



LIBERTY TITLE
PROTECTING PROPERTY RIGHTS SINCE 1974

INVOICE

Invoice Date: 5/7/2019
File/invoice No.: LIB115119
Underwriter: Stewart Title Guaranty Company

Revision No.: 0

BILLING

Billed To:
City of Flint Planning & Zoning Division
1101 Saginaw Street
Flint, MI 48502
(810) 766-7426

Remit Payment To:
Liberty Title Agency
111 N. Main Street
Ann Arbor, MI 48104
(734) 665-6103

DETAILS

Property Address: VL W Kearsley St., Flint, MI 48503
Purchaser(s): to be furnished
Seller(s): Chesapeake & Ohio R R

| <i>DESCRIPTION</i> | <i>AMOUNT</i> |
|---|---------------|
| | \$0.00 |
| Title - Title Search Fee to Liberty Title | \$350.00 |
| | _____ |
| | _____ |
| Invoice Total Amount Due | \$350.00 |



ALTA Commitment for Title Insurance 6-17-06 Revised (08-01-16)

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

STEWART TITLE GUARANTY 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, STEWART TITLE GUARANTY COMPANY, a Texas 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 after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:



Liberty Title Agency

Liberty Title Agency
Company Name

Ann Arbor, MI
City, State

stewart
title guaranty company



Matt Morris
President and CEO



Denise Carraux
Secretary

[PLEASE CLICK HERE TO SUBMIT A QUESTION ABOUT YOUR COMMITMENT!](#)

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File No.: LIB115119

ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION



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) (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.

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:

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- 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.

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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File No.: LIB115119

ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Liberty Title Agency
Issuing Office: 111 N. Main Street
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: LIB115119
Issuing Office File Number: LIB115119
Property Address: VL W Kearsley St., Flint, MI 48503
Revision Number: 0

SCHEDULE A

1. Commitment Date: 4/26/2019 at 8:00 AM
2. Policy to be issued:
 - a) () Owner's Policy (ALTA Owner's Policy (6/17/2006))
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
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:

CSX Transportation, Inc., by merger with Chesapeake and Ohio Railway Company
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

Stewart Title Guaranty Company



Authorized Signatory

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ALTA Commitment For Title Insurance 8-1-16

AMERICAN
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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE BI

ISSUED BY
STEWART TITLE GUARANTY COMPANY

REQUIREMENTS

Commitment Number: LIB115119

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. 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.
6. NOTE: Personal property taxes not examined.
7. Tax Code: 40-13-234-012. Taxes paid through 2017 WINTER.
UNPAID TAXES: 2018 SUMMER
2018 Summer Tax assessed: \$1,064.06 DUE.
2018 Winter Tax assessed: \$122.80 paid.
2018 SEV: \$16,700.00.
2018 Taxable Value: \$15,566.00.

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 which are included in the above taxes amounts are noted below:

\$70.94 for STREET LIGHT included in WINTER tax bill.

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ALTA Commitment For Title Insurance 8-1-16

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LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE BII

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXCEPTIONS

Commitment Number: LIB115119

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. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
4. Any lien, or right to a lien, for services, labor, material or equipment, heretofore or hereafter furnished, imposed by law and not recorded in the Public Records.
5. Taxes or assessments which are not recorded as existing liens in the Public Records.
6. Rights of tenants under unrecorded leases, if any.
7. Any loss or damage sustained by the insured resulting from any unpaid water or sewer bill.

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ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE C

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Commitment Number: LIB115119

The land referred to in this Commitment is located in the City of Flint, County of Genesee, State of Michigan, and described as follows:

Part of Lots 7 and 9, Block D, Stockton's West Addition, Plat Liber 1, Page 4, Genesee County Records described as: Beginning at a point on Northerly line of said Lot 7, 4.44 feet Westerly from Northeasterly corner of said Lot; thence Southwesterly along Easterly line of Chesapeake & Ohio Railroad Right of Way to Westerly line of said Lot 9; thence Northerly along Westerly line of said Lot to Northwesterly corner of said Lot; thence Easterly along Northerly line of said Lots 9 & 7 to beginning

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ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION





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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ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION





LIBERTY TITLE
PROTECTING PROPERTY RIGHTS SINCE 1974

INVOICE

Invoice Date: 5/8/2019
File/invoice No.: LIB115116
Underwriter: Stewart Title Guaranty Company

Revision No.: 0

BILLING

Billed To:
City of Flint Planning & Zoning Division
1101 Saginaw Street
Flint, MI 48502
(810) 766-7426

Remit Payment To:
Liberty Title Agency
111 N. Main Street
Ann Arbor, MI 48104
(734) 665-6103

DETAILS

Property Address: v I W Kearsley St., Flint, MI 48503
Purchaser(s): to be furnished
Seller(s): CSX Transporation, Inc.

| <i>DESCRIPTION</i> | <i>AMOUNT</i> |
|---|---------------|
| | \$0.00 |
| Title - Title Search Fee to Liberty Title | \$350.00 |
| | _____ |
| | _____ |
| Invoice Total Amount Due | \$350.00 |



ALTA Commitment for Title Insurance 6-17-06 Revised (08-01-16)

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Countersigned by:



Liberty Title Agency

Liberty Title Agency
Company Name

Ann Arbor, MI
City, State

stewart
title guaranty company



Matt Morris
President and CEO



Denise Carraux
Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

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- 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 \$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>.

[PLEASE CLICK HERE TO SUBMIT A QUESTION ABOUT YOUR COMMITMENT!](#)

This page is only a part of 2016 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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File No.: LIB115116

ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Liberty Title Agency
Issuing Office: 111 N. Main Street
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: LIB115116
Issuing Office File Number: LIB115116
Property Address: v I W Kearsley St., Flint, MI 48503
Revision Number: 0

SCHEDULE A

1. Commitment Date: 4/29/2019 at 8:00 AM
2. Policy to be issued:
 - a) () Owner's Policy (ALTA Owner's Policy (6/17/2006))
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
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:

CSX Transportation Inc., by merger with Chesapeake and Ohio Railway Company
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

Stewart Title Guaranty Company



Authorized Signatory

[PLEASE CLICK HERE TO SUBMIT A QUESTION ABOUT YOUR COMMITMENT!](#)

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File No.: LIB115116

ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE BI

ISSUED BY
STEWART TITLE GUARANTY COMPANY

REQUIREMENTS

Commitment Number: LIB115116

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. 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.
6. NOTE: Personal property taxes not examined.
7. Tax Code: 40-13-276-014. Taxes paid through 2018 WINTER.
UNPAID TAXES: NONE
2018 Summer Tax assessed: \$265.75 paid.
2018 Winter Tax assessed: \$18.18 paid.
2018 SEV: \$3,200.00.
2018 Taxable Value: \$3,040.00.

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 which are included in the above taxes amounts are noted below:

\$70.94 for STREET LIGHT included in WINTER tax bill.

[PLEASE CLICK HERE TO SUBMIT A QUESTION ABOUT YOUR COMMITMENT!](#)

This page is only a part of 2016 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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File No.: LIB115116

ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE BII

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXCEPTIONS

Commitment Number: LIB115116

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. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
4. Any lien, or right to a lien, for services, labor, material or equipment, heretofore or hereafter furnished, imposed by law and not recorded in the Public Records.
5. Taxes or assessments which are not recorded as existing liens in the Public Records.
6. Rights of tenants under unrecorded leases, if any.
7. Easements over that portion of subject property included in the vacated Street
8. Any loss or damage sustained by the insured resulting from any unpaid water or sewer bill.

[PLEASE CLICK HERE TO SUBMIT A QUESTION ABOUT YOUR COMMITMENT!](#)

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File No.: LIB115116

ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE C

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Commitment Number: LIB115116

The land referred to in this Commitment is located in the City of Flint, County of Genesee, State of Michigan, and described as follows:

Commencing at Northeasterly corner of Block C, Stockton's West Addition according to the recorded Plat as recorded in Plat Liber 1, page 4, Genesee County Records., thence South 29 degrees 19 minutes East along Easterly line of said Block, 20.5 feet; thence South 35 degrees 15 minutes West, 111.32 feet; thence South 46 degrees 25 minutes West, 32 feet to the point of beginning; thence Southeasterly to the Northerly Right of Way line of CSX Railroad; thence Southwesterly along said Right of Way to the intersection of said Right of Way and Southerly line of Lot 7, Block C Stockton's West Addition; thence continuing Southwesterly along Southerly line of said Lot 7 and Lot 9 to Westerly line of Lot 9; thence Southwesterly 33 feet to the middle of Vacated Ann Arbor Street; thence North 29 degrees 19 minutes West, 77.55 feet, thence North 60 degrees 40 minutes West, 132 feet more or less; thence North 55 degrees 37 minutes 30 seconds East, 67 feet; thence North 46 degrees 25 minutes East, 35.6 feet to place of beginning.

[PLEASE CLICK HERE TO SUBMIT A QUESTION ABOUT YOUR COMMITMENT!](#)

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File No.: LIB115116

ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION





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.

[PLEASE CLICK HERE TO SUBMIT A QUESTION ABOUT YOUR COMMITMENT!](#)

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File No.: LIB115116

ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION





LIBERTY TITLE
PROTECTING PROPERTY RIGHTS SINCE 1974

INVOICE

Invoice Date: 5/10/2019
File/invoice No.: LIB115123
Underwriter: Stewart Title Guaranty Company

Revision No.: 0

BILLING

Billed To:
City of Flint Planning & Zoning Division
1101 Saginaw Street
Flint, MI 48502
(810) 766-7426

Remit Payment To:
Liberty Title Agency
111 N. Main Street
Ann Arbor, MI 48104
(734) 665-6103

DETAILS

Property Address: v I W Kearsley St., Flint, MI 48502
Purchaser(s): to be furnished
Seller(s): CSX Transportation, Inc.

| <i>DESCRIPTION</i> | <i>AMOUNT</i> |
|---|---------------|
| | \$0.00 |
| Title - Title Search Fee to Liberty Title | \$350.00 |
| | _____ |
| | _____ |
| Invoice Total Amount Due | \$350.00 |



ALTA Commitment for Title Insurance 6-17-06 Revised (08-01-16)

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

STEWART TITLE GUARANTY 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, STEWART TITLE GUARANTY COMPANY, a Texas 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 after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:



Liberty Title Agency

Liberty Title Agency
Company Name

Ann Arbor, MI
City, State

stewart
title guaranty company



Matt Morris
President and CEO



Denise Carraux
Secretary

[PLEASE CLICK HERE TO SUBMIT A QUESTION ABOUT YOUR COMMITMENT!](#)

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File No.: LIB115123

ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION



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) (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.

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:

[PLEASE CLICK HERE TO SUBMIT A QUESTION ABOUT YOUR COMMITMENT!](#)

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ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION



- 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.

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>.

[PLEASE CLICK HERE TO SUBMIT A QUESTION ABOUT YOUR COMMITMENT!](#)

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File No.: LIB115123

ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Liberty Title Agency
Issuing Office: 111 N. Main Street
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: LIB115123
Issuing Office File Number: LIB115123
Property Address: v I W Kearsley St., Flint, MI 48502
Revision Number: 0

SCHEDULE A

1. Commitment Date: 4/29/2019 at 8:00 AM
2. Policy to be issued:
 - a) () Owner's Policy (ALTA Owner's Policy (6/17/2006))
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
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:

CSX Transportation Inc., by merger with The Chesapeake and Ohio Railway Company
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

Stewart Title Guaranty Company



Authorized Signatory

[PLEASE CLICK HERE TO SUBMIT A QUESTION ABOUT YOUR COMMITMENT!](#)

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ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE BI

ISSUED BY
STEWART TITLE GUARANTY COMPANY

REQUIREMENTS

Commitment Number: LIB115123

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. 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.
6. SUBMIT A RESOLUTION BY THE BOARD OF DIRECTORS OF CSX TRANSPORTATION INC. 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.
7. NOTE: Personal property taxes not examined.
8. Tax Code: 40-13-278-009. Taxes paid through 2017 WINTER.
UNPAID TAXES: 2018 SUMMER
2018 Summer Tax assessed: \$6,146.15 DUE.
2018 Winter Tax assessed: \$570.62 paid.
2018 SEV: \$100,000.00.
2018 Taxable Value: \$95,215.00.

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 which are included in the above taxes amounts are noted below:

\$70.94 for STREET LIGHT included in SUMMER tax bill.

[PLEASE CLICK HERE TO SUBMIT A QUESTION ABOUT YOUR COMMITMENT!](#)

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File No.: LIB115123

ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE BII

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXCEPTIONS

Commitment Number: LIB115123

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. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
4. Any lien, or right to a lien, for services, labor, material or equipment, heretofore or hereafter furnished, imposed by law and not recorded in the Public Records.
5. Taxes or assessments which are not recorded as existing liens in the Public Records.
6. Rights of tenants under unrecorded leases, if any.
7. Easement in favor of City of Flint, as recorded in [Liber 288, page 134](#), Genesee County Records.
8. 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 PA 591 of 1996. (Note: PA 591 of 1996 revises the Subdivision Control Act).
9. Subject to the rights of the public or any governmental unit in any part of subject property taken, deeded or used for road, street or highway purposes.
10. Any loss or damage sustained by the insured resulting from any unpaid water or sewer bill.

[PLEASE CLICK HERE TO SUBMIT A QUESTION ABOUT YOUR COMMITMENT!](#)

This page is only a part of 2016 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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File No.: LIB115123

ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE C

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Commitment Number: LIB115123

The land referred to in this Commitment is located in the City of Flint, County of Genesee, State of Michigan, and described as follows:

Abandoned CSX Transportation Railroad property in the City of Flint running Southerly from South line of W Kearsley Street to North line of Twelfth Street, Except that part Dedicated for Public Right of Way; Also except that part described as: Beginning at Northeast corner of Lot 4, Block C Stockton's West Addition; thence Southwesterly along Southerly line of C & O Railway Right of Way to a point 66 feet Easterly of Westerly line of Ann Arbor Street; thence Westerly 66 feet to Northwest corner of First Street and Ann Arbor Street; thence Southerly along Westerly line of Ann Arbor Street, 33 feet; thence South 60 degrees 40 minutes 00 seconds West, 174.59 feet to Northerly line of C & O Railroad Right of Way; thence Northeasterly along said Right of Way line to a point 180 feet, more or less, southwesterly from point of beginning; thence North 60 degrees 43 minutes 56 seconds East, 180 feet, more or less to point of beginning.

[PLEASE CLICK HERE TO SUBMIT A QUESTION ABOUT YOUR COMMITMENT!](#)

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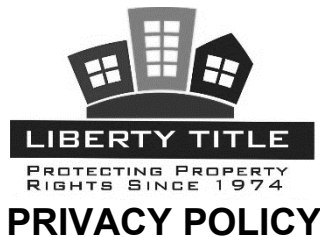
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File No.: LIB115123

ALTA Commitment For Title Insurance 8-1-16

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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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File No.: LIB115123

ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
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LIBERTY TITLE
PROTECTING PROPERTY RIGHTS SINCE 1974

INVOICE

Invoice Date: 5/9/2019
File/invoice No.: LIB115125
Underwriter: Stewart Title Guaranty Company

Revision No.: 0

BILLING

Billed To:
City of Flint Planning & Zoning Division
1101 Saginaw Street
Flint, MI 48502
(810) 766-7426

Remit Payment To:
Liberty Title Agency
111 N. Main Street
Ann Arbor, MI 48104
(734) 665-6103

DETAILS

Property Address: v I Hemphill Rd., Flint, MI 48507
Purchaser(s): to be furnished
Seller(s): CSX Transporation, Inc.

DESCRIPTION

AMOUNT

| | |
|---|----------|
| | \$0.00 |
| Title - Title Search Fee to Liberty Title | \$350.00 |
| | _____ |
| | _____ |
| Invoice Total Amount Due | \$350.00 |



ALTA Commitment for Title Insurance 6-17-06 Revised (08-01-16)

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

STEWART TITLE GUARANTY 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, STEWART TITLE GUARANTY COMPANY, a Texas 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 after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:



Liberty Title Agency

Liberty Title Agency
Company Name

Ann Arbor, MI
City, State

stewart
title guaranty company



Matt Morris
President and CEO



Denise Carraux
Secretary

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File No.: LIB115125

ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION



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) (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.

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:

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File No.: LIB115125

ALTA Commitment For Title Insurance 8-1-16

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LAND TITLE
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- 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.

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>.

[PLEASE CLICK HERE TO SUBMIT A QUESTION ABOUT YOUR COMMITMENT!](#)

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File No.: LIB115125

ALTA Commitment For Title Insurance 8-1-16

AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Liberty Title Agency
Issuing Office: 111 N. Main Street
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: LIB115125
Issuing Office File Number: LIB115125
Property Address: v I Hemphill Rd., Flint, MI 48507
Revision Number: 0

SCHEDULE A

1. Commitment Date: 4/30/2019 at 8:00 AM
2. Policy to be issued:
 - a) () Owner's Policy (ALTA Owner's Policy (6/17/2006))
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
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:

CSX Transportation Inc., by merger with Chesapeake and Ohio Railway Company
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

Stewart Title Guaranty Company



Authorized Signatory

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ALTA Commitment For Title Insurance 8-1-16

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE BI

ISSUED BY
STEWART TITLE GUARANTY COMPANY

REQUIREMENTS

Commitment Number: LIB115125

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. 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.
6. NOTE: Personal property taxes not examined.
7. Tax Code: 41-19-131-021. Taxes paid through 2017 WINTER.
UNPAID TAXES: 2018 SUMMER
2018 Summer Tax assessed: \$13,757.24 DUE.
2018 Winter Tax assessed: \$1,285.58 paid.
2018 SEV: \$214,500.00.
2018 Taxable Value: \$214,500.00.

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 which are included in the above taxes amounts are noted below:

\$70.94 for STREET LIGHT included in SUMMER tax bill.

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ALTA Commitment For Title Insurance 8-1-16

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE BII

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXCEPTIONS

Commitment Number: LIB115125

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. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
4. Any lien, or right to a lien, for services, labor, material or equipment, heretofore or hereafter furnished, imposed by law and not recorded in the Public Records.
5. Taxes or assessments which are not recorded as existing liens in the Public Records.
6. Rights of tenants under unrecorded leases, if any.
7. Easement in favor of State of Michigan, as recorded in [Liber 1799, page 634](#), Genesee County Records.
8. Terms and conditions contained in Grant of Easement as recorded in [Liber 1799, page 637](#), Genesee County Records.
9. Easement in favor of US Sprint Communications Company Limited Partnership, as recorded in [Liber 2415, page 262](#), Genesee County Records.
10. 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 PA 591 of 1996. (Note: PA 591 of 1996 revises the Subdivision Control Act).
11. Subject to the rights of the public or any governmental unit in any part of subject property taken, deeded or used for road, street or highway purposes.
12. Any loss or damage sustained by the insured resulting from any unpaid water or sewer bill.

[PLEASE CLICK HERE TO SUBMIT A QUESTION ABOUT YOUR COMMITMENT!](#)

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ALTA Commitment For Title Insurance 8-1-16

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE C

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Commitment Number: LIB115125

The land referred to in this Commitment is located in the City of Flint, County of Genesee, State of Michigan, and described as follows:

Abandoned CSX Transportation Railroad Line property in the City of Flint, Michigan running Southerly from North line of Grand Trunk Railroad to North line of Hemphill Road except that part dedicated for Public right of way

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ALTA Commitment For Title Insurance 8-1-16

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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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