



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL 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 EXTRACONTRACTUAL 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, Fidelity National Insurance Company, a Michigan 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.

Fidelity National Title Insurance Company

By:

ATTEST

President

Secretary

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27C165B
ALTA Commitment for Title Insurance 8-1-16

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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; 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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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.

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.

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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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Fidelity National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Jennifer Gilpin
Issuing Office: Crossroads Title Agency
Issuing Office's ALTA® Registry ID:
Commitment No.: 1217
Issuing Office File No.: 1217
Property Address: 17345 Ederer Road, Hemlock, MI 48626

SCHEDULE A

1. Commitment Date: February 1, 2019 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owners Policy (06/17/06)
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner(s) identified in 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:
 - Raymond F. Dorr Marital Trust under Agreement dated July 5, 1991, as to an undivided 64% interest and
 - Raymond F. Dorr Residual Trust under Agreement dated July 5, 1991, as to an undivided 36% interest
5. The Land is described as follows:
 - The East 1/2 of the Northeast Fractional 1/4, Section 5, Town 11 North, Range 2 East, Fremont Township, Saginaw County, Michigan.

Jennifer Gilpin, Authorized Signatory

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**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.

Warranty Deed from Current Trustee(s) of the Raymond F. Dorr Marital Trust under Agreement dated July 5, 1991, as to an undivided 64% interest and Current Trustee(s) of the Raymond F. Dorr Residual Trust under Agreement dated July 5, 1991, as to an undivided 36% interest to Proposed Purchaser.

RECORD A CERTIFICATE OF TRUST FOR THE **RAYMOND F. DORR MARITAL TRUST UNDER AGREEMENT DATED JULY 5, 1991** IN ACCORDANCE WITH MSA 26.745 (1-6), WHICH CERTIFIES THE FOLLOWING:

- A) Name or Title of Trust,
- B) Date of Trust Agreement and Amendments thereto,
- C) Names and addresses of all Trustees and Successor Trustees
- D) Legal description of the affected real property, and
- E) Verbatim reproductions of provisions in the Trust Agreement and Amendments thereto regarding:
 - 1) The powers of the Trustee(s) relating to real property and restrictions on the powers of the Trustee(s) relating to real property.
 - 2) The governing law; and
 - 3) Amendment of the Trust relating to Trust provisions, certificate that the Trust Agreement remains in full force and effect, and a list of the names and addresses of all person who at the time the certificate is executed are Trustees of the Trust.

SAID CERTIFICATE MUST BE EXECUTED BY ONE OF THE FOLLOWING:

- A) The Settlor or Grantor of the Trust;
- B) An attorney for the Settlor, Grantor or the Trustee;
- C) An officer of a banking institution acting as Trustee; or
- D) An attorney acting as Trustee.

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RECORD A CERTIFICATE OF TRUST FOR THE **RAYMOND F. DORR RESIDUAL TRUST UNDER AGREEMENT DATED JULY 5, 1991** IN ACCORDANCE WITH MSA 26.745 (1-6), WHICH CERTIFIES THE FOLLOWING:

- A) Name or Title of Trust,
- B) Date of Trust Agreement and Amendments thereto,
- C) Names and addresses of all Trustees and Successor Trustees
- D) Legal description of the affected real property, and
- E) Verbatim reproductions of provisions in the Trust Agreement and Amendments thereto regarding:
 - 1) The powers of the Trustee(s) relating to real property and restrictions on the powers of the Trustee(s) relating to real property.
 - 2) The governing law; and
 - 3) Amendment of the Trust relating to Trust provisions, certificate that the Trust Agreement remains in full force and effect, and a list of the names and addresses of all person who at the time the certificate is executed are Trustees of the Trust.

SAID CERTIFICATE MUST BE EXECUTED BY ONE OF THE FOLLOWING:

- A) The Settlor or Grantor of the Trust;
- B) An attorney for the Settlor, Grantor or the Trustee;
- C) An officer of a banking institution acting as Trustee; or
- D) An attorney acting as Trustee.

The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

Discharge of the Farmland Development Rights Agreement shown on Schedule B-Section II.

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 Company requires for its review a satisfactory indemnity and affidavit to be executed by the seller(s)/mortgagor(s) stating that:

- (a) There are no matters pending against the affiant(s) that could give rise to a lien or any other right that would attach to the land between the effective date of commitment as extended and the recording of the interest to be insured.
- (b) The affiant(s) have not and will not execute any instruments or allow any action that would adversely affect the interest to be insured.

Notice: Please be aware that 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

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involving Land that is associated with these activities.

If the above stated requirements are not satisfied or if the following unpaid taxes and/or special assessments, if any, are not paid, these items will be shown as an exception to coverage on Schedule B-Part I on the final policy, when issued.

Payment of all taxes and/or assessments levied against the subject premises which are due and payable.

Tax No.15-11-2-05-1001-000

2018 Winter and prior years taxes PAID

2018 Winter taxes PAID in the amount of \$878.87

2018 Summer taxes PAID in the amount of \$647.25

Special Assessments: Closer will obtain prior to closing.

2018 SEV: \$142,200

Homestead: 100.00 %

Note: Sewer and water connection and service charges are not examined.

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 the terms, 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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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. 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.
5. 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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
9. 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.
10. 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.
11. 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.
12. Taxes which become a lien pursuant to Public Act 143 of 1995 and any other taxes and/or assessments which become a lien or become due and payable subsequent to the date of this Commitment. Also, any additional taxes found due as a result of denial of a Homestead Exemption.

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13. Easements, restrictions, rights of way, oil and gas leases, mineral rights, and road and/or highway rights-of-way of usual and ordinary nature, not of record, if any.
14. Remaining balance of special assessments, if any.
15. Notwithstanding any provisions of the policy or commitment to the contrary, the company makes no representation or assurance regarding compliance or non-compliance with the provisions of the land division act (PA 591 of 1996) as applicable to unplatted lands.
16. Rights of the public and any governmental unit in any part of the land taken, deeded or used for road, street or highway purposes.
17. Rights of tenants under unrecorded leases and any and all parties claiming by, through and thereunder.
18. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
19. Terms and Conditions of the Release of Right of Way in favor of the Saginaw County Drain Commission recorded in Liber 1216 at Page 573.
20. The Owner's Policy, when issued, will contain standard exceptions unless otherwise requested and other requirements are met.
21. Interest of others in oil, gas and mineral rights, if any, recorded in the Public Records or unrecorded.
22. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned Land.
23. Farmland Development Rights Agreement dated April 25, 2008 and recorded May 30, 2008 in Liber 2494 at Page 2219.

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