 Fidelity National Title Insurance Company	Commitment for Title Insurance
	BY Fidelity National Title Insurance Company
Schedule A	THROUGH ITS AGENT Best Homes Title Agency, LLC

Commitment No.: **GRC-94245**
Revision No. 2

1. Commitment Date: **10/11/2016** at 8:00 AM

2. Policy (or Policies) to be issued: Policy Amount

a. **ALTA Owner's Policy of Title Insurance (6-17-06)**

\$TBD

Proposed Insured: **To Be Determined**

\$TBD

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:

PK Land Holdings-South 5 Road LLC, a Michigan limited liability company, as to Parcel 1 and Kamps Hardwoods, Inc., a Michigan corporation, as to Parcel 2

4. The land referred to in this Commitment is described as follows:

Situated in the **Township of Slagle, County of Wexford, State of Michigan**

Parcel 1: The Southwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 20, Town 22 North, Range 12 West, Slagle Township, Wexford County, Michigan.

Parcel 2: The Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 20, Town 22 North, Range 12 West, Slagle Township, Wexford County, Michigan, Except the East 265 feet of the North 360 feet thereof.




By: _____
 Authorized Countersignature – Neil Sherman
 (This Schedule A valid only when Schedule B is attached.)



4950 Plainfield Avenue NE, Grand Rapids, Michigan 49525

Telephone: (616) 885-9027 Facsimile: (616) 885-9033

PROVIDING THE VERY *Best* IN TITLE SERVICES

 Fidelity National Title Insurance Company	Commitment for Title Insurance
	BY Fidelity National Title Insurance Company
Schedule BI	THROUGH ITS AGENT Best Homes Title Agency, LLC

REQUIREMENTS

Commitment No.: **GRC-94245** *Revision No. 2*

The following requirements must be satisfied:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. **Documents satisfactory to us creating the interest in the Land and/or the mortgagor to be insured must be signed, delivered and recorded:**
 - A. Submit "Affidavit by Owner". Additional requirements may be made or exceptions taken for matters disclosed therein.
 - B. **SATISFIED - Re-Record the Warranty Deed executed by Thomas D. Lipke a/k/a Thomas G. Lipke, a married man, d/b/a Lipke Sawmill and Susan J. Lipke, his wife to Kamps Hardwoods, Inc., a Michigan Corporation recorded in Liber 561, Page 1536, to correct the legal description to read as Parcel 2 herein.**
 - C. **Submit to the Company a Certificate of Good Standing of Kamps Hardwoods, Inc., a Michigan corporation issued by the Corporation Division of the Commercial Services Bureau of the Michigan Department of Consumer & Industry Services. NOTE: The above must be submitted to the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.**
 - D. **Submit to the Company a Resolution by the Board of Directors or Shareholders of Kamps Hardwoods, Inc., a Michigan corporation, authorizing the [sale/mortgage] and directing the proper officers to execute the [deed/land contract/mortgage] on behalf of the Corporation. **NOTE: The above must be submitted to the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.**
 - E. **Submit to the Company the Operating Agreement, including any amendments thereto, of PK Land Holdings-South 5 Road LLC, a Michigan limited liability company, and the Certificate issued by the Corporation Division of the Commercial Services Bureau of the Michigan Department of Energy, Labor and Economic Growth evidencing proper filing of the Articles of Organization. **NOTE: The above must be submitted to the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.**
 - F. **Warranty Deed from PK Land Holdings-South 5 Road LLC, a Michigan limited liability company, as to Parcel 1 and Kamps Hardwoods, Inc., a Michigan corporation, as to Parcel 2 to the proposed insured purchaser(s).**
 - G. **No recorded Easement for ingress and egress to an established street or highway in favor of the above described land is found by reference to county maps or the recorded chain of title as to Parcel 2 herein. A proper Easement for ingress and egress must be recorded from the proper parties to provide access to a public street or highway. (NOTE: If the same person/entity purchases both Parcels 1 and 2, a conveyance of an access easement will not be necessary.)**
 - H. **Discharge(s) of the mortgage(s) excepted on Schedule B – Section II. (In the event the loan is secured by a Mortgage allowing for advances of a credit line, please be advised that the borrower must authorize the lender to freeze the referenced credit line upon issuance of the payoff.)**
4. 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 relating to the interest or the loan.

5. Pay unpaid taxes and assessments unless shown as paid. The amounts shown as unpaid do not include collection fees, penalties or interest.

SEE ATTACHED TAX INFORMATION SHEET

TAX INFORMATION SHEET

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

2015 Winter Taxes in the amount of \$311.70 are PAID.

2016 Summer Taxes in the amount of \$120.25 are PAID.

Property Address: Vacant Land on S. 5 Rd., Harrietta, Michigan 49638

Tax Parcel Number: 2212-20-1404 (Parcel 1)

2016 State Equalized Value: \$9,500.00

Principal Residence Exemption: 0%

Taxable Value: \$9,317.00

School District: Mesick

Special Assessments: None

2015 Winter Taxes in the amount of \$1,254.57 are PAID.

2016 Summer Taxes in the amount of \$484.02 are PAID.

Tax Parcel Number: 2212-20-1402 (Parcel 2)


2016 State Equalized Value: \$45,400.00

Principal Residence Exemption: 0%

Taxable Value: \$37,500.00

School District: Mesick

Special Assessments: None

 Fidelity National Title Insurance Company	Commitment for Title Insurance
	BY Fidelity National Title Insurance Company
Schedule BII	THROUGH ITS AGENT Best Homes Title Agency, LLC

EXCEPTIONS

Commitment No.: **GRC-94245** *Revision No. 2*

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

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.
5. Taxes and assessments not due and payable at Commitment Date.
6. Taxes and assessments which become due and payable after the Date of Policy, including taxes and assessments which may be added to the tax rolls or tax bill after the Date of Policy as a result of the taxing authority disallowing or revising an allowance of a Principal Residence Exemption ("PRE"), and invoices or assessments resulting from Building or Ordinance violations, if any.
7. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways, as to Parcel 2.
8. Lack of Access as to Parcel 1 herein. (Said exception will not appear on the final policy if the same entity purchases both Parcels 1 and 2).
9. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise.
10. Oil, gas and or mineral interests granted to or reserved by instrument recorded in Liber 289, Page 438, and any subsequent instruments pertinent thereto, as to Parcel 1.
11. Oil, gas and or mineral interests granted to or reserved by instrument recorded in Liber 289, Page 401, and any subsequent instruments pertinent thereto, as to Parcel 2.
12. All oil, gas and mineral interests of every kind and nature, and all rights appurtenant thereto.
13. Right of Way to Consumers Power Company recorded in Liber 208, Page 105.
14. Mortgage executed by PK Land Holdings-South 5 Road, L.L.C., a Michigan limited liability company to Independent Bank in the amount of _____ dated July 2, 2009 and recorded July 24, 2009 in Liber 623, Page 87, Wexford County Records. (Parcel 1 and additional land)
15. Mortgage executed by PK Land Holdings-South 5 Road, L.L.C., a Michigan limited liability company to Independent Bank South Michigan in the amount of _____ dated September 8, 2004 and recorded October 29, 2004 in Liber 561, Page 1525, Wexford County Records. (Parcel 1 and additional land)
16. Mortgage executed by Kamps Hardwoods, Inc., a Michigan corporation to Independent Bank South Michigan in the amount of _____ dated September 8, 2004 and recorded October 29, 2004 in Liber 561, Page 1538, Wexford County Records. (Parcel 2).

