

# LAND AUCTION

- 2± Miles Northwest of Athens
- 9± Miles South of Battle Creek

*Athens Township - Calhoun County, MI*

# 64± *acres*

Offered in 3 Tracts



# INFORMATION BOOK



## Monday, March 23 • 6pm

*Auction Held at the Lighthouse of Athens Event Hall*

 ONLINE BIDDING AVAILABLE

 **SCHRADER**  
Real Estate and Auction Company, Inc.

800.451.2709 3% Buyer's Premium  
[www.SchraderAuction.com](http://www.SchraderAuction.com)

- Productive Farmland • Potential Building Sites
- Excellent Deer Hunting & Recreational Land

## DISCLAIMER:

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence.

THIS PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE CONCERNING THE PROPERTY. Without limiting the foregoing, Owner and Auction Company and their respective agents and representatives, assume no liability for (and disclaim any and all promises, representations and warranties with respect to) the information and reports contained herein.

**SELLER:** Dolores McPeck Trust and Jeffrey McPeck



**SCHRADER REAL ESTATE & AUCTION CO., INC.**  
950 N. Liberty Dr., Columbia City, IN 46725  
**260-244-7606 or 800-451-2709**  
**SchraderAuction.com**

### TERMS & CONDITIONS:

**PROCEDURE:** The property will be offered in 3 individual tracts, any combination of tracts & as a total 64± acre unit. There will be open bidding on all tracts & combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations & the total property may compete.

**BUYER'S PREMIUM:** A 3% Buyer's Premium will be added to the final bid price & included in the contract purchase price.

**DOWN PAYMENT:** 10% down payment on the day of auction for individual tracts or combinations of tracts. The down payment may be made in the form of cashiers check, personal check, or corporate check. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, so be sure you have arranged financing, if needed, & are capable of paying cash at closing.

**ACCEPTANCE OF BID PRICES:** All successful bidders will be required to enter into Purchase Agreements at the auction site immediately following the close of the auction. All final bid prices are subject to the Sellers acceptance or rejection.

**TOWNSHIP APPROVAL:** All tracts in this auction will be subject to Athens Township board approval.

**EVIDENCE OF TITLE:** Seller shall provide an owners title insurance policy in the amount of the purchase price.

**DEED:** Property to be conveyed by a Trustee's and/or Warranty Deed.

**POSSESSION:** At closing.

**REAL ESTATE TAXES:** Buyer pays summer taxes due in September of 2026 & thereafter.

**PROPERTY INSPECTION:** Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries & due diligence concerning the property. Inspection dates have been scheduled & will be staffed w/ auction personnel. Further, Seller disclaims any & all responsibility for Bidders safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

**ACREAGE:** All tract acreages, dimensions, & proposed boundaries are approximate & have been estimated based on current legal descriptions and/or aerial photos.

**SURVEY:** The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller & successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Sellers option & sufficient for providing title insurance. Combination purchases will receive a perimeter survey only.

**AGENCY:** Schrader Real Estate & Auction Company, Inc. & its representatives

are exclusive agents of the Seller.

**STOCK PHOTOGRAPHY:** Photos are for illustrative purposes only & are not of the auction property.

**DISCLAIMER & ABSENCE OF WARRANTIES:** All information contained in this brochure & all related materials are subject to the terms & conditions outlined in the Purchase Agreement. The property is being sold on an AS IS, WHERE IS basis, & no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches & dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, & due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction & increments of bidding are at the direction & discretion of the Auctioneer. The Seller & Selling Agents reserve the right to preclude any person from bidding if there is any question as to the persons credentials, fitness, etc. All decisions of the Auctioneer are final. **ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**

**AUCTION MANAGER:** Jonathan Aiden Shaw • 517.945.3142 #6501458992  
Schrader Real Estate and Auction Company, Inc. #6505397356

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# REGISTRATION FORMS

# **BIDDER PRE-REGISTRATION FORM**

**MONDAY, MARCH 23, 2026**

**64± ACRES – CALHOUN COUNTY, MICHIGAN**

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,  
P.O. Box 508, Columbia City, IN, 46725,

Email to [auctions@schraderauction.com](mailto:auctions@schraderauction.com) or fax to 260-244-4431, no later than Monday, March 16, 2026.  
Otherwise, registration available onsite prior to the auction.

## **BIDDER INFORMATION**

(FOR OFFICE USE ONLY)

Name \_\_\_\_\_

Bidder # \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone: (Res) \_\_\_\_\_ (Office) \_\_\_\_\_

My Interest is in Tract or Tracts # \_\_\_\_\_

## **BANKING INFORMATION**

Check to be drawn on: (Bank Name) \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone No: \_\_\_\_\_

## **HOW DID YOU HEAR ABOUT THIS AUCTION?**

Brochure    Newspaper    Signs    Internet    Radio    TV    Friend

Other \_\_\_\_\_

## **WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?**

Regular Mail    E-Mail   E-Mail address: \_\_\_\_\_

Tillable    Pasture    Ranch    Timber    Recreational    Building Sites

What states are you interested in? \_\_\_\_\_

*Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.*

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Online Auction Bidder Registration**  
**64± Acres • Calhoun County, Michigan**  
**Monday, March 23, 2026**

This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My phone number is: \_\_\_\_\_

2. I have received the Real Estate Bidder's Package for the auction being held on Monday, March 23, 2026 at 6:00 PM (EST).
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website ([www.schraderauction.com](http://www.schraderauction.com)) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$\_\_\_\_\_. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.  
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725  
Phone 260-244-7606; Fax 260-244-4431; email: [auctions@schraderauction.com](mailto:auctions@schraderauction.com)

For wire instructions please call 1-800-451-2709.

7. My bank routing number is \_\_\_\_\_ and bank account number is \_\_\_\_\_.  
(This for return of your deposit money). My bank name, address and phone number is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Monday, March 16, 2026**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

I understand and agree to the above statements.

\_\_\_\_\_  
Registered Bidder's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

***This document must be completed in full.***

**Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:**

E-mail address of registered bidder: \_\_\_\_\_

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:  
kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.

# LOCATION & TRACT MAPS

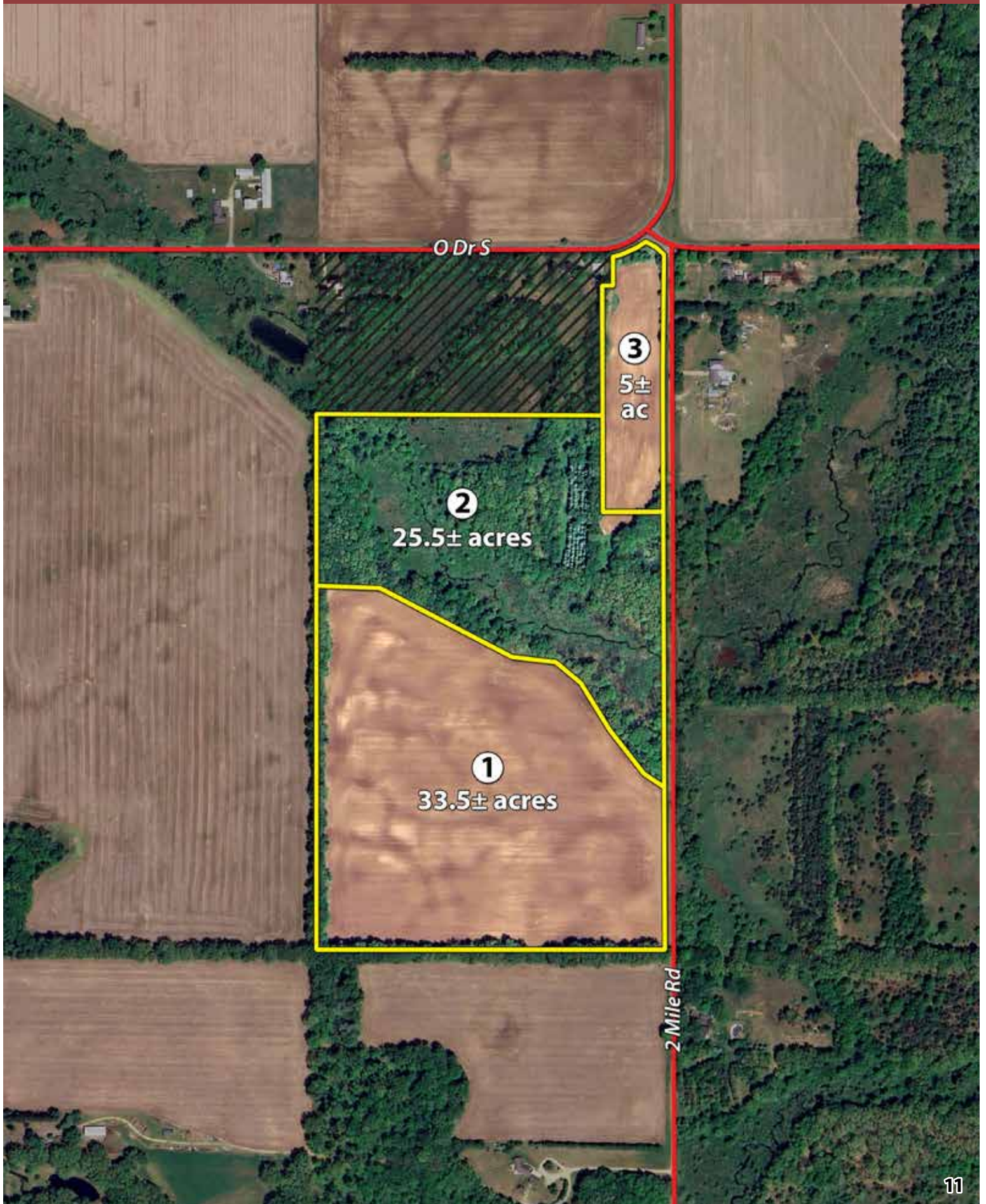
# LOCATION MAP



**AUCTION LOCATION:** The Lighthouse of Athens, 310 S Capital Ave, Athens, MI 49011 • From Downtown Athens travel South 800' & the destination is on the West side of the road.

**DIRECTIONS TO PROPERTY:** From downtown Athens travel North on M-66 for 1.2 miles to S Drive South. Travel West on S Drive South 1 mile to 2 Mile Rd. Travel North 1.3 miles to the property on the West side of 2 Mile Rd.

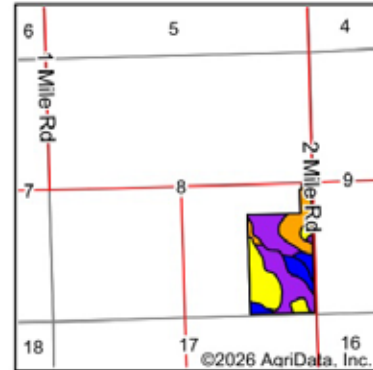
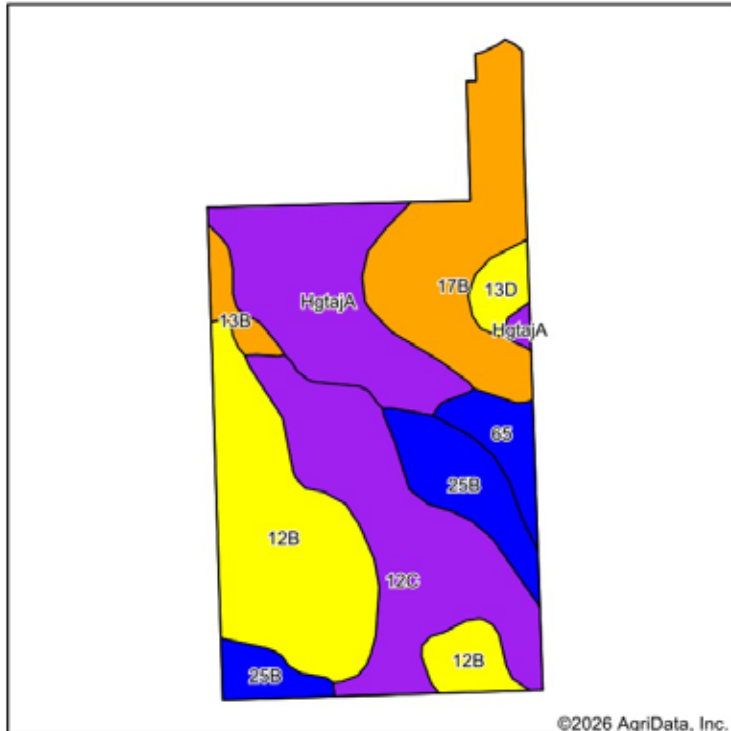
# TRACT MAP





# SOIL MAP

# SOIL MAP



State: Michigan  
 County: Calhoun  
 Location: 8-4S-8W  
 Township: Athens  
 Acres: 62.81  
 Date: 1/26/2026

**SCHRADER**  
 Real Estate and Auction Company, Inc.

Maps Provided by  
**surety**  
 CUSTOMIZED ONLINE MAPPING  
 © AgriData, Inc. 2025 www.AgriDataInc.com



Soils data provided by USDA and NRCSS.

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Area Symbol: MI025, Soil Area Version: 23

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Irr Class	Alfalfa hay Tons	Bromegrass alfalfa hay Tons	Corn Bu	Corn Irrigated Bu	Corn silage Tons	Corn silage Irrigated Tons	Oats Bu	Soybeans Bu	Soybeans Irrigated Bu	Winter wheat Bu	
12B	Coloma loamy sand, 0 to 6 percent slopes	15.29	24.5%		IVs	IIIe											
12C	Coloma loamy sand, 6 to 12 percent slopes	14.15	22.5%		VIs												
17B	Boyer sandy loam, 0 to 6 percent slopes	11.11	17.7%		IIIIs		4		3	72	165	13	24	58	27	50	31
HgtajA	Houghton muck, undrained, 0 to 1 percent slopes	11.08	17.6%			Vw											
25B	Kalamazoo loam, 2 to 6 percent slopes	6.02	9.6%		IIe	IIe				1							
65	Sebewa loam, 0 to 2 percent slopes	2.41	3.8%			IIw											
13D	Spinks loamy sand, 12 to 18 percent slopes	1.47	2.3%			IVe											
13B	Spinks loamy sand, 0 to 6 percent slopes	1.28	2.0%		IIIIs	IIIIs				3					1	1	
<b>Weighted Average</b>					<b>4.16</b>	<b>*</b>	<b>0.7</b>	<b>0.5</b>	<b>12.9</b>	<b>29.2</b>	<b>2.3</b>	<b>4.2</b>	<b>10.3</b>	<b>4.8</b>	<b>8.8</b>	<b>5.5</b>	

\*- Irr Class weighted average cannot be calculated on the current soils data due to missing data.

# **TOPOGRAPHY CONTOURS MAP**

# TOPOGRAPHY CONTOURS MAP



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Source: USGS 3 meter dem

Interval(ft): 3.0

Min: 884.2

Max: 916.3

Range: 32.1

Average: 896.8

Standard Deviation: 7.19 ft



1/26/2026

**8-4S-8W**  
**Calhoun County**  
**Michigan**

Boundary Center: 42° 8' 0.92, -85° 15' 29.58

Maps Provided By



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# TAX INFORMATION

# TAX INFORMATION



## Property Address

2 MILE RD/VACANT  
EAST LEROY, MI, 49051

## Owner Address

MCPECK DOLORES/TRUST &	Unit:	02
MCPECK JEFFREY R	Unit Name:	ATHENS TOWNSHIP
2306 H DRIVE SOUTH		
EAST LEROY, MI 49051		

## General Information for 2025 Tax Year

Parcel Number:	02-008-011-02	Assessed Value:	\$123,500
Property Class:	102	Taxable Value:	\$68,854
Class Name:	AGRICULTURAL VACANT	State Equalized Value:	\$123,500
School Dist Code:	13050		
School Dist Name:	ATHENS SCHOOLS		

PRE 2024: 100%

PRE 2025: 100%

# PRELIMINARY TITLE

# PRELIMINARY TITLE



**DEVON TITLE AGENCY**  
720 Capital Ave SW  
Battle Creek, MI 49015  
Phone: 269-964-7324  
Fax: 269-964-7424  
[www.devontitle.com](http://www.devontitle.com)

## ALTA COMMITMENT FOR TITLE INSURANCE issued by STEWART TITLE GUARANTY COMPANY

Transaction Identification, for which the Company assumes no liability as set forth in Commitment Condition 5.e.  
Issuing Office's ALTA Registry® ID: 1033891 Commitment Number: 20217340

Property Address: 2 Mile Road, East Leroy, MI 49051

### SCHEDULE A

1. Commitment Date: **February 18, 2026, at 8:00 am**
2. Policy to be issued:
  - (a) **ALTA Owner's Policy**  
Proposed Insured: **A natural person or legal entity to be furnished.**  
Proposed Amount of Insurance: **\$1,000.00**
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: **Jeffrey R. McPeck, as to an undivided one-half (1/2) interest, and Jeffrey R. McPeck and Lori L. McPeck, husband and wife, as tenants by the entirety, as to an undivided one-half (1/2) interest**
5. The Land is described as follows:  
Land situated in the Township of Athens, County of Calhoun, State of Michigan

### SEE EXHIBIT A FOR COMPLETE LEGAL DESCRIPTION

#### DEVON TITLE AGENCY

By:   
\_\_\_\_\_  
*Kim Bertolini, Authorized Signatory*

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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# PRELIMINARY TITLE

American Land Title Association

Commitment for Title Insurance  
2021 v.01.00 (07-01-2021)

## SCHEDULE B, PART I - Requirements

Commitment Number: 20217340

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. Pay unpaid taxes and assessments unless shown paid.
6. The insurer must be notified of any construction improvements, renovations or remodeling and reserves the right to add any additional requirements.
7. 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:
  - 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 County Clerk/Register of Deeds of Calhoun County, Michigan.
8. The company requires the Property Owner Confirmation Letter before closing:  
NOTE: This requirement will not have a corresponding exception, so no deletion from the commitment is necessary.
9. NOTE: This Commitment is being issued for informational purposes only. Title is shown subject to such requirements as may be deemed necessary to insure such title. No final policy will be issued pursuant to this Commitment, nor is it to be relied upon for marketable title or closing purposes.
10. NOTE: Upon submission of the Purchase Agreement to the Company, a Title Commitment will be issued that reflects the terms and requirements deemed necessary for the transaction indicated in said Purchase Agreement.
11. Record a Release of the Open End Mortgage in the original amount of [REDACTED], executed by Charles McPeck a/k/a Charles R. McPeck and Delores McPeck a/k/a Dolores P. McPeck, husband and wife and Jeffrey R. McPeck and Lori L. McPeck, husband and wife to GreenStone Farm Credit Union, FLCA, dated May 14, 2013, recorded May 23, 2013, in Liber 3805 Page 45.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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# PRELIMINARY TITLE

In the event any lien to be paid, satisfied and released of record is an Equity Line or Future Advance Mortgage, we require a written payoff request authorized and signed by the mortgagor to the lender requesting the payoff amount and instructing the lender, upon receipt of the request, to freeze the account, make no further advances and to record a discharge of mortgage upon receipt of payoff funds.

Prior to or at closing, submit an affidavit by seller attesting that seller has made no withdrawals by check, draft, electronic transfer or otherwise that would increase the balance due since the provision of a payoff amount for the account.

12. Instrument recorded in Liber 3805 Page 50 indicates that the land to be insured is currently qualified agricultural property. Prior to closing, the purchaser must submit to the Company, either (a) an Affidavit Attesting that the Qualified Agricultural Property Shall Remain as Qualified Agricultural Property, or (b) a Notice of Intent to Rescind the Qualified Agricultural Exemption filed with the assessor for the local tax collecting unit.
13. Instrument recorded in Liber 4639 Page 643 indicates that the land to be insured is currently qualified agricultural property. Prior to closing, the purchaser must submit to the Company, either (a) an Affidavit Attesting that the Qualified Agricultural Property Shall Remain as Qualified Agricultural Property, or (b) a Notice of Intent to Rescind the Qualified Agricultural Exemption filed with the assessor for the local tax collecting unit.
14. Instrument recorded in Liber 4639 Page 650 indicates that the land to be insured is currently qualified agricultural property. Prior to closing, the purchaser must submit to the Company, either (a) an Affidavit Attesting that the Qualified Agricultural Property Shall Remain as Qualified Agricultural Property, or (b) a Notice of Intent to Rescind the Qualified Agricultural Exemption filed with the assessor for the local tax collecting unit.
15. Record Warranty Deed from recited owner to recited purchaser.
16. The following Conveyance(s) affecting said land is/are the most recent conveyances preceding the effective date of this commitment:

Trustee's Deed from Jeffrey R. McPeck, Primary Trustee of the Dolores P. McPeck Revocable Trust dated March 4, 1998, and any amendments thereto to Jeffrey R. McPeck, married man, recorded March 11, 2022, as Liber 4639 Page 645 in Calhoun County, Michigan Register of Deeds.

Warranty Deed from Kenneth J. Bagwell and Jennifer C. Bagwell, husband and wife to Charles McPeck and Dolores McPeck, husband and wife as tenants by the entirety, as to an undivided 1/2 interest and Jeffrey R. McPeck and Lori L. McPeck, husband and wife as tenants by the entirety, as to an undivided 1/2 interest, recorded May 23, 2013, as Liber 3805 Page 42 in Calhoun County, Michigan Register of Deeds.

17. NOTE: The address(s) recited herein is/are for informational purposes only. The Company neither guarantees nor insures its accuracy.
18. NOTE: No liability is assumed by the company for ascertaining the status of utility charges and the insured is cautioned to obtain the current status of these payments.
19. NOTE: The following information is provided for informational purposes only, the accuracy of which is neither guaranteed nor insured, including but not limited to Principal Residence Exemption status. No liability is assumed by the Company for increase occasioned by retroactive revaluation or change in land usage or loss of any Principal Residence Exemption status for insured premises.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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# PRELIMINARY TITLE

American Land Title Association

Commitment for Title Insurance  
2021 v.01.00 (07-01-2021)

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PAYMENT OF TAXES: Tax Parcel No.: 02-008-011-02  
Address: 2 MILE ROAD, EAST LEROY, MI 49051  
- 2025 State Equalized Value: \$123,500.00  
- 2025 Taxable Value: \$68,854.00  
Homestead: 100%  
**2025 Winter Taxes in the amount of \$1,325.28 are UNPAID.**  
2025 Summer Taxes in the amount of \$790.63 are PAID.  
Special Assessments: NONE

The amounts shown as due do not include collection fees, penalties or interest.

NOTE: If subject property is connected to public/community water or sewer, furnish a copy of the current bill to the 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.

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# PRELIMINARY TITLE

## SCHEDULE B, PART II - Exceptions

Commitment Number: 20217340

**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 which 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 liens or right to lien for services, labor or material imposed by law and not shown by the Public Records.
6. Rights and claims of parties in possession, and anyone claiming by, through or under them.
7. Homestead rights, if any, of the spouse of any individual insured or of any individual shown herein to be a party in interest.
8. Building and use restrictions not appearing in the record chain of title, but omitting restrictions, if any, based on race, color, religion or national origin.
9. Taxes and assessments not yet due and payable at Commitment date.
10. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges that are 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 Date of Closing. 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.
11. The address(s) recited herein is/are for informational purposes only. The Company neither guarantees nor insures its accuracy.
12. No liability is assumed by the company for ascertaining the status of utility charges and the insured is cautioned to obtain the current status of these payments.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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# PRELIMINARY TITLE

13. 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.
14. Subject to any municipal regulation, including, but not limited to, water, sewer and septic which requires an inspection prior to the sale and/or transfer of the subject property.
15. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
16. 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 Pine Creek.
17. Rights, if any, of the United States government, the State of Michigan, any other governmental entity, riparian owners, the public or private persons existing in or with respect to the present and past bed, banks, bottomland and waters of Pine Creek.
18. Oil, gas and mineral reservations of every kind and nature and all rights, privileges pertinent or incidental thereto, recorded or unrecorded.

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# PRELIMINARY TITLE

Devon Title Agency

File No. 20217340

## EXHIBIT A Legal Description

LAND SITUATED IN THE TOWNSHIP OF ATHENS, COUNTY OF CALHOUN, STATE OF MICHIGAN DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN SECTION 8, TOWN 4 SOUTH, RANGE 8 WEST, ATHENS TOWNSHIP, CALHOUN COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 8, TOWN 4 SOUTH, RANGE 8 WEST; THENCE SOUTH 0 DEGREES 35 MINUTES 16 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 8 A DISTANCE OF 2848.87 FEET TO THE SOUTHEAST CORNER OF SAID SECTION; THENCE SOUTH 89 DEGREES 45 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF 1326.82 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE NORTH 00 DEGREES 35 MINUTES 24 SECONDS WEST ALONG SAID WEST LINE 2004.42 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 28 SECONDS EAST PARALLEL WITH THE EAST AND WEST 1/4 LINE OF SAID SECTION 8 A DISTANCE OF 1070.00 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 24 SECONDS WEST 486.00 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 28 SECONDS EAST 40.00 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 24 SECONDS WEST 150.00 FEET TO THE EAST AND WEST 1/4 LINE OF SAID SECTION 8; THENCE NORTH 89 DEGREES 28 MINUTES 28 SECONDS EAST ALONG SAID EAST AND WEST 1/4 LINE 216.89 FEET TO THE POINT OF BEGINNING.

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# PRELIMINARY TITLE



Commitment for Title Insurance  
2021 v.01.00 (07-01-2021)

**ALTA 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** (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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.


Issued through the Office of:


**DEVON TITLE AGENCY**

By:   
\_\_\_\_\_  
Kim Bertolini, Authorized Signatory

**STEWART TITLE GUARANTY COMPANY**



  
\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

  
\_\_\_\_\_  
David Hisey  
Secretary

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# PRELIMINARY TITLE



Commitment for Title Insurance  
2021 v.01.00 (07-01-2021)

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that under applicable law 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; 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.

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# PRELIMINARY TITLE



Commitment for Title Insurance  
2021 v.01.00 (07-01-2021)

#### 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.

#### 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.

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# PRELIMINARY TITLE



Commitment for Title Insurance  
2021 v.01.00 (07-01-2021)

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.
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.
11. **ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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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# PRELIMINARY TITLE

## STEWART INFORMATION SERVICES CORPORATION GRAMM-LEACH BLILEY PRIVACY NOTICE

Updated: August 24, 2023

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

**Stewart may collect the following categories of personal and financial information from you throughout your transaction:**

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

**Stewart may collect personal information about you from:**

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

**Stewart may use your personal information for the following purposes:**

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

**Stewart may use or disclose the personal information we collect for one or more of the following purposes:**

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

**Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in

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# PRELIMINARY TITLE

response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

#### **Right to Limit Use of Your Personal Information**

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to [OptOut@stewart.com](mailto:OptOut@stewart.com), or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

#### **How Stewart Protects Your Personal Information**

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

#### **Contact Information**

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270  
**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

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# PRELIMINARY TITLE

## STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Effective Date: January 1, 2020

Updated: August 24, 2023

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this Privacy Notice ("CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

### Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

- A. **Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
- B. **Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.
- C. **Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.
- D. **Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- E. **Internet or other similar network activity.** Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.
- F. **Geolocation data**

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

### Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)

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# PRELIMINARY TITLE

- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Internet or other similar network activity
- Category F: Non-public education information

**A. Your Consumer Rights and Choices Under CCPA and CPRA**

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

**i. Access to Specific Information and Data Portability Rights**

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

**ii. Deletion Request Rights**

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

**iii. Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

**iv. Correction of Inaccurate Information**

You have the right to request that Stewart correct any inaccurate information maintained about.

**v. Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

**Exercising Your Rights Under CCPA and CPRA**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at [OptOut@stewart.com](mailto:OptOut@stewart.com); or

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# PRELIMINARY TITLE

2. Visiting <http://stewart.com/ccpa>.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable. To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

#### **Response Timing and Format**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### **Non-Discrimination**

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different price or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### **Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

#### **Changes to This CCPA Notice**

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

#### **Link to Privacy Notice**

Stewart's Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>

#### **Contact Information**

Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

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# PRELIMINARY TITLE



**DEVON TITLE AGENCY**  
720 Capital Ave SW  
Battle Creek, MI 49015  
Phone: 269-964-7324  
Fax: 269-964-7424  
[www.devontitle.com](http://www.devontitle.com)

## PRIVACY POLICY

Property: **2 Mile Road, East Leroy, MI 49051**

File No: **20217340**

Devon Title Agency respects the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information obtained during the normal course of business. The Devon Title Agency Privacy Policy applies to all of its customers, former customers and applicants.

### The Information We Collect:

The types of information we may collect from you, your lender, attorney, real estate broker, public records or other sources include, but not limited to:

- your contact information (name, address, telephone numbers, email address, etc.)
- information about your transaction such as the address of the subject property, the purchase price, existing liens, easements, and other title information obtained from the public record
- your social security number
- driver license or other government issued identification
- information from third parties such as surveys, real estate tax information, escrow account balances, payoff amounts, etc.

### The Way We Use and Disclose This Information:

We use the information obtained to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information as needed to our affiliates or nonaffiliated third parties to carry out and service your real estate transaction, to protect against fraud and unauthorized transactions, to provide information to government or law enforcement agencies and as otherwise permitted by law.

### Our Commitment To Data Security

We maintain physical, electronic, and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and those we contract with to provide you with the products and services requested.

If you have any questions about our privacy policy notice, please feel free to contact our corporate office at 248-273-4300 and ask for the legal department.

### Handling of Escrow Funds

All escrow funds received by Devon Title Agency as Escrow Agent will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Escrow Agent. Escrow Agent may be eligible to participate in a program whereby it may receive (i) favorable loan terms and earn income from the deposit, and (ii) other direct or indirect benefits from its financial institution by reason of the deposit and/or the maintenance of such accounts. Escrow Agent shall have no obligation to account to any party in any manner for the value of, or to pay to any party, any benefit received by Escrow Agent from its financial institution.

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