



CHICAGO TITLE
INSURANCE COMPANY

**COMMITMENT FOR TITLE INSURANCE
BY
CHICAGO TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

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- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II—Exceptions[; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
 - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
 - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

CHICAGO TITLE INSURANCE COMPANY

By:


Randy Quirk
President

ATTEST


Marjorie Nemzura
Corporate Secretary

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CHICAGO TITLE
INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Lyon County Abstract & Title
 Issuing Office: 102 S 5th Street, Marshall, MN 56258
 Issuing Office's ALTA ® Registry ID: 1112083
 Loan ID No.:
 Commitment No.: L080422CT
 Issuing Office File No.: L080422CT
 Property Address:

SCHEDULE A

1. Commitment Date: August 5, 2022 at 08:30 AM
2. Policy or Policies to be issued:
 - (a) ALTA Owners Policy (06/17/06)
 Proposed Insured: TBD
 Proposed Policy Amount: \$0.00
 - (b) ALTA Loan Policy (06/17/06)
 Proposed Insured: , its successors and/or assigns as their respective interests may appear.
 Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:
 Fee Simple
4. The Title is, at the Commitment Date, vested in:
 Paulette M. Zvorak and Janelle E. Lorenzen as Trustees of the Buesing Sibling Trust created by a Trust Agreement dated the 2nd day of December, 2005
5. The Land is described as follows:
 SEE EXHIBIT "A" ATTACHED HERETO

Date:
Winter Title & Abstract Cos.

Gavin T. Winter, Owner

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SCHEDULE B, PART I Requirements

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.
5. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
6. Right or claims of parties in possession not disclosed by the public records. We require that standard form sellers and/or buyers affidavits be furnished, and adverse right disclosed thereby will be shown specifically.
7. NOTE: IF THIS OFFICE IS CLOSING THE MORTGAGE TO BE INSURED, WRITTEN PAYOFF STATEMENTS MUST BE RECEIVED IN THIS OFFICE 24 HOURS PRIOR TO CLOSING. DUE TO PRIVACY ISSUES AND LACK OF NECESSARY INFORMATION THIS OFFICE DOES NOT OBTAIN PAYOFF STATEMENTS. WITHOUT A PROVIDED CUSTOMER RELEASE RE: LIEN HOLDERS ACCOUNT
8. Instruments to be executed, delivered and duly filed for record.
9. Regarding the Buesing Sibling Trust created by Trust Agreement dated 2nd day of December 2005, the following are required for review and recording:
 - a. A Certificate of Trust, pursuant to Minn. Stat. §501C.1013; and
 - b. An Affidavit of Trustee, pursuant to Minn. Stat. §501C.1014.Upon review of the submitted documentation, additional requirements may be made.
10. Trustees Deed with Buesing Sibling Trust created by a Trust Agreement dated the 2nd day of December, 2005, grantor(s) and TBD, , grantee(s) to convey the property to be insured.

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SCHEDULE B, PART II Exceptions

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. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. 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.
8. Right or claims of parties other than the insured in actual possession of any or all of the property.
9. Tract 1 & 2
 - a) Taxes and Special assessment installments for and payable in the year 2022 and all subsequent years.

The Parcel Identification Number(s) for the property to be insured is/are:
12-007-003-0

Note* A new PID number will be assigned upon completion of split.

The real estate taxes due and payable in the year 2022 are in the amount of: \$4,044.00
Includes special assessment of \$970.58

Current Tax Status is/are: Paid in Full

Taxes are paid semi-annually and are due and payable in two equal installments.

First installment is due on May 15, 2022, and covers the period of January 1, 2022 to June 30, 2022

Second installment is due on October 15, 2022 and covers the period of July 1, 2022 to December 31, 2022

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SCHEDULE B PART II

(Continued)

All prior years have been paid.

b) All pending and levied special assessment installments for and payable in the year 2022 and all subsequent years.

There is an annual 0.00 solid waste/recycling assessment which is included and incorporated into the tax amount due and payable.

There are no other special assessment installments except the following:

CD 12 no remaining balance after 2022 taxes

All prior years have been paid.

**** GAP Coverage will not be issued on commitments to insure not closed by this Title Insurance Company. ****

GAP Coverage being any and all instruments recorded from and since the effective date and time of this commitment to the date and time of closing and recording. On all transaction not closed by the Title Insurance Company and its appointed agent the Final Title Insurance Policy will not be issued until all of the above stated requirements are met.

10. Tract 3

a) Taxes and Special assessment installments for and payable in the year 2022 and all subsequent years.

The Parcel Identification Number(s) for the property to be insured is/are:

12-018003-0

The real estate taxes due and payable in the year 2022 are in the amount of: \$494.00

Includes special assessment of \$80.16

Current Tax Status is/are: Paid in Full

Taxes are paid semi-annually and are due and payable in two equal installments.

First installment is due on May 15, 2022, and covers the period of January 1, 2022 to June 30, 2022

Second installment is due on October 15, 2022 and covers the period of July 1, 2022 to December 31, 2022

All prior years have been paid.

b) All pending and levied special assessment installments for and payable in the year 2022 and all subsequent years.

There is an annual 0.00 solid waste/recycling assessment which is included and incorporated into the tax amount due and payable.

There are no other special assessment installments except the following:

CD12 no remaining balance after 2022 taxes

All prior years have been paid.

**** GAP Coverage will not be issued on commitments to insure not closed by this Title Insurance

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SCHEDULE B PART II

(Continued)

Company.****

GAP Coverage being any and all instruments recorded from and since the effective date and time of this commitment to the date and time of closing and recording. On all transaction not closed by the Title Insurance Company and its appointed agent the Final Title Insurance Policy will not be issued until all of the above stated requirements are met.

11. Unfiled mechanics' or materialmen's liens.
12. Easements and wetlands which appear in the public records or are shown on any recorded plat.
13. 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 that 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. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
14. All restrictive covenants affecting the above described property, but the company guarantees that any such restrictive covenants have not been violated so as to affect, and that a future violation thereof will not affect the validity or priority of the mortgage hereby insured.
15. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements which survey would show.
16. Taxes and Special Assessments in 2022 and all subsequent years.
17. Tracts 1 & 2
Easement running in favor of Great Lakes Pipe Line Company dated January 17, 1946, filed March 8, 1946 and recorded in Book 100 of Deeds page 43
Special Warranty Deed executed by Great Lakes Pipe Line Company to Williams Brothers Pipe Line Company dated March 15, 1966, filed April 4, 1966 and recorded in Book 131 of Deeds page 8 as Doc. No. 173560
18. Tract 1 & 2
Conditional Use Permit running in favor of D&G Excavating dated January 22, 2004, filed January 27, 2007 and recorded as Doc. No. 152037 to extract and crush gravel material on land zoned agricultural.
19. Tract 1, 2 & 3
Highway Easement running in favor of Lyons Township dated January 24, 1979, filed January 31, 1979 and recorded in Book 170 of Deeds page 137
20. Tract 1, 2 & 3
Rights and Interest in and to County Ditch No. 12

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EXHIBIT A

The Land referred to in this Commitment is described as follows:

Tract 1: That part of the South Half of the Northwest Quarter (S $\frac{1}{2}$ of the NW $\frac{1}{4}$) and that part of the West Half of the Southwest Quarter (W $\frac{1}{2}$ of the SW $\frac{1}{4}$) all being in Section 7, Township 110 North, Range 42 West, Lyon County, Minnesota, lying northerly of the following described line: Commencing at the West Quarter corner of said Section 7; thence on an assumed bearing of South 00 degrees 01 minute 58 seconds West along the West line of said W $\frac{1}{2}$ of the SW $\frac{1}{4}$, a distance of 64.66 feet to the point of beginning of the line herein described; thence South 89 degrees 56 minutes 51 seconds East, a distance of 1057.74 feet; thence North 44 degrees 18 minutes 01 second East, a distance of 167.51 feet; thence North 86 degrees 58 minutes 08 seconds East, a distance of 354.74 feet; thence South 85 degrees 51 minutes 11 seconds East, a distance of 211.08 feet; thence South 11 degrees 45 minutes 49 seconds East, a distance of 108.66 feet to the south line of said S $\frac{1}{2}$ of the NW $\frac{1}{4}$ and said line terminating thereat.

EXCEPT All that part of the S $\frac{1}{2}$ NW $\frac{1}{4}$ of section 7, Township 110 North, Range 42 West, lying wholly within and bounded by the following described line: Commencing at a point two rods west from the Southeast corner of the NW $\frac{1}{4}$ of Section 7, Township 110 North, Range 42 West, running thence North 80 rods, thence West at right angles two rods, thence South at right angles 80 rods thence East two rods to the place of beginning

Tract 2: That part of the South Half of the Northwest Quarter (S $\frac{1}{2}$ of the NW $\frac{1}{4}$) and that part of the West Half of the Southwest Quarter (W $\frac{1}{2}$ of the SW $\frac{1}{4}$), all being in Section 7, Township 110 North, Range 42 West, Lyon County, Minnesota, lying southerly of the following described line: Commencing at the West Quarter corner of said Section 7; thence on an assumed bearing of South 00 degrees 01 minute 53 seconds West along the west line of said W $\frac{1}{2}$ of the SW $\frac{1}{4}$, a distance of 64.66 feet to the point of beginning of the line herein described; thence South 89 degrees 56 minutes 51 seconds East, a distance of 1057.74 feet; thence North 44 degrees 18 minutes 01 second East, a distance of 167.51 feet; thence North 86 degrees 58 minutes 08 seconds East, a distance of 354.74 feet; thence South 85 degrees 51 minutes 11 seconds East, a distance of 211.08 feet; thence South 11 degrees 45 minutes 49 seconds East, a distance of 108.66 feet to the south line of said S $\frac{1}{2}$ of the NW $\frac{1}{4}$ and said line terminating thereat.

EXCEPT That part of Section 7, Township 110 North, Range 42 West, in the Fifth Principal Meridian described as follows: Beginning at the Southwest corner of said Section 7, thence North 90 degrees 00 minutes 00 seconds East, assumed bearing, a distance of 437.54 feet along the South line of said Section 7; thence North 01 degrees 23 minutes 11 seconds West a distance of 496.15 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 437.54 feet; thence South 01 degrees 23 minutes 11 seconds East a distance of 498.15 feet, along the West line of said Section 7, to the Point of Beginning

Tract 3: The Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ of the NW $\frac{1}{4}$) of Section 18, Township 110 North of Range 42 West

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