

**COMMITMENT FOR TITLE INSURANCE  
Schedule A**

**Ref:**

1. **Effective Date:** September 27, 2006 at 8:00 am                      **Commitment No.:** N-100403  
Revision 1  
10924660

2. **Policy or Policies to be issued:**

ALTA Owners Policy    **Amount:** "TO BE DETERMINED"  
**Proposed Insured:** Prospective Purchaser

3. **Title to the Fee Simple estate or interest in the land described or referred to in this commitment is, at the effective date hereof, vested in:**

State Board of Education for the State of Michigan

4. **The land referred to in this Commitment is located in the Township of Prairieville, County of Barry, State of Michigan, and is described as follows:**

SEE ATTACHED EXHIBIT "A"

ADDRESS

Commitment No. N-100403  
Schedule A

**Exhibit "A"**

A parcel of land in the Northeast 1/4 of Section 6, Town 1 North, Range 10 West, Prairieville Township, Barry County, Michigan, more particularly described as commencing at the Northeast corner of said section; thence South 00 degrees 56 minutes 14 seconds East 813.83 feet on the East line of said section; thence North 90 degrees 00 minutes 00 seconds West 1572.81 feet to a point on the centerline of Pine Lake Road (66 feet wide) and the point of beginning of this description; thence South 61 degrees 31 minutes 25 seconds West 174.90 feet on said centerline; thence South 25 degrees 16 minutes 08 seconds East 1165.28 feet; thence South 77 degrees 20 minutes 42 seconds West 6.85 feet to a found iron; thence continuing South 77 degrees 20 minutes 42 seconds West 618.66 feet to a found iron; thence South 17 degrees 28 minutes 47 seconds East 434.54 feet to a point on the Northerly line of Oakridge Drive (variable width) as occupied; thence along said Northerly line for the following nine (9) courses: (1) North 76 degrees 25 minutes 23 seconds East 130.16 feet; (2) 122.85 feet on the arc of a curve to the right with a radius of 171.49 feet, a central angle of 41 degrees 02 minutes 43 seconds and a long chord bearing South 82 degrees 45 minutes 14 seconds East 120.24 feet; (3) South 65 degrees 28 minutes 30 seconds East 50.37 feet; (4) 93.89 feet on the arc of a curve to the left with a radius of 115.16 feet, a central angle of 46 degrees 42 minutes 55 seconds and a long chord bearing North 89 degrees 06 minutes 37 seconds East 91.31 feet; (5) North 66 degrees 34 minutes 51 seconds East 69.11 feet; (6) 140.15 feet on the arc of a curve to the right with a radius of 113.19 feet, a central angle of 70 degrees 56 minutes 34 seconds and a long chord bearing South 84 degrees 46 minutes 28 seconds East 131.36 feet; (7) South 46 degrees 24 minutes 57 seconds East 118.06 feet; (8) South 36 degrees 44 minutes 21 seconds East 153.69 feet; (9) 121.86 feet on the arc of a curve to the left with a radius of 477.38 feet, a central angle of 14 degrees 37 minutes 32 seconds and a long chord bearing South 46 degrees 08 minutes 17 seconds East 121.53 feet to the Northwesterly line of the Hallwood Plat as recorded in Liber 2 of Plats, Page 49, Barry County Records; thence North 64 degrees 29 minutes 36 seconds East 211.01 feet on said plat line; thence North 31 degrees 32 minutes 23 seconds East 19.19 feet on said plat line; thence North 26 degrees 00 minutes 00 seconds West 2068.13 feet to the point of beginning.

EXCEPT the following premises contained in Memorandum of Land Contract recorded in Liber 655, Page 245, rerecorded as Document No. 1047581, and described as: A parcel of land situated in Section 6, Town 1 North, Range 10 West, described as: Commencing at the Northeast corner of Section 6, Town 1 North, Range 10 West; thence West along the North line of said Section 6 a distance of 379.50 feet; thence South at right angles to said North section line 178.20 feet to a point on the Northeasterly extension of the center line of Pine Lake Road; thence South 60 degrees 00 minutes 00 seconds West along the centerline of Pine Lake Road and said Northeasterly extension thereof, 1516.69 feet; thence South 26 degrees 07 minutes 56 seconds East, 966.68 feet to the true point of beginning; and running thence South 26 degrees 07 minutes 56 seconds East 197.78 feet; thence South 76 degrees 08 minutes 43 seconds West 618.56 feet (previously recorded as South 76 degrees 10 minutes West 621); thence South 18 degrees 39 minutes 53 seconds East 452.06 feet (previously recorded as South 16 degrees East 468.5 feet) to the Northwest corner of the plat of "Sandy Beach" as recorded in Liber 2, Page 7 of Plats; thence South 17 degrees 28 minutes 01 seconds West 150.42 feet to the Southwest corner of said plat of "Sandy Beach"; thence South 74 degrees 25 minutes 58 seconds West along a traverse line of the Shore of Pine Lake 203.96 feet (previously recorded as 73 degrees 12 minutes West 204.1 feet); thence North 65 degrees 10 minutes 22 seconds West (previously recorded as North 65 degrees 40 minutes West) 51.57 feet; thence North 24 degrees 49 minutes 38 seconds East 108.30 feet to the centerline of Oak Ridge Drive; thence Northwesterly 75.85 feet along said centerline of Oak Ridge Drive and the arc of a curve to the right whose radius is 125.00 feet and whose chord bears North 32 degrees 20 minutes 31 seconds West 74.69 feet; thence North 14 degrees 57 minutes 33 seconds West, along said centerline of Oak Ridge Drive 159.10 feet; thence North 12 degrees 02 minutes 38 seconds East along said centerline of Oak Ridge Drive 323.37 feet; thence North 10 degrees 25 minutes 30 seconds West along said centerline of Oak Ridge Drive 141.00 feet; thence North 76 degrees 08 minutes 43 seconds East 670.31 feet to the place of beginning.

ALSO EXCEPT the following premises contained in Warranty Deed recorded in Liber 695, Page 436, Barry County Records, and described as: A parcel of land situated in Section 6, Town 1 North, Range 10 West, described as: Commencing at the Northeast corner of said Section 6; thence West along the North line of said Section 6 a distance of 379.50 feet; thence South at right angles to said North section line 178.20 feet to a point on the Northeasterly extension of the centerline of Pine Lake Road; thence South 60 degrees 00 minutes 00 seconds West along the centerline of Pine Lake Road and said Northeasterly extension thereof, 1516.69 feet to the true place of beginning; thence South 26 degrees 07 minutes 56 seconds East (previously recorded as South 26 degrees East 1066.feet) 966.68 feet; thence South 76 degrees 08 minutes 43 seconds West 670.31 feet to the centerline of Oak Ridge Drive; thence North 10 degrees 25 minutes 30 seconds West along said centerline of Oak Ridge Drive 578.34 feet; thence North 61 degrees 42 minutes 15 seconds East 170.00 feet; thence North 10 degrees 25 minutes 30 seconds West 256.24 feet to the centerline of Pine Lake Road; thence North 61 degrees 42 minutes 15 seconds East along said centerline of Pine Lake Road 108.01 feet; thence North 60 degrees 00 minutes 00 seconds East along said centerline of Pine Lake Road 151.57 feet to the place of beginning.

**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE B - SECTION 1**  
**REQUIREMENTS**

The following are the requirements to be complied with:

**Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**

**Item (b) Proper instrument (s) creating the estate or interest to be insured must be executed and duly filed for record. To wit:**

NOTE: It has been requested by the Proposed Insured that the Company issue its ALTA Owner's Policy without standard exceptions. The ALTA Owner's Policy without standard exceptions shall be issued upon the Company determining that the following additional 3 requirements have been satisfied:

1. Submission of an affidavit in acceptable form executed by the present title holder establishing the following facts:
  - (a) That the present affiant is in possession of said property and has no knowledge of any other parties in possession or claiming rights of possession.
  - (b) That the affiant has no knowledge of the granting of any unrecorded water, mineral and/or oil rights, unrecorded easements or claims of easements, boundary line disputes, or claims of such grants or rights relative thereto.
  - (c) Affiant's marital status throughout terms of ownership.
2. Submit proper sworn statements and waivers showing payment or release of lien rights covering improvements made on subject land in the last 120 days or satisfactory proof that no improvements have been made within the last 120 Days.
3. Submit satisfactory survey by an approved surveyor, certified to the Company, showing no encroachments or adverse rights upon the subject property or any variation between the property description in this commitment and the survey description.
4. Intentionally Deleted.
5. Intentionally Deleted.
6. Intentionally Deleted.
7. Intentionally Deleted.
8. Intentionally Deleted.

Schedule B- Section 1 - Commitment No. N-100403

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached Form No. 91-88 (B1)

9. Deed from Kenneth L. Topp and Donna Topp, husband and wife, whose interest is evidenced of record by the Quit Claim recorded in Liber 568, Page 985, to the State Board of Education of the State of Michigan, as to the parcel to be insured herein.
10. Submit evidence satisfactory to the Company of the statutory authority under which proper officer(s) of the State Board of Education for the State of Michigan has the authority to convey the subject premises. This commitment is subject to such further requirements as may then be deemed necessary.
11. Warranty Deed from the State Board of Education for the State of Michigan to recited purchaser.
12. TAXES:

Tax Identification No. 12-006-001-20

NOTE: 2005 Winter and 2006 Summer taxes are exempt.

NOTE: The above taxes are assessed as follows:

Section 6, Town 1 North, Range 10 West, commencing at Southwest corner of Lot 11 HALLWOOD; thence North 62 degrees 42 minutes East 49 feet to point of beginning; thence North 26 degrees 00 minutes West 2075 feet; thence North 60 degrees 00 minutes East 140 feet; thence South 26 degrees 00 minutes East 1996 feet; thence South 89 degrees 00 minutes East 102 feet; thence South 32 degrees 05 minutes West 77.42 feet; thence South 62 degrees 42 minutes West 190 feet to point of beginning. Except the North 33 feet.

Tax Identification No. 12-006-001-30

NOTE: 2005 Winter and 2006 Summer taxes are exempt.

NOTE: The above taxes are assessed as follows:

Section 6, Town 1 North, Range 10 West, commencing at Southwest corner of Lot 11 HALLWOOD as point of beginning; thence North 62 degrees 42 minutes East 49 feet; thence North 26 degrees 00 minutes West 930 feet; thence South 76 degrees 10 minutes West 621 feet; thence South 16 degrees 00 minutes East 468.5 feet; thence North 74 degrees 42 minutes East 180 feet; thence South 67 degrees 41 minutes East 162.2 feet; thence North 63 degrees 26 minutes East 222.52 feet; thence South 49 degrees 53 minutes East 153.6 feet; thence South 38 degrees 32 minutes East 308 feet to point of beginning.

13. Submit to the Company satisfactory evidence that the property to be insured herein is not subject to either a Commercial or Industrial Facility Tax as established under Act 198 of Public Acts of 1974 or Act 255 of Public Acts of 1978. Should either tax apply, submit evidence satisfactory to the Company that all such taxes have been paid.

Schedule B- Section 1 - Commitment No. N-100403

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached Form No. 91-88 (B1)

**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE B - SECTION 2**  
**EXCEPTIONS**

**The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.**

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
3. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
4. Easement to Delton Telephone Company for public utilities recorded in Liber 250, Page 96.
5. Oil, gas, mineral and aboriginal antiquities reserved by the State of Michigan along with terms, conditions and provisions contained in deed recorded in Liber 492, Page 675.
6. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.
7. Any provision 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.
8. Loss or damage sustained as a result of the failure to have the tax assessed legal description reassessed to accurately described the land insured herein.

NOTE: This commitment and any policy issued pursuant hereto omits any covenant, condition or restriction based on race, color, religion, age, sex, handicap, familial status, or national origin, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

Commitment No. N-100403  
Schedule B - Section 2

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.  
Form No. 91-88 (B-2)