



First American

Commitment

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

300 E. Long Lake Road, Suite 300, Bloomfield Hills, Michigan, 48304,
(248)540-4102, mi.bloomfield@firstam.com

File No. 797855

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized authority.

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. **The policy to be issued may contain an arbitration clause. When the amount of the Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.**



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Schedule A

Commitment for Title Insurance

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300 E. Long Lake Road, Suite 300, Bloomfield Hills, Michigan, 48304
(248)540-4102, (866)550-1079, mi.bloomfield@firstam.com

File No. 797855
Patty Meadows
Date Printed: November 14, 2017

Address Reference: 488 State Park Drive, Bay City, MI 48706

1. Commitment Date: September 29, 2017 @ 8:00 am
2. Policy (or Policies) to be issued: Policy Amount
 - a. ALTA Owner's Policy of Title Insurance (6-17-06) \$0.00

Proposed Insured: Prospective Purchaser

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:

City of Bay City

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

See SCHEDULE C attached hereto.

By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)



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Schedule BI

Commitment for Title Insurance

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First American Title Insurance Company

300 E. Long Lake Road, Suite 300, Bloomfield Hills, Michigan, 48304

File No.: 797855

REQUIREMENTS

The following requirements must be satisfied:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.
4. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered and recorded:
5. If the Company has been requested to limit the exception for rights of tenants to rights of tenant, as tenants only, the exception will be limited as requested upon submission and review of copies of leases to confirm there are no rights of first refusal or options to purchase contained in any lease or upon submission of such other evidence satisfactory to the company that there are no rights of first refusal or options to purchase in favor of any tenant.
6. Provide evidence of the purchase price or the amount of any mortgage to be insured and identify any proposed insured. Once a proposed insured has been identified, additional requirements and exceptions may be made.
This commitment shall be effective only when the amount of the policy, in amount greater than \$0.00, has been inserted in Schedule A by the Company.
7. Provide First American Title Insurance Company with a satisfactory survey of the land. The legal description as deeded and recorded is erroneous and does not close.
8. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements relating to the interest or the loan.
9. Pay unpaid taxes and assessments unless shown as paid.
10. Taxes are exempt:
Tax Item Number: 010-032-200-030-00
488 State Park Drive, Bay City, MI 48706

NOTE: If subject property is connected to public/community water or sewer, furnish a copy of the current bill to First American Title Insurance Company showing that all charges have been paid to date or the Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the date of the Policy.



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Schedule BII

Commitment for Title Insurance

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300 E. Long Lake Road, Suite 300, Bloomfield Hills, Michigan ,48304

File No.: 797855

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. 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.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. 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.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
5. Taxes and assessments not due and payable at Commitment Date.
6. Terms and Conditions contained in Deed as disclosed by instrument recorded in [Liber 91, page 230](#), Quit Claim Deed recorded in [Liber 681, page 71](#) and Affidavit recorded in [Liber 681, page 72](#).
7. Terms and Conditions contained in Release of Right of Way as disclosed by instrument recorded in [Liber 220, page 147](#).
8. Easement in favor of the Board of Public Works of Bay County and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 847, page 715](#).
9. Right of Way in favor of Michigan Bell Telephone Company and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 848, page 917](#).
10. Terms and Conditions contained in Warranty Deed as disclosed by instrument recorded in [Liber 1469, page 642](#).
11. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
12. Interest of others in oil, gas and mineral rights, if any, recorded in the public records.
13. 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.
14. Rights of tenants, if any, under any unrecorded leases.
15. Lien for outstanding water or sewer charges, if any.



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Schedule C

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The land referred to in this Commitment, situated in the County of Bay, Township of Bangor, State of Michigan, is described as follows:

A piece of land in Lot 3, Section 32, Town 15 North, Range 5 East, Bangor Township, Bay County, Michigan, described as follows: Beginning at a point in the center of Henry Street, so called, 948.5 feet North 2 degrees East from the Southwest corner of said Lot 3 said point being the Southwest corner of the original purchase for water works plant, running thence North 2 degrees East 621.5 feet to the meander line of Saginaw Bay, thence South 60 degrees East 600 feet, thence South parallel to the West line 69.80 feet, thence South 60 degrees East 141 feet, thence South 2 degrees West parallel to the West line 577.56 feet, thence West at a right angle to said Henry Street 659.76 feet the center line of said Henry Street, thence North 2 degrees East 363.21 feet to beginning.

EXCEPT:

Part of Government Lot 3, Section 32, Town 15 North-Range 5 East, Bangor Township, Bay County, Michigan, being further described as COMMENCING at the Southwest corner of Government Lot 3; thence North 00 degree 20 minutes 30 seconds East 584.90 feet, along the East 1/8 line; thence South 89 degrees 44 minutes 24 seconds East 200.00 feet, along the Northerly right-of-way line of Lagoon Beach Drive to the POINT OF BEGINNING; thence North 00 degree 20 minutes 30 seconds East 670.00 feet; thence North 89 degrees 44 minutes 24 seconds West 200.00 feet, to the East 1/8 line; thence North 00 degree 20 minutes 30 seconds East 463.88 feet, along said 1/8 line to a Government Meander Line, as established by a 1929 survey; thence along said Meander Line South 62 degrees 22 minutes 30 seconds East, 600.82 feet; thence South 00 degree 02 minutes 15 seconds West, 215.34 feet; thence South 61 degrees 40 minutes 15 seconds East 141.95 feet; thence South 00 degree 24 minutes 30 seconds West 577.00 feet, to the Northerly Line of Lagoon Beach Drive; thence along said line North 89 degrees 33 minutes 47 seconds West, 459.80 feet, to the POINT OF BEGINNING.



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.