WFG National Title Insurance Company
a Williston Financial Group company

COMMITMENT FOR TITLE INSURANCE

Issued by

**WFG National Title Insurance Company**

WFG National Title Insurance Company, a South Carolina 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 ninety (90) days 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, WFG 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.

**WFG NATIONAL TITLE INSURANCE COMPANY**

BY: _____
President

ATTEST: _____
Secretary

WFG NATIONAL TITLE INSURANCE COMPANY
INCORPORATED
1974
SOUTH CAROLINA

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.
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 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/.*

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# SCHEDULE A
# ALTA COMMITMENT

| Effective Date: August 22, 2011 8:00 a.m. | File Reference: 3369-2011-W0005-J6788 |
|---|---|

1. Policy or Policies to be issued:

   X (a) A.L.T.A. Owner's Policy (ALTA form 6/17/06) Amount of Policy: Not to exceed **$ 500,000.00**

   Proposed Insured: **City of Isanti, a Minnesota municipality**

   (b) A.L.T.A. Loan Policy (ALTA form 6/17/06) Amount of Policy:

   Proposed Insured:

2. The estate or interest in the Land described or referred to in this Commitment and covered herein is an estate or interest designated as follows: Fee Simple.

3. Title to the estate or interest in the Land described or referred to in this Commitment and covered herein (and designated as indicated in No. 2 above) is, at the effective date hereof, vested in: City of Isanti, a Minnesota municipality

4. The Land referred to in this Commitment is in the State of Minnesota, County of Isanti and is legally described as follows:

   **Outlot A, Isanti Centennial Complex 5th Rearrangement,**

   **PID: 16.124.0020 containing 15.49 acres**

**By: Clark A. Joslin**

Clark A. Joslin

**Authorized Signatory**

**Clark A. Joslin, #3369**
**Joslin & Moore Law Offices, PA**
**221 2nd Ave NW**
**Cambridge MN 55008**
**763-689-4101**

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# SCHEDULE B-I
# ALTA COMMITMENT

## Requirements

| | File Reference: 3369-2011-W0005-J6788 |
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The following are the requirements to be complied with:

1. A plat drawing or ALTA survey must be reviewed prior to issuance of any Title Insurance Policy pursuant to this Commitment. If the plat drawing or survey discloses any issues, this Commitment must be revised and the issues noted as exceptions on Schedule B-Section II.

2. If any construction of improvements upon the property were completed within the last 120 days the following is required: Sworn Construction Statement and Lien Waivers from all subcontractors, Agreement for hold harmless signed by the General Contractor and Owner. Further requirements may be issued upon review of the Sworn Construction Statement, if applicable.

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## SCHEDULE B-II
## ALTA COMMITMENT

### Exceptions

| | File Reference: 3369-2011-W0005-J6788 |
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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 hereof.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete survey of the Land and inspection of the Land.
4. Easements or claims of easements, not recorded in the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not recorded in the Public Records.
6. Drainage and utility easements as shown on the recorded plat of said Isanti Centennial Complex 5th Rearrangement.
7. Currently the parcel is tax exempt as municipally owned but there may be special assessments due as a result of improvements made by the City of Isanti to the parcel.