule C

ISSUED BY

**First American Title Insurance Company National
Commercial Services**

File No: NCS-941303-STLO

Commitment No.: NCS-941303-STLO

Land in the Township of West Bloomfield, Oakland County, MI, described as follows:

20.00 foot wide Watermain Easement

The centerline of a twenty 20.00 foot wide Easement, part of the Northeast 1/4 of Section 35 Town 2 North, Range 9 East, West Bloomfield Township, Oakland County, Michigan, is described as: Beginning at a point distant South 00 degrees 09 minutes 30 seconds East 60.00 feet; and North 89 degrees 50 minutes 30 seconds East 462.20 feet from the North 1/4 corner of said Section 35; thence South 00 degrees 09 minutes 26 seconds East 82.50 feet; thence North 89 degrees 50 minutes 34 seconds East 29.72 feet; thence South 45 degrees 09 minutes 25 seconds East 35.08 feet thence South 00 degrees 09 minutes 16 seconds East 100.35 feet; thence North 89 degrees 50 minutes 44 seconds East 16.75 feet; thence South 89 degrees 50 minutes 44 seconds West 16.75 feet; thence South 00 degrees 09 minutes 16 seconds East 212.41 feet; thence South 44 degrees 51 minutes 12 seconds West 100.04 feet; thence North 45 degrees 50 minutes 41 seconds West 16.99 feet; thence South 45 degrees 50 minutes 41 seconds East 16.99 feet; thence South 44 degrees 51 minutes 12 seconds West 73.93 feet; thence North 89 degrees 59 minutes 56 seconds West 160.43 feet; thence North 45 degrees 04 minutes 31 seconds West 7.79 feet; thence North 47 degrees 16 minutes 42 seconds East 17.38 feet; thence South 47 degrees 16 minutes 42 seconds West 17.38 feet; thence North 45 degrees 04 minutes 31 seconds West 54.93 feet; thence South 44 degrees 55 minutes 29 seconds West 197.35 feet; thence South 00 degrees 05 minutes 05 seconds West 55.51 feet; thence North 00 degrees 05 minutes 05 seconds East 55.51 feet; thence North 44 degrees 55 minutes 29 seconds East 197.35 feet; thence North 45 degrees 04 minutes 31 seconds West 86.87 feet; thence North 00 degrees 01 minutes 13 seconds East 47.06 feet; thence South 89 degrees 58 minutes 47 seconds East 25.04 feet; thence North 89 degrees 58 minutes 47 seconds West 25.04 feet; thence North 00 degrees 01 minutes 13 seconds East 30.71 feet; thence South 89 degrees 58 minutes 47 seconds East 23.08 feet; thence North 89 degrees 58 minutes 47 seconds West 23.08 feet; thence North 00 degrees 01 minutes 13 seconds East 215.66 feet; thence South 89 degrees 58 minutes 47 seconds 16.28 feet; thence North 89 degrees 58 minutes 47 seconds West 16.28 feet; thence North 00 degrees 01 minutes 13 seconds East 21.03 feet; thence North 44 degrees 50 minutes 32 seconds East 59.87 feet; thence North 89 degrees 50 minutes 34 seconds East 169.26 feet; thence North 00 degrees 09 minutes 26 seconds West 25.50 feet; thence South 00 degrees 09 minutes 26 seconds East 25.50 feet; thence North 89 degrees 50 minutes 34 seconds East 125.38 feet; thence North 00 degrees 09 minutes 26 seconds West 82.50 feet to the point of ending.

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