 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I - Requirements; and
 - (f) Schedule B, Part II – Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

Arbitration provision intentionally removed.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Corinne B Hauschild-Smet	Issuing Office: Title Consultants, Inc.
Issuing Office's ALTA® Registry ID: 1064626	Loan ID No.:
Commitment No.: 19-00348	Issuing Office File No.: 19-00348
Property Address: Vacant Land on Olinger Rd. and N. Crystal Lake Rd., Beaver Dam, WI 53916	

SCHEDULE A

1. Commitment Date: July 8, 2019 at 07:45 AM
2. Policy to be issued:
 - (a) ALTA Owners Policy (06/17/06)
 Proposed Insured: Purchaser under an Offer to Purchase with the vested owner as provided in paragraph 4, below
 Proposed Policy Amount: \$0.00
 - (b) ALTA Loan Policy (06/17/06)
 Proposed Insured: A Lender to be determined and its successors and/or assigns as their respective interests may appear.
 Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple
4. The Title is, at the Commitment Date, vested in:
Cynthia L. Nelson, as Personal Representative of the Estate of Joseph W. Reчек
5. The Land is described as follows:
See Schedule C attached hereto and made a part hereof.

Corinne B Hauschild Smet

Title Consultants, Inc.
211 S. Spring Street
Beaver Dam, WI 53916
920-887-1005

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 First American Title™	ALTA Commitment for Title Insurance
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Schedule BI & BII	

Commitment No.: 19-00348

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Personal Representative's Deed from Cynthia L. Nelson, as Personal Representative of the Estate of Joseph W. Reчек to Purchaser under an Offer to Purchase with the vested owner as provided in paragraph 4, conveying the Land.
 - b. Mortgage from Purchaser under an Offer to Purchase with the vested owner as provided in paragraph 4, below to A Lender to be determined and its successors and/or assigns as their respective interests may appear, securing the principal amount of \$0.00.
5. The proposed instrument should designate the property as nonhomestead; the grantor as single; or be joined in by the grantor's spouse.
6. The proposed insured lender must disclose the actual amount of the mortgage. The company reserves the right to add additional requirements upon said disclosure.
7. This commitment is issued upon the understanding that the amount of insurance will be increased to the amount of the sale price after said sale price has been determined by an executed Offer to Purchase and the additional premium will be billed at that time.
8. The company reserves the right to add additional requirements and/or exceptions upon disclosure of a Purchaser/Grantee by an executed Offer to Purchase.

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Schedule BI & BII (Cont.)	

Commitment No.: 19-00348

SCHEDULE B, PART II

Exceptions (Continued)

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:


1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
2. Easements, claims of easements or encumbrances that are not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflict in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien, or right to a lien, for services, labor, or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. 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.
6. The lien of the general real estate taxes for the year 2019 and thereafter.
7. The lien of any special assessments, taxes or charges.
8. Homestead, marital property or other rights of the spouse of the insured, if any, or rights of third parties claiming against, under or through said spouse. this exception does not apply to and is hereby deleted from the loan policy herein, if applicable.
9. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out or dedicated in any manner whatsoever.

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Schedule BI & BII (Cont.)	

Commitment No.: 19-00348

10. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out or dedicated in any manner whatsoever, for Ollinger Road and N. Crystal Lake Road.
11. Drainage rights and rights of way by reason of any drainage ditches, feeders, laterals and underground drain tile or pipes that may be located on the subject premises.
12. Rights of tenant(s), if any, under unrecorded lease(s) (including any rights of said lessee(s) as owner of any tenants fixtures located on the demised premises and any liens on such tenants fixtures).
13. Dodge County Drainage District No. 2 and assessments resulting therefrom, if any.
14. Electric Line Easement by Wisconsin Power and Light Company, a Wisconsin corporation, its successors and assigns dated March 23, 29154 and recorded April 5, 1954 at 8:00 am in Volume 285 of Deeds at Page 356 as Document No. 437958.
15. Conveyance of Rights in Land by Wisconsin Power & Light Company to State of Wisconsin, Department of Transportation, Division of Highways and Transportation Services dated August 26, 1994 and recorded September 19, 1994 at 9:55 am in Volume 826 of Records on Page 43 as Document No. 799297.
16. Rights as contained in Award of Damages on laying out a Highway as recorded January 17, 1997 at 3:24 pm in Volume 909 of Records, Pages 181-193 as Document No. 839140 and Affidavit correcting legal as recorded December 10, 1998 at 10:46 am in Volume 1005 of Records on Pages 20-22 as Document No. 879646.
17. Order laying out and altering Ollinger Road recorded January 17, 1997 at 3:24 pm in Volume 909 of Records on Pages 177-180 as Document No. 839139.
18. Ameritech Exclusive Easement as recorded May 20, 1999 at 9:16 am in Volume 1032 of Records on Page 74 as Document No. 891178.
19. Easements, Restrictions and Other Matters as disclosed on Certified Survey Map No. 5859.
20. Rights of the public in any submerged portion of the subject premises lying below the ordinary highwater mark of the Crystal Creek.


This policy does not insure the exact location of any portion of the land created by gradual buildup of the shore (accretion) or the lowering of the water level (reliction), the title to land cut off by a change in the course of the water body (avulsion), or ownership of artificially filled land.
21. This commitment does not insure against judgments and/or liens which may appear of record against the unnamed proposed Owner(s). Said judgments and/or liens, if any, will be made part of the commitment after the name(s) of said proposed owner(s) are disclosed to us.

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Schedule BI & BII (Cont.)	

Commitment No.: 19-00348

For Informational Purposes Only:

2018 Real Estate Taxes are PAID in the amount of \$236.49.

Total Gross Taxes in the amount of \$260.71.

Special Assessments for Garbage Collection PAID in the amount of \$152.85.


Tax Key No: 004-1214-2744-000

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Schedule C	

Commitment No.: 19-00348

LEGAL DESCRIPTION

The Land referred to in this policy is described as follows:

Lot 2 of Certified Survey Map No. 5859 as recorded in Volume 39 of Certified Surveys on Pages 64 and 65 as Document No. 1059992; being a part of the Southeast ¼ of the Southeast ¼ of Section 27, Township 12 North, Range 14 East, Town of Beaver Dam, Dodge County, Wisconsin.

Excepting therefrom lands as described in Document No. 1258541 and corrected by Document No. 1258934.

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