

**First American Title Company dba Tri-County Abstract and Title
Guaranty**

122 12th Ave N.
St. Cloud, MN 56303

September 10, 2017

Dan Kron
O'Malley & Kron Land Surveyors
370 Chapel Hill RD STE 105
Cold Spring, MN 56320
Phone: (320)685-5905
Customer Reference:

Surveyor

Order Number:

1472573

Property:

xxx
Clearwater, Minnesota



COMMITMENT FOR TITLE INSURANCE
ISSUED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our Obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I
- The Exceptions in Schedule B-II
- The Conditions on Page 3 of Jacket

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers and this Commitment will become valid when countersigned by a validating officer or authorized signatory as of the Commitment Date shown on Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

ALTA 2006 Commitment Jacket
81000600035 (3/07)

COUNTERSIGNED BY: _____

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy 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 you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

The Commitment is based on the land titles as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.
YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

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AGREEMENT TO ISSUE POLICY

SCHEDULE A

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2. Policies to be Issued, Amounts and Proposed Insureds
3. Interest in the Land and Owner
4. Description of the Land

SCHEDULE B-I – Requirements

SCHEDULE B-II – Exceptions

CONDITIONS

If you have any questions about the Commitment, please contact the issuing office.

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your Land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the Land must be based on this Commitment and is subject to its terms.

Commitment For Title Insurance

issued by



First American Title Insurance Company

SCHEDULE A

Name and Address of Title Insurance Company:
First American Title Insurance Company
1 First American Way
Santa Ana, CA 92707

1. Commitment Date: August 21, 2017 at 7:30 a.m.
2. Policy (or Policies) to be issued: Policy Amount
 - a. ALTA Owners Policy (06-17-06) \$0.00

Proposed Insured:
 - b. ALTA Loan Policy (06-17-06) \$0.00

Proposed Insured:
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by: Clearwater Development, Inc. .
4. The Land referred to in this Commitment is described as follows:

Outlot A and B, all in SUNRISE CREST, according to the plat and survey thereof on file and of record in the Office of the County Recorder in and for Wright County, Minnesota

AND

Outlots, A, D, J, K, M, N;

That part of said Outlot E described as follows; Beginning at the most southerly corner of said Outlot E; thence North 41 degrees 26 minutes 42 seconds West, plat bearing, along the southwesterly line of sold Outlot E, 4,036.04 feet; thence northwesterly and westerly along said southwesterly and southerly line of said Outlot E and along a tangential curve, concave to the southwest, having a radius of 604.99 feet and a central angle of 47 degrees 44 minutes 49 seconds, a distance of 504.16 feet to the southerly extension of the east line of Lot 10, Block 2, CLEARWATER ESTATES PLAT FOUR, according to the plat thereof, on file and of record in the Office of the County Recorder, Wright County, Minnesota; thence North 00 degrees 48 minutes 29 seconds East, along said southerly extension, 75.00 feet to the southeast corner of said Lot 10; thence southeasterly on the northeasterly line of said Outlot E and along a non tangential curve concave to the southwest, having a radius of 679.99 feet and a central angle of 47 degrees 44 minutes 49 seconds, a distance of 566.67 feet, the chord of said curve is 550.41 feet in length and bears South 65 degrees 19 minutes 07 seconds East; thence South 41 degrees 26 minutes 42 seconds East along the northeasterly line of said Outlot E 701.25 feet to a corner of said Outlot E; thence South 63 degrees 03 minutes 43 seconds West along a southeasterly line of said Outlot E 15.50 feet to the northeasterly line of said Outlot E; thence South 41 degrees 26 minutes 42 seconds East along the northeasterly line of said Outlot E 3,338.66 feet to a corner of said Outlot E; thence South 48 degrees 33 minutes 18 seconds West along the southeasterly line

of said Outlot E 60.00 feet to the point of beginning

And

That part of said Outlot E described as follows: Commencing at the most easterly corner of Lot 1, Block 2, said CLEARWATER ESTATES PLAT FOUR; thence South 47 degrees 11 minutes 31 seconds East, plat bearing, along the most northeasterly line of Outlot I, said CLEARWATER ESTATES, 95.81 feet to a corner of said Outlot I and said Outlot E and the actual point of beginning: thence southerly along an easterly line of said Outlot I and a westerly line of said Outlot E along a non tangential curve, concave to the east, having a radius of 215.00 feet and a central angle of 63 degrees 25 minutes 23 seconds, a distance of 237.99 feet to a corner of said Outlot I and said Outlot E, the chord of said curve bears South 02 degrees 17 minutes 02 seconds East and the chord length is 226.03 feet; thence North 66 degrees 57 minutes 39 seconds East along the southeasterly line of said Outlot E, not tangent to said curve, 30.65 feet to a corner of said Outlot E; thence northerly along an easterly line of said Outlot E along a non tangential curve, concave to the east, having a radius of 185.00 feet and a central angle of 63 degrees 00 minute 24 seconds a distance of 203.44 feet to the southeasterly extension of the most northeasterly line of said Outlot I, the chord of said curve bears North 04 degrees 17 minutes 48 seconds West and the chord length is 193.34 feet; thence North 47 degrees 11 minutes 31 seconds West, along said southeasterly extension, 30.98 feet to the point of beginning.

Outlot F, less and except that part thereof platted as Sunrise Crest; and less and except that part thereof platted as Clearwater Estates Plat Six;

Outlot I, less and except that part thereof platted as Clearwater Estates Plat Four;

Outlot L, less and except that part thereof platted as Sunrise Crest;

Outlot O, less and except that part thereof platted as Sunrise Crest;

all in CLEARWATER ESTATES, according to the plat and survey thereof on file and of record in the Office of the County Recorder in and for Wright County, Minnesota

AND

Outlot A, CLEARWATER ESTATES PLAT THREE, according to the plat and survey thereof on file and of record in the Office of the County Recorder in and for Wright County, Minnesota

AND

Outlot A, CLEARWATER ESTATES PLAT SIX, according to the plat and survey thereof on file and of record in the Office of the County Recorder in and for Wright County, Minnesota

AND

A parcel of land in the Southeast corner of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) of Section Two (2), Township One Hundred Twenty-two (122), Range Twenty-seven (27), described as follows: Commencing on the East line of the so-called Clearwater-Monticello road where the same intersects the 1/16 line between the Northwest Quarter of the Northeast Quarter (NW1/4 of NE1/4) and the Southwest Quarter of the Northeast Quarter (SW1/4 of NE1/4); thence East on 1/16 line 12 rods; thence North at right angles 33 rods; thence West to the East line of said road; thence Southerly along the East road line to beginning. EXCEPT those lands conveyed in Quit Claim Deed Document Number 503758, dated 3-5-92, filed 4-13-92 and described as follows:

A portion of the Northwest Quarter of the Northeast Quarter of Section 2, Township 122 North, Range 27 West, Wright County, Minnesota, more particularly described as follows: Commencing at the North Quarter corner of said Section 2, from which the center of Section 2 lies South 0 degrees 03 minutes 38 seconds East (an assumed bearing) a distance of 2538.83 feet; thence South 0 degrees, 03 minutes 38 seconds East, along the North-South Quarter line, for a distance of 1202.60 feet to the South line of said Northwest Quarter of the Northeast Quarter; thence South 88 degrees 40 minutes 48 seconds East, along said South line, for a

distance of 811.20 feet to the Easterly right-of-way line of Wright County Highway Number 7, said point being the Southeast corner of a parcel described in Book 164 of Deeds, page 213; thence continuing South 88 degrees 40 minutes 48 seconds East, along said South line, for a distance of 166.07 feet to the point of beginning.

Thence continuing South 88 degrees 40 minutes 48 seconds East, along said South line, for a distance of 31.93 feet; thence North 01 degree 19 minutes 12 seconds East for a distance of 544.50 feet; thence North 88 degrees 40 minutes 48 seconds West for a distance of 132.72 feet; thence South 09 degrees 10 minutes 02 seconds East for a distance of 553.75 feet to the point of beginning.

And

That Part of Section 2, Town 122 North, Range 27 West; Wright County, Minnesota, described as follows:

That part of Wright County Highway No. 7 which lies 33 feet each side of the following described centerline: Commencing at the southeast corner of the Southwest Quarter of the Northeast Quarter of Section 2-122-27; thence proceeding westerly along the south line of said Southwest Quarter of the Northeast Quarter at an assumed bearing of North 89 degrees, 13 minutes, 45 seconds West, for a distance of 38.59 feet; thence South 40 degrees, 42 minutes, 55 seconds East for a distance of 100.00 feet to the beginning of the centerline to be described; thence North 40 degrees, 42 minutes, 55 seconds West, for a distance of 333.78 feet; thence northwesterly along a tangential curve, concave to the northeast, having a radius of 599.62 feet and a central angle of 28 degrees, 21 minutes, 26 seconds, for a distance of 296.77 feet; thence proceeding north at a bearing of North 12 degrees, 21 minutes, 30 seconds West on tangent to said curve for a distance of 1071.13 feet to a point 154.67 feet north of the south line of the Northwest Quarter of the Northeast Quarter of said Section 2 and there terminating. Excepting therefrom that part of the Northwest Quarter of the Northeast Quarter of said Section 2 lying 66 feet easterly of, adjoining and parallel to the following described line:

Commencing at the southeast corner of Lot 10, Block 2, OAK MANOR ADDITION, according to the recorded plat thereof, Wright County, Minnesota, thence north along the east line of said Lot 10 at a bearing of North 12 degrees, 21 minutes, 30 seconds West, for a distance of 154.67 feet to the point of beginning of the line to be described; thence southerly on a 267 foot radius, tangential curve, which is tangent to the east line of said Lot 10, concave to the west and having a central angle of 32 degrees, 44 minutes, 09 seconds, for a distance of 152.55 feet to a point on the south line of Lot 10 and there terminating.

Also, All that part of the Northwest Quarter of the Southeast Quarter of Section 2, Township 122 North, Range 27 West, lying northeasterly of a line which lies 75 feet northeasterly of the centerline of County State Aid Highway No. 75.

Also, All that part of the Northeast Quarter of the Southeast Quarter of Section 2-122-27 which lies southwesterly of Outlot L, Clearwater Estates, according to the recorded plat thereof, Wright County, Minnesota, and northeasterly of a line which lies 75 feet northeasterly of the centerline of County State Aid Highway No. 75.

NOTE: This is NOT a Commitment to insure and has been issued as a report as to the status of title, and as such should not be relied upon for a Real Estate Transaction. This is not a Commitment to insure, and no insurance is provided by this Commitment.

If a Commitment for Title Insurance is desired, the identity of the entities to be insured and policy amounts must be disclosed to this Company and this Company will issue a Commitment for Title Insurance disclosing all requirements for issuance of the policy as well as any additional exceptions which may be taken.

NOTE: This property is Abstract.

Property Address: xxx
Clearwater, Minnesota

SCHEDULE B - SECTION I

REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the Land and/or the Mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the Land and/or the Mortgage to be insured must be signed, delivered and recorded.
- (D) 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.
- (E) See tax sheet attached to this title commitment for information about 2017 real estate taxes.

SCHEDULE B - SECTION II (CONTINUED)**EXCEPTIONS FROM COVERAGE**

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any encroachment, measurement, party walls, or other facts which a correct survey of the premises would show.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. All assessments and taxes due and payable in 2nd half of 2017, and thereafter.
7. Mortgage dated September 22, 2003, filed September 29, 2003, as Document Number 876195 executed by Clearwater Development, Inc. to Minnwest Bank, M.V., securing the principal sum of \$1,000,000.00. Subordinated by Subordination Agreement filed as Document Number 1034478. Subordination agreement rerecorded as Document Number 1043428 to correct the legal description. Amended by Amendment to Mortgage filed November 5, 2013 as Document No. 1251505, and by Amendment of Mortgage filed December 6, 2016 as Document No. 1331353.
8. Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement from Clearwater Development, Inc., A Minnesota Corporation, to Minnwest Bank, M.V., dated November 28, 2006, filed for record on November 29, 2006 as Document Number 1034477 in the office of the Wright County Recorder, in the principal sum of \$1,600,000.00. Rerecorded on February 15, 2007 as Document Number 1043427 to correct the legal description. Amended by Amendment to Mortgage filed November 5, 2013 as Document No. 1251506, and by Amendment of Mortgage filed December 6, 2016 as Document No. 1331354.
9. Notice of Lis Pendens from Minnwest Bank, M.V. filed January 14, 2011 as Document No. 1167272. Amended by Amended Notice of Lis Pendens filed February 2, 2011 as Document No. 1168656.
10. Terms and Conditions of Declaration of Covenants dated June 24, 1994, filed July 11, 1994 as Document Number 554935, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law. As Amended by Amendments filed as Document Nos. 565989, 587577, 597879 and 620866.

11. Terms and Conditions of Conditional Use Permit, dated July 28, 1986, filed November 13, 1986 in Book 89 of Misc., page 259 as Document Number 417591, by the City of Clearwater; Second Amended Conditional Use Permit filed as Document Number 512151; Third Amended Conditional Use Permit filed as Document Number 553185. Addendum to Third Amended Conditional Use Permit filed June 18, 2008 as Document No. 1091179.
12. Rules and Regulations of Clearwater Estates Recreational Park and By-Laws of Clearwater Estates as described in Document Number 512151, filed September 10, 1992. Amendment to By-Laws filed as Document Number 620867.
13. Terms and Conditions of Declaration of Covenants of Sunrise Crest, dated September 11, 2001, filed October 12, 2001 as Document Number 760437, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law. Partially released by document filed January 8, 2002 as Document No. 772267.
14. Development Agreement for Sunrise Crest Addition filed March 31, 2007 as Document No. 1047407.
15. Grant of Permanent Easement over Outlot E, Clearwater Estates filed September 30, 2009 as Document No. 1129694.
16. Intentionally left blank.
17. Easement Agreement filed December 30, 2009 as Document No. 1136968. (As to Outlot A, Clearwater Estates Plat Six, and Metes & Bounds parcel)
18. Memorandum of Service and Easement Agreement filed August 6, 2012 as Document No. 1209859.
19. Storm Water Drainage Pond and Utility Easement Agreement over Outlot A, Clearwater Estates filed November 14, 2013 as Document No. 1252072.
20. Intentionally left blank.
21. Drainage and Utility easements as shown on the recorded plats of Clearwater Estates, Clearwater Estates Plat Three, Clearwater Estates Plat Six, and Sunrise Crest.



First American Title

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.