

COMMITMENT FOR TITLE INSURANCE - MI

5/24/06

Issued by **Lawyers Title Insurance Corporation**



Lawyers Title Insurance Corporation is a member of the LandAmerica family of title insurance underwriters.

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, LAWYERS TITLE INSURANCE CORPORATION has caused its duly authorized officer, *[Signature]*, to become valid when countersigned by an authorize

[Signature] by
LAWYERS TITLE INSURANCE CORPORATION



Attest:

Secretary

By:

President

Countersigned by

REQUIREMENTS FOR ISSUANCE OF MORTGAGE POLICIES:

FOR ALL MORTGAGE POLICIES:

Requirement: Estoppel certificate on form provided by the Company, signed by or on behalf of all mortgagors; acknowledging receipt of the mortgage consideration and making representations as to the ages of individual mortgagors and such other matters as are therein set forth.

FOR ALTA MORTGAGE POLICIES WITHOUT EXCEPTIONS:

Requirement: Proper sworn statements, releases and waivers of lien in connection with improvements made on subject land which might create mechanics' and materialmen's lien rights, or satisfactory evidence that no such improvements have been made.

Requirement: Satisfactory survey by an approved surveyor showing no variations in location or dimensions, encroachments or adverse rights; and such evidence of possession as may be required.

If any requirement is not satisfied, the policy will be issued subject to the exception which would have been eliminated by compliance therewith. The policy will also contain exceptions as to any matters affecting the title to subject land which may arise after the date hereof and are not disposed of to the satisfaction of the Company. This commitment is subject to the exclusions from coverage and the provisions of the conditions and stipulations contained in the form of policy requested by the applicant. Owner's Policies and Mortgage Policies with exceptions will be issued with the standard exceptions set forth below.

STANDARD EXCEPTIONS INCLUDED IN SCHEDULE B OF:

Owner's Policies:

- (1) Rights or claims of parties in possession not shown of record.
- (2) Encroachments, overlaps, boundary line disputes, shortages in area, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- (3) Easements or claims of easements not shown by the public records and existing water, mineral, oil and exploration rights.
- (4) Any lien, or right to a lien, for services, labor, or material imposed by law and not shown by the public records.
- (5) Restrictions upon the use of the premises not appearing in the chain of title.
- (6) The dower or homestead rights, if any, of the wife of any individual insured or of any individual shown herein to be party in interest.

Mortgage Policies with exceptions:

- 1. Rights or claims of parties in possession not shown of record.
- 2. Encroachments, overlaps, boundary line disputes, shortages in area, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- 3. Easements or claims of easements not shown by the public records and existing water, mineral, oil and exploration rights.
- 4. Any lien, or right to a lien, for services, labor, or material imposed by law and not shown by the public records.

CONDITIONS APPLICABLE TO ALL COMMITMENTS:

If, at the time the policy is issued, the estate or interest of the insured in the subject land described therein is created or evidenced by instruments any one of which has not been recorded in the office of the register of deeds for the county in which the subject land is located, the policy will contain an exception providing that there shall be no liability thereunder for loss or damage arising from failure to evidence such estate or interest of record.

This Commitment is delivered and accepted upon the understanding that the party to be insured has no personal knowledge or intimation of any defect, objection, lien or encumbrance affecting subject land other than those set forth herein and in the title insurance application. Failure to disclose such information shall render this Commitment, and any policy issued pursuant thereto, null and void as to such defect, objection, lien or encumbrance.

NOTE: WHEN THE REQUIREMENTS HAVE BEEN SATISFIED, PLEASE ORDER THE POLICY ON THE ATTACHED FORM.

Commitment for Title Insurance (MI)
Form 1004-271

ORIGINAL

**COMMITMENT FOR TITLE INSURANCE
Schedule A**

Ref: 0 Western Wayne Correction

1. Effective Date: February 03, 2006 at 8:00 am

Commitment No.: N-098889

Revision 1

10775265

2. Policy or Policies to be issued:

ALTA Owner's 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 of Michigan

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

SEE ATTACHED EXHIBIT "A"

ADDRESS

Commitment No. N-098889

Schedule A -

Exhibit "A"

A parcel of land in the North 1/2 of Section 20 Town 1 South, Range 8 East, Plymouth Township, Wayne County, Michigan, more particularly described as: Beginning at the Northwest corner of said Section 20; thence North 89 degrees 50 minutes 10 seconds East, 2650.86 feet on the North line of said section to the North 1/4 corner of said section; thence continuing on said North line South 89 degrees 45 minutes 02 seconds East, 1319.14 feet; thence South 01 degrees 03 minutes 21 seconds West, 2532.18 feet to the Northerly Right of Way of Chesapeake and Ohio Railroad; thence along said Northerly right of way the following four (4) courses: 1) 116.58 feet on a curve to the right with a radius of 2596.27 feet, a central angle of 02 degrees 34 minutes 22 seconds and a long chord bearing and distance of North 56 degrees 44 minutes 27 seconds West, 116.57 feet 2) North 55 degrees 27 minutes 04 seconds West, 1052.13 feet 3) 672.28 feet on a curve to the left with a radius of 3889.51 feet, a central angle of 09 degrees 54 minutes 12 seconds and a long chord bearing and distance of North 60 degrees 24 minutes 17 seconds West, 671.45 feet 4) North 65 degrees 21 minutes 16 seconds West, 2614.21 feet to the West line of said Section 20; thence North 00 degrees 05 minutes 01 seconds East, 447.57 feet on said West line to the point of beginning.

EXCEPT

A parcel of land described as commencing at the North 1/4 corner of said Section 20; thence South 89 degrees 45 minutes 02 seconds East, 1119.14 feet on the North line of said Section to the point of beginning of this description; thence continuing on said North line South 89 degrees 45 minutes 02 seconds East, 50.00 feet; thence South 01 degrees 03 minutes 21 seconds West, 225.00 feet; thence South 89 degrees 45 minutes 02 seconds East, 150.00 feet to the East line of a parcel recorded in Liber 22436, Page 520; thence South 01 degrees 03 minutes 21 seconds West, 200.00 feet on said East line; thence North 89 degrees 45 minutes 02 seconds West, 200.00 feet; thence North 01 degrees 03 minutes 21 seconds East, 425.00 feet to the point 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:**

1. Submit evidence satisfactory to the Company of the statutory authority under which the proper officers of State of Michigan has the authority to convey. This commitment is subject to such further requirements as may then be deemed necessary.
2. Warranty Deed from State of Michigan to proposed insured.
3. 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.
4. PAYMENT OF TAXES:

Tax Identification No. 78-006-99-0001-001

NOTE: 2004 Winter and 2005 Summer taxes are exempt.

NOTE: The subject property may lose its tax-exempt status upon conveyance of said property.

NOTE: The above taxes are assessed as follows: 20B1 PT OF N 1/2 SEC 20 T1S R8E DES AS BEG AT NW COR SEC 20 TH N 89D 50M 10S E 2650.86 FT TH S 89 DEG 45S 02M E 1319.14 FT TH S 01DEG 03M 212S W 2532.18FT TH ON A CURVE TO S RAD 2596.27 FT ARC 116.58FT CH N 56D 44M 27S W 116.57FT TH N 55D 27M 04S W 13FT ARC 672.28FT CH N 60D 24M 17S W 671.45FT TH N 65DEG 21M 16S W 2614.21FT TH N 0D 05M 01S E 447.57FT TO POB

NOTE: The above taxes are assessed against a larger parcel than the land to be insured herein.

5. 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-098889

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 homestead exemption status for the insured premises.
3. 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.
4. Terms, conditions and provisions which are recited in instrument recorded in Liber 20767, Page 461.
5. Easements and the terms, conditions and provisions thereof which are recited in instrument, for sanitary sewer recorded in Liber 14184, Page 489.
6. Oil, gas and mineral rights as set forth in the instrument recorded in Liber 22436, Page 520.
7. Terms, conditions and provisions which are recited in Subordination Agreement recorded in Liber 22436, Page 516.
8. Oil, gas and mineral rights as set forth in the instrument recorded in Liber 29006, Page 664 and Liber 19465, Page 559, and Liber 19465, Page 566, and Liber 19465, Page 490, and in Liber 15271, Page 484 .
9. Terms, conditions and provisions which are recited in instrument recorded in Liber 40936, Page 552.
10. Oil and Gas Lease in favor of Southern Michigan Oil Company, Inc., a Michigan Corporation, as disclosed by instrument recorded in Liber 23736, Page 890. And now held by Assignee's recited in Assignment of Oil and Gas Leases recorded in Liber 24543, Page 898, Pooling Declaration and Agreement recorded in Liber 24877, Page 769. And Ratification of Pooling Declaration and Agreement recorded in Liber 24888, Page 779.

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-098889
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)

11. Easements and the terms, conditions and provisions thereof which are recited in instrument recorded in Liber 24987, Page 57.
12. Easements and the terms, conditions and provisions thereof which are recited in instrument recorded in Liber 22436, Page 520.
13. Terms, conditions and provisions which are recited in Agreement recorded in Liber 24987, Page 61.
14. Easements and the terms, conditions and provisions thereof which are recited in Road Easement Agreement recorded in Liber 28126, Page 531.
15. 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 drain crossing subject property, as shown on county tax map.
16. Easements and the terms, conditions and provisions thereof which are recited in Easement Agreement, for the purpose of installing, operating, and maintaining underground pipes and gas regulator equipment recorded in Liber 30278, Page 5922.
17. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land.
18. 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.
19. 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.
20. Rights of tenants now in possession of the land under unrecorded leases or otherwise.