

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**Issuing Agent: **Best Homes Title Agency, LLC**Issuing Office: **4949 Plainfield Avenue NE, Grand Rapids, MI 49525**

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number: **BH-257090**Property Address: **1130 East Mt Garfield Road, Norton Shores, MI 49441**

Revision Number:

**SCHEDULE A**1. Commitment Date: **June 5, 2025**

2. Policy to be issued: Proposed Policy Amount

a. 2021 ALTA® Owner's Policy

Proposed Insured:


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:

**West Lake Property Holdings LLC, a Michigan limited liability company**

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**Best Homes Title Agency, LLC**  
Authorized SignatoryBest Homes Title Agency, LLC  
Company NameFarmington Hills, MI  
City, State

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company, a Nebraska corporation. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

---

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Situated in the City of Norton Shores, County of Muskegon, State of Michigan :  
Part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Town 9 North, Range 16 West, City of Norton Shores, Muskegon County, Michigan, described as: Beginning at a point on the South line of Section 21 that is 374.73 feet South 89 degrees 46 minutes 26 seconds West of the South 1/4 corner of Section 21; thence South 89 degrees 46 minutes 26 seconds West 218.00 feet along the South line of Section 21; thence North 00 degrees 17 minutes 51 seconds West 198.00 feet; thence South 89 degrees 46 minutes 26 seconds West 10.00 feet; thence North 00 degrees 17 minutes 51 seconds West 402.00 feet; thence North 89 degrees 46 minutes 26 seconds East 228.00 feet; thence South 00 degrees 17 minutes 51 seconds East 600.00 feet to the point of beginning.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company, a Nebraska corporation. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**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. **REQUIREMENT:** For removal of standard exception No. 1 through No. 5 identified on Schedule B, Part II of this commitment, from the policy or policies to be issued: Submit a fully completed Affidavit by Owner and/or acceptable Survey or Survey Affidavit. Additional requirements may be added or exceptions taken for matters disclosed therein. In the event the subject property is new construction, or construction was performed within the last 120 days, a final Sworn Statement and full Unconditional Waivers must be submitted and approved for deletion of standard exception No. 5.

The Company reserves the right to make additional requirements or add additional items or exceptions after reviewing the requested documentation.

6. **REQUIREMENT REGARDING MORTGAGE PAYOFF STATEMENTS:** All statements furnished to us must contain the amount necessary to pay the mortgage in full INCLUDING ANY AMOUNTS DEFERRED DUE TO A FORBEARANCE OR MODIFICATION AGREEMENT. If the borrower entered into a forbearance agreement and the deferred amounts ARE NOT CONTAINED IN THE PAYOFF STATEMENT, the contact information for the entity servicing any deferred amounts is required to obtain a separate payoff statement.

In the event the loan is secured by a mortgage purported to allow for advances of a credit line, please be advised that IT IS A REQUIREMENT that the Mortgagor of said mortgage MUST AUTHORIZE THE LENDER TO FREEZE THE REFERENCED CREDIT LINE UPON ISSUANCE OF THE PAYOFF and PROVIDE WRITTEN AUTHORIZATION TO CLOSE SAID CREDIT LINE ACCOUNT to the Lender when the mortgage is being paid off through the Company or other Settlement/Escrow Agent.

7. Submit to the Company the Operating Agreement, including any amendments thereto, of West Lake Property Holdings LLC, a Michigan limited liability company, the Certificate issued by the Michigan Department of Licensing and Regulatory Affairs evidencing proper filing of the Articles of Organization and documentary evidence that said entity is a duly registered legal entity in good standing. **\*\*NOTE:** The above must be submitted to the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.
8. **REQUIREMENT:** Record deed executed by West Lake Property Holdings LLC, a Michigan limited liability company to the proposed insured purchaser(s).
9. Discharge or satisfactory Subordination Agreement for the mortgage(s) excepted on Schedule B - Section II, or the mortgage will appear as an exception on the policy to be issued. >> In the event the loan is secured by a mortgage purported to allow for advances of a credit line, please be advised that IT IS A REQUIREMENT that the Mortgagor of said mortgage MUST AUTHORIZE THE LENDER TO FREEZE THE REFERENCED CREDIT LINE UPON ISSUANCE OF THE PAYOFF and PROVIDE WRITTEN

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company, a Nebraska corporation. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

AUTHORIZATION TO CLOSE SAID CREDIT LINE ACCOUNT to the Lender when the mortgage is being paid off through the Company or other Settlement/Escrow Agent. <<

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company, a Nebraska corporation. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



---

**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. 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.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.
4. Easements or claims of easements not shown by the Public Records and existing water, mineral, oil and exploration rights.
5. 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.
6. Any and all oil, gas, mineral, mining rights and/or reservations thereof.
7. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage or loss of any homestead exemption status for the insured premises.
8. 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.
9. 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.
10. Easement granted to City of Norton Shores for a Watermain, disclosed by instrument recorded in Liber 3788 Page 36.
11. Easement granted to City of Norton Shores for a Watermain, disclosed by instrument recorded in Liber 3789 Page 408.
12. Easement granted to City of Norton Shores for a Watermain, disclosed by instrument recorded in Liber 3913 Page 691.
13. Easement granted to Consumers Energy Company, disclosed by instrument recorded in Liber 3917 Page 935.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company, a Nebraska corporation. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

14. Easement for Watermain, disclosed by instrument recorded in Liber 3933 Page 191.
15. Access to subject property may be by means of a private road and may be subject to various maintenance agreements.
16. Rights of others in and to the easement set forth in Liber 1036, Page 642.
17. Mortgage between West Lake Property Holdings LLC, a Michigan limited liability company, as mortgagor, and The Huntington National Bank, as mortgagee, in the original stated principal amount of \_\_\_\_\_ dated February 24, 2020 recorded February 25, 2020 in Liber 4213 Page 259.
18. 2024 Winter Taxes are DELINQUENT and DUE in the amount of \$4,949.76 if paid by June 30, 2025 (Includes \$108.60 for Little Black Lake)  
2024 Summer Taxes in the amount of \$10,192.75 are PAID  
Property Address: 1130 E Mt Garfield Rd  
Tax Parcel Number: 61-27-121-300-0053-00  
2024 State Equalized Value: \$293,800.00 Taxable Value: \$252,831.00  
Principal Residence Exemption: 0% School District: Mona Shores  
Special Assessments: Water Assessments will be DUE upon Connection  
NOTE: Contact the Drain Commissioner before closing for Drain Payoff

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company, a Nebraska corporation. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.*