

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

BestHOMES
TITLE AGENCY, LLC

Transaction Identification Data for reference only:

Issuing Agent: **Best Homes Title Agency, LLC**
Issuing Office: **4949 Plainfield Avenue NE, Grand Rapids, Michigan 49525**
Telephone: (616) 885-9027 Facsimile: (616) 885-9033
Commitment Number: **GRC-137100**
Property Address: **V/L 00 W. AuSable Point Rd., Oscoda, Michigan 48750**

1. Commitment Date: **09/18/2019** at 8:00 AM

2. Policy to be issued:

Proposed Policy Amount

a. **ALTA Owner's Policy**

Proposed Insured: Decebal Nila


3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the said estate or interest in the Land is at the Commitment Date vested in:

Decebal Nila

5. The Land is described as follows:

~ SEE ATTACHED LEGAL DESCRIPTION RIDER ~

By: 
Authorized Countersignature

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LEGAL DESCRIPTION RIDER

Situated in the Township of Ausable, County of Iosco, State of Michigan

Commencing at the corner common to Sections 27, 28, 33 and 34, T23N, R9E, and the Northwest corner of the Plat of AU SABLE POINT BEACH NO. 1; thence N88°46'09"W along the line common to said Sections 28 and 33, 2646.54 feet to the 1/4 corner common to said Sections 28 and 33; thence continuing N88°46'09"W along said line, 506.40 feet to the point of beginning; thence due South, 1090.32 feet; thence S36°12'50"W along the centerline of a 66 foot wide easement for ingress and egress and installation and maintenance of public utilities, 174.32 feet; thence S88°14'01"W, 2060.78 feet; thence N00°59'22"E along the line common to said Sections 33 and 32, 748.99 feet; thence along the Southeasterly line of Lake States Railroad in the following two courses; thence N40°08'34"E, 451.02 feet; thence 303.91 feet along a 6701.75 foot radius tangent curve concave Northwesterly, through a central angle of 02°35'54" and a chord bearing and distance of N38 degrees 50'37"E, 303.88 feet; thence S88°46'09"E along the line common to said Sections 28 and 33, 1668.88 feet to the point of beginning. Being part of the Northwest 1/4 of Section 33. TOGETHER WITH AND SUBJECT TO a 66 foot wide easement for ingress and egress and the installation and maintenance of public utilities described as commencing at the corner common to Sections 27, 28, 33 and 34, T23N, R9E and the Northwest corner of the Plat of AU SABLE POINT BEACH NO. 1; thence S88°24'13"E along the line common to said Sections 27 and 34 and the Northerly line of said Au Sable Point Beach No.1, 617.25 feet to the point of beginning; thence continuing S88°24'13"E along said line, 314.37 feet; thence S03°01'44"E along the Westerly line of Highway US-23, 66.22 feet; thence N88°24'13"W, 306.48 feet; thence S68°55'27"W, 257.37 feet; thence N88°24'23"W, 390.17 feet; thence S00 degrees 37'00"W along the line common to said Sections 33 and 34 and the Westerly line of said Au Sable Point Beach No. 1, 133.44 feet; thence S59°39'49"W, 151.47 feet; thence S42°52'53"W, 303.60 feet; thence S82°01'01"W, 305.66 feet; thence S58°01'55"W, 499.91 feet; thence N86°39'53"W, 225.63 feet; thence S59°11'15"W, 255.59 feet; thence S42°31'39"W, 195.66 feet; thence S62°46'09"W, 561.74 feet; thence S00°50'00"E, 149.42 feet; thence S39°57'02"W, 132.99 feet; thence S53°24'41"W, 353.48 feet; thence S67°01'28"W, 207.72 feet; thence S54°47'24"W, 470.51 feet; thence 1°26'51"W, 400.30 feet; thence N84°18'37"W, 282.26 feet; thence N08°28'21"W, 200.80 feet; thence N41°19'29"E, 515.40 feet; thence N47°46'43"W, 464.75 feet; thence N57°38'22"E, 457.49 feet; thence N36°12'50"E, 316.81 feet; thence S53 degrees 47'10"E, 66.00 feet; thence S36°12'50"W, 329.30 feet; thence S57°38'22"W, 383.31 feet; thence S47°46'43"E, 443.06 feet; thence S41°19'29"W, 549.74 feet; thence S 08 degrees 28'21"E, 118.75 feet; thence S84°18'37"E, 210.51 feet; thence N61°26'51"E, 376.13 feet; thence N54 degrees 47'24"E, 473.74 feet; thence N67°01'28"E, 206.91 feet; thence N53 degrees 24'41"E, 337.82 feet; thence N39°57'02"E, 100.67 feet; thence N00°50'00"W, 165.81 feet; thence N62°46'09"E, 590.88 feet; thence N42°31'39"E, 193.54 feet; thence N59°11'15"E, 285.52 feet; thence S86°39'53"E, 224.90 feet; thence N58°01'55"E, 492.93 feet; thence N82°01'01"E, 296.22 feet; thence N42°52'53"E, 289.88 feet; thence N59°39'49"E, 123.83 feet; thence N00°37'00"E, 163.19 feet; thence S88°24'23"E, 444.08 feet; thence N68°55'27"E, 257.37 feet to the point of beginning.

ALSO that part of the NE 1/4 of the NE 1/4, lying Southeasterly of the D&M Railroad Right of Way, Section 32, T23N, R9E, Ausable Township, Iosco County, Michigan.

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File No.: **GRC-137100**



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**

ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

BestHOMES
TITLE AGENCY, LLC

Requirements

File No. **GRC-137100**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. **Submit "Affidavit by Owner". Additional requirements may be made or exceptions taken for matters disclosed therein.**
 - B. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved. Additional requirements will be added, or exceptions taken, when the names of the Proposed Insured(s) have been determined and the Commitment is updated. The following requirements are listed only as reference based on the current status of Fee Simple title and the exceptions listed on Schedule B-Part II as of the effective date of this Commitment.**
 - C. **NOTE: The Proposed Policy Amount in Schedule A, item 2, will be revised once we have a final approved value to insure. For each policy to be issued as identified in Schedule A, item 2, the company shall not be liable under this commitment until it receives a designation for a proposed insured, acceptable to the company. As provided in Commitment Condition 4, the company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.**
 - D. **NOTE: The Deed must include a notice that the Land abuts a private street or road as required by Section 261 of Act 288 P.A. 1967(MCL 560.261)**
 - E. **NOTE: A search of the Public Records does not reveal any open mortgage. You must disclose any knowledge of any unrecorded mortgage or other obligation that may result in a lien attaching to the Land.**
5. Pay unpaid taxes and assessments unless shown as paid. The amounts shown as unpaid do not include collection fees, penalties or interest.

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File No.: **GRC-137100**



SEE ATTACHED TAX INFORMATION SHEET

PRELIMINARY

TAX INFORMATION SHEET

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

2018 Winter Taxes in the amount of \$52.56 are PAID.
2019 Summer Taxes in the amount of \$142.38 are PAID.

Property Address: V/L 00 W. AuSable Point Rd., Oscoda, Michigan 48750

Tax Parcel Number: 68-020-032-100-001-10 (Section 32)

2019 State Equalized Value: \$4,600.00

Principal Residence Exemption: 0%

Taxable Value: \$4,600.00

School District: Oscoda

Special Assessments: NONE

2018 Winter Taxes in the amount of \$338.07 are PAID.
2019 Summer Taxes in the amount of \$1,083.57 are PAID.

Tax Parcel Number: 68-020-033-200-002-00 (Section 33)

2019 State Equalized Value: \$35,000.00

Principal Residence Exemption: 0%

Taxable Value: \$35,000.00

School District: Oscoda

Special Assessments: NONE

PRELIMINARY

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
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TITLE & ESCROW SERVICES

BestHOMES
TITLE AGENCY, LLC

Exceptions

File No.: GRC-137100

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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any 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 Public Records.
3. 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.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B.
8. 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 or changes in the land usage for the insured premises.
9. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
10. All oil, gas, coal and mineral rights, aboriginal antiquities, the right to enter, explore and exploit same, and free public access to any abutting water courses, reserved by the State of Michigan, disclosed by instrument recorded in Liber 583, Page 651. (Section 32)

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

BHT COMMERCIAL
TITLE & ESCROW SERVICES

BestHOMES
TITLE AGENCY, LLC

11. Oil and Gas Lease in favor of Hunt Energy Corporation, as lessee, recorded in Liber 296, Page 331 and any subsequent instruments pertinent thereto. (Section 33)
12. Access to subject property is by means of a private road and may be subject to various maintenance agreements. (Section 33)
13. Rights of others in and to the easement set forth on Schedule A. (Section 33)
14. Declaration of Private Roadway Easement recorded in Liber 865, Page 290, and the terms, provisions and conditions contained therein. (Section 33)
15. Declaration of Easement recorded in Liber 906, Page 805, and the terms, provisions and conditions contained therein. (Sections 32 & 33)
16. Grant of Easement recorded in Liber 1029, Page 586, and the terms, provisions and conditions contained therein. (Section 33)

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ALTA Commitment For Title Insurance 8-1-16

