

Invoice

Remit payment to:

Chirco Title Agency, Inc.
26800 Harper Ave.
St. Clair Shores, MI 48081

Billed to:

City of Detroit Housing & Revitalization Department
2 Woodward Avenue, Suite 908
Detroit, MI 48226
Attn: Stephine Simonovski

Invoice number: C-185421
Invoice date: August 14, 2024
Please pay before: August 14, 2024
Our file number: C-185421

Property:

8001 Conant St.
Detroit, MI 48211
Wayne County

Brief legal: W CONANT 5 CENTRAL INDUSTRI
AL PARK-AMENDED PLAT L101 P
76-82 PLATS, W C R 13/344 329,42
0 SQ FT

DESCRIPTION	AMOUNT
Informational Commitment	325.00
Invoice total amount due:	\$ 325.00



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL 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, First American Title Insurance Company, a Nebraska 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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;
- 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 is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Chirco Title Agency, Inc.
Issuing Office: 26800 Harper Ave., St. Clair Shores, MI 48081
Issuing Office's ALTA® Registry ID: 1032110
Loan ID No.:
Commitment No.: C-185421 - INFORMATIONAL COMMITMENT
Issuing Office File No.: C-185421
Property Address: 8001 Conant St., Detroit, MI 48211

SCHEDULE A

1. Commitment Date: July 12, 2024 at 12:00 AM

2. Policy to be issued:

a. Informational Commitment

Proposed Insured: Central Industrial Park Project Joint Venture or their designee
Proposed Amount of Insurance: \$100,000.00
The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple.

4. The Title is, at the Commitment Date, vested in:

[Central Industrial Park Project Joint Venture, consisting of the Economic Development Corporation of the City of Detroit, a Michigan public corporation, and the Economic Development Corporation of the City of Hamtramck, a Michigan public corporation](#)

5. The Land is described as follows:

Land in the City of Detroit, County of Wayne, State of Michigan

Lot 5, CENTRAL INDUSTRIAL PARK SUBDIVISION AMENDED PLAT, Being Part of Subdivison of 1/4 Sections 39, 40, 41, 42 & 59 of the 10,000 acre tract (L 18, P. 183, Deeds) Plat of Subdivision of the West 1/2 of Quarter Section 59, T.T.A.T (L. 46, P. 450 and 451, Deeds) Plat of Estate of John Strong (L. 243, P. 514, Deeds) Theodore J. & Denis J. Campau Plat (L. 2, P. 2, Plats) Plat of Alonzo Merrill's Land (L. 12, P. 193, Deeds) Fractional Section 28, T. 1 S., R. 12 E., as recorded in [Liber 101, Page 76](#) of Plats, Wayne County Records.

Dated: July 12, 2024

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SCHEDULE A
(Continued)

Countersigned:

By: 

Authorized Officer or Agent

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SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
6. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
7. **This commitment is being issued for informational purposes only and upon our receipt of additional information, may be subject to further requirements.**
8. Provide us with evidence of payment of taxes due plus interest and penalties, if any, for the following:

2023 and all prior taxes paid.
2024 Summer taxes - EXEMPT
2023 Winter taxes - EXEMPT
Tax Identification No. Ward 13, Item No. 025335-7
S.E.V.: \$0.00
Homestead: 0%

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SCHEDULE B, PART I

(Continued)

9. For any document creating the insured title or interest that will be executed, notarized and recorded electronically using in-person electronic notarization, or remote online notarization, the following requirements apply:

Execution of the instrument(s) to be insured pursuant to the requirements of the Michigan Uniform Electronic Transaction Act (MCL 450.831, et. seq.).

Acknowledgement of the instrument(s) to be insured by a notary properly commissioned as an electronic or remote notary public by the Michigan Secretary of State with the ability to perform electronic or remote notarial acts under the Michigan Law on Notarial Acts (MCL 55.261 - 55.315).

Electronic recordation of the instrument(s) to be insured in the Register of Deeds for the County of Michigan referenced on Schedule A.

10. If a legal description of the property to be insured was not furnished at the time of application, please immediately verify that the description shown covers all of the intended property. Any additions or deletions should immediately be communicated to us.
11. If the improvement located on the subject land is a mobile/manufactured home, notify us immediately and this Commitment will be revised and made subject to such further requirements and exceptions as deemed necessary.

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SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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. 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.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. 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.
5. Any lien, or right to lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
8. Unpaid water, sewer, electric or gas charges, if any, that have not been levied as taxes against the land.
9. Any mortgage, lien, encumbrance, or title defect, created or agreed to by the Insured and first appearing in the public records after the Effective Date of the Commitment.
10. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the Public Records.
11. 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.
12. Central Industrial Park Project Development Agreement, as recorded in [Liber 21134, Page 660](#), Wayne County Records, and Amended by First Amendment to Supplemental Agreement to Development Agreement, as recorded in [Liber 22524, Page 1](#), Wayne County Records.
13. Terms and conditions as evidenced in Lis Pendens for a Declaration of Taking, as recorded in Liber 21051, Page 512, Wayne County Records.

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SCHEDULE B, PART II

(Continued)

14. Declaration of Restrictions of Central Industrial Park, recorded in [Liber 21134, Page 646](#), Wayne County Records.
15. Development Agreement by and between Michigan Department of Transportation and the Central Industrial Park Project Joint Venture, recorded in [Liber 21261, Page 411](#), Wayne County Records.
16. Terms and conditions evidenced in Quit Claim Deed recorded in [Liber 21261, Page 454](#), Wayne County Records, and Quit Claim Deeds recorded in [Liber 22957, Page 259](#), Wayne County Records.
17. Resolution by the City of Detroit, recorded in [Liber 21675, Page 257](#), and in [Liber 21767, Page 185](#), Wayne County Records.
18. Right of Way - Corporate in favor of the Detroit Edison Company, recorded in [Liber 22001, Page 295](#), Wayne County Records.
19. Interest of General Motors Corporation, a Delaware corporation as evidenced Quit Claim Deed recorded in [Liber 22265, Page 647](#), and [Liber 22265, Page 677](#), Wayne County Records.
20. Certificate of Forfeiture of Real Property, as recorded in [Liber 46193, Page 449](#), Wayne County Records.
21. Terms, conditions and restrictions as evidenced in Resolution from City of Detroit Department of Public Works City Engineering Division, as recorded in [Liber 58880, Page 1487](#), Wayne County Records.
22. Rights, if any, in and to any and all railroad switches, sidetracks, spur tracks and rights of way located upon or appurtenant to subject premises.
23. Subject to the rights of the public and of any governmental agency in any part of the land thereof taken, used or deeded for street, road or highway purposes.

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