

TBB City 956.00

627885

OFFICE OF COUNTY RECORDER
KANDIYOHI COUNTY MINNESOTA

FILED AND/OR RECORDED ON

06/19/2015 02:41PM

JULIE KALKBRENNER
COUNTY RECORDER

BY Ami Schuler
DEPUTY RECO

PLAT OF:

WILLMAR INDUSTRIAL PARK FOURTH ADDITION

CITY OF WILLMAR

(TO)

WILLMAR INDUSTRIAL PARK FOURTH ADDITION

MINOR SUBDIVISION
YES ___ NO X

DATED: JUNE 18, 2015

FOLDER NO. 798A

LEGAL PLAT COMING OUT OF:
Subdivision Name (Lots & Blocks)

Section - Township - Range (1/4 1/4)
SENE 17-119-35 ESE 17-119-35

City of
WILLMAR

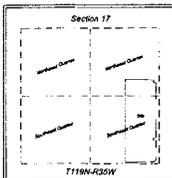
LEGAL FOR NEW PLAT:
LTS 1&2 BLK 1, LTS 1-3 BLK 2, LTS 1-8 BLK 3,
LTS 1-9 BLK 4, LTS 1-3 BLK 5,
OUTLOTS A&B

(REVISED 9-15-14)

WILLMAR INDUSTRIAL PARK FOURTH ADDITION

Plat of:

Located in part of:
SE 1/4 of the NE 1/4 and also part of the
E 1/2 of the SE 1/4 all in
Section 17, T119N-R35W,
Willmar Township, Kandiyohi County,
City of Willmar, Minnesota



This drawing prepared by:
Bonnema Surveys Inc.
Professional Land Surveying
1809 2nd St SW, Suite 104
Willmar, MN 56201
Office: (507) 325-3844
Fax: (507) 325-2827

Developer: City of Willmar
Willmar, MN 56201



LEGEND

- Found Iron Monuments from former survey
- Bonnema Survey Placed Gapped Iron Monument
- ⊙ Kandiyohi County Aluminum Gapped Iron Rod
- ⊙ Change in Direction of centerline/boundary, the

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that the City of Willmar, a Minnesota municipality, owners and proprietors of the following described property, situated in the County of Kandiyohi, State of Minnesota, to-wit:

- That part of the Southeast Quarter of the Northeast Quarter and also part of the East Half of the Southeast Quarter, all in Section 17, Township 119 North, Range 35 West of the Fifth Principal Meridian, Willmar Township, Kandiyohi County, Minnesota described as follows:
 - Commencing at the southeast corner of said Section 17;
 - thence on a bearing of South 88 degrees 41 minutes 00 seconds West, along the south line of said Section 17, a distance of 208.57 feet to the southeast corner of Parcel 2, as shown on the record plat entitled CITY OF WILLMAR RIGHT OF WAY PLAT No. 47-1, on file in the office of the Kandiyohi County Recorder;
 - thence on a bearing of North 01 degrees 18 minutes 00 seconds West, along the west line of said Parcel 2, a distance of 74.80 feet;
 - thence on a bearing of North 04 degrees 02 minutes 30 seconds East, along the east line of said Parcel 2, a distance of 141.40 feet;
 - thence on a bearing of North 00 degrees 07 minutes 01 seconds West, along the west line of said Parcel 2, a distance of 748.27 feet to the southeast corner of Parcel 3, as shown on said record plat entitled CITY OF WILLMAR RIGHT OF WAY PLAT No. 47-1;
 - thence on a bearing of North 10 degrees 47 minutes 04 seconds West, along the south line of said Parcel 2, a distance 100.00 feet to the southeast corner of said Parcel 3;
 - thence on a bearing of North 00 degrees 07 minutes 01 seconds West, along the west line of said Parcel 3, a distance of 100.00 feet to the northeast corner of said Parcel 2;
 - thence on a bearing of South 89 degrees 47 minutes 04 seconds East, along the north line of said Parcel 3, a distance of 100.00 feet to the southeast corner of said Parcel 4;
 - thence on a bearing of North 00 degrees 07 minutes 01 seconds West, along the west line of said Parcel 3, a distance of 748.27 feet;
 - thence easterly, along the west line of said Parcel 2, on a curve bearing to the east which has a radius of 1526.18 feet, a chord bearing of North 00 degrees 40 minutes 58 seconds West, and a central angle of 02 degrees 23 minutes 56 seconds, a distance of 107.02 feet to the southeast corner of Parcel 4, as shown on said record plat entitled CITY OF WILLMAR RIGHT OF WAY PLAT No. 47-1;
 - thence on a bearing of South 89 degrees 45 minutes 38 seconds West, along the south line of said Parcel 4, a distance of 100.00 feet to the southwest corner of said Parcel 4;
 - thence on a bearing of North 00 degrees 10 minutes 03 seconds East, along the west line of said Parcel 4, a distance of 100.00 feet to the northwest corner of said Parcel 4;
 - thence on a bearing of North 89 degrees 45 minutes 37 seconds East, along the north line of said Parcel 4, a distance of 100.00 feet to the northeast corner of said Parcel 4;
 - thence easterly, a distance of 119.91 feet, along the west line of said Parcel 2, on a curve bearing to the east which has a radius of 1159.18 feet, a central angle of 00 degrees 38 minutes 20 seconds, and a chord bearing of North 00 degrees 22 minutes 29 seconds East;
 - thence on a bearing of North 00 degrees 40 minutes 08 seconds East, along the west line of said Parcel 2, a distance of 993.45 feet to the southeast corner of Parcel 5, as shown on said record plat entitled CITY OF WILLMAR RIGHT OF WAY PLAT No. 47-1;
 - thence on a bearing of North 89 degrees 45 minutes 37 seconds East, along the north line of said Parcel 4, a distance of 100.00 feet to the northeast corner of said Parcel 4;
 - thence on a bearing of North 00 degrees 18 minutes 00 seconds East, along the west line of said Parcel 5, a distance of 100.00 feet to the southeast corner of Parcel 5;
 - thence on a bearing of North 00 degrees 18 minutes 00 seconds East, along the west line of said Parcel 5, a distance of 302.00 feet;
 - thence on a bearing of South 02 degrees 23 minutes 56 seconds West, a distance of 100.00 feet;
 - thence on a bearing of South 00 degrees 27 minutes 11 seconds West, a distance of 100.00 feet;
 - thence on a bearing of South 74 degrees 30 minutes 00 seconds West, a distance of 148.00 feet;
 - thence on a bearing of South 89 degrees 25 minutes 48 seconds West, a distance of 187.00 feet to the west line of the Southeast Quarter of said Section 17;
 - thence on a bearing of South 00 degrees 32 minutes 42 seconds West, along the west line of said Parcel 5, a distance of 302.00 feet to the southeast corner of Parcel 5;
 - thence on a bearing of North 00 degrees 17 minutes 07 seconds East, along the east line of the Northeast Quarter of said Section 17, a distance of 957.75 feet to the south line of said Section 17;
 - thence on a bearing of South 00 degrees 02 minutes 21 seconds West, along the west line of the East Half of the Southeast Quarter of said Section 17, a distance of 955.12 feet to the south line of said Section 17;
 - thence on a bearing of North 88 degrees 41 minutes 00 seconds East, along the south line of said Section 17, a distance of 1151.50 feet to the point of beginning.

Hereby caused the same to be surveyed and plotted as WILLMAR INDUSTRIAL PARK FOURTH ADDITION, as shown on the plat and hereby dedicates to the public use forever, all roads and easements as shown on this plat.

In witness whereof said City of Willmar has caused these presents to be signed by its proper officers the 22nd day of May, 2015.

SIGNED:
CITY OF WILLMAR:

By: *[Signature]*
Mayor
By: *[Signature]*
City Administrator

STATE OF MINNESOTA
COUNTY OF KANDIYOHY (SS)

I, the undersigned, am authorized by the City of Willmar, Minnesota, to execute this instrument as a public official of the Municipality.

[Signature]
My Commission Expires 03/31/2017
Notary Public, Kandiyohi County, Minnesota

MEGAN L. BONNEMA
Notary Public

LAND SURVEYOR

I hereby certify that I have surveyed and plotted the property described on the plat as WILLMAR INDUSTRIAL PARK FOURTH ADDITION, and that the same is a correct representation of the boundary survey, that all measurements, distances and bearings are correctly depicted on the plat, that all monuments depicted on the plat have been or will be correctly set within one year, that all water boundaries and wetlands are shown and labeled on the plat, and that all other maps are shown and labeled on the plat.

[Signature]
Diane A. Bonnema, Land Surveyor, Minnesota
License No. 14059

STATE OF MINNESOTA
COUNTY OF KANDIYOHY (SS)

The Surveyor's Certificate was acknowledged by me the 22nd day of May, 2015
by Dianne A. Bonnema, Registered Land Surveyor.

[Signature]
My Commission Expires 03/31/2020
Notary Public, Kandiyohi Co., Minnesota

CITY PLANNING COMMISSION

Approved by the Planning Commission of the City of Willmar, Minnesota, on the 22nd day of May, 2015.

Signed: *[Signature]*
City Clerk

ATTEST: *[Signature]*
Secretary

CITY COUNCIL

Passed and adopted the 23rd day of November, 2015.

Signed: *[Signature]*
Mayor

ATTEST: *[Signature]*
City Clerk

CITY ENGINEER

Approved by the City Engineer of the City of Willmar, Minnesota, on the 22nd day of May, 2015.

[Signature]
Willmar City Engineer

COUNTY AUDITOR

TAX STATEMENT

Approved and attested by me the 22nd day of May, 2015.

[Signature]
Kandiyohi County Auditor

COUNTY RECORDER

I hereby certify that this instrument was filed in the office of the County Recorder for recording on the 25th day of May, 2015.

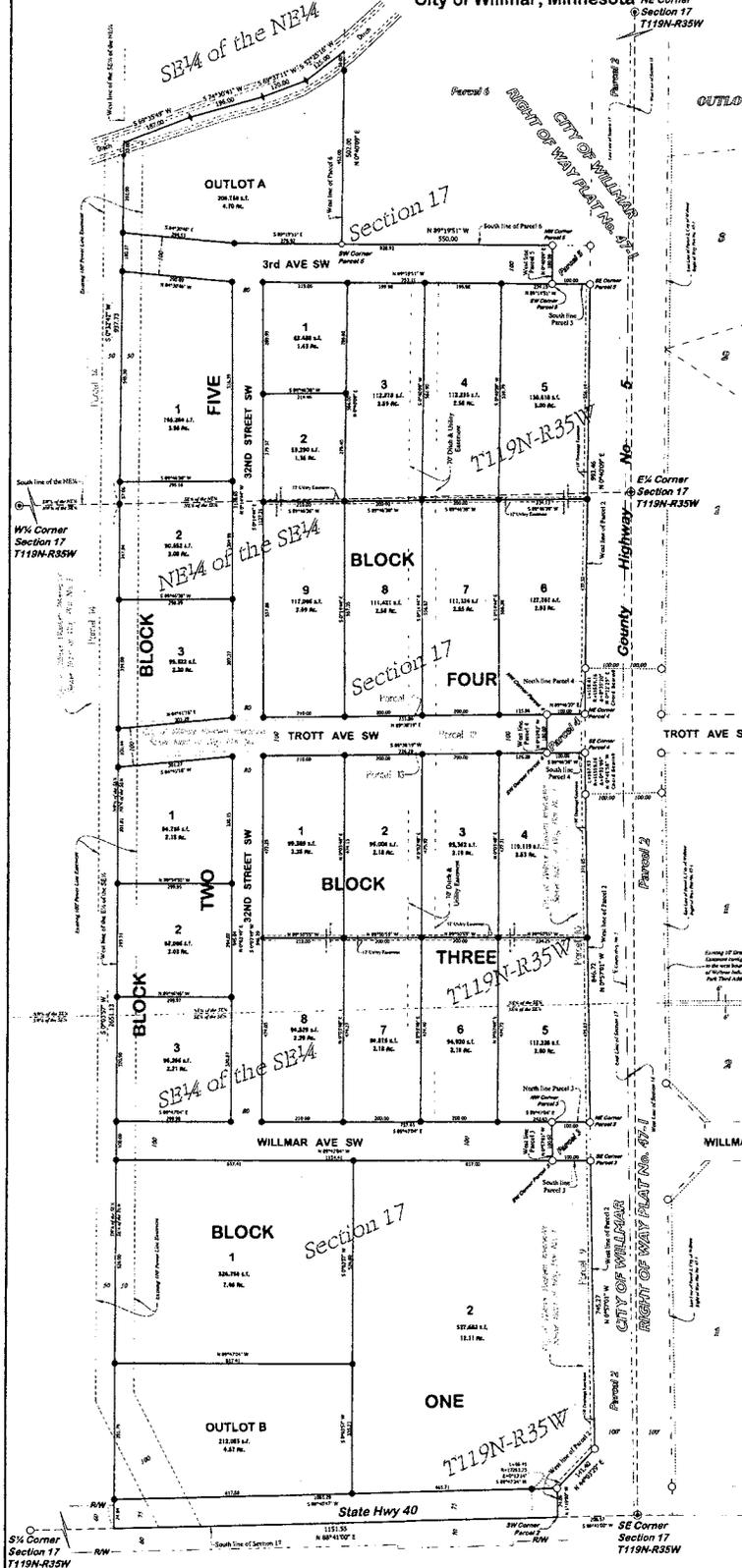
[Signature]
Kandiyohi County Recorder

COUNTY TREASURER

TAX STATEMENT

I hereby certify that all taxes for 2015 on the land described herein are paid.

[Signature]
Kandiyohi County Treasurer



WILLMAR INDUSTRIAL PARK THIRD ADDITION
BLOCK ONE
BLOCK TWO
BLOCK THREE

Commitment for Title Insurance



Issued by Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment. This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the Office of
Kandiyohi Abstract & Title Company
305 SW 5th Street
Willmar, MN 56201
(320) 235-9770

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued 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 the Insured as the exclusive remedy of the parties.
You may review a copy of the arbitration rules at: <http://www.alta.org/>.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

File No.: 16.0411

1. Effective Date: May 06, 2016 at 8:00 AM

2. Policy or Policies to be issued:

Amount of Insurance

(a) A.L.T.A. Owner's Policy (6-17-06) (Standard)

To Be Agreed Upon

Proposed Insured:

Kandiyohi County and City of Willmar Economic Development Commission

(b) A.L.T.A. Loan Policy (6-17-06) (Standard)

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

Fee Simple

4. Title to the said estate or interest in said land is at the Effective Date vested in:

City of Willmar

5. The land referred to in this Commitment is located in the County of Kandiyohi, State of Minnesota, and described as follows:

Lots 1 and 2, Block 1; Lots 1, 2 and 3, Block 2; Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 3; Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block 4; Lots 1, 2 and 3, Block 5; Outlots A and B; ALL IN Willmar Industrial Park Fourth Addition, according to the map or plat thereof on file or of record in the Office of the County Recorder in and for Kandiyohi County, Minnesota.

Property is: Abstract

Old Republic National Title Insurance Company

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File No. 16.0411

MN ALTA Commitment Sch A KM1

Page 1 of 1



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART I

File No. 16.0411

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. You must tell us, in writing, the name of anyone not referred to in the 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.
4. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
5. Inquiry should be made to confirm that any charges for water bills, weed, grass, garbage or debris removal, municipal hook-up or any other fees imposed by the municipality have been paid.

Old Republic National Title Insurance Company



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

File No. 16.0411

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. Any encroachments, measurements, 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 2016, and thereafter.
7. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-872-2100.
8. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-872-2200.
9. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-872-2210.
10. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-872-2220.
11. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-872-2230.
12. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-872-2110.
13. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-872-2120.
14. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-872-2270.
15. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-872-2260.
16. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-872-2250.

Old Republic National Title Insurance Company



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

File No. 16.0411

17. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-872-2240.
18. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-872-2000.
19. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-872-2010.
20. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-872-2510.
21. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-123-0200.
22. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-872-2500.
23. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-872-2300.
24. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-872-2400.
25. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-872-2320.
26. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-872-2330.
27. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-872-2340.
28. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-872-2310.
29. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-872-2410.
30. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-872-2380.
31. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-872-2370.
32. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-872-2360.
33. Taxes due and payable in the year 2016 are paid in full.

Old Republic National Title Insurance Company



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

File No. 16.0411

Property Identification Number 95-872-2350.

34. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-872-2420.
35. Special Assessments, if any.
36. Agreement and Easement between the City of Willmar and Willmar Municipal Utilities Commission, as shown in document dated April 5, 2005, recorded December 12, 2005, as Doc. No. 536171.
37. Easement for Drainage Easement Boundary, as shown per plat of City of Willmar Right of Way Plat No. 47-1 over the Easterly 10 feet of said land, being contiguous to County Road No. 47.
38. Permanent utility easement over those lands shown as Parcels No. 9, 10, 12 & 14 on City of Willmar Western Interceptor Sewer Right of Way Plat No. 1. Rights of the Public in proposed Roads, as shown in proposed plat.
39. 100 foot power line easement as shown by existing plats shown above and by proposed plat.
40. Rights of public in Ditch over Northerly part of proposed Outlot "A" as shown by inspection and proposed plat.
41. Easement for utility and drainage purposes as shown on the recorded plat.
42. Covenants, conditions, terms, restrictions, and easements contained in document recorded April 27, 2016, as Doc. No. 634517; which does not include a forfeiture or a reversionary clause. Restrictions, if any, based on race color, religion, sex, handicap, familial status, or national origin, are deleted.

END OF SCHEDULE B II

Old Republic National Title Insurance Company



Kandiyohi Abstract & Title Co. Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Kandiyohi Abstract & Title Co..

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Rev. 08/28/01



Individual to Corporation.

Minnesota Uniform Conveyancing Blanks

This Indenture, Made this 24th day of December, 1956,

between Reuben Berg and Cecil Berg, husband and wife,

of the County of Kandiyohi and State of Minnesota, part 1st of the first part, and City of Willmar, a Municipal Corporation in the County of Kandiyohi

part 2nd of the second part, State of Minnesota, party of the second part,

Witnesseth, That the said parties of the first part, in consideration of the sum of One Dollar and other valuable consideration DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, Forever, all the tract or parcel of land lying and being in the County of Kandiyohi and State of Minnesota, described as follows, to-wit:

The Southwest Quarter of Northeast Quarter (SW 1/4 of NE 1/4); The Northeast Quarter of Southwest Quarter (NE 1/4 of SW 1/4); The Northwest Quarter of Southeast Quarter (NW 1/4 of SE 1/4); EXCEPTING THEREFROM the following described tract: Beginning at the Southwest corner thereof, thence North on and along the West line thereof Two Hundred Fifteen (215) feet; thence East and parallel with the South line thereof Five Hundred Sixty-five (565) feet; thence South and parallel with the West line thereof Two Hundred Fifteen (215) feet; thence West on the South line thereof, Five Hundred Sixty-five (565) feet to the point of beginning,

All in Section Seventeen (17), Township One Hundred Nineteen (119) North, Range Thirty-five (35) West, Kandiyohi County, Minnesota.



OFFICE

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part, its successors and assigns, Forever. And the said Reuben Berg and Cecil Berg, husband and wife, of the first part, for themselves, their heirs, executors and administrators, do covenant with the said party of the second part, its successors and assigns, that they are well seized in fee of the lands and premises aforesaid, and have good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances.

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said party of the first part will Warrant and Defend.

In Testimony Whereof, The said parties of the first part have hereunto set their hand the day and year first above written.

In Presence of: [Signatures of witnesses]

Reuben Berg Cecil Berg [Signatures]

State of Minnesota, } ss.
County of Kandiyohi

On this 24th day of December, 1956, before me,
a notary public within and for said County, personally appeared
Reuben Berg and Cecil Berg, husband and wife,
to me known to be the person s described in and who executed the foregoing instrument,
and acknowledged that s he s executed
the same as their free act and deed.



V.W. Lundquist
Notary Public Kandiyohi County, Minn.

My commission expires October 18, 1957.

OFFICE OF KANDIYOH, MN RECORDER FOR INFORMATION

17-19-35 ✓
Minnesota Form No. 3

Doc. No. 174872
WARRANTY DEED
Individual to Corporation

Reuben Berg and wife
TO
City of Willmar

Office of Register of Deeds,
STATE OF MINNESOTA
County of Kandiyohi

I hereby certify that the within Deed was
filed in this office for record on the 26
day of December, 1956,
at 9:30 o'clock A.M., and was duly
recorded in Book 130 of Deeds, page 278

Ante Island
Register of Deeds.

By Darryl A. Olson Deputy.
Taxes for the year 1955 on the lands
described within, paid this 26 day of
December, 1956
Darryl A. Olson
County Treasurer.

By Anthony J. Lang Deputy.
Taxes paid and Transfer entered this
26 day of December, 1956
Anthony J. Lang
County Auditor.

OSWALD PUBLISHING CO., NEW YORK, MINN.

do D + D.

A B

221060

This Indenture, Made this 28th day of March, 1969,
between

City of Willmar, a municipal corporation,
under the laws of the State of Minnesota, party of the first part, and

Randolph C. Ellefson
of the County of Kandiyohi and State of Minnesota,
part. Y. of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of One Dollar and other good and valuable consideration, to it in hand paid by the said part. Y. of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell, and Convey unto the said part. Y. of the second part, his heirs and assigns, Forever, all the tract or parcel of land lying and being in the County of Kandiyohi and State of Minnesota, described as follows, to-wit:

The North 460 feet of the West 1,900 feet of the South Half of the Northeast Quarter of Section 17, Township 119, Range 35, lying Northerly and Westerly of the Center of County Ditch No. 10 in said section, all in Kandiyohi County, Minnesota.

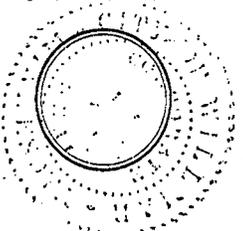
No State Deed Tax is due hereon.

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to the said part. Y. of the second part, his heirs and assigns, Forever. And the said City of Willmar, a municipal corporation,

party of the first part, for itself and its successors, does covenant with the said part. Y. of the second part, his heirs and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances.

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said party of the first part will Warrant and Defend.

In Testimony Whereof, The said first party has caused these presents to be executed in its corporate name by its Mayor, Recorder and its City Clerk, and its corporate seal to be hereunto affixed the day and year first above written.



CITY OF WILLMAR, A MUNICIPAL CORPORATION

By P. E. [Signature]

Its Mayor

Richard C. [Signature]

Its City Clerk

In Presence of

Ernest M. Gallus
Dorothy Shaw

State of Minnesota,

County of Kandiyohi

On this 28th day of March, 1969, before me, a

Notary Public

within and for said County personally appeared

Ray E. Pederson and Richard C. Hoglund

to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and the City Clerk of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board

City Clerk and said Ray E. Pederson and Richard C. Hoglund acknowledged said instrument to be the free act and deed of said corporation.

Ronald C. Anderson
Notary Public

Kandiyohi County, Minn.

RONALD C. ANDERSON

My commission expires Notary Public, Kandiyohi County, Minn.

My Commission Expires July 8, 1975.

OFFICE OF KANDIYOH, MN RECORDER FOR INFO

17-119-55
Minnesota Form No. 1-M
221080

Doc. No. WARRANTY DEED
Corporation to Individual

City of Willmar

TO

Randolph C. Ellefson

201-158

Office of Register of Deeds,
State of Minnesota,

County of Kandiyohi
I hereby certify that the within Deed was filed in this office for record on the 4th day of NOV. 1969, at 2:00 o'clock P.M., and was duly recorded in Book 201 of Deeds, page 158.

By Register of Deeds, Deputy.

Taxes for the year 1969 on the lands described within, paid this 3rd day of Jan., 1969.

Harold Miller
County Treasurer, Deputy.
Muriel Carter

Taxes paid and Transfer entered this 4th day of November 1969.

A. H. Haggren
County Auditor, Deputy.
Richard C. Hoglund

City of Willmar

Recording Fee \$1.50

TBE:14

TAB #10
WJ
LW
LW

No delinquent taxes and transfer entered; Certificate of Real Estate Value (✓) filed () not required
Certificate of Real Estate Value No. 23438
October 10, 1991

Sam Maddeeman
County Auditor
by Law Tillman
Deputy

STATE DEED TAX DUE HEREON: \$ 567.60
Date: October 9, 1991

OFFICE OF COUNTY RECORDER
KANDIYOHI COUNTY MINNESOTA
CERTIFIED TO BE FILED
AND/OR RECORDED ON

OCT 10 1991

TIME 1:00 AM PM
JULIE GRAVLEY
COUNTY RECORDER
BY Kim Husted DEPUTY

Rich

(reserved for recording data)

KAK
JULIE (40)
SALS' CO W 365'
(NW 1/4 SE
119-35
17-119-35

FOR VALUABLE CONSIDERATION, Alfred Gregersen and Lila Gregersen, husband and wife, Grantor (s),
(marital status)

hereby convey (s) and warrant (s) to City of Willmar, Grantee,
a municipal corporation under the laws of the State of Minnesota,
real property in KANDIYOHI County, Minnesota, described as follows:
The Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) and the
South 215 feet of the West 565 feet of the Northwest Quarter of the South-
east Quarter (NW1/4 of SE1/4), Section 17, Township 119, Range 35.

(if more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

DATE October 10 - 1991
DEED TAX DUE OF \$ 567.60
TAX DUES PAID BY 9708

Richard Ronning
Deputy Treasurer

Alfred Gregersen
Alfred Gregersen

Lila Gregersen
Lila Gregersen

STATE OF MINNESOTA }
COUNTY OF KANDIYOHI } ss.

The foregoing instrument was acknowledged before me this 9th day of October, 1991,
by Alfred Gregersen and Lila Gregersen, husband and wife, Grantor (s).

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



Richard Ronning
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

City of Willmar
PO Box 755
Willmar MN 56201

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

RICHARD L. RONNING
401 SW 5th St., PO Box 971
Willmar MN 56201
(612) 235-6480

OFFICE OF COUNTY RECORDER
KANDIYOHI COUNTY, MN
WELL CERTIFICATE RECEIVED

MICROFILM 362358

P4 SWSE Exc
17-119-35

TBB \$46.00 City

536668

OFFICE OF COUNTY RECORDER
KANDIYOHI COUNTY MINNESOTA

FILED AND/OR
RECORDED ON

12/28/2005 12:22PM

JULIE KALKBRENNER
COUNTY RECORDER

BY Wanda Hutt
DEPUTY

SPLIT PARCEL

No delinquent taxes and transfer entered: Certificate
of Real Estate Value (X) filed () not required
Certificate of Real Estate Value No. 45905

December 28 2005

Sam Wooderman
County Auditor/Treasurer

by Michelle Hanson
Deputy

95-917-5800 split to
95-917-5820

WARRANTY DEED

(Corporation/Partnership to Individual)

DEED TAX DUE: \$ 198.00

Date: December 20, 2005

FOR VALUABLE CONSIDERATION, City of Willmar, a municipal corporation under the laws of the State of Minnesota, Grantor, hereby conveys and warrants to Phillip I. Kvam, Grantee, real property in Kandiyohi County, Minnesota, described as follows:

That part of the Southwest Quarter of the Southeast Quarter (SW¼ of SE¼) of Section 17, Township 119, Range 35, described as follows: Commencing at the Southwest corner of the Southeast Quarter of said Section 17; thence on a geodetic bearing of N 88°41'00" E along the South line of said Section 17 a distance of 61.89 feet to the point of beginning of the land to be described; thence continuing on a bearing of N 88°41'00" E along the South line of said Section 17 a distance of 470.11 feet; thence on a bearing of N 0°38'08" E a distance of 568.45 feet; thence on a bearing of S 89°07'13" W a distance of 470 feet; thence on a bearing of S 0°38'08" W a distance of 572.03 feet to the point of beginning,

except Grantor reserves unto itself and its successors and assigns a permanent easement for ingress and egress over the South 75 feet of the parcel herein conveyed

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: None.
Well Disclosure: There is no well on this property ~~well~~

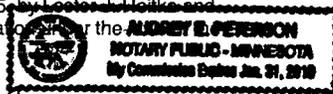
DATE: December 28, 2005
DEED TAX HEREON OF \$ 198.00 PAID
TREASURER'S RECEIPT NO. 197504
SAM WOODERMAN, CO. AUDITOR/TREASURER
Michelle Hanson
DEPUTY AUDITOR/TREASURER

By: Lester J. Heitke
Lester J. Heitke
Its Mayor

By: Michael C. Schmit
Michael C. Schmit
Its Administrator

STATE OF MINNESOTA }
COUNTY OF KANDIYOHI } ss.

This instrument was acknowledged before me on December 27, 2005, by Lester J. Heitke and Michael C. Schmit, the Mayor and Administrator of the City of Willmar, a municipal corporation of Minnesota, on behalf of the municipal corporation.



Audrey E. Peterson
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Check here if part or all of the land is Registered (Torrens)

Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

Philip I. Kvam
5219 - 15th Ave. SW
Willmar, MN 56201

Return

Current Taxes Paid in Full
Date December 28, 2005
Sam Wooderman Co. Auditor/Treasurer
Michelle Hanson
Deputy Auditor/Treasurer

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

THIS INSTRUMENT WAS DRAFTED BY (NAME & ADDRESS):
Richard L. Ronning
Attorney at Law
401 Fifth Street SW
P.O. Box 971
Willmar, MN 56201
C:\MyFiles\Willmar\Airport\Willmar, City of - Kvam - WD.wpd

Commitment for Title Insurance



Issued by Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment. This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the Office of
Kandiyohi Abstract & Title Company
305 SW 5th Street
Willmar, MN 56201
(320) 235-9770

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued 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 the Insured as the exclusive remedy of the parties.
You may review a copy of the arbitration rules at: <http://www.alta.org/>.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

File No.: 16.0411a

1. Effective Date: May 13, 2016 at 8:00 AM

2. Policy or Policies to be issued:

Amount of Insurance

(a) A.L.T.A. Owner's Policy (6-17-06) (Standard)

To Be Agreed Upon

Proposed Insured:

Kandiyohi County and City of Willmar Economic Development Commission

(b) A.L.T.A. Loan Policy (6-17-06) (Standard)

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

Fee Simple

4. Title to the said estate or interest in said land is at the Effective Date vested in:

City of Willmar

5. The land referred to in this Commitment is located in the County of Kandiyohi, State of Minnesota, and described as follows:

The SW 1/4 of NE 1/4 lying Southeasterly of centerline of public ditch; the NW 1/4 of SE 1/4 lying Southeasterly of centerline of public ditch; the SW 1/4 of SE 1/4; and that part of the plat of City of Willmar Western Interceptor Sewer Right of Way Plat No. 1, lying westerly of the west line of Willmar Industrial Park Fourth Addition; All in Section 17, Township 119, Range 35

Less and Except that part of the Southwest Quarter of the Southeast Quarter (SW1/4 of SE1/4) of Section 17, Township 119, Range 35, described as follows: Commencing at the Southwest corner of the Southeast Quarter of said Section 17; thence on a geodetic bearing of N 88°41'00" E along the South line of said Section 17 a distance of 61.89 feet to the point of beginning of the land to be described; thence continuing on a bearing of N 88°41'00" E along the South line of said Section 17 a distance of 470.11 feet; thence on a bearing of N 0°38'08" E a distance of 568.45 feet; thence on a bearing of S 89°07'13" W a distance of 470 feet; thence on a bearing of S 0°38'08" W a distance of 572.03 feet to the point of beginning.

Property is: Abstract

Old Republic National Title Insurance Company



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

File No. 16.0411a

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. You must tell us, in writing, the name of anyone not referred to in the 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.
4. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
5. Inquiry should be made to confirm that any charges for water bills, weed, grass, garbage or debris removal, municipal hook-up or any other fees imposed by the municipality have been paid.
6. If Parcels are Split, according to available maps and plats, there is no insurable access to the land from any existing public road or street. Obtain evidence of access. Submit to the Company for examination, recording and possible further requirements at least ten working days prior to closing.

Old Republic National Title Insurance Company



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

File No. 16.0411a

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. Any encroachments, measurements, 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 2016, and thereafter.
7. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-917-5511.
8. 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 five working days prior to closing. All real estate taxes for the current year and prior years must be paid before documents can be recorded.
Note: Some counties may require a survey of the parcel to be split off. Check with the appropriate county office and if needed, obtain said survey and submit it to the Company for recording.
9. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-917-5510.
10. 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 five working days prior to closing. All real estate taxes for the current year and prior years must be paid before documents can be recorded.
Note: Some counties may require a survey of the parcel to be split off. Check with the appropriate county office and if needed, obtain said survey and submit it to the Company for recording.
11. Taxes due and payable in the year 2016 are paid in full.
Property Identification Number 95-917-5800.
12. 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 five working days prior to closing. All real estate taxes for the current year and prior years must be paid before documents can be recorded.
Note: Some counties may require a survey of the parcel to be split off. Check with the appropriate county office and if needed, obtain said survey and submit it to the Company for recording.

Old Republic National Title Insurance Company



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

File No. 16.0411a

13. Special Assessments, if any.
14. Easement for utility purposes, in favor of Kandiyohi Cooperative Electric Power Association, as shown in document dated October 14, 1941, recorded February 4, 1966, in Book 69 Misc., page 129. Assignment of said Easement to Willmar Municipal Utilities Commission as shown in document dated April 23, 1992, recorded May 28, 1992, as Doc. No. 368497.
15. Agreement and Easement between the City of Willmar and Willmar Municipal Utilities Commission, as shown in document dated April 5, 2005, recorded December 12, 2005, as Doc. No. 536171.
16. Permanent Utility Easement over lands described as Parcel No. 14 of City of Willmar Western Interceptor Sewer Right of Way Plat No. 1.

NOTE: If Parcels are Splits, according to available maps and plats, there is no insurable access to the land from any existing public road or street.

Note: Any final owner's policy issued by this company WILL NOT INSURE that any charges for water bills, weed, grass, garbage or debris removal, municipal hook-up or any other fees by the municipality have been paid.

END OF SCHEDULE B II

Old Republic National Title Insurance Company



Kandiyohi Abstract & Title Co. Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Kandiyohi Abstract & Title Co..

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

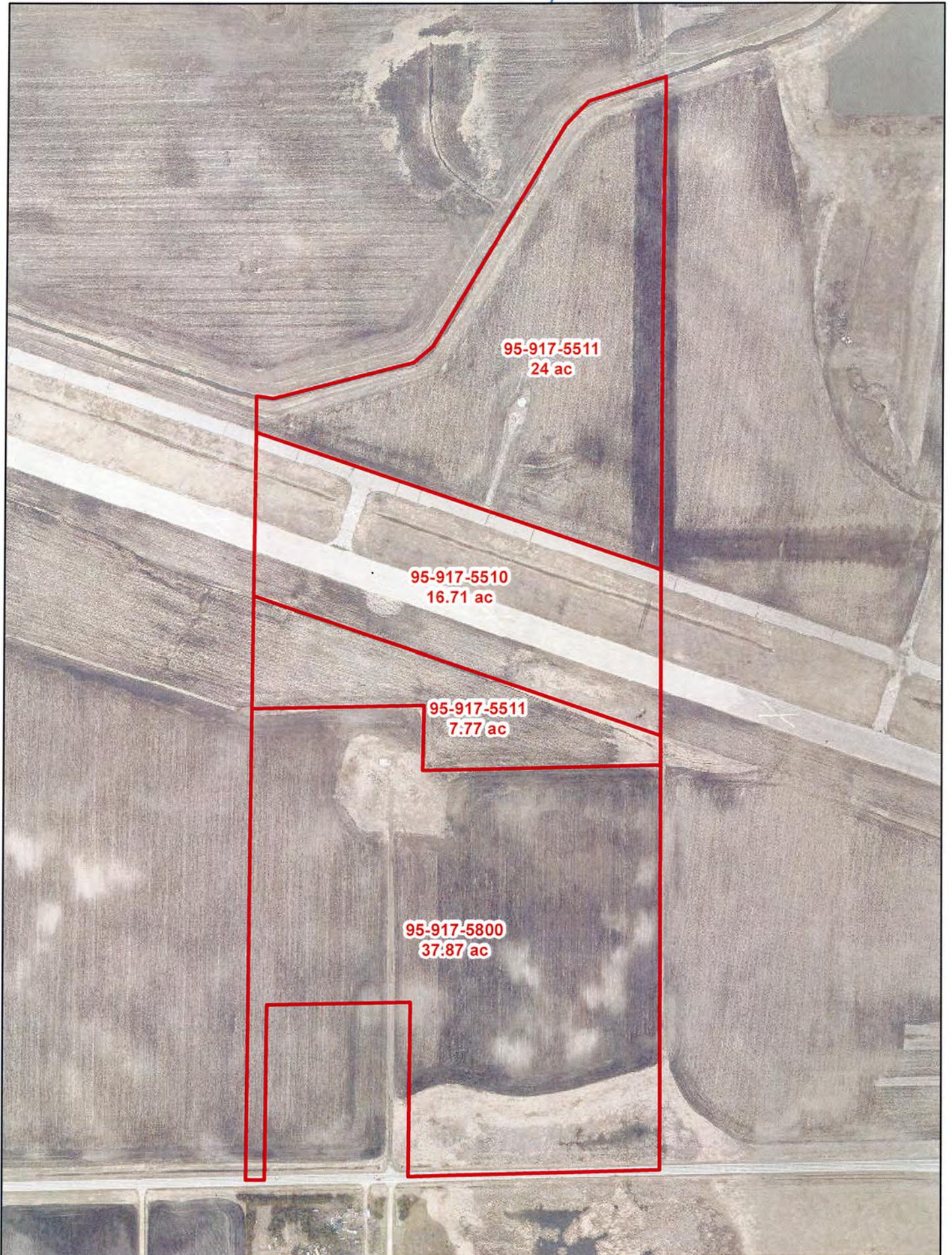
WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Rev. 08/28/01



Parel Map For Unplatted Area



95-917-5511
24 ac

95-917-5510
16.71 ac

95-917-5511
7.77 ac

95-917-5800
37.87 ac