



PCMN202311008514



Attorneys  
Title Guaranty  
Fund, Inc.

## COMMITMENT FOR TITLE INSURANCE

### ISSUED BY

*Attorneys Title Guaranty Fund, Inc.*

### 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 EXTRACTIONAL 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, Attorneys Title Guaranty Fund, Inc., a Colorado 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of an ALTA® Commitment for Title Insurance issued by Attorneys Title Guaranty Fund, Inc. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

IN WITNESS WHEREOF, Attorneys Title Guaranty Fund, Inc. has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

ATTORNEYS TITLE GUARANTY FUND, INC.



ERIC R. MORGAN  
PRESIDENT



JEAN WARD  
SECRETARY

Issued By  
Swenson Nelson & Stulz, PLLC  
Member's Name

214 6th Avenue, Madison Minnesota 56256  
Address

320-598-7578  
Telephone

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.
- 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

*This page is only a part of an ALTA® Commitment for Title Insurance issued by Attorneys Title Guaranty Fund, Inc. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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;
  - 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.

*This page is only a part of an ALTA® Commitment for Title Insurance issued by Attorneys Title Guaranty Fund, Inc. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

- 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> >.

*This page is only a part of an ALTA® Commitment for Title Insurance issued by Attorneys Title Guaranty Fund, Inc. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**Transaction Identification Data for reference only:**

Issuing Agent: Swenson Nelson & Stulz, PLLC  
Issuing Office: 214 6th Avenue, Madison Minnesota 56256  
Issuing Office's ALTA® Registry ID:

Commitment Number: PCMN202311008514  
Issuing Office File Number: ATGF-0146-3924  
Property Address: part of SW1/4NW1/4, part of NW1/4SW1/4, part of SE1/4NW1/4, and part of SW1/4, 6-115-44, Canby, Minnesota 56220

**SCHEDULE A**

1. Commitment Date: October 20, 2023 at 8 a.m.	File Reference: 3924 - ATGF-0146-3924
--	---------------------------------------

2. Policy or Policies to be issued:

(a) A.L.T.A. Owner's Policy (ALTA form 6/17/06) Amount of Policy: **TBD**  
Proposed Insured: **Prospective Buyer**

(b) A.L.T.A. Lender's Policy (ALTA form 6/17/06) Amount of Policy:  
Proposed Insured: **None**

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:  
Randall D. Maas (undivided 1/4 interest), Steven Maas (undivided 1/4 interest) and Gary W. Maas and Linda W. Maas, Trustees, under Declaration of Trust dated 5/14/14, known as The Maas Family Trust (an undivided 1/2 interest)

5. The Land is described as follows:

**SEE ATTACHED EXHIBIT "A"**

By: Richard G. Stulz



\_\_\_\_\_  
Authorized Signatory

**Richard G. Stulz** 3924  
214 6th Avenue  
Madison Minnesota 56256  
Phone: 320-598-7578

*This page is only a part of an ALTA® Commitment for Title Insurance issued by Attorneys Title Guaranty Fund, Inc. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**SCHEDULE B, PART I  
Requirements**

File Reference: 3924 - ATGF-0146-3924
---------------------------------------

All the following are the Requirements that 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. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:
  - a. Obtain and submit to the Company for recording a properly executed Deed from Randall D. Maas and Melinda Maas, his wife, Steven Maas and Sharon Maas, his wife, and Gary W. Maas and Linda W. Maas, Trustees, under Declaration of Trust dated 5/14/14, known as The Maas Family Trust, to Prospective Buyer.
  - b. Well Disclosure Certificate; or Deed which contains the following statement: The Seller certifies that the Seller does not know of any wells on the described real estate.
  - c. Certificate of Real Estate Value for the land.
6. Obtain Company's Affidavit of Seller executed by Randall D. Maas, Steven Maas, and Gary W. Maas and Linda W. Maas, Trustees, under Declaration of Trust dated 5/14/14, known as The Maas Family Trust.
7. Obtain Company's Affidavit of Purchaser/Borrower executed by Prospective Buyer.
8. Obtain a Certification of Non-Foreign Status (CNFS) as to the Seller's status under 26 USC 1445, the Foreign Investment in Real Property Act of 1980 (FIRPTA) and a Qualified Substitute Statement of Seller Certification of Non-Foreign Status. In the event the Seller, or the Seller's spouse, is a foreign person, as defined in the Act, contact the Company for further requirements.
9. The description of the land constitutes a split of an existing tax parcel. Obtain for recording the approval of the appropriate municipality or county for that split. Submit it to the Company for examination and possible further requirements at least 5 business days prior to closing. All real estate taxes for the current year and prior years must be paid before documents can be recorded. NOTE: A deed, or in the event of a foreclosure of mortgage, a subsequent conveyance of the foreclosed land cannot be recorded without a "lot split" of the tax parcel by the appropriate municipality.

NOTE: The following is provided for informational purposes, only. The 24 Month Chain of Title reports these conveyances forming said Chain of Title:

*This page is only a part of an ALTA® Commitment for Title Insurance issued by Attorneys Title Guaranty Fund, Inc. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

1. Steven Maas and Randall Maas, as Personal Representatives of the Estate of Louise J. Maas, Decedent, to Gary Maas, Randall D. Maas, Steven Maas, and Melanie Maas Buchanan by Informal Instrument of Distribution by Personal Representative dated 5/16/2007 and recorded 6/5/2007 as Document Number 243267 in the Official Records of YELLOW MEDICINE County.
2. David L Maas, an unremarried widower, to Gary W. Maas, Randall D. Maas, Steven Maas, Melanie Maas Buchanan, by Quit Claim Deed dated 1/31/2008 and recorded 2/5/2008 as Document Number 244885 in the Official Records of YELLOW MEDICINE County.
3. Melanie Maas Buchanan and Ken Buchanan, her husband, to Gary W. Maas and Linda Maas, husband and wife, as joint tenants with right of survivorship, by Quit Claim Deed dated 3/18/2013 and recorded 6/19/2013 as Document Number 257980 in the Official Records of YELLOW MEDICINE County.
4. Gary W. Maas and Linda Maas, husband and wife, as joint tenants with right of survivorship, to Gary W. Maas and Linda W. Maas, Trustees, under Declaration of Trust dated 5/14/14, known as The Maas Family Trust, by Quit Claim Deed dated 5/14/2014 and recorded 6/30/2014 as Document Number 260283 in the Official Records of YELLOW MEDICINE County.
5. David L. Maas, Decedent, to Gary W. Maas, Randall D. Maas, and Steven Maas, by Affidavit of Survivorship dated 6/24/2015 and recorded 8/6/2015 as Document Number 262501 in the Official Records of YELLOW MEDICINE County.

*This page is only a part of an ALTA® Commitment for Title Insurance issued by Attorneys Title Guaranty Fund, Inc. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.** The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**SCHEDULE B, PART II**  
**Exceptions**

File Reference: 3924 - ATGF-0146-3924
---------------------------------------

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:

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 recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete survey of the Land and inspection of the Land.
4. Easements or claims of easements, not recorded in 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 recorded in the Public Records.
6. Real estate taxes and special assessments for the year 2024, and subsequent years, which are not yet due or payable.

Note: Taxes for the year 2023 in the amount of \$10,486.00 are paid in full.

The base tax is \$10,486.00.

PIN 13-006-3010.

The Land is assessed as nonhomestead.

\*\*\*This is for the entire parcel prior to the split.

7. Utility Easements or Claims of Utility Easements whether Recorded or Unrecorded.
8. Subject to any road right-of-ways.

*This page is only a part of an ALTA® Commitment for Title Insurance issued by Attorneys Title Guaranty Fund, Inc. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved. The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





Attorneys  
Title Guaranty  
Fund, Inc.

## **Privacy Policy**

### **ATGF's Commitment to Privacy**

Protecting your privacy and the confidentiality of your personal information is an important aspect of ATGF's operations. As a provider of title insurance and related services, the collection of customer's personal information is fundamental to our day-to-day business operations. We strive to provide you with the best customer service. To us, that includes treating your personal information fairly and with respect. Each ATGF employee and representative must abide by our commitment to privacy in the handling of personal information. We understand that you may be concerned about what we will do with such information. You have a right to know how we will utilize the personal information you provide to us. Therefore, ATGF has 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.

### **Types of Information**

Depending upon which of our services you are utilizing, we may collect personal information about you from the following sources:

- Information we receive from you on applications, forms and in other communications to us
- Information we receive from you through our Internet website
- Information about your transactions with or services performed by us, our agents, or other persons; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except:

- as necessary for us to provide the product or service you have requested of us; or
- as permitted by law

We may also disclose your personal information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

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 are permitted by law to share your name, address and facts about your transaction with one or more of our agents, affiliated companies, insurers and reinsurers, to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We do not disclose personal information about our customers or former customers to non-affiliated third parties,

except as outlined herein or as otherwise permitted by law.

### **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 non-public 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. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public information.

If you send an electronic mail (email) message that includes personally identifiable information, we will use that information to respond to your inquiry. Remember that email is not necessarily secure against interception or other disclosure. If your communication is very sensitive, or includes information such as your bank account, charge card or social security number, you should not send it in an email.

### **Changes to this Privacy Policy**

This Privacy Policy may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Policy, we will post a notice of such changes on our website

**EXHIBIT A**

**File Reference: 3924 - ATGF-0146-3924**

The Land referred to in this Commitment is in the State of Minnesota, County of YELLOW MEDICINE, and described as follows:

That part of the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) and that part of the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) of Section Six (6), Township One Hundred Fifteen (115) North, Range Forty-four (44) West, Yellow Medicine County, Minnesota, described as follows:

Commencing at the southwest corner of said Section Six (6); thence North 00 degrees 41 minutes 37 seconds East, assumed bearing along the west line of the Southwest Quarter (SW1/4) of said Section, a distance of 2213.07 feet to the point of beginning of the tract to be described; thence continuing North 00 degrees 41 minutes 37 seconds East, along said west line, a distance of 434.20 feet to the west quarter corner of said Section; thence North 00 degrees 14 minutes 40 seconds East, along the west line of the Northwest Quarter (NW1/4), a distance of 105.90 feet; thence South 88 degrees 48 minutes 35 seconds East a distance of 823.80 feet; thence South 00 degrees 12 minutes 33 seconds West a distance of 537.70 feet; thence North 88 degrees 58 minutes 46 seconds West a distance of 827.50 feet to the point of beginning.

Said tract contains 10.21 acres more or less and is subject to any easements of record including an existing road right of way over the westerly 33.00 feet thereof;

AND

That part of the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) and that part of the Southwest Quarter (SW1/4) of Section Six (6), Township One Hundred Fifteen (115) North, Range Forty-four (44) West, Yellow Medicine County, Minnesota, described as follows:

Beginning at the southwest corner of said Section Six (6); thence North 00 degrees 41 minutes 37 seconds East, assumed bearing along the west line of the Southwest Quarter (SW1/4) of said Section, a distance of 2173.07 feet; thence South 89 degrees 19 minutes 02 seconds East a distance of 1281.80 feet; thence North 02 degrees 39 minutes 12 seconds West a distance of 570.00 feet; thence South 88 degrees 48 minutes 35 seconds East a distance of 1214.83 feet to a point on the east line of the West Half (W1/2) of said Section; thence South 00 degrees 02 minutes 02 seconds West, along said east line, a distance of 2767.70 feet to the southeast corner of said Southwest Quarter (SW1/4); thence North 88 degrees 29 minutes 11 seconds West, along the south line of said Southwest Quarter (SW1/4), a distance of 2495.44 feet to the point of beginning.

Said tract contains 140.41 acres more or less and is subject to any easements of record including an existing road right of way over the westerly 33.00 feet thereof and an existing road right of way over the southerly portion thereof.

Abstract property.

Property Address:

part of SW1/4NW1/4, part of NW1/4SW1/4, part of SE1/4NW1/4, and part of SW1/4, 6-115-44, Canby, Minnesota 56220