



City of Detroit
City Engineering Division, Department of Public Works
Survey Bureau

NOTICE OF PROPOSED CHANGE IN PROPERTY

Date:

Petition: x 140

- AT&T Telecommunication
- Comcast Television (CATV)
- Detroit Edison (DTE)
- Fire Department
- Great Lakes Water Authority
- Land Bank Authority
- Michcon (DTE)
- Planning & Development Department
- Public Lighting Authority
- Public Lighting Department
- Police Department
- Solid Waste Division, DPW
- Street Design Bureau, DPW
- Street Maintenance Division, DPW
- Traffic Engineering Division, DPW
- Water and Sewerage Department
- _____

- Berm Use
- Conversion to Easement
- Dedication
- Encroachment
- Outright Vacation
- Temporary Closing

A petition drawing is attached. Property shown on the attached print is proposed to be changed as indicated. Kindly report (using the back of this sheet) the nature of your services, if any affected by the proposed change and the estimated costs of removing and rerouting such services (if necessary).

Please return one copy to City Engineering Division, DPW within two weeks of the submittal date. Retain one copy and print for you file.

Ron Brundidge, Director, Department of Public Works

By: Richard Doherty, CED DPW
 City Engineer

**TO: City Engineering Division, DPW
2 Woodward Ave., Suite 642
Detroit, Michigan 48226-3462
Survey Bureau: 313-224-3970**

Petition:

The proposed change in property (referred to on the other side of this sheet) would affect our services as follows:

Not Involved

Involved; but asking you to hold action on this petition until further notice.

Involved; but no objections to the property change.

Involved; objection to the property change.

Involved; but no objections to the property change...provided as easement of the full width of the public right-of-way (street, alley or other public place) is reserved.

Involved; the nature of our services and the estimated costs of removing and/or rerouting such services are:

DPW/SMD
(Utility or City Department)

Mr. Leslie R. Walks
By

Supervisor
Title

Mar 16th 2018
Date

313 224 0018
Area code - Telephone number

PVS CHEMICALS, INC.

10900 Harper Avenue • Detroit, Michigan 48213
Phone: 313-921-1200 • Fax: 313-921-1378

January 16, 2018

HAND DELIVERED

The Honorable City Council
Office of the City Clerk, Room 200
200 Coleman A. Young Municipal Center
Detroit, Michigan 48226

Re: **Petition of PVS Chemicals, Inc. ("PVS") to Vacate:**

- (1) Venice Avenue Between Harper Avenue and Devine Avenue ("Venice");
- (2) Athens Avenue Between Harper Avenue and Devine Avenue ("Athens");
- ~~(3) Hern Street Between Lemay Avenue and Detroit Terminal Railroad Tracks ("Hern");~~
- (4) Montclair Street Between Harper Avenue and Hern Street ("Montclair" and, together with Venice, Athens, and Hern, the "Streets"); and
- (5) Alleys in: (a) the Block Bounded by Venice, Athens, Harper Avenue and Devine Avenue; and (b) the Block Bounded by Hern, Montclair, Harper Avenue and French Avenue (collectively, the "Alleys")

Dear Honorable Members of the Detroit City Council:

PVS is an international manufacturer, distributor and marketer of water-treatment and other chemical products which has proudly maintained its world headquarters in Detroit since its founding in 1945. PVS currently employs more than 1,000 people worldwide in the United States, Canada, Europe and Asia, including approximately 250 in the City of Detroit. Throughout its more than 70 years of existence, PVS has continuously increased its investment in Detroit, including its acquisition and renovation of real property as it becomes available in the area surrounding its headquarters on Harper Avenue.

Through its investment in the City, PVS now owns substantially all of the privately-owned land on both sides of the above-described Streets and Alleys. See the following **Attachments**:

- Attachment 1** -- Plat Diagram No. 1: Survey of land surrounding Venice and Athens
- Attachment 2** -- Information Report: Property surrounding Venice and Athens
- Attachment 3** -- Photographs of Venice
- Attachment 4** -- Photographs of Athens
- Attachment 5** -- Right-of-Way Map: Shows Hern between Lemay Avenue and Detroit Terminal Railroad Tracks
- Attachment 6** -- Title Insurance Policy and Warranty Deed: Confirm PVS's Ownership of all privately held property adjoining the portion of Hern between Lemay Avenue and Detroit Terminal Railroad Tracks
- Attachment 7** -- Photographs of Hern
- Attachment 8** -- Plat Diagram No. 2: Survey of land surrounding Montclair
- Attachment 9** -- Information Report: Property surrounding Montclair

CITY CLERK 16 JAN 2018 PM 1:12

The Honorable City Council
January 16, 2018
Page 2

Attachment 10 – Photographs of Montclair
Attachment 11 -- Legal Description of Streets and Alleys

By this letter ("Petition"), PVS respectfully requests that the Streets and Alleys be vacated and converted into easements for public utilities.

BACKGROUND

In recognition of the decreasing need for public streets and alleys in this increasingly consolidated area, the City has previously vacated other streets and alleys near the Streets and Alleys:

As shown in **Attachment 1**, the land survey surrounding Venice and Athens, PVS currently owns portions of the nearby Anstell Avenue and Hall Street and certain adjoining alleys that the City vacated in response to a petition that PVS submitted in 1983. A copy of the resolutions that this Council adopted to vacate Anstell, Hall and the adjoining alleys in 1983 is contained in **Attachment 12**.

PVS submits that its present Petition is in keeping with the City's prior determinations to vacate streets and alleys in the area, and, for the reasons stated below, PVS respectfully requests that this Petition be granted.

REASONS FOR PETITION

PVS now uses the property that it owns in this area as follows:

1. **World Headquarters**—PVS's 225,000 square-foot world headquarters is located south of Harper Avenue and east of the Detroit Terminal Railroad tracks.
2. **Principal Water-Treatment Chemical Manufacturing Facility**—PVS's principal water-treatment chemical manufacturing facility (owned and operated by PVS's subsidiary, PVS Technologies) is located east of French Road and west of the Detroit Terminal Railroad tracks.
3. **Principal Transportation Terminal**—PVS's principal trucking operations terminal (owned and operated by PVS's subsidiary, PVS Transportation) is located east of French Road and east of the Detroit Terminal Railroad tracks.
4. **Warehouse Facility**—PVS's chemical distributor subsidiary (PVS-Nolwood Chemicals) operates one of its Detroit warehouse facilities in the area located east of French Road and west of the Detroit Terminal Railroad tracks.
5. **Park**—PVS also has a landscaped park located in the block bounded by Anstell, Venice, Harper Avenue and Devine Avenue.
6. **Area Cleanup/Maintenance**—PVS has cleared and consolidated several lots that PVS acquired from the City and others in the block bounded by Venice, Athens, Harper Avenue and Devine Avenue and in the block bounded by Montclair, Hern, French Avenue and Harper Avenue. PVS continues to maintain the property pending its use either to expand its existing park and facilities or to otherwise support its ongoing business.

PVS submits that the Alleys should be vacated because they are not now and have not for a significant period of time been used as public alleys by PVS or anyone else. PVS further submits that the Streets should be vacated for the following reasons:

1. The only entity that may need to use any of the Streets to access the property is PVS. The Streets are therefore no longer needed to serve the public purpose for which they were originally intended, and they may be vacated without adversely affecting the public.
2. Apparently due to the extremely low traffic volume on Venice and Athens, those streets are now used from time to time as places to conduct illicit activities, including prostitution. Vacating the Streets and permitting PVS to place locked gates across the entrances to Venice and Athens on Harper Avenue would deny further access to this property by those now using the property for such activities.
3. Due to the non-existent traffic volume on the portion of Hern between Lemay Avenue and the Detroit Terminal Railroad Tracks, that area is now used from time to time as a place to conduct illicit activities, including illegal dumping. Vacating this portion of Hern and permitting Petitioner to place a barrier across the entrance to Hern at Lemay Avenue would deny further access to this property by those now using the property for such improper activities.
4. Vacating the Streets and Alleys would permit PVS to further consolidate the property in the area and facilitate PVS's ongoing efforts to improve the cleanliness, safety and appearance of the property for the benefit of the immediate neighborhood and the City.

In consideration for the City's vacation of the Streets and Alleys, PVS is willing to enter into an arrangement with the City and its departments that would be comparable to the arrangements that PVS made in 1983 in connection with the vacation of Anstell Avenue and Hall Street. The Arrangements made in 1983, which are described in more detail in the resolutions contained in **Attachment 12**, included the grant of easements over the vacated streets and alleys for use by public utilities and a continuing agreement to maintain the equipment of certain utilities that remained on or near the vacated property. PVS is also willing to consider any other reasonable arrangements that the City may propose in this regard.

(Signed on Immediately Following Page--Remainder of Page Intentionally Left Blank)

The Honorable City Council
January 16, 2018
Page 4

CONCLUSION

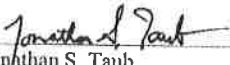
Based upon the foregoing, PVS respectfully requests that the Streets and Alleys be vacated and converted into easements for public utilities.

If you have any questions or require any further documentation, please let me know (*direct*: 313-924-2629; *fax*: 313-921-1378; *e-mail*: jtaub@pvschemicals.com)

Thank you for your consideration.

Yours very truly,

PVS CHEMICALS, INC.

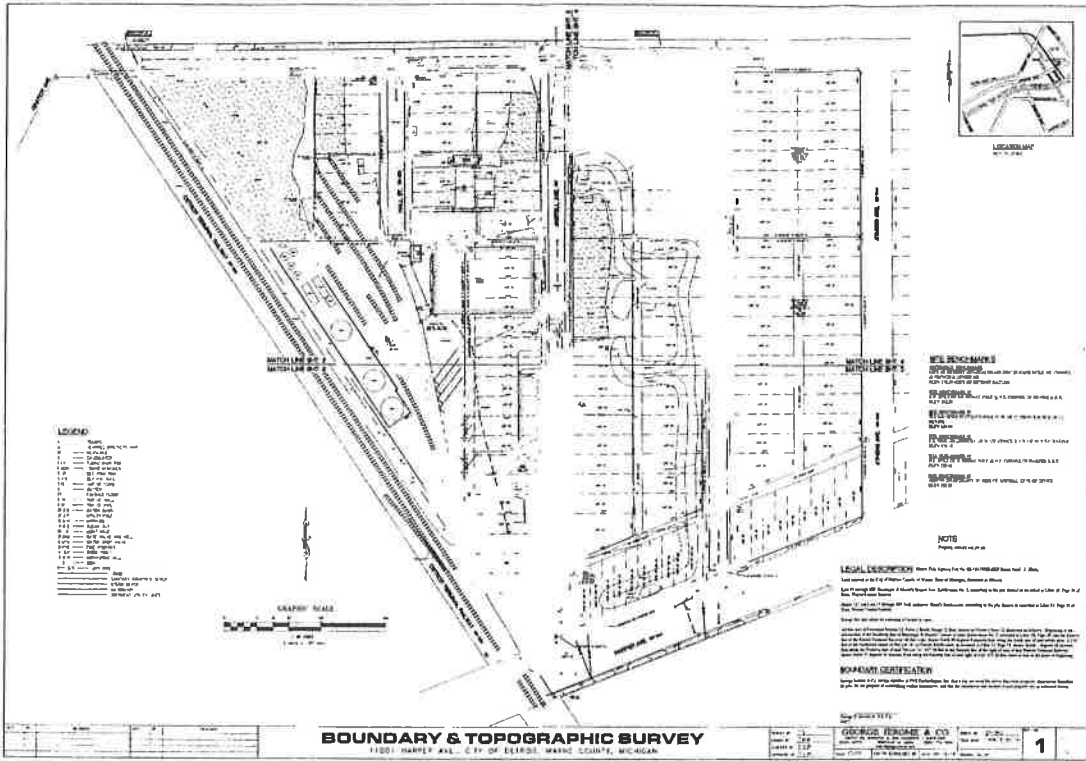
By 
Jonathan S. Taub
Its Executive Vice President & General Counsel

Attachments (12)

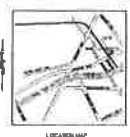
cc (w/ att.): [Mr. James B. Nicholson \[jnicholson@pvschemicals.com\]](mailto:jnicholson@pvschemicals.com)
[Mr. James M. Nicholson \[jmnicholson@pvschemicals.com\]](mailto:jmnicholson@pvschemicals.com)
[Mr. David A. Nicholson \[dnicholson@pvschemicals.com\]](mailto:dnicholson@pvschemicals.com)
[Mr. Timothy F. Nicholson \[tmicholson@pvschemicals.com\]](mailto:tmicholson@pvschemicals.com)
[Mr. John S. Nicholson \[jnicholson@pvschemicals.com\]](mailto:jnicholson@pvschemicals.com)

Attachment 1—Plat Diagram No. 1: Survey of Land Surrounding Venice and Athens

[See immediately following page]



- LEGEND**
- 1. Boundary
 - 2. Easement
 - 3. Right of Way
 - 4. Utility
 - 5. Filled Area
 - 6. Contour
 - 7. Spot Elevation
 - 8. Building
 - 9. Tree
 - 10. Rock
 - 11. Well
 - 12. Fence
 - 13. Road
 - 14. Stream
 - 15. Pond
 - 16. Embankment
 - 17. Depression
 - 18. Utility Pole
 - 19. Survey Station
 - 20. Monument
 - 21. Iron Pipe
 - 22. Concrete
 - 23. Wood
 - 24. Steel
 - 25. Brass
 - 26. Copper
 - 27. Aluminum
 - 28. Zinc
 - 29. Lead
 - 30. Tin
 - 31. Silver
 - 32. Gold
 - 33. Platinum
 - 34. Palladium
 - 35. Rhodium
 - 36. Iridium
 - 37. Osmium
 - 38. Rhenium
 - 39. Ruthenium
 - 40. Cobalt
 - 41. Nickel
 - 42. Iron
 - 43. Steel
 - 44. Cast Iron
 - 45. Wrought Iron
 - 46. Pig Iron
 - 47. Cast Steel
 - 48. Wrought Steel
 - 49. Mild Steel
 - 50. High Speed Steel
 - 51. Tool Steel
 - 52. Inconel
 - 53. Titanium
 - 54. Aluminum
 - 55. Magnesium
 - 56. Zinc
 - 57. Brass
 - 58. Bronze
 - 59. Copper
 - 60. Silver
 - 61. Gold
 - 62. Platinum
 - 63. Palladium
 - 64. Rhodium
 - 65. Iridium
 - 66. Osmium
 - 67. Rhenium
 - 68. Ruthenium
 - 69. Cobalt
 - 70. Nickel
 - 71. Iron
 - 72. Steel
 - 73. Cast Iron
 - 74. Wrought Iron
 - 75. Pig Iron
 - 76. Cast Steel
 - 77. Wrought Steel
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 - 79. High Speed Steel
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 - 83. Aluminum
 - 84. Magnesium
 - 85. Zinc
 - 86. Brass
 - 87. Bronze
 - 88. Copper
 - 89. Silver
 - 90. Gold
 - 91. Platinum
 - 92. Palladium
 - 93. Rhodium
 - 94. Iridium
 - 95. Osmium
 - 96. Rhenium
 - 97. Ruthenium
 - 98. Cobalt
 - 99. Nickel
 - 100. Iron



NOTICE TO CONTRACTORS
 The contractor shall be responsible for obtaining all necessary permits and licenses for the construction of any proposed improvements.
CONVEYANCE
 This map is a true and correct copy of the original survey as shown on the original survey.
PLAT
 This map is a true and correct copy of the original survey as shown on the original survey.
BY ORDER
 GEORGE FERGUSON & CO.
 SURVEYORS
 1100 HARPER AVE., DETROIT, MICHIGAN

NOTE

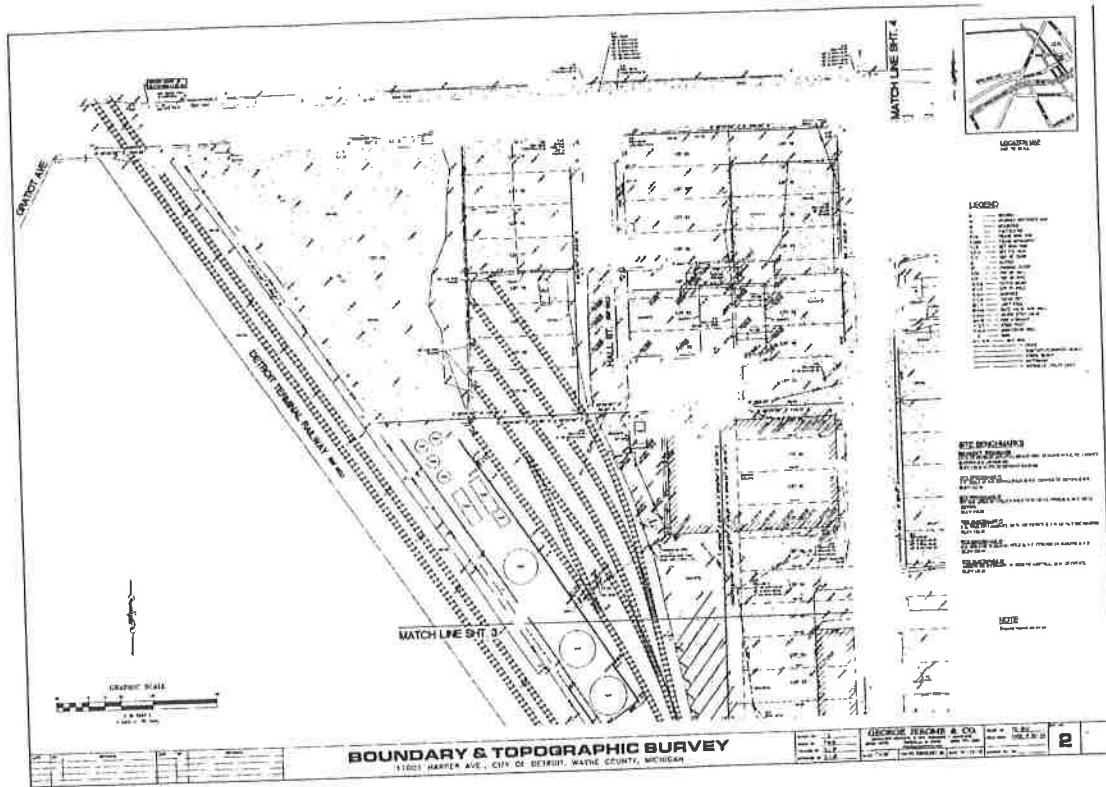
LEGAL REQUIREMENTS - This map is a true and correct copy of the original survey as shown on the original survey.
 The contractor shall be responsible for obtaining all necessary permits and licenses for the construction of any proposed improvements.
CONVEYANCE
 This map is a true and correct copy of the original survey as shown on the original survey.
PLAT
 This map is a true and correct copy of the original survey as shown on the original survey.
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 SURVEYORS
 1100 HARPER AVE., DETROIT, MICHIGAN

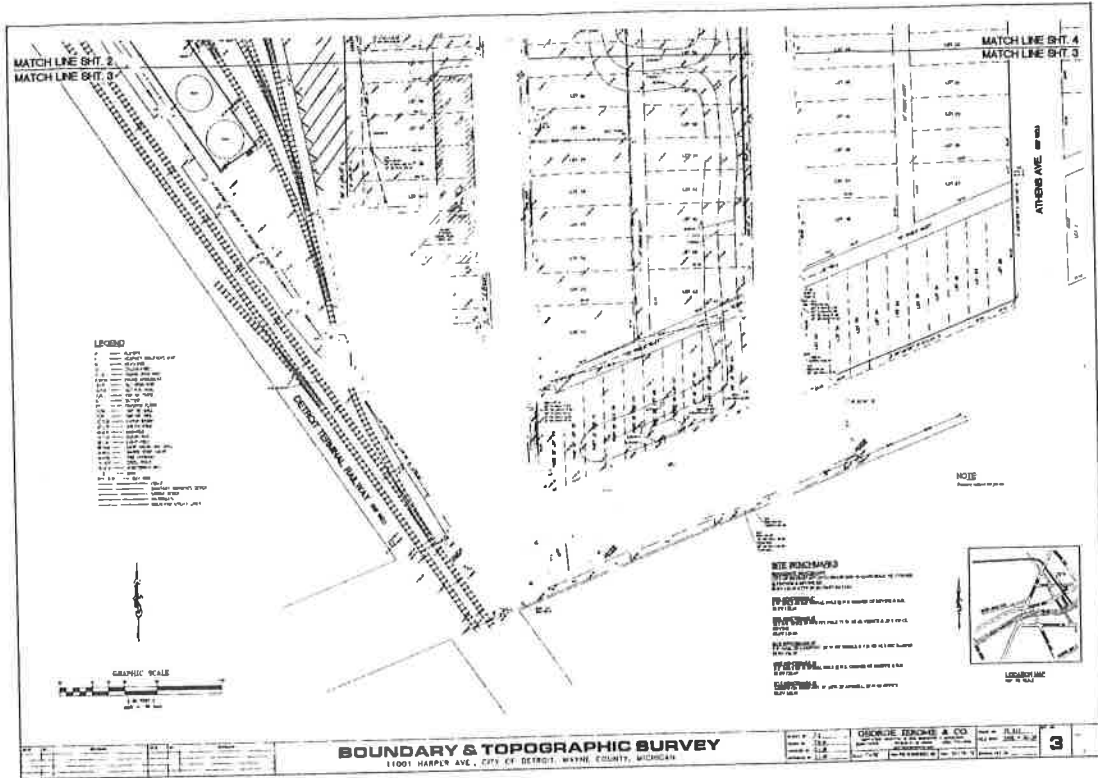
NONPAYOUT CERTIFICATE

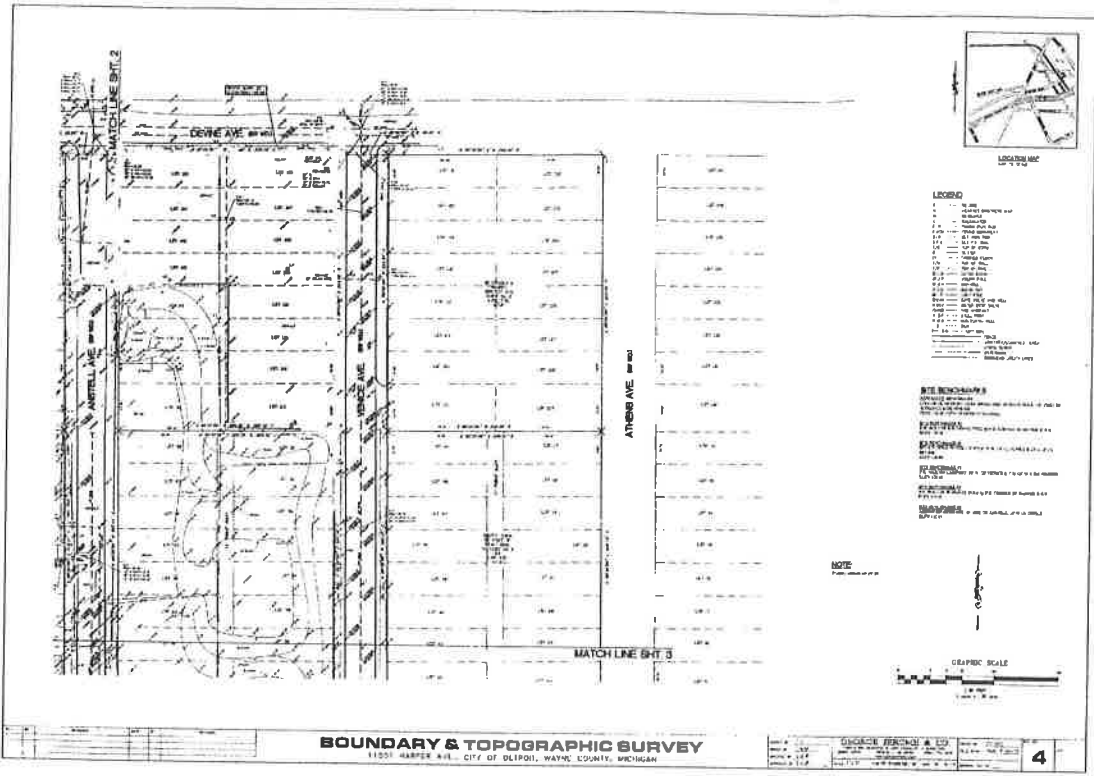
This map is a true and correct copy of the original survey as shown on the original survey.

BOUNDARY & TOPOGRAPHIC SURVEY
 1100 HARPER AVE., CITY OF DETROIT, MICHIGAN

DATE	11/15/1911
BY	GEORGE FERGUSON & CO.
FOR	1100 HARPER AVE., DETROIT, MICHIGAN
SCALE	AS SHOWN
NO.	1









Attachment 2—Information Report: Property Surrounding Venice and Athens

[See immediately following page]

GRECO TITLE AGENCY

**Revision No. 2
Commitment for Title Insurance
Schedule A**

File No : 82-16473533-SGP

Commonly Known As: 11001 Harper, Detroit, MI 48211

1. **Effective Date:** May 24, 2016, at 8:00 am
2. **Policy or policies to be issued:**

	AMOUNT
(a) OWNERS POLICY Proposed Insured: INFORMATIONAL	TBD
(b) LOAN POLICY Proposed Insured:	
3. The estate or interest in the land described or referred to in this Commitment and covered herein is Fee Simple and title thereto is at the effective date hereof vested in:

**JST Acquisition Company, L.L.C., as to Lots 73, 74, 75, 76, 77, 86, 87, 88, 89, 90, 102 through 129, both inclusive of Bessenger & Moore's Gratiot Ave., Sub. and
Pressure Vessel Service, Inc., as to the balance of subject property**
4. The land referred to in this commitment is situated in the City of Detroit, County of Wayne, State of Michigan, as follows:

SEE EXHIBIT A

COUNTERSIGNED:
GRECO TITLE AGENCY


Steven M. Greco
AUTHORIZED SIGNATORY

Greco Title Agency
36800 Gratiot Avenue
Clinton Township, MI 48035
Ph:(586) 463-7200 Fax:(586) 463-6114

Agent for: CHICAGO TITLE INSURANCE COMPANY

This commitment valid and binding for a period of 90 days from the date hereof. Thereafter it is void and of no effect.
SCHEDULE A of this commitment--Page 1

EXHIBIT "A"

The land referred to in this commitment is described as follows: City of Detroit, County of Wayne, State of Michigan

Lots 73 through 129, Bessenger & Moore's Gratiot Ave., Subdivision No. 2, according to the plat thereof as recorded in Liber 28, Page 30 of Plats, Wayne County Records.

Outlot "A" and Lots 17 through 107, both inclusive, Good's Subdivision, according to the plat thereof as recorded in Liber 31, Page 51 of Plats, Wayne County Records.

Except that part taken for widening of Harper Avenue

All that part of Fractional Section 23, Town 1 South, Range 12 East, known as Private Claim 12, described as follows: Beginning at the intersection of the Southerly line of Bessenger & Moore's Gratiot Avenue Subdivision No. 2, recorded in Liber 28, Page 20, and the Easterly line of the Detroit Terminal Railway, 66 feet wide; thence North 88 degrees 8 minutes East along the South line of said subdivision, 321.85 feet to the Northwest corner of Out Lot "A" of Good's Subdivision, as recorded in Liber 31, Page 51; thence South 1 degrees 18 minutes East along the Westerly line of said Out Lot "A", 475.50 feet to the Easterly line of the right of way of said Detroit Terminal Railway; thence North 35 degrees 34 minutes West along the Easterly line of said right of way, 573.53 feet, more or less to the point of beginning.

**Schedule B-I
(REQUIREMENTS)**

File No: 82-16473533-SGP

The following requirements to be complied with:

1. Standard requirements as set forth in jacket.

NOTE: In the event the Commitment Jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection at any Company office.

2. Instruments necessary to create the estate or interest to be insured must be executed by, delivered and duly filed for record.
3. 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 or exceptions relating to the interest or the loan.
4. Pay the agreed amounts for the Title and/or the mortgage to be insured.
5. Pay us the premiums, fees and charges for the policy.
6. PAYMENT OF TAXES: Tax Parcel No.: Ward 19, Item No. 002565
2015 County Taxes in the amount of \$457.25 are PAID
2015 City Taxes in the amount of \$3,884.35 are PAID
Special Assessments: NONE
- 2015 State Equalized Value: \$48,200.00
The amounts shown as due do not include collection fees, penalties or interest.
7. PAYMENT OF TAXES: Tax Parcel No.: Ward 19, Item No. 003501-10
2015 County Taxes in the amount of \$226.71 are PAID
2015 City Taxes in the amount of \$1,876.47 are PAID
Special Assessments: NONE
- 2015 State Equalized Value: \$23,900.00
The amounts shown as due do not include collection fees, penalties or interest.
8. PAYMENT OF TAXES: Tax Parcel No.: Ward 19, Item No. 003511-20
2015 County Taxes in the amount of \$41.70 are PAID

Greco Title Agency
36800 Gratiot Avenue
Clinton Township, MI 48035
Ph:(586) 463-7200 Fax:(586) 463-6114

Agent for: CHICAGO TITLE INSURANCE COMPANY

This commitment is invalid unless the insuring Provisions and Schedules A and B-II are attached
SCHEDULE B-I of this commitment--Page 3

Continuation of SCHEDULE B-I (REQUIREMENTS)

Commitment No. 82-16473533-SGP

2015 City Taxes in the amount of \$445.43 are PAID

Special Assessments: NONE

- 2015 State Equalized Value: \$4,400.00

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

9. PAYMENT OF TAXES: Tax Parcel No.: Ward 19, Item No. 001923-8

2015 County Taxes in the amount of \$185.17 are PAID

2015 City Taxes in the amount of \$1,632.72 are PAID

Special Assessments: NONE

- 2015 State Equalized Value: \$22,000.00

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

10. PAYMENT OF TAXES: Tax Parcel No.: Ward 19, Item No. 001920-2

2015 County Taxes in the amount of \$28.28 are PAID

2015 City Taxes in the amount of \$234.39 are PAID

Special Assessments: NONE

- 2015 State Equalized Value: \$3,500.00

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

11. PAYMENT OF TAXES: Tax Parcel No.: Ward 19, Item No. 003521-92

2015 County Taxes in the amount of \$42.66 are PAID

2015 City Taxes in the amount of \$353.27 are PAID

Special Assessments: NONE

- 2015 State Equalized Value: \$4,500.00

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

12. PAYMENT OF TAXES: Tax Parcel No.: Ward 19, Item No. 001908-18

2015 County Taxes in the amount of \$1,893.64 are PAID

2015 City Taxes in the amount of \$15,771.49 are PAID

Special Assessments: NONE

- 2015 State Equalized Value: \$199,600.00

This commitment is invalid unless the insuring Provisions and Schedules A and B-II are attached.
SCHEDULE B-I of this commitment—Page 4

Continuation of SCHEDULE B-I (REQUIREMENTS)

Commitment No. 82-16473533-SGP

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

13. PAYMENT OF TAXES: Tax Parcel No.: Ward 19, Item No. 003593

2015 County Taxes in the amount of \$1,446.77 are PAID

2015 City Taxes in the amount of \$12,073.46 are PAID

Special Assessments: NONE

- 2015 State Equalized Value: \$152,500.00

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

File

will exceptions to the matters

1. or In not shown by the Public Records.
2. or not shown by the Records but that could be ascertained by an
of L or by inquiry of persons in possession thereof of the Land.
3. or encu that are not shown in the Public Records and existing
4. Any n, variation, or adv circumstance the Title including
e in , or any other facts that would be disclosed by
the Land, and that are not shown in the Public Records.
6. ds of water and sewer charges, not yet due and
lien for taxing authority that levies taxes or
the water and sewer
e revaluation or The Company no
in the Land or of any hom
7. ms or other s, if any created, first appearing in the public
for date prior to date the Proposed Insured
est or mortgage thereon covered by this commitment.
8. Terms, are recited in A : Easement recorded in Liber 15381, Page
9. Terms which are recited in Mutual Driveway Agreement recorded in Liber 17228, Page
10. in Agreement recorded in Liber 1 , P
11. Terms, are in Zoning 41 , W in 1 , 41, in L
1 as forth recorded in Liber 2 , in
Records.
14. in Liber , Page 151 and In 20040, P 152, Wayne County R
co and restrictions in recorded in Liber 25128, Page 652, Wayne Cou Records.

Greco Title Agency
 36800 Gratiot Avenue
 Clinton Township, MI 48035
 Ph:(586) 463-7200 Fax) 463-6114

Agent for: CHICAGO TITLE INSURANCE COMPANY

This commitment is invalid unless the insuring Provisions and Schedules A and B-II are attached.
 SCHEDULE B-II of this commitment--Page 6

NOTE: This commitment is issued for informational purposes only. Compliance with the requirements set forth herein will not result in the issuance of a final policy. Accordingly, said information is furnished at a reduced rate, and the Company's liability shall in no event exceed the amount paid for said information.

Greco Title Agency
36800 Gratiot Avenue
Clinton Township, MI 48035
Ph:(586) 463-7200 Fax:(586) 463-6114

Agent for: CHICAGO TITLE INSURANCE COMPANY

This commitment is invalid unless the insuring Provisions and Schedules A and B-II are attached
SCHEDULE B-II of this commitment--Page 7

PRIVACY POLICY NOTICE

Greco Title Agency and its family of affiliated companies, respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the Greco Title Agency Privacy Policy.

Greco Title Agency as an agent for Chicago Title Insurance Company provides title insurance products and other settlement and escrow services to customers. The Greco Title Agency Privacy Policy applies to all Greco Title Agency customers, former customers and applicants.

What kinds of information we collect: Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction, including information about the real property you bought, sold or financed such as address, cost, existing liens, easements, other title information and deeds
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, we may also collect your social security number as well as information from third parties including property appraisals, credit reports, loan applications, land surveys, real estate tax information, escrow account balances, and sometimes bank account numbers or credit card account numbers to facilitate the transaction, and
- information about your transactions and experiences as a customer of ours or our affiliated companies, such as products or services purchased and payments made.

How we use and disclose this information: We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, our title affiliates record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction as permitted by law.

We may also disclose your name, address and property information to other companies who perform marketing services such as letter production and mailing on our behalf, or to other financial service companies (such as insurance companies, banks, mortgage brokers, credit companies) with whom we have joint marketing arrangements.

How we protect your information: We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

If you have any questions about this privacy statement or our practices at Greco Title Agency, please write us at: **Greco Title Agency c/o 31440 Northwestern Highway, Ste. 100, Farmington Hills, Michigan 48334. Attn: Legal Resources.**



Chicago Title Insurance Company

Commitment No. 82-16473533-SGP

COMMITMENT FOR TITLE INSURANCE

Issued by
Chicago Title Insurance Company

Chicago Title Insurance Company, a Nebraska 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 90 days 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.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

COUNTERSIGNED:
GRECO TITLE AGENCY
36800 Gratiot Avenue
Clinton Township, MI 48035
Ph:(586) 463-7200 Fax:(586) 463-6114

By: Steven M. Greco
Authorized Signature

CHICAGO TITLE INSURANCE COMPANY

By

ATTES: _____
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 or 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.
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 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/>>.*

GRECO TITLE AGENCY
PROVIDING TITLE SERVICES SINCE 1988

The current underwriter associated with this transaction is Chicago Title Insurance Company. Please confirm that any previously obtained premium quotes were generated with this underwriter. If a discrepancy is discovered, contact your branch office at the number below for an updated quote.

FEE SHEET & WIRE INSTRUCTIONS

SERVICE:	FEE:	RESPONSIBLE PARTY:
Title - Certified Check Fee	\$25.00	Seller
Title - Construction Disbursement Fee	\$400.00	Buyer/Borrower
Title - Courier Fee (Per Item)	\$25.00	Buyer and/or Seller (as applicable)
Title - Courtesy Closing Fee	\$150.00	Buyer/Borrower
Title - Electronic Filing Fee (Per Document)	\$3.50	Seller (as applicable)
Title - Escrow Fee - Deed	\$250.00	Buyer/Borrower
Title - Settlement / Closing Fee (Bank Owned / Cash)	\$300.00	Buyer/Borrower
Title - Settlement / Closing Fee (Bank Owned / Mortgage)	\$575.00	Buyer/Borrower
Title - Settlement / Closing Fee (Construction Loan / Purchase)	\$575.00	Buyer/Borrower
Title - Settlement / Closing Fee (Construction Loan Only / No Purchase)	\$250.00	Buyer/Borrower
Title - Settlement / Closing Fee (For Sale By Owner)	\$500.00	Seller
Title - Settlement / Closing Fee (Purchase / Cash)	\$250.00	Buyer/Borrower
Title - Settlement / Closing Fee (Purchase / Land Contract)	\$250.00	Buyer/Borrower
Title - Settlement / Closing Fee (Purchase / Land Contract)	\$250.00	Seller
Title - Settlement / Closing Fee (Purchase / Mortgage)	\$575.00	Buyer/Borrower
Title - Settlement / Closing Fee (Refinance)	\$250.00	Buyer/Borrower
Title - Settlement / Closing Fee (Second Mortgage/HELOC)	\$250.00	Buyer/Borrower
Title - Settlement / Closing Fee (Short Sale)	\$600.00	Seller
Title - Settlement / Closing Fee (Split Closing / Loan Policy Only)	\$575.00	Buyer/Borrower
Title - Settlement / Closing Fee (VA Loan)	\$575.00	Seller
Title - Wire Fee (Per Wire)	\$25.00	Seller

SETTLEMENT AGENT CONTACT INFORMATION

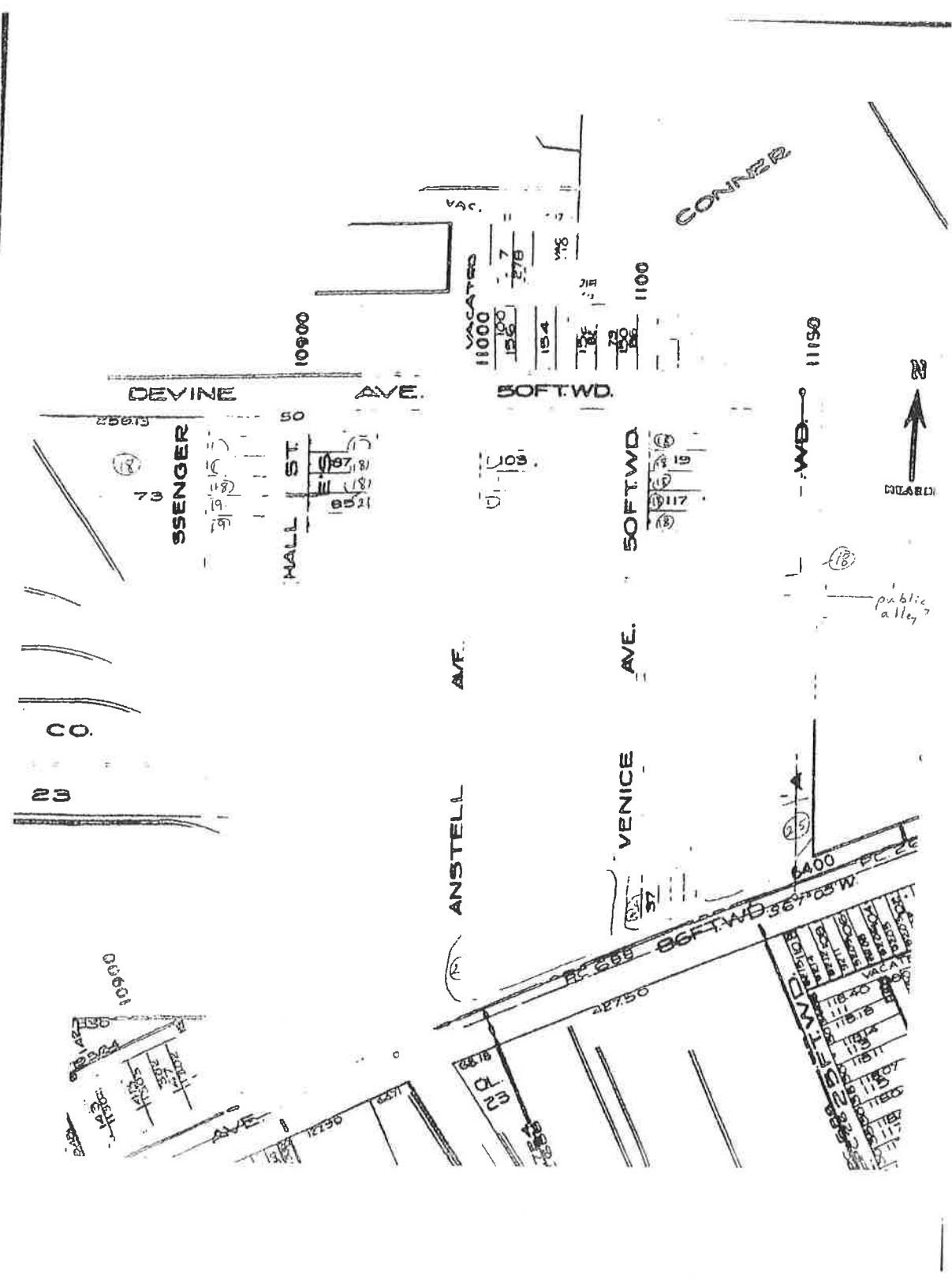
Name: Greco Title Agency
Address: 36800 Gratiot Avenue Clinton Township, MI 48043
ST License ID: MI 0074785
Contact: Debbie Dekiere
Contact ST License ID: MI 367702470
Email: mtclemons@grecotitle.com
Phone: 586-463-7200

INCOMING WIRE INSTRUCTIONS

PLEASE WIRE FUNDS TO:

**Greco Title Agency
 36800 Gratiot Avenue
 Clinton Township, MI 48035**

Bank Name: Flagstar Bank
 Bank Address: 5151 Corporate Dr.
 Troy, MI 48098
 ABA No.: 272471852
 Account Name: Greco Title Agency
 Account No.: 440000007



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SSENGER

HALL ST.

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VENICE AVE.

SOFTWD.

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