



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

Issuing Agent: TitleVest Agency, LLC  
Issuing Office: 110 E. 42nd Street, 10th Floor, New York, NY 10017  
Issuing Office's ALTA® Registry ID: 1153349  
Commitment Number: TWI914475  
Issuing Office File Number: TWI914475  
Property Address: 806 Monroe Street, Sheboygan Falls, WI 53085  
Revision Number:

**SCHEDULE A**

1. Commitment Date: September 27, 2023 at 8:00 a.m.
2. Policy to be issued:
  - a. ALTA® Standard Owner's Policy  
Proposed Insured: TBD  
Proposed Amount of Insurance: \$1,000.00  
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:  
  
Fee
4. The Title is, at the Commitment Date, vested in:  
  
Wells Fargo Bank, National Association, formerly known as Wells Fargo Bank Wisconsin, National Association, which acquired title from Wisconsin Associates Limited Partnership, a Massachusetts limited partnership, by Special Warranty Deed dated March 18, 2002 and recorded on May 13, 2002 in Book 1989, Page 923.
5. The Land is described as follows:  
  
See Exhibit A attached hereto and made a part hereof

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.*

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Commitment No.: TWI914475

Revision No.:

### 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. Warranty Deed from Wells Fargo Bank, National Association to TBD.

The proposed instrument should either designate the subject property as non-homestead, identify the grantor as unmarried, or be joined in by the grantor's spouse and have their marital status typed thereon.

5. Tax Account Number: 59282-900710  
City Tax: City of Sheboygan Falls

Tax Year: 2022 – Annual  
Amount: \$11,724.64 – PAID

6. Authority documents for all parties executing documents including the following:

Company requires for its review copy of articles of incorporation and bylaws, satisfactory resolution of board of directors authorizing proposed transaction, shareholders resolution where applicable, and good standing certificate evidencing that the corporation is in good standing in state of its incorporation. At the time the company is furnished these items, company may make additional requirement or exceptions.

7. NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off record encumbrance, lien, or other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit.

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8. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows: NONE

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Form 50126055 (5-25-22)



Commitment No.: TWI914475

Revision No.:

### SCHEDULE B, PART II—Exceptions

**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 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. 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.
6. The lien of the general real estate taxes for the year 2023 and thereafter.
7. The lien of any special assessments, taxes or charges.
8. Any inaccuracy in area, square footage, or acreage of land described in Schedule A or attached plat, if any. Company DOES NOT insure area, square footage, or acreage of land.
9. Temporary Construction Easement from Wells Fargo Bank, National Association, to City of Sheboygan Falls, a Wisconsin municipal corporation dated April 10, 2014 and recorded on April 14, 2014 in Instrument No: 1984779.

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10. Memorandum of Lease by and between Wisconsin Associates Limited Partnership, a Massachusetts limited partnership and Norwest Corporation, a Delaware corporation dated January 2, 1998 and recorded on June 4, 1998 in Book 1581, Page 107.
11. Memorandum of Lease by and between Wisconsin Associates Limited Partnership, a Massachusetts limited partnership and Citizens Bancorporation, a Wisconsin corporation dated February 10, 1984 and recorded on February 15, 1984 in Book 953, Page 482.
12. Rights of tenants or parties in possession, if any.

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## EXHIBIT A

The Land referred to herein below is situated in the County of Sheboygan, State of Wisconsin, and is described as follows:

ALL OF LOT 10, AND PARTS OF LOTS 2,3, AND 11, BLOCK 8, OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN FALLS, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 10, THENCE N 20°-00'-00" W, ALONG THE WESTERLY LINE OF BUFFALO STREET, 102.76', THENCE S 69°-27'-40" W. 239.23' TO THE WESTERLY LINE OF SAID BLOCK 8, THENCE S 19°-53'-14" E. ALONG SAID WESTERLY LINE, 74.26' TO THE NORTHERLY LINE OF MONROE STREET (S.T.H. "28"), THENCE N 82°-40'-40" E. ALONG SAID NORTHERLY LINE, 122.35', THENCE N 69°-41'-30" E ALONG SAID NORTHERLY LINE, 120.00' TO THE POINT OF BEGINNING, BEING A TRACT OF LAND CONTAINING 0.53 ACRES OF LAND. ALSO AN EASEMENT FOR JOINT USE DESCRIBED AS PARTS OF LOTS 1 AND 2, BLOCK 8, ORIGINAL PLAT OF THE CITY OF SHEBOYGAN FALLS AND PART OF LOT 15, BLOCK 3, ASSESSMENT SUBDIVISION NO. 7, OF THE CITY OF SHEBOYGAN FALLS, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 2, BLOCK 8, ORIGINAL PLAT OF THE CITY OF SHEBOYGAN FALLS, THENCE S 20°-13'-45" E. 29.80' ALONG THE WEST LINE OF SAID BLOCK 8 TO THE NORTHERLY RIGHT-OF-WAY LINE OF MONROE STREET (S.T.H. "28"), THENCE S 82°-09'-15" W, 23.00' ALONG SAID RIGHT-OF-WAY LINE TO THE TRUE POINT OF BEGINNING, THENCE N 20°-13'-45" W, 102.00' PARALLEL TO SAID WEST LINE OF BLOCK 8, THENCE N 69°-46'-15" E, 43.00', THENCE S 20°-13'-45" E, 33.50' THENCE N 69°-06'-50" E, 25.00', THENCE N 20°-13'-45" E, 58.20', THENCE S 69°-46'-15" W, 93.00', THENCE S 20°-13'-45" E, 121.50' TO THE SAID NORTHERLY RIGHT-OF-WAY LINE OF MONROE STREET, THENCE N 82°-09'-15" E, 25.60' TO THE POINT OF BEGINNING.

Being the same property conveyed to Wells Fargo Bank Wisconsin, National Association, from Wisconsin Associates Limited Partnership, a Massachusetts limited partnership, by Special Warranty Deed dated March 18, 2002 and recorded on May 13, 2002 in Book 1989, Page 923.

APN: 59282-900710

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**ALTA 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 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, First American Title Insurance Company, a Nebraska 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.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, 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.

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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.
  
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.
  
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.

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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.
  - 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.
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.

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