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(reserved for recording)

### ASSESSMENT AGREEMENT

THIS ASSESSMENT AGREEMENT (this “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **City of Ramsey**, Minnesota, a Minnesota municipal corporation (“City”), and **Pearson Properties of Ramsey, LLC**, a Minnesota limited liability company (“Pearson Properties”).

#### Recitals

- A. Pearson Properties is the owner of fee title to the Property, as defined in Exhibit A, attached hereto.
- B. Pearson Properties desire to have certain public improvements constructed to serve the Property as described in Exhibit B (the “Improvement Project”). Concept level plans and specifications for the Improvement Project are completed.
- C. Pearson Properties desire to have the City construct the Improvement Project without notice of hearing or hearing on the special assessments levied to finance the Improvement Project, and to levy **\$190,271.61** of the cost of the Improvement Project against the Property.
- D. The City is willing to construct the Improvement Project without certain notices or hearings, provided that assurances and covenants stated below are made by Pearson Properties to ensure that the City will have valid and collectable special assessments as they relate to the Property.
- E. Were it not for the assurances and covenants provided in this Agreement, the City would not construct the Improvement Project and is doing so at the behest, and for the benefit, of Pearson Properties.

## Agreement

In consideration of the recitals stated above, the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. Recitals Incorporated. The recitals stated above are hereby incorporated into this Agreement and made a part of this Agreement by reference.
2. Petition. Pearson Properties hereby petition the City for construction of the Improvement Project.
3. Authority.
  - a. Pearson Properties represents and warrants that it is the owner of 100 percent of the Property as described in Exhibit A, that it has full legal authority to encumber the Property as provided in this Agreement, and that as of the date of this Agreement, it has fee simple absolute title in the Property, which is not subject to any liens, interests or encumbrances, except as listed in Exhibit E.
4. Waiver of Hearings. Pearson Properties waive notice of hearing and hearing pursuant to Minn. Stat. section 429.031, on the Improvement Project, notice of hearing and hearing on the special assessments levied to finance the Improvement Project pursuant to Minn. Stat. section 429.061, and any notice of hearing or procedure specified under the City Charter, and specifically requests that the Improvement Project be constructed and special assessments be levied against the Property without hearings.
6. Waiver. Pearson Properties waives the right to appeal the levy of the special assessments pursuant to Minn. Stat. section 429.081, and further specifically agrees with respect to such special assessments that:
  - a. Any requirements of Minn. Stat. chapter 429 or the City Charter with which the City does not comply are hereby waived;
  - b. The increase in fair market value of the Property resulting from construction of the Improvement Project will be at least equal to the cost of the Improvement Project as set forth herein, and that such increase in fair market value is a special benefit to the Property;
  - c. Assessment of the above-specified cost of the Improvement Project against the Property is reasonable, fair and equitable and there are no other properties against which such cost should be assessed.
7. No Deferral. Pearson Properties represents and warrants that the Property is not so classified for tax purposes as to result in deferral of the obligation to pay special assessments, and Pearson Properties agrees that it will take no action to secure such tax status of the Property during the term of this Agreement.
8. Assessment. Pearson Properties request that **\$215,213.54** of the actual cost of the Improvement Project be assessed against the Property as detailed in Exhibit C and Exhibit D.

9. Payment of Assessment.

- a. No annual or semi-annual assessment payments are required until the Pearson Properties parcel is sold. Interest shall accrue on the assessment. The fixed interest rate applied to the Assessment shall be set at the ten (10) year U.S. Treasury rate on the date of this agreement plus 2 percent. Certified assessments shall be paid in full upon transfer of ownership of the Pearson Properties parcel.

10. Collateral.

- a. No additional collateral required.

11. Successors and Assigns. The covenants, waivers and agreements contained in this Agreement shall bind the successors and assigns of Pearson Properties and shall run with the Property and bind all its successors in interest. It is the intent of the parties hereto that this Agreement be in a form that is recordable in the land records of Anoka County, Minnesota, and they agree to make any changes in this Agreement that may be necessary to effect the recording of this Agreement against the title to the Property.

12. Termination. This Agreement shall terminate upon the final payment of all special assessments levied against the Property from the Improvement Project. The City shall then execute and deliver such documents, in recordable form, as are necessary to extinguish its rights hereunder.

13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute a single agreement.

**CITY OF RAMSEY**

By: \_\_\_\_\_  
Its: Mayor

ATTEST

By: \_\_\_\_\_  
Its: City Administrator

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF ANOKA )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Mark E. Kuzma and Kurtis G. Ulrich, the Mayor and City Administrator, respectively, of the City of Ramsey, a Minnesota municipal corporation pursuant to the authority granted by its City Council.

\_\_\_\_\_  
Notary Public

PEARSON PROPERTIES OF RAMSEY, LLC

By: Alan R Pearson  
Its: Pres

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF Anoka )

On this 16 day of March, 2022, before me a Notary Public within and for said County, personally Alan R. Pearson, to me personally known, who each by me duly sworn, did say that he is the President of Pearson Properties of Ramsey, LLC, a limited liability corporation under the laws of the State of Minnesota, acknowledged said instrument to be the free act and deed of said corporation.

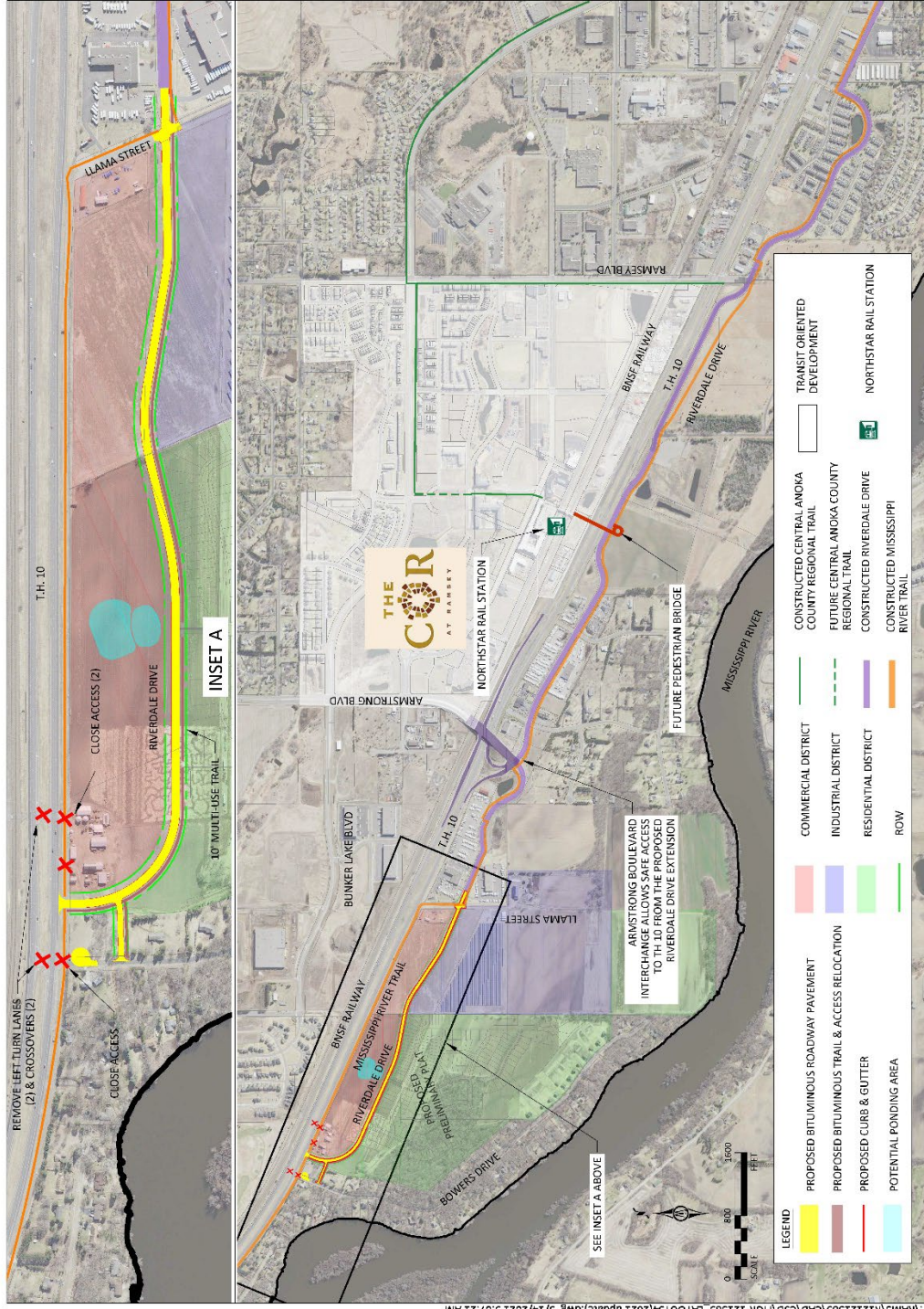
Marsha M Weidner  
Notary Public





# EXHIBIT B

## Improvement Project



## EXHIBIT C

### Approved Share Framework/Preliminary Assessment Roll

**Approved Framework 10.26.21 Res. #21-185 Solving for 350K Tree Preservation with HRA and PIR Funding**

**City/Grant Fully Funding County Parcel      Project Costs (including ROW)**

Area Description	Cost Allocation	Lineal Footage	%	City %	Capstone %	Pearson%
County Parcel	\$612,226	1532	35.89%	100%	0	0
County ROW DRAFT	<b>\$283,000</b>	0	0	100%		
Pearson Parcel	\$979,881	2452	57.44%	52.5%	0.0%	47.5%
Bowers Drive Modifications	\$113,893	285	6.68%	100%	0	0
<b>Total</b>	<b>\$1,989,000</b>	<b>4269</b>	<b>100.00%</b>			

\*\*Note: utilities not included - paid for by Trunk Fees\*\*

Sources of Funds						
	County Parcel	Pearson Parcel	%	Bowers Drive	Total	Project %
MnDOT Grant	\$612,000	\$0			\$612,000	30.8%
City Contribution (HRA)	\$283,226	\$514,242	52.5%	\$113,893	\$911,361	45.8%
Pearson Contribution		\$465,639	47.5%		\$465,639	23.4%
Capstone Contribution		\$0	0.0%		\$0	0.0%
	\$895,226	\$979,881	100.0%		\$1,989,000	100.0%

Uses (Project Costs)						
	County Parcel	Pearson Parcel	%	Bowers Drive	Total	Project %
Portion of Overall Project	35.9%	57.4%		6.7%	100.0%	
Road, Trail, Storm	\$612,226	\$979,881		\$113,893	\$1,706,000	
ROW	\$283,000				\$283,000	
	\$895,226	\$979,881		\$113,893	\$1,989,000	

County Parcel + ROW =	\$895,226					
				Funding Gap	\$0	1/3 of funding gap \$0.00

Public vs. Private Dollars		
Private (Capstone + Pearson)	\$465,639	23%
Public (City + MnDOT)	\$1,523,361	77%
	<u>\$1,989,000</u>	

Capstone / Pearson Agreement*	Party	Assessment Amt	%
Private Pearson Parcel Total	Capstone	\$239,875	34%
\$465,639	Pearson	\$465,639	66%

\* Assessment amounts based on lineal footage along Riverdale Drive Pearson and Capstone

Capstone Tree Preservation Credit (Pearson)	\$ 239,875	HRA	Pay for Capstone Assessment (above)
Additional City Contribution (to Capstone)	\$ 110,125	PIR	Payment to Capstone
<b>Tree Preservation Reconciliation</b>	<b>\$ 350,000</b>		

Difference from 1.26.21			
Total City Contribution**	\$ 911,361	\$235,841	
Total Grant Contribution	\$ 612,000	\$(638,000)	
ROW Cost Estimate	\$ 283,000	\$(667,000)	
Project Costs Less County ROW	\$ 1,706,000	\$ 31,000	

\*\* This includes 350 K Tree Preservation

**EXHIBIT D**

**Example Payment Schedule**

Calculation is based on start date of 3/22/22 284 days of interest first year				
Pearson Properties of Ramsey, LLC-Outlot B				
Non-bonded 10-year treasury 2.14+ 2 basis points =4.14%				
Chart below is for informational purposes only.				
		4.140%	Cumulative	Principal
		Interest	Pay-Off Balance	Balance
<b>If Assessment paid in full by Dec 31:</b>				<b>215,213.54</b>
	<b>2022</b>	6,932.59	222,146.13	215,213.54
	<b>2023</b>	8,909.84	231,055.97	215,213.54
	<b>2024</b>	8,909.84	239,965.81	215,213.54
	<b>2025</b>	8,909.84	248,875.65	215,213.54
	<b>2026</b>	8,909.84	257,785.49	215,213.54
	<b>2027</b>	8,909.84	266,695.33	215,213.54
	<b>2028</b>	8,909.84	275,605.17	215,213.54
	<b>2029</b>	8,909.84	284,515.01	215,213.54
	<b>2030</b>	8,909.84	293,424.85	215,213.54
	<b>2031</b>	8,909.84	302,334.69	215,213.54
<b>Total</b>		\$ 87,121.15		

Exhibit E

Liens and Encumbrances

stewart title



163412-1180

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY 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 EXTRA-CONTRACTUAL 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, STEWART TITLE GUARANTY COMPANY, a Texas 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.

Countersigned by:

  
Dennis J. Unger, Vice President

Authorized Countersignature

Land Title, Inc.

Company Name

Roseville, MN

City, State





Matt Morris  
President and CEO



Denise Carraux  
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. 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; and a countersignature by the Company or its Issuing agent that may be in electronic form.*

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LT File No. : 650013

008-UN ALTA Commitment For Title Insurance 8-1-16

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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;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature 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.
- (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.

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- (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**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Transaction Identification Data for reference only:**

Issuing Agent: Land Title, Inc.  
Issuing Office: 2200 County Road C West, Suite 2205, Roseville, MN 55113  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: 650013  
Issuing Office File Number: 650013  
Property Address: 0 Unassigned, Ramsey, MN 55303

1. Commitment Date: October 18, 2021 at 7:00 am

2. Policy to be issued:

(a)  2006 ALTA® Owner's Policy (6-17-06)  
Proposed Insured: Capstone Homes, Inc., a Minnesota corporation

Proposed Policy Amount: \$

(b)  2006 ALTA® Loan Policy (6-17-06)

Proposed Insured:  
Proposed Policy Amount: \$

(c)  \_\_\_\_\_ ALTA® \_\_\_\_\_ Policy

Proposed Insured:  
Proposed Policy Amount: \$

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:

Parcels 1 and 2:  
Pearson Properties of Ramsey, LLC, a Minnesota limited liability company

Parcel 3:  
Alan R. Pearson and Elizabeth J. Pearson, Trustees of the Alan R. Pearson Revocable Trust u/a dated April 7, 2005.

Parcel 4:  
Alan R. Pearson and Elizabeth J. Pearson, Trustees of the Elizabeth J. Pearson Trust u/a dated April 7, 2005

5. The Land is described as follows:

See Attached Exhibit A.

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Abstract Property  
Anoka County, State of Minnesota

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Commitment Number: 650013

**EXHIBIT A**

Parcel 1:  
Outlot B, Pearson Place, Anoka County, Minnesota.

Parcel 2:  
That part of the Northwest Quarter of the Northwest Quarter of Section 29, Township 32, Range 25, Anoka County, Minnesota, lying southerly of U.S. Highway 10 and 169.

Parcel 3:  
Lot 2, Block 3, Pearson Place, Anoka County, Minnesota.

Parcel 4:  
Lot 1, Block 3, Pearson Place, Anoka County, Minnesota.

Abstract Property

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Commitment Number: 850013

**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

- A. 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.
- B. Pay the agreed amount for the estate or interest to be insured.
- C. Pay the premiums, fees, and charges for the Policy to the Company.
- D. 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.
- E. The record does not disclose any open mortgages. Confirmation of this must be made prior to closing.
- F. Affidavit stating that Alan R. Pearson referenced as grantee in Warranty Deed filed as Document Number 819022 and R. Alan Pearson referenced as grantor in Warranty Deed filed as Document Number 1971756.001 are one and the same person. (Parcel 3).
- G. Satisfactory evidence of the authority of the person(s) signing on behalf of Pearson Properties of Ramsey, LLC, a Minnesota limited liability company is required prior to closing.
- H. Warranty Deed from Pearson Properties of Ramsey, LLC, a Minnesota limited liability company, to Capstone Homes, Inc., a Minnesota corporation. (Parcels 1 and 2)
- I. A Certificate of Trust in regards to the Alan R. Pearson Revocable Trust u/a dated April 7, 2005, along with an Affidavit of Trustee, is required in support of the conveyance.
- J. Trustee's Deed from Alan R. Pearson and Elizabeth J. Pearson, Trustees of the Alan R. Pearson Revocable Trust u/a dated April 7, 2005., to Capstone Homes, Inc., a Minnesota corporation.
- K. A Certificate of Trust in regards to the Elizabeth J. Pearson Trust u/a dated April 7, 2005, along with an Affidavit of Trustee, is required in support of the conveyance.
- L. Trustee's Deed from Alan R. Pearson and Elizabeth J. Pearson, Trustees of the Elizabeth J. Pearson Trust u/a dated April 7, 2005, to Capstone Homes, Inc., a Minnesota corporation.
- M. The standard form of Seller's and/or Purchaser's Affidavit, satisfactory to the Company, will be required.

INFORMATIONAL NOTE: Title is vested in Pearson Properties of Ramsey, LLC, a Minnesota limited liability company as evidenced by Warranty Deed dated December 28, 2004, filed December 29, 2004 as Document Number [1971756.001](#). (Parcels 1 and 2)

INFORMATIONAL NOTE: Title is vested in Alan R. Pearson and Elizabeth J. Pearson, Trustees of the Alan R. Pearson Revocable Trust u/a dated April 7, 2005 as evidenced by Warranty Deed dated January 25, 2019, filed

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Commitment Number: 650013

January 28, 2019 as Document Number [2219380.004](#). (Parcel 3)

INFORMATIONAL NOTE: Title is vested in Alan R. Pearson and Elizabeth J. Pearson, Trustees of the Elizabeth J. Pearson Trust u/a dated April 7, 2005 as evidenced by Warranty Deed dated January 25, 2019, filed January 28, 2019 as Document Number [2219380.005](#). (Parcel 4)

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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Commitment Number: 650013

**SCHEDULE B, PART II  
Exceptions**

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 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.

**NOTE: Upon closing with Land Title, Inc., Item 1 on Schedule B, Part II will be deleted. The Final Policy will extend coverage as to the gap between the Effective Date listed in Item 1 of Schedule A and the date of recording of the instruments creating the interest to be insured.**

2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements or claims of easements, which are not shown by 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 shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the records.
7. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs).
8. No coverage is provided for municipal code compliance matters and fees including, but not limited to, utilities, right of way maintenance, water or sewer services, or fees for tree, weeds, grass, and snow or garbage removal, police boarding, vacant building registration and zoning.

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

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Commitment Number: 650013

9. Any lease, grant, exception or reservation of minerals or mineral rights appearing in the public records.

10. Tax I.D. No.: 293225230004 (UL)

Taxes for the year 2021: \$700.66, Total, are 1st 1/2 Paid, 2nd 1/2 Due, plus penalty on unpaid taxes,  
Base Tax \$700.66  
(Homestead).

Tax I.D. No.: 293225220003 (UL)

Taxes for the year 2021: \$2,899.22, Total, are 1st 1/2 Paid, 2nd 1/2 Due, plus penalty on unpaid taxes,  
Base Tax \$2,899.22  
(Homestead).

Tax I.D. No.: 303225110032 (UL)

Taxes for the year 2021: \$2,452.76, Total, are 1st 1/2 Paid, 2nd 1/2 Due, plus penalty on unpaid taxes,  
Base Tax \$2,428.74  
(Homestead).

Tax I.D. No.: 303225110031 (UL)

Taxes for the year 2021: \$2,934.14, Total, are 1st 1/2 Paid, 2nd 1/2 Due, plus penalty on unpaid taxes,  
Base Tax \$2,910.12  
(Homestead).

NOTE: 1st Half Taxes are payable on or before May 15th and 2nd Half Taxes are payable on or before  
October 15th.

11. Levied and pending special assessment searches have been ordered.

12. Rights of tenants in possession as tenants only under unrecorded leases.

13. Easement in favor of Rural Cooperative Power Association filed in Book 302, page 118 as Document  
Number [153924](#). (Parcels 1 and 2)

NOTE: Assignment to Anoka Electric Cooperative (now known as Connexus Energy) filed in Book 409,  
page 39 as Document Number [186675](#).

NOTE: Partial Release filed as Document Number [2170673.001](#).

14. Resolution Granting Approval of the Final Plat and Development Agreement for Pearson Place filed as  
Document Number [2186615.001](#). (Parcels 1, 3 and 4)

15. Resolution No. 20-139 filed as Document Number [2274986.001](#). (Parcel 1)

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16. Restrictions of Access to Minnesota State Highway No. 10 as referenced on the recorded plat of [Pearson Place](#). (Parcels 3 and 4)
17. Declaration of Access Easement filed as Document Number [2090228.006](#). (Parcel 3)
18. Terms and conditions of Development Agreement dated November 17, 2017, filed November 17, 2017 as Document Number [2186615.003](#). (Parcels 1, 3, and 4)
19. Declaration of Covenants, Conditions, and Restrictions for Riverstone filed July 28, 2017 as Document Number [2176959.005](#), amended by Document Number [2183604.001](#), [2189331.001](#), and [2282641.001](#). (Parcels 1, 2, and 3 are shown as additional property)
20. The following matters disclosed by [Boundary Survey](#) dated June 30, 2020 by Carlson McCain Job No. 2086:
  - (a) Light Pole, Billboard, Electric Meter and Sign lie Southerly of the South Mndot Right of Way line.
  - (b) Guy wire lies Easterly of the Northwest Property line.
21. If there are any questions regarding this Commitment, please contact Nate Schultz at (651) 697-6161 or by email at [nschultz@landtitleinc.com](mailto:nschultz@landtitleinc.com).

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