

Policy or Policies issued pursuant to this commitment are underwritten by:

First American Title Insurance Company

SCHEDULE A

Commitment No.: 538199
2049 Tom Dittmer

Revision G Date Printed: October 27, 2011

1. Effective Date: October 07, 2011 @ 8:00 AM

2. Policy or Policies to be issued:		Policy Amount
(a) ALTA Owners Policy (6-17-06)	Without General Exceptions	\$642,000.00

Proposed Insured:
Prospective Purchaser

Policy or Policies to be issued:		Policy Amount
(b) ALTA Loan Policy (6-17-06)		

Proposed Insured:

3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
The City of Bay City, a Michigan public body corporate

4. The land referred to in this Commitment, situated in the County of Bay, City of Bay City, State of Michigan, is described as follows:

(SEE EXHIBIT A LEGAL DESCRIPTION)

Uptown Bay City MI



Issued By: First American Title Insurance Company
For questions regarding this commitment contact;
(989)895-8501 or fax to (866)249-9153
600 North Jefferson Street
Bay City, MI 48708

Schedule B – Section I REQUIREMENTS

Commitment No.: 538199

General Requirements

The following requirements must be met:

- (a) Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- (b) Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- (c) Pay us the premiums, fees and charges for the policy.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions.
- (e) Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.

Specific Requirements

Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded:

1. SATISFACTORY TERMINATION OR RELEASE OF THE INTEREST OF RIVERSEDGE DEVELOPMENT CORPORATION, INC., A NON-PROFIT CORPORATION IN THE LAND.
2. PROVIDE SATISFACTORY EVIDENCE OF THE AUTHORITY OF THE PERSON OR PERSONS AUTHORIZED TO EXECUTE THE QUIT CLAIM ON BEHALF OF THE CITY OF BAY CITY, A MICHIGAN PUBLIC BODY CORPORATE.
3. QUIT CLAIM DEED FROM OWNER NAMED ON SCHEDULE A TO THE PARTY TO BE INSURED.
4. APPLICATION HAS BEEN MADE FOR THE ISSUANCE OF OWNER'S POLICY WITHOUT STANDARD EXCEPTIONS. SUCH POLICY WILL BE ISSUED UPON RECEIPT OF THE FOLLOWING:
 - A) A FULLY EXECUTED OWNER'S AFFIDAVIT WHICH EVIDENCES THERE HAS BEEN NO WORK COMPLETED ON THE PROPERTY WITHIN THE LAST 90 DAYS OR, IF WORK HAS BEEN COMPLETED, A FINAL SWORN STATEMENT SATISFACTORY TO FIRST AMERICAN TITLE INSURANCE COMPANY. FULL UNCONDITIONAL WAIVERS OF LIEN MUST ACCOMPANY SUCH AFFIDAVIT; AND
 - B) AN ALTA/ACSM SURVEY OR OTHER SURVEY SATISFACTORY TO FIRST AMERICAN TITLE INSURANCE COMPANY WHICH IS CERTIFIED TO FIRST AMERICAN TITLE INSURANCE COMPANY AND THE UNDERWRITER NAMED IN THIS COMMITMENT. ADDITIONAL EXCEPTIONS WILL BE MADE FOR ANY EASEMENTS, ENCROACHMENTS OR OTHER MATTERS WHICH MAY BE DISCLOSED BY THE SURVEY.

Schedule B – Section II EXCEPTIONS

Commitment No.: 538199

Schedule B of 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:

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.

Part One: General Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, or 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.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown on the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.

Part Two: Specific Exceptions

1. Interest of RiversEdge Development Corporation, Inc., a non-profit corporation, as evidenced by Memorandum of Option recorded in Liber 2560, page 871.
2. Terms and Conditions contained in Quit Claim Deed as disclosed by instrument recorded in Liber 42, page 634.
3. Terms and Conditions contained in Indenture as disclosed by instrument recorded in Liber 153, page 479.
4. Terms and Conditions contained in Indenture as disclosed by instrument recorded in Liber 159, page 550, amended by Termination of Easement dated October 10, 2011, recorded October 11, 2011 in Liber 2829, page 794.
5. Easement for Public Utilities over that portion of land included in the vacated Waters Street, Eleventh Street and Alleys as evidenced by instrument recorded in Liber 321, page 501 through 509; Liber 431, page 229 and Liber 607, page 170.
6. Easements, Terms and Conditions contained in Quit Claim Deed as disclosed by instrument recorded in Liber 888, page 951. Notice of Claim under the Dormant Minerals Act recorded November 10, 1999 in Liber 1649, page 152.
7. Omit.
8. Omit.
9. Easement for Guy Stub Anchor Pole, Guy Wires and Anchors in favor of Consumers Energy Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Liber 1902, page 77.
10. Rights and easements (if any) in and to any and all railroad switches, sidetracks, spur tracks and rights of way located upon premises described herein.
11. Rights of the United States, State of Michigan and the public for commerce, navigation, recreation and fishery, in any portion of the land comprising the bed of Saginaw River, or land created by fill or artificial accretion.
12. The nature, extent or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of the waters of Saginaw River.

13. Rights of tenants, if any, under any unrecorded leases.
14. Lien for outstanding water or sewer charges, if any.
15. Omit.
16. Omit.
17. Taxes are exempt.Tax Item No. 160-028-151-001-00
18. Taxes are exempt.Tax Item No. 160-028-101-006-00
19. Taxes are exempt.Tax Item No. 160-028-101-005-00
20. Taxes are exempt.Tax Item No. 160-028-134-001-00
21. Taxes are EXEMPT.Tax Item No. 160-028-152-001-00
22. Omit.
23. Taxes are EXEMPT.Tax Item No. 160-028-134-007-00
24. Omit.

NOTE: If subject property is connected to public/community water or sewer, furnish a copy of the current bill to First American Title Insurance Company showing that all charges have been paid to date or the Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the date of the Policy.

EXHIBIT A
LEGAL DESCRIPTION

File No.: 538199

The land referred to in this Commitment, situated in the County of Bay, City of Bay City, State of Michigan, is described as follows:

Part of Block 111, LOWER SAGINAW, as per plat thereof recorded in Liber 1, page 4, Bay County Records, and Part of Blocks 129, 130, 131, 132, ADDITION OF LOWER SAGINAW, as per plat thereof recorded in Liber 1, page 8, Bay County Records, and part of Blocks 1, 2 and 169 of Map of the VILLAGE OF PORTSMOUTH, as per plat thereof recorded in Liber 1, page 38, Bay County Records: Described as beginning at a point which is South 06 degrees 21 minutes 47 seconds West, along the Easterly line of Blocks 110 and 111 of the Map of LOWER SAGINAW as per plat thereof recorded in Liber 1, page 4, Bay County Records, said line also being the Westerly Right of Way line of Water Street, a distance of 732.43 feet, from the Northeast corner of said Block 110; thence Southwesterly 79.48 feet along the arc of a curve to the right, said curve having a radius of 860.43 feet, a central angle of 05 degrees 17 minutes 34 seconds and a chord bearing and distance of South 09 degrees 00 minutes 35 seconds West 79.46 feet, thence South 83 degrees 38 minutes 56 seconds East 60.80 feet to a point on the Westerly right of way line of Water Street; thence North 11 degrees 20 minutes 18 seconds East, along said Westerly right of way line, 30.11 feet to the Northwest corner of said Block 129; thence South 83 degrees 38 minutes 56 seconds East, along the North line of said Block 129, 220.27 feet to the Northeast corner of said Block 129; thence South 06 degrees 06 minutes 49 seconds West 434.98 feet; thence South 06 degrees 09 minutes 34 seconds West 236.17 feet; thence 316.61 feet along a curve to the right, said curve having a radius of 636.62 feet, a central angle of 28 degrees 29 minutes 43 seconds and a chord bearing and distance of South 25 degrees 52 minutes 46 seconds West 313.36 feet; thence 157.80 feet along the arc of a curve to the right, said curve having a radius of 615.00 feet a central angle of 14 degrees 42 minutes 05 seconds, and a chord bearing and distance of South 46 degrees 53 minutes 12 seconds West, 157.37 feet; thence South 54 degrees 14 minutes 22 seconds West 184.70 feet; thence South 42 degrees 55 minutes 49 seconds West, 202.00 feet; thence North 88 degrees 59 minutes 07 seconds West, 200.00 feet; thence South 86 degrees 04 minutes 51 seconds West, 498.44 feet to a point at the Southerly end of an Intermediate Shore Traverse Survey Line of the Saginaw River; thence along said Traverse Line the following 5 courses: 1) North 15 degrees 28 minutes 59 seconds East, 83.36 feet 2) North 13 degrees 37 minutes 12 seconds East, 442.13 feet, 3) North 08 degrees 40 minutes 01 seconds West, 146.40 feet, 4) North 11 degrees 20 minutes 07 seconds East, 656.15 feet, 5) North 12 degrees 27 minutes 52 seconds East, 212.40 feet to the Northerly end of said Shore Traverse Line; thence South 83 degrees 47 minutes 16 seconds East, 760.55 feet to the Point of Beginning. Parcel includes all lands to the Waters Edge between the North and South lines extended lying Westerly of the Shore Traverse Line.

And

Lots 15 and 16 of Block 112 of the Map of LOWER SAGINAW as recorded in Liber 1, page 4, Bay County Records.

Tax Item Nos.

- 160-028-151-001-00
- 160-028-101-006-00
- 160-028-101-005-00
- 160-028-152-001-00
- 160-028-134-001-00
- 160-028-134-007-00

Commitment for Title Insurance

FIRST AMERICAN TITLE INSURANCE COMPANY.

First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, 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 in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

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 by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

First American Title Insurance Company



Dennis J. Gilmore
President



Timothy Kemp
Secretary



CONDITIONS:

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim of other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

Issued by: **First American Title Insurance Company**
600 North Jefferson Street
Bay City, Michigan 48708
Ph: (989)895-8501 or Fax to: (866)249-9153



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.

ENDORSEMENT

Issued By: First American Title Insurance Company

Attached to Policy No.: [?]

File No.: 538199, Prospective Purchaser, Uptown, Ln#

Affirmative Insurance Against Enforcement of Excepted Matter

The Company insures the Insured against loss or damage which the Insured may sustain by reason of the enforcement or attempted enforcement of the right to remove water by Crystal Water Company excepted in Exception 4 in Schedule B.

This Endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Authorized Agent:

First American Title Insurance Company

(989)895-8501