

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File No.: 21-1779

1. **Effective Date:** October 21, 2021 at 4:30 PM

2. **Policy or Policies to be issued:**

Amount of Insurance

(a) ALTA Owner's Policy

(b) ALTA Loan Policy

Proposed Insured:

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

Fee Simple

4. **Title to the said estate or interest in said land is at the effective date hereof vested in:**

Roland A. Walsh and Clara Jayne Walsh, as joint tenants

5. **The land referred to in this Commitment is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO

Property is: Abstract

For information purposes only, the property address is purported to be:

2554 Granlund Ln. SW, Alexandria, MN 56308

2510 Granlund Ln. SW, Alexandria, MN 56308

2500 Granlund Ln. SW, Alexandria, MN 56308

XXXX Granlund Ln. SW, MN

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 21-1779

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest on the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded *.
4. 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 then take additional requirements or exceptions.
5. Mortgage dated April 23, 2002 and recorded April 24, 2002 as Document Number 223606 from Roland A. Walsh and Clara J. Walsh, husband and wife, and Gerald M. Krebs and Sandy L. Krebs, husband and wife, to Viking Savings Association, F.A., a Corporation, in the original principal amount of \$270,000.00. Said Mortgage has been assigned to Merchants National Bank of Winona as evidenced by Assignment of Mortgage dated April 23, 2002 and recorded April 24, 2002 as Document Number 223607. Said Mortgage must be satisfied as it encumbers subject property.



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II**

File No.: 21-1779

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. 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. Rights or claims of parties in possession, not shown by the public records.
3. Easements or claims of easements or other boundary or location disputes, 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 hereto 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. Taxes payable for the year 2021 and subsequent years. (Note for information: Taxes payable for the year 2021 in the amount of \$6,272.00 are half paid; Prior years are paid; Parcel Number 27-1928-000. Taxes payable for the year 2021 in the amount of \$444.00 are half paid; Prior year are paid; Parcel Number 27-1929-000. Taxes payable for the year 2021 in the amount of \$40.00 are paid; Prior year are paid; Parcel Number 27-1936-000. Property taxes are paid semi-annually with the first half payable May 15 and the second half payable October 15 of each year.)
8. Special Assessments, if any, payable with the taxes levied or to be levied for the year 2021 and subsequent years. (Note for information: There has been an amount of \$197.00 assessed under 2021 payable taxes for solid waste incinerator for Parcel Number 27-1928-000.)
9. Riparian Rights for Lake Lobster.
10. Final Road Order of Town Board recorded March 12, 2001 as Document Number 208166.
11. Judgment for Easement dated January 27, 1982 and recorded February 9, 1982 as Document Number 51023.
12. Easements or claims of easements affecting subject property.
13. Subject to all restrictive covenants affecting subject property.
14. Subject to roads as shown by available maps.
15. All parties in possession.
16. Mechanic's or materialman's liens.
17. This policy does not insure that any fences (if any), located on the subject premises are located on the boundary lines or that any fence represents the boundary line(s).
18. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas,



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SCHEDULE B
PART II**

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 interest that are not listed.

19. The Abstract of Title for this property was not submitted to Integrity Title, Inc. for examination. Integrity Title, Inc. will not be responsible for the cost of replacing the abstract.
20. This Policy excludes all loss or damage, including attorney's fees and costs, as to liens resulting from unpaid municipality charges, including those for water or sewer, and for liens resulting from violations or alleged violations of statutes, ordinances, codes and/or regulations, including, but not limited to, charges for summary abatement, rubbish removal, cutting grass, tree removal and board-up.
21. The rights of others in and to utility boxes, underground and/or over head utility lines and poles for ingress and egress for purposes of maintenance, repairs and/or replacement.
22. Any Losses, costs, claims or damages resulting from the remonumentation of Section and Quarter Corners which were originally established by the public Land Survey, for the Section where the subject property is located, or adjoining sections. The said remonumentation would therefore govern in determining the location of the boundaries of the subject property.
23. The portion of the subject premises lying below the normal high water mark of Lowlands and/or Open Water and/or Wetlands located within subject property boundaries thereof, if any.



EXHIBIT "A"

Government Lot 3 AND The West 2 acres of the SW 1/4 of SE 1/4, and Government Lot 2 of Section 30, Township 128 North, Range 38 West, being more particularly described as follows:

Beginning at the southwest corner of the SW 1/4 of SE 1/4 of Section, Township, and Range aforesaid;

thence East on the South line of said Southwest Quarter of Southeast Quarter two rods;

thence north parallel with the West line of said Southwest Quarter of the Southeast Quarter and Lot 2, to the shore of Lobster Lake;

thence along the lake shore in a westerly direction to the west line of said Southwest Quarter of the Southeast Quarter and Lot 2;

thence south on said line to the place of beginning containing two acres more or less.

All in Section 30, Township 128, Range 38, DOUGLAS COUNTY, MINNESOTA.

SUBJECT TO that easement granted to Rodger L. Anderson pursuant to the Judgment dated January 27, 1982, recorded February 9, 1982, as Document No. 51023, Douglas County Court File #16337.

SUBJECT TO an Appurtenant Easement to Opal Ramin over and across the West 2 rods of the Southwest Quarter of the Southeast Quarter and the South 1107 feet of the West 2 rods of Government Lot 2, Section 30, Township 128, Range 38, for purposes of ingress and egress.

EXCEPT:

That part of Government Lot 3, and that part of the West 2 Rods of Government Lot 2, all of Section 30, Township 128 North, Range 38 West, Douglas County, Minnesota, described as follows:

Commencing at the southeast corner of said Government Lot 3;

thence North 00 degrees 19 minutes 00 seconds West along the east line of said Government Lot 3 a distance of 1138.97;

thence South 45 degrees 23 minutes 27 seconds East 46.54 feet to the point of beginning of the land to be described, said point being on the east line of the said west 2 rods of Government Lot 2;

thence reversing North 45 degrees 23 minutes 27 seconds West 190.25 feet;

thence North 13 degrees 02 minutes 36 seconds East 81.62 feet;

thence North 76 degrees 38 minutes 35 seconds West 34.66 feet;

Continued...

thence North 00 degrees 24 minutes 48 seconds West 300 feet more or less to the shoreline of Lobster Lake;

thence easterly along said shoreline 150 feet more or less to the intersection of the east line of the said west 2 rods of Government Lot 2;

thence South 00 degrees 19 minutes 00 seconds East along said line 515 feet more or less to the point of beginning.

Containing 1.47 acres more or less.

AND

Together with an Easement for ingress and egress purpose over and across that part of the West 2 rods of Government Lot 2 and that part of Government Lot 3, all of Section 30, Township 128 North, Range 38 West, Douglas County, Minnesota, described as follows:

Beginning at the southeast corner of said Government Lot 3; thence North 00 degrees 19 minutes 00 seconds West along the east line of said Government Lot 3 a distance of 1092.36 feet; thence North 45 degrees 23 minutes 27 seconds West 176.63 feet; thence North 44 degrees 36 minutes 33 seconds East 33.00 feet to the southwesterly corner of the above described 1.47 acre parcel; thence South 45 degrees 23 minutes 27 seconds East 190.25 feet to the east line of the said west 2 rods of Government Lot 2; thence South 00 degrees 19 minutes 00 seconds East along said east line 1107.92 feet to the south line of said Government Lot 2; thence Westerly along said south line 33.00 feet to the point of beginning.

AND

Together with an easement for ingress and egress purposes over and across the West 2 rods of the Southwest Quarter of the Southeast Quarter of Section 30, Township 128 North, Range 38 West, Douglas County, Minnesota.

State of _____

County of _____

) Affidavit Regarding Owner(s)
ss
)

,
being first sworn, on oath say(s) that:

1. Said person(s) (is) (are) of legal age and under no legal disability with place of business(es) (respectively) at _____ and for the last ten years have resided at: *
2. There have been no:
 - a. Bankruptcy, divorce or dissolution proceedings involving said person(s) during the time said person(s) (have) (has) had any interest in the premises herein described in the above document;
 - b. Unsatisfied judgments of record against said person(s) nor any actions pending in any courts which affect the premises;
 - c. Tax Liens against said person(s);Except as herein stated:
3. Bankruptcy, divorce or dissolution proceedings of record against parties with the same or similar names, during the time period in which the above named person(s) (has) (have) had any interest in the premises, are not against the above named person(s).
4. Any judgments or tax liens of record against parties with the same or similar names are not against the above named person(s).
5. There has been no labor or materials furnished to the premises for which payment has not been made.
6. There are no unrecorded contracts, leases, easements, or other agreements or interests relating to the premises except as stated herein:
7. There are no person(s) in possession of any portion of the premises, other than pursuant to a recorded document, except as stated herein:
8. There are no encroachments or boundary line questions affecting the premises of which Affiant(s) (has) (have) knowledge.

That Affiant(s) know(s) the matters herein stated are true and make(s) this Affidavit for the purpose of inducing the passing of title to the premises.

Subscribed and sworn to before me _____ day of _____, _____.

Signature of notary public or other official

Notarial stamp or seal