



LIBERTY TITLE
PROTECTING PROPERTY RIGHTS SINCE 1974

INVOICE

Invoice Date: 3/15/2023
File/invoice No.: LIB182756
Underwriter: Westcor Land Title Insurance Company

Revision No.: 0

BILLING

Billed To:
Gentry Nalley, PLLC
721 East Grand River Ave.
Howell, MI 48843
(517) 878-7690

Remit Payment To:
Liberty Title Agency
225 W. Grand River
Brighton, MI 48116
(810) 225-9597

DETAILS

Property Address: 200 N Grand, Fowlerville, MI 48836

Seller(s): Fowlerville Area Fire Authority, a Michigan Emergency Services Authority

DESCRIPTION

AMOUNT

INFORMATIONAL COMMITMENT

Invoice Total Amount Due

\$ 0.00



**ALTA Commitment Form
(Adopted 06-17-06) (Revised 08-01-2016)**

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
WESTCOR LAND 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 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, WESTCOR LAND TITLE INSURANCE COMPANY, a California 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 (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

WESTCOR LAND TITLE INSURANCE COMPANY



Liberty Title Agency



By:



President

Attest:



Secretary

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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) signed 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.

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.

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- (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.
- (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. INTENTIONALLY OMITTED

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WESTCOR LAND TITLE INSURANCE COMPANY
ALTA COMMITMENT FOR TITLE INSURANCE
(Adopted 6-17-06; Rev. 08-01-2016)

Transaction Identification Data for reference only:

Issuing Agent: Liberty Title Agency
Issuing Office: 225 W. Grand River
Issuing Office's ALTA® Registry ID: 0006307-3
Loan ID Number:
Commitment Number: LIB182756
Issuing Office File Number: LIB182756
Property Address: 200 N Grand, Fowlerville, MI 48836
Revision Number: 0

SCHEDULE A

1. Commitment Date: 3/2/2023 at 8:00 AM
2. Policy to be issued:
 - a) (☒) Owner's Policy (ALTA Owner's Policy (6/17/2006))
Proposed Insured: Livingston County, a municipal corporation Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below. The Company herein shall have no liability under this commitment until an endorsement is issued stating the proposed insured. Once the Company herein has been provided with proper names we reserve the right to make any additional exceptions and/or requirements deemed necessary
Proposed Policy Amount:
 - b) (☐) Loan Policy (ALTA Short Form Residential Loan Policy (12/3/2012))
Proposed Insured: Lender with contractual obligations under a loan agreement with the vested owner identified at Item 4 below, or proposed purchaser
Proposed Policy Amount:
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:

Fowlerville Area Fire Authority, a Michigan Emergency Services Authority
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

Westcor Land Title Insurance Company



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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.
5. Note: If, per Public Act 201 of 2010, the land to be insured is defined as "Commercial Real Estate" and the proposed transaction is or will be the subject of a written commission agreement running in favor of a commercial real estate broker, The Company shall be immediately notified and this Commitment will be revised and made subject to such further requirements and exceptions as deemed necessary.
6. IF THE TRANSACTION CONTEMPLATED BY THIS COMMITMENT WILL NOT BE CLOSED BY LIBERTY TITLE, PLEASE CONTACT OUR OFFICE FOR ADDITIONAL DOCUMENTS THAT MAY BE REQUIRED.
7. SUBMIT A RESOLUTION BY THE BOARD OF DIRECTORS OF FOWLerville AREA FIRE AUTHORITY, A MICHIGAN EMERGENCY SERVICES AUTHORITY AUTHORIZING THE PROPOSED TRANSACTION AND DESIGNATING THE OFFICERS AUTHORIZED TO EXECUTE DOCUMENT(S) FOR THE CORPORATION. THE RESOLUTION MUST BE PURSUANT TO A PROPERLY CONDUCTED MEETING OF THE BOARD OF DIRECTORS.
8. SUBMIT A RESOLUTION BY THE BOARD OF DIRECTORS OF LIVINGSTON COUNTY, A MUNICIPAL CORPORATION AUTHORIZING THE PROPOSED TRANSACTION AND DESIGNATING THE OFFICERS AUTHORIZED TO EXECUTE DOCUMENT(S) FOR THE CORPORATION. THE RESOLUTION MUST BE PURSUANT TO A PROPERLY CONDUCTED MEETING OF THE BOARD OF DIRECTORS.
9. RECORD WARRANTY DEED FROM ABOVE OWNER(S) TO LIVINGSTON COUNTY, A MUNICIPAL CORPORATION.
10. PROVIDE EVIDENCE SATISFACTORY TO INSURER THAT THERE ARE NO EXISTING UNRECORDED MORTGAGES OR OTHER LIENS ON SUBJECT PROPERTY.
11. NOTE: Personal property taxes not examined.

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ABOVE TAX CODE IS CURRENTLY TAX EXEMPT.

Payment of taxes should be by current tax bill which sets forth interest and penalties, if any. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any homestead exemption status for the insured premises.

NOTE: Special Assessments and/or Non-Ad Valorem Taxes are noted below:

None.

NOTE: The policy is 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. Easements or claims of easements not shown by the public records.
4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
7. Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.
8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.
9. Rights of tenants under unrecorded leases, if any.
10. Terms and conditions contained in Fire Building Agreement as recorded in [Liber 947, page 592](#), Livingston County Records.
11. Any loss or damage sustained by the insured resulting from any unpaid water or sewer bill.

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**WESTCOR LAND TITLE INSURANCE COMPANY
ALTA COMMITMENT FOR TITLE INSURANCE
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SCHEDULE C

The land referred to in this Commitment is located in the Village of Fowlerville, County of Livingston, State of Michigan, and described as follows:

Lot(s) 3, Assessor's Plat No. 2, according to the recorded Plat thereof, as recorded in Liber 4 of Plat(s), Page 10, Livingston County Records, EXCEPTING therefrom the East 88 feet.

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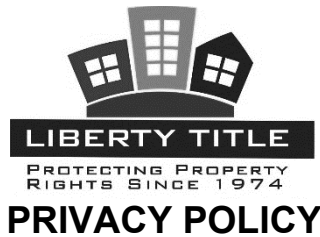
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We respect the privacy expectations of today's consumers and the requirements of federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed,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

We collect Personal Information about you from the following sources;

- Information we receive from you, such as your name, address, telephone number, or social security number;
- Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc., and;
- Information from public records.

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

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

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

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

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

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Notice of Privacy Policy**of****Westcor Land Title Insurance Company**

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com.

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