



# Fidelity National Title Insurance Company

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

Issuing Agent: Denali Title & Escrow Agency, Inc  
 Issuing Office: 151 44th Street SW, Grandville, MI 49418  
 Issuing Office's ALTA® Registry ID: 1186488  
 Loan ID No.:  
 Commitment No.: 25-4845-MI-1  
 Issuing Office File No.: 25-4845-MI  
 Property Address: V/L W Bluewater Hwy, Boston, MI 48881

## SCHEDULE A

1. Commitment Date: December 19, 2025 at 08:00 AM
2. Policy to be issued:
  - a. ALTA Owners Policy (2021)  
 Proposed Insured:  
 Proposed Amount of Insurance: \$1.00  
 The estate or interest to be insured: Fee Simple
  - b. ALTA Short Form Residential Loan Policy One-to-Four Family Residence (2021)  
 Proposed Insured: , its successors and/or assigns as their respective interests may appear.  
 Proposed Amount of Insurance: \$1.00  
 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:  
 The Donna Marie Smit Trust dated January 19, 2018
5. The Land is described as follows:  
 SEE SCHEDULE C ATTACHED HERETO

Zachary Vander Ark  
 Authorized Signatory

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## SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

1. Pay the agreed amount for the estate or interest to be insured.
2. Pay the premiums, fees, and charges for the Policy to the Company.
3. 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.
4. 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.
5. Record a Certificate of Trust with reference to the Donna Marie Smit Trust, drafted and executed in compliance with MCL 700.7913. Said Certificate of Trust must be in the form of an affidavit, and may be executed by the settlor, any trustee, or an attorney for the settlor or trustee. It must also include the following information:
  - (a) The name of the trust, the date of the trust, and the date of each operative trust instrument.
  - (b) The name and address of each current trustee.
  - (c) The powers of the trustee relating to the purpose for which it is being offered.
  - (d) The revocability or irrevocability of the trust and the identity of any person holding a power to revoke the trust.
  - (e) The authority of co-trustees to sign on behalf of the trust or otherwise authenticate on behalf of the trust and whether all or less than all of the co-trustees are required to exercise powers of the trustee.
  - (f) A statement that the trust has not been revoked, modified, or amended in any manner that would cause the representations included in the certificate of trust to be incorrect.
  - (g) The Legal Description of the property of the trust.
6. Warranty Deed from recited owner to recited purchaser.
7. Mortgage executed by recited purchaser to recited mortgagee in the amount indicated.
8. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

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27C170B00

ALTA Commitment for Title Insurance (7-1-21)

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## SCHEDULE B – PART I

(Continued)

9. Payment of Taxes:

Tax Identification Number: 020-003-000-130-00

2025 Winter Tax Due in the amount of \$92.83

2025 Summer Tax Paid in the amount of \$51.23

SEV \$29,000.00

Taxable Value \$4,824.00

Homestead 100%

NOTE: The above due tax amounts do not include penalty and interest, if any.

NOTE: The above taxes are assessed as follows: LAND COM AT SE COR OFNW 1/4 OF SE 1/4 TH W 10RDS 2LKS, S 16RDS 15 5/8LKS TO CEN OF HWY, E ALG HWY TO N & S 1/8 LINE OF SE 1/4 TH N TO POB. SEC 3-6-8 BOSTON TWP, IONIA COUNTY, MICHIGAN.

NOTE: In the event that the form jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. The form jacket is available for inspection at any Company office.

In accordance with the terms and provisions of the form jacket, 'This form 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'.

NOTE: The policy to be issued does not insure against unpaid water, sewer, blight tickets, electric or gas charges, if any, that have not been levied as taxes against these lands. (Meter readings should be obtained and adjusted between appropriate parties.)

NOTE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

***Title Commitment Schedule B Requirements for Electronic Signing, Notarization, and Recording  
For any document creating the insured title or interest that will be executed, notarized, and recorded electronically using IPEN or RON, the following requirements apply:***

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

NOTE: 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 County Clerk/Register of Deeds of Ionia County, Michigan.

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# Fidelity National Title Insurance Company

## 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. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.
3. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.
4. Any lien, or right to a lien, for services, labor, or material, heretofore or hereafter furnished, imposed by law and not shown by Public Records.
5. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
8. Taxes, blight tickets, and assessments which become due and payable or which become a lien against the property subsequent to the interest insured and deferred and/or installment payments of said taxes and assessments. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
9. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.
10. Any provisions contained in any instruments of record which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.

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## SCHEDULE B – PART II

(Continued)

11. Any and all oil, gas and mineral rights and reservations of every kind and nature whether recorded or unrecorded and all rights pertinent thereto.
12. Loss or damage sustained as a result of any discrepancy between the assessed description for tax parcel identification number(s) 020-003-000-130-00 and the legal description as set forth in Schedule A.
13. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the Public Records.
14. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:  
  
Granted to: the people of the State of Michigan  
Recording No: Liber 207, Page 256
15. Oil and Gas Lease recorded in Liber 359, Page 609, Ionia County Records together with any Assignments, Assignments of Working Interest, Assignments of Overriding Royalty Interest, Pooling Agreements, and/or Mortgages and Security Assignments affecting said lease, whether recorded or unrecorded.
16. Oil and Gas Lease recorded in Liber 454, Page 912, Ionia County Records together with any Assignments, Assignments of Working Interest, Assignments of Overriding Royalty Interest, Pooling Agreements, and/or Mortgages and Security Assignments affecting said lease, whether recorded or unrecorded.

NOTE: The policy does not insure against unpaid water, sewer, blight tickets, electric or gas charges, if any, that have not been levied as taxes against these lands. (Meter readings should be obtained and adjusted between appropriate parties.)

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## SCHEDULE C

The Land is described as follows:

Situated in the Township of Boston, County of Ionia, State of Michigan

Commencing at the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 3, Town 6 North, Range 8 West; thence West 10 rods and 2 links; thence South 16 rods and 15 5/8 links to the center of the highway; thence Easterly along the center of said highway to lot line between the East and West 1/2 of said Southeast 1/4; thence North on said lot line to the point of beginning, reserving a strip of land 17 feet in width on the North side of said highway and running the width of the above described land sold to the State of Michigan for the purpose of widening said highway.