



**ALTA COMMITMENT FOR TITLE INSURANCE**

ISSUED BY  
STEWART TITLE GUARANTY 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 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, STEWART TITLE GUARANTY COMPANY, a Texas 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.

Date: April 26, 2023  
Winter Title & Abstract Cos.

  
Frederick H. Eppinger  
President and CEO  
David Hisey  
Secretary

\_\_\_\_\_  
Gavin T. Winter, Owner

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, STEWART TITLE GUARANTY COMPANY.

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## 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 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 countersignature 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.

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- (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.
- (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>.

**STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 1980 Post Oak Blvd, Houston, TX 77056.

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Transaction Identification Data for reference only:**

Issuing Agent: Pipestone Abstract & Title Co.  
Issuing Office: 202 2nd Ave SE, POBox 335, Pipestone, MN 56164  
Issuing Office's ALTA® Registry ID: 1112083  
Loan ID No.:  
Commitment No.: P041623S-Dahl  
Issuing Office File No.: P041623S-Dahl  
Property Address: Ag Land, Lake Benton, MN 56149  
Ag Land, Lake Benton, MN 56149

1. Commitment Date: April 19, 2023 at 07:00 AM
2. Policy to be issued:

	Proposed Policy Amount
(a) ALTA Owners Policy (06/17/06)	\$0.00
Proposed Insured: TBD	
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:  
  
Jens Lloyd Dahl
5. The Land is described as follows:  
  
SEE EXHIBIT A ATTACHED HERETO

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Requirements

**File No.: P041623S-Dahl**

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.
  - a. Quit Claim Deed from Estate of Jens Lloyd Dahl to TBD.
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. Off-record inquiries indicate that Jens Lloyd Dahl is deceased. Therefore, the Company requires that certified copies of all probate documentation necessary to support the conveyance of the subject property be submitted for review and recording. Also required is verification that the estate is not subject to any medical assistance liens. Upon review, the Company reserves the right to make any additional requirements and/or exceptions.

Case No: 41-PR-21-143

(Parcel 1 and 2)

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**SCHEDULE B, PART I**  
(Continued)

10. Personal Representative's Deed by Authorized Personal Representative of Estate of Jens Lloyd Dahl, grantor(s) to TBD to convey the property to be insured

(Parcel 1 and 2)

11. \*\*\*NOTE: The Title Company Reserves the right to add additional requirements upon receipt of an executed purchase agreement for any or all of the parcels to be insured herein.\*\*\*

(Parcel 1 and 2)

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Exceptions

**File No.: P041623S-Dahl**

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. Easements, or claims of easements, not shown by the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown on the Public Records.
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. a) Taxes and Special assessment installments for and payable in the year 2023 and all subsequent years.

The Parcel Identification Number(s) for the property to be insured is/are:  
02-0182-000 (Parcel 1)  
03-0024-000 (Parcel 2)

The real estate taxes due and payable in the year 2023 are in the amount of:  
\$2,116.00  
\$1,942.00

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**SCHEDULE B, PART II**  
(Continued)

Current Tax Status is/are: 1st half unpaid, but not yet due for both parcels.

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

First installment is due on May 15, 2023, and covers the period of January 1, 2023 to June 30, 2023

Second installment is due on October 15, 2023 and covers the period of July 1, 2023 to December 31, 2023

All prior years have been paid.

b) All pending and levied special assessment installments for and payable in the year 2023 and all subsequent years.

There is an annual 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 #35 1 YR \$156.38 (Parcel 1)

JD #30 1 YR \$74.04 (Parcel 2)

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. Unfiled mechanics' or materialmen's liens.
11. Easements and wetlands which appear in the public records or are shown on any recorded plat.
12. 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.
13. 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.
14. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements which survey would show.
15. Taxes and Special Assessments in 2022 and all subsequent years.

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## SCHEDULE B, PART II

(Continued)

16. Terms and Conditions of Waterline Easement, dated September 11, 2003, filed August 4, 2005 as Document No. 2005-001139. in favor of Lincoln Pipestone Rural Water System, a Minnesota body politic. (Parcel 2)
17. Memorandum of Land Lease and Wind Easement, dated January 10, 2017. filed January 23, 2017, as Document No. 2017-000155, by and between Jens Lloyd Dahl and Carol Dahl, husband and wife, and Blazing Star Wind Farm 2, LLC, a Delaware limited liability company. (Parcel 1 and 2)
18. Terms and Conditions of Public Highway Easement, dated February 18, 2021, filed May 4, 2021 as Document No. 2021-000657 in favor of the County of Lincoln, a body politic and corporate, organized and existing under and by virtue of the laws of the State of Minnesota. (Parcel 1)

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**ALTA COMMITMENT FOR TITLE INSURANCE  
EXHIBIT A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**EXHIBIT A**

The Land is described as follows:

The South Half of the Southeast Quarter (S1/2SE1/4) of Section Thirty-three (33), Township One Hundred Eleven (111) North, Range Forty-five (45) West, Lincoln County, Minnesota (Parcel 1)

The East One Half (E1/2) of the Southeast Quarter (SE1/4) of Section Three (3), Township One Hundred Ten (110), North of Range Forty-five (45) West of the Fifth (5th) Principal Meridian, Lincoln County, Minnesota (Parcel 2)