



**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. 784131**

**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.*



**First American**

# Schedule A

## 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, (866)550-1079, mi.bloomfield@firstam.com

File No. 784131  
Patty Meadows  
Date Printed: July 18, 2017

Address Reference: 6875, 6861 and Vacant Cranberry Lake Road and Vacant Ortonville Road, Clarkston, MI 48348

- |    |   |                      |
|----|---|----------------------|
| 1. | Commitment Date: June 15, 2017 @ 8:00 am            |                      |
| 2. | Policy (or Policies) to be issued:                  | <u>Policy Amount</u> |
|    | a. ALTA Owner's Policy of Title Insurance (6-17-06) | \$10,000,000.00      |

Proposed Insured: Prospective Purchaser

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

William Beaumont Hospital, a Michigan non-profit corporation, also known as William Beaumont Hospital, a Michigan Non-Profit Corporation

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)



**First American**

# Schedule BI

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

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

File No.: 784131

### 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 mortgagor to be insured must be signed, delivered and recorded:
5. Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
6. 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.
7. 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.

8. Submit a copy of the resolution of the Board of Directors of William Beaumont Hospital, a Michigan non-profit corporation, authorizing the Conveyance and identifying the individual(s) authorized to execute the proposed Conveyance on behalf of the corporation.
9. Warranty Deed from William Beaumont Hospital, a Michigan non-profit corporation to the party to be insured.
10. Application has been made for the issuance of Owner's policy without standard exceptions. Such policy will be issued upon receipt of the following:
  - a) A fully executed Owner's affidavit which evidences there has been no work completed on the property within the last 90 days or, if work has been completed, a final sworn statement satisfactory to First American Title Insurance Company. Full unconditional waivers of lien must accompany such affidavit; and
  - b) An ALTA/NSPS survey or other survey satisfactory to First American Title Insurance Company. Additional exceptions will be made for any easements, encroachments or other matters which may be disclosed by the survey.

11. 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.
12. Pay unpaid taxes and assessments unless shown as paid.
13. All Taxes paid to and including 2016  
 2016 Summer Taxes PAID in the amount of \$1,333.48  
 2016 Winter Taxes PAID in the amount of \$326.70  
 Tax Item No. 08-17-300-006, as to Parcel 1  
 Property Address: 6875 Cranberry Lake Road, Clarkston, MI 48348
14. All Taxes paid to and including 2016  
 2016 Summer Taxes PAID in the amount of \$1,333.48  
 2016 Winter Taxes PAID in the amount of \$326.70  
 Tax Item No. 08-17-300-007, as to Parcel 2  
 Property Address: 6861 Cranberry Lake Road, Clarkston, MI 48348
15. All Taxes paid to and including 2016  
 2016 Summer Taxes PAID in the amount of \$1,333.48  
 2016 Winter Taxes PAID in the amount of \$326.70  
 Tax Item No. 08-17-300-008, as to Parcel 3  
 Property Address: Vacant Cranberry Lake Road, Clarkston, MI 48348
16. All Taxes paid to and including 2016  
 2016 Summer Taxes PAID in the amount of \$4,309.51  
 2016 Winter Taxes PAID in the amount of \$1,055.90  
 Tax Item No. 08-17-300-015, as to Parcel 4  
 Property Address: Vacant Ortonville Road, Clarkston, MI 48348
17. All Taxes paid to and including 2016  
 2016 Summer Taxes PAID in the amount of \$4,512.25  
 2016 Winter Taxes PAID in the amount of \$1,105.59  
 Tax Item No. 08-17-300-016, as to Parcel 5  
 Property Address: Vacant Ortonville Road, Clarkston, MI 48348
18. All Taxes paid to and including 2016  
 2016 Summer Taxes PAID in the amount of \$24,281.90  
 2016 Winter Taxes PAID in the amount of \$5,949.71  
 Tax Item No. 08-17-300-017, as to Parcel 6  
 Property Address: Vacant Ortonville Road, Clarkston, MI 48348
19. All Taxes paid to and including 2016  
 2017 Summer Taxes DUE in the amount of \$4,439.26  
 2016 Winter Taxes PAID in the amount of \$1,078.28  
 Tax Item No. 08-17-300-018, as to Parcel 7  
 Property Address: Vacant Ortonville Road, Clarkston, MI 48348
20. All Taxes paid to and including 2016  
 2016 Summer Taxes PAID in the amount of \$2,532.00  
 2016 Winter Taxes PAID in the amount of \$620.38  
 Tax Item No. 08-17-300-059, as to Parcel 8  
 Property Address: Vacant Ortonville Road, Clarkston, MI 48348  
  
 2017 Summer Taxes, amount, status and Special assessments, if any are unavailable.

NOTE: On the above tax amount(s), there may also be due an amount for interest, penalty and collection fee.

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.



**First American**

# Schedule BII

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

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

File No.: 784131

### 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. Release of Right of Way in favor of the people of the State of Michigan and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 25 of Miscellaneous Records, page 506](#), as to Parcel 6.
7. Release of Right of Way in favor of the people of the State of Michigan and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 25 of Miscellaneous Records, page 510](#), as to Parcels 4 and 5.
8. Pole Line Permit in favor of The Detroit Edison Company and The Michigan Bell Telephone Company and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 2876, page 347](#), as to Parcels 1, 2, 3, 4 and 5.
9. Covenants, conditions, restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in [Liber 2939, page 658](#), as to Parcel 5.
10. Covenants, conditions, restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in [Liber 3072, page 376](#), as to Parcel 4.
11. Covenants, conditions, restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in [Liber 3351, page 494](#), as to Parcel 1.
12. Covenants, conditions, restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in [Liber 3367, page 228](#), as to Parcel 2.

13. Covenants, conditions, restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in [Liber 3406, page 582](#), as to Parcel 3.
14. Pole Line Permit in favor of The Detroit Edison Company and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 4144, page 488](#), as to Parcel 4.
15. Pole Line Permit in favor of The Detroit Edison Company and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 4144, page 489](#), as to Parcel 5.
16. No direct vehicular access to I-75 and M-15 Highways as disclosed by instruments recorded in [Liber 4186, page 810](#) and re-recorded in [Liber 4191, page 821](#), [Liber 7112, page 657](#) and in [Liber 7112, page 660](#) as to Parcel 6.
17. Pole Line Permit in favor of Detroit Edison Company and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 4199, page 222](#), as to Parcel 6.
18. Terms, Conditions, Reservations, Restrictions and no direct vehicular access to, from or between I-75 and M-15 Highways as disclosed by instrument recorded in [Liber 11245, page 753](#), as to Parcels 6 and 7.
19. Detroit Edison Underground Easement (Right of Way) in favor of The Detroit Edison Company and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 17244, page 830](#), as to Parcel 8.
20. Terms and Conditions contained in Storm Drainage Easement as disclosed by instrument recorded in [Liber 20047, page 318](#), as to Parcel 8.
21. Terms and Conditions contained in Sanitary Sewer and Water Main Easement Agreement as disclosed by instrument recorded in [Liber 34368, page 386](#), as to Parcel 8.
22. Easement Agreement in favor of the Charter Township of Independence and the Covenants, Conditions and Restrictions contained in instrument recorded in [Liber 36173, page 595](#), as to Parcel 8.
23. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
24. Rights of the United States, State of Michigan and the public for commerce, navigation, recreation and fishery, in any portion of the land comprising the bed of stream or creek and pond, or land created by fill or artificial accretion.
25. The nature, extent or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of the waters of stream or creek and pond.
26. 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.
27. Rights of tenants, if any, under any unrecorded leases.
28. Lien for outstanding water or sewer charges, if any.
29. The following matters as referenced by survey dated January 10, 2005, prepared by W.J. Angus & Associates, being Job No. 05001, as to Parcel 1:  
1) shed, asphalt, basketball pole, shed, track and pond onto subject property.
30. The following matters as referenced by survey dated August 31, 2006, prepared by W.J. Angus & Associates, being Job No. 04056, as to Parcel 8:  
a) asphalt turnaround located on subject property  
b) fence encroaches onto subject property from the "Excepted" Parcel  
c) utility easement and overhead utilities over subject property.



*First American*

# Schedule C

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No.: 784131

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

**PARCEL 1:**

Lot 2, of CRANBERRY ACRES, according to the plat thereof recorded in [Liber 64 of Plats, page 22](#) of Oakland County Records.

**PARCEL 2:**

Lot 3, of CRANBERRY ACRES, according to the plat thereof recorded in [Liber 64 of Plats, page 22](#) of Oakland County Records.

**PARCEL 3:**

Lot 4, of CRANBERRY ACRES, according to the plat thereof recorded in [Liber 64 of Plats, page 22](#) of Oakland County Records.

**PARCEL 4:**

Lot 11, EXCEPT that part taken for highway purposes, of CRANBERRY ACRES, according to the plat thereof recorded in [Liber 64 of Plats, page 22](#), Oakland County Records, also described as: Beginning at the Northeast corner of said lot; thence along the East line of said Lot South 01 degrees 55 minutes 25 seconds East 21.47 feet; thence South 88 degrees 21 minutes 10 seconds West 32.50 feet; thence 143.88 feet along the arc of a curve to the right; with radius 2789.79 feet, having chord bearing South 00 degrees 18 minutes 13 seconds East 143.86 feet to a point on the South line of said lot; thence along said South line South 87 degrees 55 minutes 56 seconds West 564.12 feet to the Southwest corner of said lot; thence along the West line of said lot, North 01 degrees 57 minutes 15 seconds West 165.07 feet to the Northwest corner of said lot; thence along the North line of said lot North 87 degrees 56 minutes 15 seconds East 600.77 feet to the POINT OF BEGINNING.

**PARCEL 5:**

Lot 12, EXCEPT that part taken for highway purposes, of CRANBERRY ACRES, according to the plat thereof recorded in [Liber 64 of Plats, page 22](#), Oakland County Records, also described as: Beginning at the Southwest corner of said Lot; thence along the West line of said Lot North 01 degrees 57 minutes 15 seconds West 164.93 feet to the Northwest corner of said lot; thence along the North line of said Lot North 87 degrees 55 minutes 56 seconds East 564.12 feet; thence 14.39 feet along the arc of a curve to the right with radius 2789.79 feet, having a chord bearing South 01 degrees 19 minutes 18 seconds West 14.39 feet; thence South 01 degrees 43 minutes 08 seconds West 150.98 feet to a point on the South line of said lot; thence along said South line South 87 degrees 56 minutes 29 seconds West 553.63 feet to the POINT OF BEGINNING.

**PARCELS 6 AND 7:**

Part of the Southwest 1/4 of Section 17, Town 4 North, Range 9 East, Independence Township, Oakland County, Michigan, described as follows: Commencing at the South 1/4 corner of said Section, thence along the North-South 1/4 line of said Section North 01 degrees 55 minutes 25 seconds West 1005.80 feet; thence South 89 degrees 58 minutes 40 seconds West 127.21 feet to the POINT OF BEGINNING; thence 428.26 feet along the arc of a curve to the right, with radius 724.48 feet, having a chord bearing South 18 degrees 32 minutes 32 seconds West, 422.05 feet; thence North 54 degrees 31 minutes 24 seconds West 100.00 feet; thence 96.03 feet along the arc of a curve to the right, with radius 624.48 feet, having chord bearing South 39 degrees 52 minutes 56 seconds West 95.94 feet; thence South 44 degrees 17 minutes 16 seconds West, 436.71 feet; thence 525.42 feet along the arc of a curve to the right, with radius 624.48 feet, having a chord bearing South 68 degrees 22 minutes 17 seconds West 510.06 feet; thence North 87 degrees 38 minutes 44 seconds West 110.10 feet; thence North 01 degrees



49 minutes 22 seconds West 1182.66 feet to the Southwest corner of the plat CRANBERRY ACRES, as recorded in [Liber 64 of Plats, page 22](#), thence along the South line of said Plat North 87 degrees 56 minutes 29 seconds East, 1213.47 feet; thence South 01 degrees 36 minutes 33 seconds West 313.95 feet to the POINT OF BEGINNING.

PARCEL 8:

Part of the Southwest 1/4 of Section 17, Town 4 North, Range 9 East, Independence Township, Oakland County, Michigan, described as follows: Beginning at a point on the West line of said Section 17, distant North 00 degrees 03 minutes 10 seconds West 171.92 feet from the Southwest corner of said Section and running thence North 00 degrees 03 minutes 10 seconds West 72.22 feet; thence North 77 degrees 39 minutes 26 seconds East (recorded as North 77 degrees 39 minutes 16 seconds East) 371.60 feet (erroneously recorded as 379.60 feet; thence North 07 degrees 53 minutes 06 seconds East (recorded as North 07 degrees 52 minutes 56 seconds East) 138.92 feet to a point of traverse hereafter known as Point "A"; thence continuing North 07 degrees 53 minutes 06 seconds East 15 feet more or less to the shore of a pond; thence Easterly along the shore of the pond 1190 feet more or less; thence North 89 degrees 54 minutes 35 seconds East 12 feet more or less to a point of traverse, said point located distant North 79 degrees 10 minutes 14 seconds East 103.48 feet and South 46 degrees 09 minutes 09 seconds East 103.48 feet and North 82 degrees 34 minutes 09 seconds East 70.39 feet and North 87 degrees 56 minutes 14 seconds East 97.32 feet and South 47 degrees 14 minutes 37 seconds East 120.24 feet and North 63 degrees 40 minutes 45 seconds East 55.71 feet and North 52 degrees 47 minutes 41 seconds East 113.80 feet and North 03 degrees 14 minutes 28 seconds West 41.91 feet and North 65 degrees 17 minutes 23 seconds West 59.83 feet and North 83 degrees 18 minutes 30 seconds West 181.07 feet and North 88 degrees 33 minutes 58 seconds West 120.78 feet and North 17 degrees 21 minutes 27 seconds West 122.18 feet from the aforementioned Point "A"; thence North 00 degrees 03 minutes 13 seconds West 574.23 feet; thence South 89 degrees 43 minutes 39 seconds East 297.80 feet; thence South 08 degrees 53 minutes 05 seconds East 244.77 feet; thence North 89 degrees 41 minutes 10 seconds East 174.44 feet; thence South 04 degrees 05 minutes 00 seconds East 20.04 feet; thence North 89 degrees 41 minutes 10 seconds East 124.24 feet; thence North 83 degrees 45 minutes 00 seconds East 141.87 feet; thence South 00 degrees 07 minutes 13 seconds East 815.12 feet; thence North 85 degrees 48 minutes 41 seconds West 203.60 feet; thence South 05 degrees 29 minutes 27 seconds West 99.04 feet; thence North 84 degrees 32 minutes 03 seconds (04 seconds recorded) West along the Northerly Right of Way of I-75 1130.94 feet to the point of beginning, EXCEPT that part deeded to the Charter Township of Independence for Well Pump House by Quit Claim Deed recorded in Liber 36173, page 592 and Liber 36173, page 589, described as: Part of the Southwest 1/4 of Section 17, Town 4 North, Range 9 East, Independence Township, Oakland County, Michigan and described as: Beginning at a point distant North 00 degrees 03 minutes 10 seconds West 171.92 feet along the West line of said Section 17; thence South 84 degrees 32 minutes 03 seconds East 1130.94 feet along the Northerly right of way line of I-75 Expressway; thence North 05 degrees 29 minutes 27 seconds East 99.04 feet; thence South 85 degrees 48 minutes 41 seconds East 203.60 feet; thence North 00 degrees 07 minutes 13 seconds West 433.68 feet from the Southwest corner of said Section 17; thence from this point of beginning South 70 degrees 59 minutes 50 seconds West 71.47 feet; thence on a curve to the right a distance of 66.32 feet with a radius of 100.00 feet, central angle of 37 degrees 59 minutes 55 seconds and a chord bearing South 89 degrees 59 minutes 55 seconds West 65.11 feet; thence North 71 degrees 00 minutes 08 seconds West 65.11 feet; thence on a curve to the right 66.55 feet, radius 480.00 feet; central angle of 7 degrees 56 minutes 38 seconds, chord bearing North 04 degrees 58 minutes 19 seconds West 66.50 feet; thence North 01 degrees 00 minutes 00 seconds West 59.66 feet; thence North 56 degrees 00 minutes 03 seconds East 54.29 feet; thence on a curve to the right 80.29 feet, radius 100.00 feet, central angle of 46 degrees 00 minutes 04 seconds, chord bearing North 79 degrees 00 minutes 04 seconds East 78.15 feet; thence South 77 degrees 59 minutes 54 seconds East 80.78 feet; thence South 00 degrees 07 minutes 13 seconds East 152.30 feet to the POINT OF BEGINNING.

Also described by survey as follows:

Part of the Southwest 1/4 of Section 17, Town 4 North, Range 9 East, Independence Township, Oakland County, Michigan, described as follows: Commencing at the Southwest corner of said Section; thence along the West line of said Section, North 01 degrees 44 minutes 22 seconds West 171.92 feet to the POINT OF BEGINNING; thence continuing along said West line North 01 degrees 44 minutes 22 seconds West 72.22 feet; thence North 75 degrees 58 minutes 14 seconds East 371.60 feet; thence North 06 degrees 11 minutes 54 seconds East 138.92 feet Intermediate Traverse Point "A"; thence continuing North 06 degrees 11 minutes 54 seconds East approximately 15 feet to the shore of a pond; thence Easterly along said shore approximately 1190 feet; thence North 88 degrees 13 minutes 23 seconds East approximately 12 feet to Intermediate Traverse Point "B"; said Point "B" being located North 77 degrees 29 minutes 02 seconds East 103.48 feet and South 47 degrees 50 minutes 21 seconds East 103.48 feet and North 80 degrees 52 minutes 57 seconds East 70.39 feet and North 86 degrees 15 minutes 02 seconds East 97.32 feet and South 48 degrees 55 minutes 49 seconds East 120.24 feet and North 61 degrees 59 minutes 33 seconds East 55.71 feet and North 51 degrees 06 minutes 29 seconds East 113.80 feet and North 04 degrees 55 minutes 40 second West 41.91 feet and North 66 degrees 58 minutes 35 seconds West 59.83 feet and North 84 degrees 59 minutes 42 seconds West 181.07 feet and South 86 degrees 52 minutes 46 seconds West 120.78 feet and North 19 degrees 02 minutes 39 seconds West 122.18 feet from said Point "A"; thence from said Point "B", North 01 degrees 44 minutes 25 seconds West 574.23 feet; thence North 88 degrees 35 minutes 09 seconds East 297.80 feet to a point on the West line of the Site Condominium "Deer Valley" (OCCP #979); thence along the West and South lines of said Condominium, South 10 degrees 34 minutes 17 seconds East 244.77 feet and North 87 degrees 59 minutes 58 seconds East 174.44 feet and South 05 degrees 46 minutes 12 seconds East 20.04 feet and North 87 degrees 59 minutes 58 seconds East 124.24 feet and North 82 degrees 03 minutes 48 seconds East 141.87 feet; thence South 01 degrees 48 minutes 25 seconds East 815.12 feet; thence North 87 degrees 29 minutes 53 seconds West 203.60 feet; thence South 03 degrees 48 minutes 15 seconds West 99.04 feet to a point on the North line of the I-75 Expressway; thence along said North line, North 86 degrees 13 minutes 19 seconds West 1130.94 feet to the POINT OF BEGINNING. EXCEPT that part deeded to the Charter Township of Independence described as: Part of the Southwest 1/4 of Section 17, Town 4 North, Range 9 East, Independence Township, Oakland County, Michigan, more particularly described as: Commencing at the Southwest corner of said Section; thence along the West line of said Section, North 01 degrees 44 minutes 22 seconds West (recorded as North 00 degrees 03 minutes 10 seconds West) 171.92 feet to a point on the North line of the I-75 Expressway; thence along said North line, South 86 degrees 13 minutes 19 seconds East (recorded as South 84 degrees 32 minutes 03 seconds East 1130.94 feet; thence North 03 degrees 48 minutes 15 seconds East (recorded as North 05 degrees 29 minutes 27 seconds East) 99.04 feet; thence South 87 degrees 29 minutes 53 seconds East (recorded as South 85 degrees 48 minutes 41 seconds East) 203.60 feet; thence North 01 degrees 48 minutes 25 seconds West (recorded as North 00 degrees 07 minutes 13 seconds West 433.68 feet to the POINT OF BEGINNING; thence South 69 degrees 18 minutes 32 seconds West (recorded as South 70 degrees 59 minutes 50 seconds West) 71.47 feet; thence 66.32 feet along the arc of a curve to the right, with radius 100.00 feet, having chord bearing South 88 degrees 18 minutes 37 seconds West (recorded as South 89 degrees 59 minutes 55 seconds West) 65.11 feet; thence North 72 degrees 41 minutes 26 seconds West (recorded as North 71 degrees 00 minutes 08 seconds West) 65.11 feet; thence 66.55 feet along the arc of a curve to the right, with radius 480.00 feet, having chord bearing North 06 degrees 39 minutes 37 seconds West (recorded as North 04 degrees 58 minutes 19 seconds West) 66.50 feet; thence North 02 degrees 41 minutes 18 seconds West (recorded as North 01 degrees 00 minutes 00 seconds West), 59.66 feet; thence North 54 degrees 18 minutes 45 seconds East (recorded as North 56 degrees 00 minutes 03 seconds East) 54.29 feet; thence 80.29 feet along the arc of a curve to the right, with radius 100.00 feet, having chord bearing North 77 degrees 18 minutes 46 seconds East (recorded as North 79 degrees 00 minutes 04 seconds East) 78.15 feet; thence South 79 degrees 41 minutes 12 seconds East (recorded as South 77 degrees 59 minutes 54 seconds East) 80.78 feet; thence South 01 degrees 48 minutes 25 seconds East (recorded as South 00 degrees 07 minutes 13 seconds East) 152.30 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](http://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.