



## ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

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 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, 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 Amount of Insurance 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: August 15, 2025  
Winter Title & Abstract Cos.

Gavin T. Winter, Owner

  
Frederick H. Eppinger  
President and CEO  
David Hisey  
Secretary

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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 is not liable for any other amendment to this Commitment.

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## 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

## 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.

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## 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

## 10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

## 11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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: STEWART TITLE GUARANTY COMPANY, 1980 Post Oak Blvd, Houston, TX 77056.

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

**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.:** P080125S-Martinson  
**Issuing Office File No.:** P080125S-Martinson  
**Property Address:** 1322 145th St, Lake Benton, MN 56149  
1420 130th Ave, Lake Benton, MN 56149

1. **Commitment Date:** August 5, 2025 at 07:00 AM

2. **Policy to be issued:**

**Proposed Amount of Insurance:**

- a. ALTA Owners Policy (06/17/06)  
Proposed Insured: TBD \$0.00  
The estate or interest to be insured: Fee Simple

3. **The estate or interest in the Land at the Commitment Date is:** Fee Simple.

4. **The Title is, at the Commitment Date, vested in:**

Charles Owen Martinson, as Trustee of the Charles Owen Martinson Trust dated September 22, 2015

5. **The Land is described as follows:**

SEE EXHIBIT A ATTACHED HERETO

**STEWART TITLE GUARANTY COMPANY**

Date: August 15, 2025  
Winter Title & Abstract Cos.



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

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010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)



# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Requirements

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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. Trustee's Deed by Authorized Trustee of Charles Owen Martinson Trust dated September 22, 2015 , grantor(s) to TBD to convey the property to be insured. (Tract 1 and 2)
  - a. Regarding the Charles Owen Martinson Trust dated September 22, 2015, 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.

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010-UN ALTA Commitment for Title Insurance Schedule BI (07-01-2021)



## SCHEDULE B PART I

(Continued)

10. \*\*\*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.\*\*\*

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010-UN ALTA Commitment for Title Insurance Schedule BI (07-01-2021)



# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Exceptions

File No.: P080125S-Martinson

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions 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 and 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 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.

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010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)





## SCHEDULE B PART II

(Continued)

9. a) Taxes and Special assessment installments for and payable in the year 2025 and all subsequent years.

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

Tract 1: 15-0037-010

Tract 2: 15-0041-000

The real estate taxes due and payable in the year 2025 are in the amount of:

\$3,732.00

\$5,028.00

Current Tax Status is/are: 1st half unpaid with penalty, 2nd half payable, but not yet due

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

First installment is due on May 15, 2025, and covers the period of January 1, 2025 to June 30, 2025

Second installment is due on October 15, 2025 and covers the period of July 1, 2025 to December 31, 2025

All prior years have been paid.

- b) All pending and levied special assessment installments for and payable in the year 2025 and all subsequent years.

There is an annual No 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:

None

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.

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010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



## SCHEDULE B PART II

(Continued)

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 2025 and all subsequent years.
16. Terms and Conditions of Electrical Transmission Easement, dated May 24, 1999, filed January 28, 2000 as Document No. 151194 in favor of Lyon-Lincoln Electric Cooperative, a corporation. (Tract 1)
17. Terms and Conditions of Electrical Transmission Easement, dated June 26, 1999, filed January 28, 2000 as Document No. 151201 in favor of Lyon-Lincoln Electric Cooperative, a corporation. (Tract 1)
18. Terms and Conditions of Land Lease, dated February 7, 2005, filed March 3, 2005, as Document No. 2005-000305 by and between Charles O. Martinson, a single person; and Community Wind North LLC, a Minnesota limited liability company. As amended by First Amendment to Land Lease, dated April 14, 2005, filed May 9, 2005, as Document No. 2005-000693.(Tract 1 and 2)
19. Conditional Use Permit, dated February 15, 2006, filed February 17, 2006, as Document No. 2006-000260. (Re: Wind Conversion Systems) (Tract 1 and 2)
20. Terms and Conditions of Transmission Line Easement, dated August 3, 2006,, filed October 10, 2006 as Document No. 2006-001568 in favor of Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy. (Tract 1 and 2)
21. Terms and Conditions of Memorandum of Land Lease Agreement, dated January 22, 2007, filed February 23, 2007 as Document No. 2007-000284 by and between Charles Martinson, a single man, grantor and Community Wind North 7 LLC, a Minnesota Limited Liability Company. grantee. As amended by, Memorandum of Amendment No.1 to Land Lease, dated November 12, 2008, filed January 30, 2009, as Document No. 2009-000165. As amended by Amendment No. 2 to Land Lease, dated September 7, 2010, filed September 16, 2010, as Document No. 2010-001150. As amended by Amendment No. 4 to Land Lease, dated November 6, 2019, filed November 14, 2019, as Document No. 2019-001312. (Tract 1 and 2)

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010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



## SCHEDULE B PART II

(Continued)

22. Terms and Conditions of Memorandum of Land Lease Agreement, dated January 22, 2007, filed February 23, 2007 as Document No. 2007-000286 by and between Charles Martinson, a single man, grantor and Community Windy North 9 LLC, a Minnesota limited liability company. grantee. As amended by Memorandum of Amendment No. 1 to Land Lease, dated November 12, 2008, filed January 30, 2009, as Document No. 2009-000167. As amended by Amendment No. 2 to Land Lease, dated November 6, 2019, filed November 14, 2019, as Document No. 2019-001311. ( Tract 1 and 2)
23. Memorandum of Property Accession, dated March 4, 2021, filed March 12, 2021, as Document No. 2021-000349. (Tract 1 and 2)

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010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**EXHIBIT A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**EXHIBIT A**

The Land is described as follows:

**Tract 1: The Northwest Quarter (NW 1/4) of Section Nine (9), Township One Hundred Nine (109) North, Range Forty-six (46) West of the Fifth Principal Meridian, EXCEPT the following-described tract: All that part of the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section Nine (9), Township One Hundred Nine (109) North, Range Forty-six (46) West, Lincoln County, Minnesota, being more particularly described as follows: Commencing at the Northwest corner of the Northwest Quarter; thence North 90 degrees 00 minutes 00 seconds East, assumed bearing, along the North line of said Northwest Quarter, a distance of 1601.56 feet to the point of beginning; thence continuing North 90 degrees 00 minutes 00 seconds East, along said North line, a distance of 186.19 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 213.07 feet; thence South 88 degrees 41 minutes 07 seconds East a distance of 253.60 feet; thence South 01 degrees 44 minutes 33 seconds East a distance of 449.34 feet; thence South 89 degrees 20 minutes 19 seconds West a distance of 364.85 feet; thence North 56 degrees 37 minutes 27 seconds West a distance of 95.77 feet; thence North 00 degrees 47 minutes 37 seconds West a distance of 619.60 feet, to the point of beginning**

**Tract 2: The Southwest Quarter (SW 1/4) of Section Nine (9) in Township One Hundred Nine (109) North of Range Forty-six (46) West of the Fifth (5<sup>th</sup>) P.M**