



11485 N Territorial Road, Dexter, MI 48130

**Commercial
Real Estate Auction**

**BIDDER
INFORMATION
PACKET**

Brad Stoecker, MBA, CES, AMM

Auctioneer/Broker

517-927-5028

Commercial Real Estate AUCTION

\$275,000 Minimum Opening Bid!

*****Live and Online Bidding*****

11485 N Territorial Road, Dexter, MI 48130



Live Auction: Wednesday, Nov 13, 2018 3:01 PM
Open Houses: - Tues, Nov 5 3-6 PM & Sat, Nov 9 2-4 PM

Features:

- 7,000 Sq. Ft Commercial Building
- 5 Acre Lot (Zoned C-1)
- 3 Separate Suites
- Separate Water, Gas, Electric
- Security Camera System
- Suite A – 1,478 Sq-Ft
- Suite B – 2,075 Sq-Ft
- Suite C – 3,392 Sq-Ft
 - Walk-In Cooler and Kitchen Area
 - 2 Office/Storage Rooms
- High Traffic Corner Location
- Large Paved Lot
- Plans available for additional 13,290 q-Ft Building

For Bidder Packet and Online Auction Details Please Contact Us:

www.EpicAuctions.com

Brad Stoecker: 517-927-5028 or Brad@EpicAuctions.com



Real Estate Auction Terms

Live Auction: Wednesday, Nov 13, 2019 3:01 PM

Commonly referred to as: **11485 North Territorial Road, Dexter, MI 48130**

The price of this property shall be determined by competitive bidding via live auction with online bidding.
A \$25,000 deposit is required to register for a bidder number.

General Terms

- It is the Bidder's responsibility to read and fully understand all Terms and Conditions and property information prior to bidding.
- This auction is to be conducted by Epic Auctions and Estate Sale, LLC, hereinafter referred to as Auctioneer or Auction Company, on behalf of the owner(s) of the property, hereinafter referred to as Seller.
- The terms Bidder and Buyer shall be defined as the individual or any company representing or represented by that individual, including any and all its agents, employees, representatives, officers, owners, members, or directors.
- Auctioneer is not responsible for acts or representations of Seller.
- Auctioneer reserves the right to update the Terms and Conditions and any property information at any time. Those will be effective immediately upon posting.
- The act of bidding shall constitute Bidder's acceptance of the Terms and Conditions in whole and individually. If any individual Term or Condition is later found to be unenforceable, Bidder agrees that all remaining Terms and Conditions shall remain valid and in full effect.
- Epic Auctions and Estate Sale, LLC, is acting solely in the role of Seller's Agent and will not act as Agent of any potential Buyer and owes no fiduciary responsibility to anyone other than the Seller.
- Auction company staff and Seller's family members may bid on their own behalf with the intent to purchase and take possession of the property.
- Bidders are encouraged to attend an Open House to inspect the property to their full satisfaction. If the Bidder isn't satisfied with the condition of the property or they have any reservations about the bidding process, they are encouraged to discuss this with the auctioneer or legal counsel until they are satisfied or refrain from bidding.
- Any information provided in advertisements and bidder information packets was obtained from sources believed to be accurate but are subject to verification by any and all parties relying on such information. No liability for accuracy, errors, or omissions is assumed by Auction Company or Seller.

Real Property Information

- This property is sold subject to any and all existing matters of record, all easements, and current local zoning regulations.
- This property is sold subject to the conditions within the Agreement of Property Use Restrictions for Wastewater Disposal System Permit document dated Feb 2, 2014.
- This property is sold “as-is” with no expressed or implied warranty provided by either Auctioneer or Seller.
- Specific property information is available either at the Epic Auctions and Estate Sales website or via email by request. Please read the property information on the listing and request a Bidder Information Packet.
- Auction Company assumes no liability or responsibility for any defects or deficiencies of the property, either known or not known by Seller.
- Bidder is expected to read and understand all available information regarding the property and to perform their own due diligence to be fully informed about the property prior to bidding.

Registration

- All bidders are required to post a \$25,000 deposit with the auction company prior to being approved to bid.
- All online bidders must provide their full legal name, mailing address, phone number, email address, and valid credit card information to register.
- All live bidders must complete the bidder registration form.
- All bidder identities will be verified to the satisfaction of the auction company. Any bidder that cannot be fully identified will have their bidder registration suspended and any and all bidding activity will be deleted.
- All bidders must be at least 18 years of age as of the date of bidder registration.
- Bidder identities will be kept confidential except to Auction Company staff and Seller.
- Auction Company reserves the right to waive any or all registration requirements.
- Auction Company reserves the right to decline any registration or ban any registered bidder at any time.

Online Bidding

- Online bidding will be available prior to and during the live auction. Online bidders may bid in advance of the auction or in real-time during the live auction.
- If after we say a lot has closed there is determined to have been an internet service interruption or online bidding software interruption in the final 2 hours of bidding, Auctioneer reserves the right to re-open the lot for further bidding. However, if there is no internet outage or service interruption, then we will consider “closed” to mean “Sold”. Auction Company will contact the final bidder to confirm the lot is sold.
- Neither Auctioneer nor Seller are responsible for failure of Auction Company computer systems, Bidder’s computer system malfunctions, failure of Bidder to receive email notifications, vendor platform failures, internet connections, or any other event that prevents Bidder from bidding or Epic from receiving said bids.

Buyers Premium

- There will be a **Ten Percent (10%)** Buyers Premium charged for this auction. This amount will be added to Bidder’s final bid to determine the final sales price.
 - *As an example:* If the Bidder’s final bid is \$100,000, the 10% buyer’s premium will be added to this amount to arrive at the final offer price of \$110,000. This final offer price will be the final price on which all transfer taxes and title insurance policies will be based.

Contract Signing

- At the conclusion of the auction event, the winning bidder is required to sign the purchase agreement. Live bidders will sign immediately upon the conclusion of the auction. Online bidders will have 24 hours after the end of the auction to meet with the auctioneer to sign the purchase agreement. Failure to sign the purchase agreement will result in the bidder’s immediate forfeiture of the earnest money deposit and will result in legal action.

Earnest Money/Down Payment/Deposit for Real Property

- **\$25,000** deposit in the form of a certified bank check or wire transfer must be deposited with Auction Company prior to being approved to bid.
- Earnest money is 100% non-refundable.
- Earnest money will be held in Auctioneer's trust account until closing.
- Remaining balance to be paid in full on or before 45 calendar days after the auction at closing.

Buyer Financing

- Terms are Cash or Conventional Financing Only.
- There are **no** contingencies for financing, appraisals, repairs, or inspections or any other requirements that may be required by the mortgage company.
- Bidder is expected to have any needed pre-approvals in place for a mortgage, if necessary, prior to bidding.

Closing

- All closing costs will be paid by the Buyer including title insurance, recording fees, title fees, and transfer taxes.
- Seller will convey the property to Buyer at closing.
- Title Company and closing location will be selected by Seller.
- Buyer must close within 45 calendar days from the close of the auction.
- Seller will have up to 90 days from the date of official notice from the title company to clear any title defects that may be discovered.
- Taxes will be prorated to the date of closing.
- Any closing that is delayed beyond 45 days without the written authorization of Seller and Auction Company due to any actions or inactions of Buyer or anyone working on behalf of Buyer, including lenders, inspectors, appraisers, etc., will cause Buyer to be considered to be in breach of contract. Buyer will forfeit all earnest money deposits and will be held responsible for any costs incurred by either Auction Company or Seller from the resale of the property.

Disputes

- In the event of any dispute regarding the auction and subsequent transfer of this property, all legal claims will be properly filed in Eaton County, in the State of Michigan.

The information contained in this document is subject to verification by all parties relying on it. Though every effort has been made to gather accurate and correct information, neither the Seller nor Epic Auctions & Estate Sales assumes any liability for its accuracy, and/or any errors or omissions. Conduct of the auction and increments of bidding are solely at the discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final.

Sale shall include 100% of the mineral, oil, water, and gas rights that may be owned by the Seller.


Neither Epic Auctions & Estate Sales nor the seller will discriminate because of Race, Creed, Color, National Origin, Sex, Martial Status, Age, Handicap or families with children.

Epic Auctions & Estate Sales

11040 Ransom Hwy

Dimondale, MI 48821

517-927-5028

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

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 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, First American Title Insurance 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 Policy Amount 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.

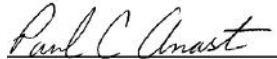
First American Title Insurance Company


Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

ATA NATIONAL TITLE GROUP, LLC


BY: PAUL C. ANAST
AUTHORIZED SIGNATORY

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

This page is only part of a 2016 ALTA Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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ALTA® COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Issued by
First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: ATA National Title Group, LLC
Issuing Office: 1600 Abbot Road, Suite 201
East Lansing, MI 48823
Ph:(517) 333-3982 Fax:(517) 333-6534
ALTA® Universal ID: 1033513
Issuing Office File Number: 81-19675299-ELN
Property Address: 11485 N. Territorial Rd, Dexter, MI 48130
Revision Number:

1. Commitment Date: October 11, 2019, at 8:00 am
2. Policy to be issued: Proposed Policy Amount
 - (a) ALTA® OWNERS POLICY WITH STANDARD EXCEPTIONS **TBD**
Proposed Insured:
 - (b) ALTA® LOAN POLICY WITHOUT STANDARD EXCEPTIONS **TBD**
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
4. The Title is, at Commitment Date, vested in:
Dexter Plaza One LLC, a Michigan limited liability company
5. The land referred to in this commitment is situated in the Township of Dexter, County of Washtenaw, State of Michigan, as follows:
The North 466.70 feet of the West 466.70 feet of the West 1/2 of the Southwest 1/4 of Section 15, Town 1 South, Range 4 East, Dexter Township, Washtenaw County, Michigan.

ATA National Title Group, LLC

By: Paul C. Anast
AUTHORIZED SIGNATORY

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SCHEDULE B, PART I
REQUIREMENTS

All of the following Requirements must be met:

1. Instruments necessary to create the estate or interest to be insured must be executed by, delivered and duly filed for record.
2. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements or exceptions relating to the interest or the loan.
3. Pay the agreed amounts for the Title and/or the mortgage to be insured.
4. Pay us the premiums, fees and charges for the policy.
5. Submit proper evidence that the tax legal description has been corrected to conform with the description set forth on this commitment and that the Township Assessor's Office has filed an affidavit of correction with the Washtenaw County Equalization Department and the Washtenaw County Treasurer's Office.
6. Submit a copy of the Operating Agreement and Articles of Organization duly filed with the Michigan Department of Commerce Corporation and Securities Bureau establishing Dexter Plaza One LLC, a Michigan limited liability company. This commitment may be subject to such further requirements as deemed necessary after examination of the aforementioned document.
7. Upon supplying the identity of the Proposed Insured and/or the amount of the policy to the Company, this commitment may be subject to such further requirements as may then be deemed necessary.
8. PAYMENT OF TAXES: Tax Parcel No.: D-04-15-300-001

2019 Summer Taxes in the amount of \$1,948.62 are PAID

2018 Winter Taxes in the amount of \$8,088.89 are PAID

Special Assessments: None

- 2019 State Equalized Value: \$219,400.00
- 2019 Taxable Value: \$185,088.00
- 2019 Principal Residence Exemption: 0%
- School District: 81050

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

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SCHEDULE B, PART II
EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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 facts, rights, interests or claims 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 thereof of the Land.
3. Easements, claim of easements or encumbrances that are not shown in the Public Records and existing water, mineral, oil and exploration rights.
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 theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the Public Records.
7. 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.
8. 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.
9. 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.
10. Terms and Conditions contained in Conditional Use Application and Permit as disclosed by instrument recorded in Liber 1701, page 300.
11. Terms and Conditions contained in Affidavit as disclosed by instrument recorded in Liber 2784, page 731.
12. Terms and Conditions contained in Restrictive Covenant Agreement as disclosed by instrument recorded in Liber 5041, page 137.
13. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.

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14. Loss or damage arising out of any discrepancy between the legal description of the property as insured and the legal description of the property as assessed on the Washtenaw County tax rolls.
15. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the public records.
16. 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.
17. Rights of tenants, if any, under any unrecorded leases.

THIS COMMITMENT OR FORECLOSURE GUARANTEE COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY, THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE, LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED, PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSURED'S ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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 countersignature 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 shall not be 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:

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- (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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
 - (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.
6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT
- (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 and must be restricted solely to the terms and provisions of this Commitment.
 - (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.
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. ARBITRATION
- The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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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PRIVACY POLICY NOTICE

ATA National Title Group, LLC and its family of affiliated companies, respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the ATA National Title Group, LLC Privacy Policy.

ATA National Title Group, LLC as an agent for First American Title Insurance Company provides title insurance products and other settlement and escrow services to customers. The ATA National Title Group, LLC Privacy Policy applies to all ATA National Title Group, LLC customers, former customers and applicants.

What kinds of information we collect: Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction, including information about the real property you bought, sold or financed such as address, cost, existing liens, easements, other title information and deeds
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, we may also collect your social security number as well as information from third parties including property appraisals, credit reports, loan applications, land surveys, real estate tax information, escrow account balances, and sometimes bank account numbers or credit card account numbers to facilitate the transaction, and
- information about your transactions and experiences as a customer of ours or our affiliated companies, such as products or services purchased and payments made.

How we use and disclose this information: We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, our title affiliates record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction as permitted by law.

We may also disclose your name, address and property information to other companies who perform marketing services such as letter production and mailing on our behalf, or to other financial service companies (such as insurance companies, banks, mortgage brokers, credit companies) with whom we have joint marketing arrangements.

How we protect your information: We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

If you have any questions about this privacy statement or our practices at ATA National Title Group, LLC, please write us at: **ATA National Title Group, LLC c/o 31440 Northwestern Highway, Ste. 100, Farmington Hills, Michigan 48334.**
Attn: Legal Resources.



First American Title™

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



CHELSEA AREA CONSTRUCTION AGENCY
CODE ENFORCEMENT
12172 Jackson Road
Dexter, Michigan 48130
(734) 475-4420 FAX (734) 475-4409

MEMBERS
City of Chelsea
TOWNSHIPS OF:
Dexter
Lima
Lyndon
Sylvan
Sharon

CERTIFICATE OF OCCUPANCY
Chelsea Area Construction Agency

This certificate is issued pursuant to the requirements of Dexter Township or City of Chelsea Building Inspection Codes. To the best of our knowledge and belief this building facility was in compliance with the State of Michigan Construction Codes and all other applicable Rules and Regulations used by the enforcing agency.

PERMIT NUMBER: 13-26424

PROJECT: Interior Finishes to Make 3 Suites, with 3 Handi Cap Bathrooms, and Remove Valet on East End {Per Approved Plans}

BUILDING USE: B / 2-C

BUILDING ADDRESS: 11485 N. Territorial Rd., Dexter, MI 48130

TOWNSHIP: Dexter Township

OWNER: Dexter Plaza One, LLC

OWNER ADDRESS: 4327 Cornwell Lane, Whitmore Lake, MI 48189

Final Building sign-off:

[Signature]
Building Official

5/27/14
Date

**AGREEMENT AND PROPERTY USE RESTRICTIONS
FOR WASTEWATER DISPOSAL SYSTEM PERMIT**

THIS INDENTURE, made this 2nd day of February, 2014 by and between Dexter Plaza One LLC, a Michigan limited liability company, whose address is 4327 Cornwell Lane, Whitmore Lake, Mi 48189, hereinafter called "Vendee", and the Washtenaw County Environmental Health Division hereinafter called "Division", having its principal place of business at 705 Zeeb Road, Ann Arbor, Michigan 48103.

WITNESSETH:

WHEREAS, Dexter Plaza One LLC, is the vendee under a land contract of the following described property located in Dexter Township, Washtenaw County, Michigan.

Parcel I.D. # 04-15-300-001

The above-described premises contain 5 acres, more or less.

Legal Description

The North 466.70 feet of the West 466.70 feet of the West 1/2 of the Southwest 1/4 of Section 15, Town 1 South, Range 4 East, Dexter Township, Washtenaw County, Michigan. Commonly known as 11485 North Territorial Road, Dexter, Michigan

WHEREAS, the Division has reviewed the existing wastewater disposal system components on the subject property; and

WHEREAS, the Division has performed a site / soil evaluation on the property and has found that the site has an area suitable for the installation of a replacement non-residential wastewater disposal system; and

WHEREAS, the vendee has indicated a desire to re-occupy a vacant non-residential structure, utilizing the existing wastewater disposal system; and

WHEREAS, the vendee has submitted a plan for the operation of three distinct units within the original building; and

WHEREAS, the Division has reviewed the submitted plans and determined that the existing wastewater disposal system should be adequate to serve a non-residential mixed retail / office/ limited food service use with maximum wastewater flow of 1000 gallons per day;

NOW, THEREFORE, in consideration of the covenants and agreements and restrictions contained in this Agreement, the parties mutually agree as follows:

1. "Ownership" either the owner of title to the property or the vendee interest under a land contract for the property will be solely responsible for maintenance of the water supply and wastewater disposal systems;
2. The overall building flow is restricted to 1000 gallons per day based on current design. A water meter shall be installed on the water system and readings shall be taken monthly and submitted annually to the Division. Any units within the building will also have a meter to segregate usage from total usage;
3. Due to wastewater disposal system limitations, certain high flow/high strength uses such as a laundromat or full service restaurant are not suited for this property without a wastewater disposal system upgrade. Proposed building uses must be reviewed by the Department as a condition of the operating permit;
4. Low flow fixtures shall be utilized throughout the premises;
5. That the building water / wastewater system construction upgrades as conveyed in the October 29, 2013 guidance letter- Attachment B- be completed prior re-occupancy of the building unless otherwise authorized by the Division;
6. In the event of a sewage disposal failure, as determined by the Division, vendee shall either promptly abate the failure and replace the wastewater disposal system under permit from the Division; or vacate the premises until a suitable replacement wastewater system is installed under permit from the Division; or connect to municipal sewer if deemed available;
7. This Agreement and any required permits, together with the covenants and restrictions, shall run with the land, and shall bind, and inure to the benefit of the heirs, executors, administrators, devisees, successors, legal representatives, and assigns of the respective parties to whom the whole or any part of the land so made subject to said permit shall at any time become or belong. Any violation of the restrictions and covenants contained in this Agreement shall void any required permits;
8. Failure of the Department to enforce any covenant or restriction contained in this Agreement shall not be construed as a waiver of any further breach of same covenant or restriction in the future;
9. This Agreement and any amendments hereto shall be recorded by the vendee within three (3) calendar days from the date of this Agreement with the Washtenaw County Register of Deeds;
10. This Agreement shall only be modified upon written approval of the Division;
11. In the event the facility is connected to a municipal sewer system, the agreement and property use restrictions listed herein shall be deemed null & void.

VENDEE:

Penelope Dec, member
Dexter Plaza One LLC

STATE OF MICHIGAN)
) ss.

COUNTY OF WASHTENAW)

On this __ day of _____, 2014, before me a Notary Public, appeared Penelope Dec member of Dexter Plaza One LLC, who being duly sworn stated that the above statements are true to the best of their knowledge and belief.

), Notary Public
), Michigan
My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have executed this document on the day and year first written above.

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

WASHTENAW COUNTY DEPARTMENT OF PUBLIC HEALTH

David A. Dean, Senior Sanitarian, Agent for
Washtenaw County Environmental Health Division

On this ____ day of _____ 2014, before me a Notary Public, appeared David Dean Senior Sanitarian, Agent for Washtenaw County Environmental Health Division who being duly sworn stated that the above statements are true to the best of his knowledge and belief.

), Notary Public
), Michigan
My Commission Expires:

Drafted By and when recorded please return to:
David A. Dean, Senior Sanitarian, Agent for:
Washtenaw County Department of Public Health
Environmental Health Division
705 N. Zeeb Rd.
Ann Arbor, MI 48103

Parcel Information

PIN: D -04-15-300-001
CVT Code: D
CVT Description: TOWNSHIP OF DEXTER
School: 81050 , DEXTER COMMUNITY SCHOOLS
Property Class: 201 , COMMERCIAL

Property Information

Address: 11485 N TERRITORIAL RD
DEXTER , MI 48130

Owner Information

Owner: DEXTER PLAZA ONE LLC
Address: PO BOX 679
PINCKNEY , MI 48169



Parcel highlighted in blue

Homestead Information

Homestead Percent: 0%

Values

Assessed Value: \$ 219400 **SEV:** \$ 219400
Capped Value: \$ 185088 **Taxable Value:** \$ 185088

Drain Assessment (not incl. drain debts)

Year	Drain Name	Amount

Sales (last 3 max)

Date	Sale Price	Type
03/05/2015	0	OTHER
12/31/2012	299000	LAND CONTRACT
03/06/2007	209000	WARRANTY DEED

Tax Description

*OLD SID - D 04-015-014-00 DE 15-7B BEG AT W 1/4 POST OF SEC, THE 466.7 FT IN CENT OF ROAD, TH S 466.7 FT, TH N 466.7 FT IN W LINE OF SEC TO THE PL OF BEG, BEING PART OF W 1/2 OF SW 1/4 SEC 15 T1S-R4E 5.02 AC.



Item 1 of 3 1 Image / 2 Sketches

Property Owner: DEXTER PLAZA ONE LLC

Summary Information

- > Commercial/Industrial Building Summary > Assessed Value: \$218,500 | Taxable Value: \$185,088
- Yr Built: 1950 - # of Buildings: 1
- Total Sq.Ft.: 7,000

Owner and Taxpayer Information

Owner	DEXTER PLAZA ONE LLC PO BOX 679 PINCKNEY, MI 48169	Taxpayer	SEE OWNER INFORMATION
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General Information for Tax Year 2020

Property Class	COMMERCIAL	Unit	04 DEXTER TOWNSHIP
School District	Dexter SD	Assessed Value	\$218,500
MAP #	Not Available	Taxable Value	\$185,088
USER NUM IDX	Not Available	State Equalized Value	\$218,500
USER ALPHA 1	Not Available	Date of Last Name Change	07/21/2015
USER ALPHA 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
USER ALPHA 2	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2019	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2019	\$219,400	\$219,400	\$185,088
2018	\$272,000	\$180,750	\$180,750
2017	\$365,600	\$180,750	\$180,750

Land Information

Zoning Code	C-1	Total Acres	5.000
Land Value	Not Available	Land Improvements	\$16,627
Renaissance Zone	Not Available	Renaissance Zone Expiration Date	Not Available
ECF Neighborhood	Not Available	Mortgage Code	Not Available
Lot Dimensions/Comments	Not Available	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

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Land Division Act Information

Date of Last Split/Combine	<i>No Data to Display</i>	Number of Splits Left	0
Date Form Filed	<i>No Data to Display</i>	Unallocated Div.s of Parent	0
Date Created	<i>No Data to Display</i>	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	<i>Not Available</i>
Split Number	0	Courtesy Split	<i>Not Available</i>
Parent Parcel	<i>No Data to Display</i>		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
03/05/2015	\$0.00	CD	PJK DEXTER LLC	DEXTER PLAZA ONE LLC	LAND CONTRACT PAYOFF	5083/0748
12/31/2012	\$299,000.00	LC	PJK DEXTER, LLC	DEXTER PLAZA ONE, LLC	LAND CONTRACT	4950/0586
03/06/2007	\$209,000.00	WD	ELLMAN DOUGLAS	PJK DEXTER LLC	WARRANTY DEED	4615 387
09/28/1999	\$405,000.00	WD	NELLIS JOSEPH A	COUNTRYSIDE BANQUETS L L C	ARMS-LENGTH	3916 228
09/18/1997	\$0.00	IV	NELLIS ROBERTTA J	NELLIS JOSEPH A	SELLER FINANCED	3501-0308

Building Information - 7000 sq ft (Commercial)

Floor Area	7,000 sq ft	Estimated TCV	<i>Not Available</i>
Occupancy	<i>Not Available</i>	Class	<i>Not Available</i>
Stories Above Ground	<i>Not Available</i>	Average Story Height	<i>Not Available</i>
Basement Wall Height	<i>Not Available</i>	Identical Units	<i>Not Available</i>
Year Built	1950	Year Remodeled	2013
Percent Complete	<i>Not Available</i>	Heat	<i>Not Available</i>
Physical Percent Good	<i>Not Available</i>	Functional Percent Good	<i>Not Available</i>
Economic Percent Good	<i>Not Available</i>	Effective Age	<i>Not Available</i>

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11485 N TERRITORIAL RD DEXTER, MI 48130 (Property Address)

Parcel Number: D -04-15-300-001



Item 1 of 3

[1 Image / 2 Sketches](#)**Property Owner: DEXTER PLAZA ONE LLC****Summary Information**

- > Commercial/Industrial Building Summary
 - Yr Built: 1950
 - # of Buildings: 1
 - Total Sq.Ft.: 7,000

> Assessed Value: \$218,500 | Taxable Value: \$185,088

Owner and Taxpayer Information**Owner**

DEXTER PLAZA ONE LLC
PO BOX 679
PINCKNEY, MI 48169

Taxpayer

SEE OWNER INFORMATION

Legal Description

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Recalculate amounts using a different Payment Date

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date **Tax History**

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2019	Summer	\$1,948.62	\$1,948.62	09/12/2019	\$0.00
2018	Winter	\$8,088.89	\$8,088.89	02/07/2019	\$0.00
2018	Summer	\$1,907.92	\$1,907.92	09/11/2018	\$0.00
2017	Winter	\$13,208.79	\$13,208.79	02/13/2018	\$0.00
2017	Summer	\$3,186.49	\$3,186.49	09/11/2017	\$0.00
2016	Winter	\$6,674.74	\$6,674.74	02/16/2017	\$0.00

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Parcel: D -04-15-300-001 Data Current As Of: 10/11/2019

Property Address

11485 N TERRITORIAL RD
DEXTER, MI 48130

Owner and Taxpayer Information

Owner	DEXTER PLAZA ONE LLC PO BOX 679 PINCKNEY, MI 48169	Taxpayer	SEE OWNER INFORMATION
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Legal Description

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General Information for 2018 Winter Taxes

School District	81050	PRE/MBT	0.0000%
Taxable Value	\$180,750		
Property Class	201 - COMMERCIAL	Assessed Value	\$180,750
Tax Bill Number	01329	Last Receipt Number	00002683
Last Payment Date	02/07/2019	Number of Payments	1
Base Tax	\$8,008.81	Base Paid	\$8,008.81
Admin Fees	\$80.08	Admin Fees Paid	<i>Not Available</i>
Interest Fees	\$0.00	Interest Fees Paid	\$0.00
Total Tax & Fees	\$8,088.89	Total Paid	\$8,088.89

Tax Bill Breakdown for 2018 Winter

Taxing Authority	Millage Rate	Amount	Amount Paid
WASH COMM COLL	3.397800	\$614.15	\$614.15
COUNTY PARKS	0.475800	\$86.00	\$86.00
COUNTY NAT AREA	0.235600	\$42.58	\$42.58
COUNTY EECS	0.195500	\$35.33	\$35.33
COUNTY HCMA	0.212900	\$38.48	\$38.48
COUNTY VETRELIEF	0.098300	\$17.76	\$17.76
COUNTY ROADS	0.492200	\$88.96	\$88.96
TOWNSHIP OPER	0.785800	\$142.03	\$142.03
TOWNSHIP FIRE	1.652000	\$298.59	\$298.59
FIRE SUBSTATION	0.971700	\$175.63	\$175.63
TOWNSHIP POLICE	1.417400	\$256.19	\$256.19
WASH INTER SCH	5.364100	\$969.56	\$969.56
DEXTER SCH DEBT	8.500000	\$1,536.37	\$1,536.37
DEXTER NON/PRE	18.000000	\$3,253.50	\$3,253.50
DEX LIBRY OPER	1.108300	\$200.32	\$200.32
DEX LIBRY DEBT	0.410000	\$74.10	\$74.10
MH&PUB SAFETY	0.991800	\$179.26	\$179.26
Admin Fees		\$80.08	Not Available
Interest Fees		\$0.00	\$0.00
	44.309200	\$8,088.89	\$8,088.89

Parcel: D -04-15-300-001 Data Current As Of: 10/11/2019

Property Address

11485 N TERRITORIAL RD
DEXTER, MI 48130

Owner and Taxpayer Information

Owner	DEXTER PLAZA ONE LLC PO BOX 679 PINCKNEY, MI 48169	Taxpayer	SEE OWNER INFORMATION
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General Information for 2019 Summer Taxes

School District	81050	PRE/MBT	0.0000%
Taxable Value	\$185,088	S.E.V.	\$219,400
Property Class	201 - COMMERCIAL	Assessed Value	\$219,400
Tax Bill Number	01303	Last Receipt Number	00002948
Last Payment Date	09/12/2019	Number of Payments	1
Base Tax	\$1,929.33	Base Paid	\$1,929.33
Admin Fees	\$19.29	Admin Fees Paid	<i>Not Available</i>
Interest Fees	\$0.00	Interest Fees Paid	\$0.00
Total Tax & Fees	\$1,948.62	Total Paid	\$1,948.62
Renaissance Zone	<i>Not Available</i>	Mortgage Code	<i>Not Available</i>

Tax Bill Breakdown for 2019 Summer

Taxing Authority	Millage Rate	Amount	Amount Paid
STATE EDUC TAX	6.000000	\$1,110.52	\$1,110.52
WASH COUNTY OPER	4.423900	\$818.81	\$818.81
Admin Fees		\$19.29	Not Available
Interest Fees		\$0.00	\$0.00
	10.423900	\$1,948.62	\$1,948.62

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North Territorial Rd

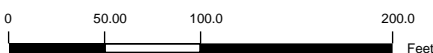
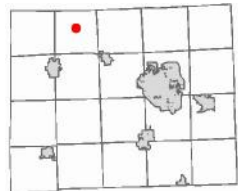
Dexter Iowanna Rd

11485

6475

11451

6322



1: 1,200

10/13/2019



NOTE: Parcels may not be to scale.

The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.