 <b>First American</b>  <b>SCHEDULE A</b>	ALTA Commitment for Title Insurance
	ISSUED BY <b>Florence County Abstract Company</b>
	Telephone Number (715) 528-3272 Email: <a href="mailto:brent@borderlandnet.net">brent@borderlandnet.net</a>

**SCHEDULE A**

**File Number:** FL-13469

**Commitment Date** April 2, 2024

Effective Time 8:00 A.M.

**1. Policy or Policies to be issued:**

<b>ALTA® Owner's Policy</b>	<b>Amount \$</b>
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**Proposed Insured:** A legally qualified purchaser to be named

<b>ALTA® Loan Policy</b>	<b>Amount \$</b>
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**Proposed Insured:**

**2. The estate or interest in the Land described or referred to in this Commitment is**

**FEE SIMPLE**

**3. The Title is, at the Commitment Date, vested in:**

Robert Gunville, Jr. a/k/a Robert R. Gunville, Jr. a/k/a Robert Richard Gunville, Jr., debtor in possession under Case No. 2019bk90217 pending the U.S. Bankruptcy Court for the Western District of Michigan.


**4. The Land is described as follows:**

See Exhibit 1 attached hereto

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 <p><b>First American</b></p> <p><b>EXHIBIT 1</b></p>	<p><b>ALTA Commitment for Title Insurance</b></p>
	<p>ISSUED BY</p> <p><b>Florence County Abstract Company</b></p>
	<p><b>Telephone Number (715) 528-3272</b></p> <p><b>Email: <a href="mailto:brent@borderlandnet.net">brent@borderlandnet.net</a></b></p>

File Number: FL-13469

Parcel #1:

A parcel of land located in the Northwest Quarter of Northwest Quarter (NW 1/4 of NW 1/4) of Section Ten (10), Township Thirty-eight (38) North, Range Twenty (20) East; Village (now City) of Niagara, Marinette County, Wisconsin, more particularly described as follows:

Commencing at the Northwest Corner of Section Ten (10), Township Thirty-eight (38) North, Range Twenty (20) East; thence running South 00°05' West along the West line of Section 10 for a distance of 180.85 feet; thence running South 75°38' East for a distance of 483.10 feet to an iron pipe marking the POINT OF BEGINNING of the parcel to be described; thence running North 00°05' East for a distance of 205.45 feet to an iron pipe located on the curved South line of the existing Public Road; thence running along said curved right-of-way line the long chord of which bears South 63°37' East for a long chord distance of 454.64 feet to Point of tangent; thence running South 60°34' East along the southerly line of the existing Public Road for a distance of 502.3 feet; thence running South 00°04' West for a distance of 530.70 feet; thence running North 71°05' West for a distance of 178.86 feet; thence running North 28°36'30" West for a distance of 586.72 feet; thence running North 62°59' West for a distance of 442.9 feet to the POINT OF BEGINNING.

AND

A parcel of land located in the Northwest Quarter of Northwest Quarter (NW 1/4 of NW 1/4) of Section Ten (10), Township Thirty-eight (38) North, Range Twenty (20) East; Village (now City) of Niagara, Marinette County, Wisconsin, more particularly described as follows:

Commencing at the Northwest Corner of Section Ten (10), Township Thirty-eight (38) North, Range Twenty (20) East; thence running South 16°12'20" East for a distance of 609.91 feet; thence running North 72°27'40" East for a distance of 467.19 feet to an iron bar marking the POINT OF BEGINNING of the parcel to be described; thence running South 72°27'40" West for a distance of 217.0 feet to an iron bar; thence running South 17°32'40" East for a distance of 667.35 feet to an iron bar; thence running South 87°18' East for a distance of 703.40 feet to an iron bar; thence running North 0°04' East for a distance of 105.0 feet; thence running North 71°05' West for a distance of 178.86 feet; thence running North 28°36'30" West for a distance of 586.72 feet; thence running North 62°59' West for a distance of 245.70 feet; thence running South 27°01' West for a distance of 60 feet more or less to the POINT OF BEGINNING; EXCEPTING THEREFROM that part described in Jacket 3589, Image 40.

Parcel #2:

That part of the Northwest Quarter of Northwest Quarter (NW 1/4 of NW 1/4) of Section Ten (10), Township Thirty-eight (38) North, Range Twenty (20) East, Village (now City) of Niagara, Marinette County, Wisconsin, more particularly described as:

Commencing at the Northwest corner of said forty; thence South 16°12'20" East 609.91 feet; thence North 72°27'40" East, 33.01 feet, to an iron pin on the Northeast right-of-way line of Tyler Road, at the POINT OF BEGINNING; thence continuing North 72°27'40" East, 434.19 feet, to an iron pin, on the Southwest

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**EXHIBIT 1**  
**(Continued)**

line of the former "Woodyard Road" thence North 61°03'20" West, on said Southwest road line, 248.32 feet; thence Northwesterly, on a 261.9 foot radius curve concave to the left, with a long chord bearing North 73°09'20" West, 169.32 feet, a distance of 172.41 feet; thence South 88°02'30" West, on said Southwest road line, 127.70 feet, to said Northeast line of Tyler Road; thence South 17°26'45" East, on said Northeast line, 309.93 feet, to the POINT OF BEGINNING.


Parcel #3:

Lot One (1) and the North 100 feet of Lot Two(2) of Certified Survey Map No. 2505, recorded in Volume 16 of Certified Survey Maps, Pages 236-238, Document No. 668281, City of Niagara, Marinette County, Wisconsin, EXCEPTING THEREFROM Tyler Road

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 <p><b>First American</b></p> <p><b>SCHEDULE B-I</b> (B-I REQUIREMENTS)</p>	<p><b>ALTA Commitment for Title Insurance</b></p>
	<p>ISSUED BY <b>Florence County Abstract Company</b></p>
	<p>Telephone Number (715) 528-3272 Email: <a href="mailto:brent@borderlandnet.net">brent@borderlandnet.net</a></p>

File Number: FL-13469


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.
  1. Deed from The Trustee of the bankruptcy estate of Robert Richard Gunville, Jr., Debtor in Case No. 2019bk90217, to A legally qualified purchaser to be named.
  2. Order of bankruptcy court in the above case, after a hearing, authorizing the sale of the Land by the trustee free and clear of all liens, pursuant to Section 363(f) of the Code. The order must name the liens which will be removed and which will attach to the proceeds of sale. We must be provided with a copy of the notice to creditors, proof of mailing to all creditors, and the signed order. Said order should be recorded in the Marinette County Register of Deeds Office.
  3. The amount of insurance shown in Paragraph 1 of Schedule A hereof must be increased in an amount equivalent to the full value of the subject premises before the policy will be issued. At such time an additional charge will be made in conformity with established rates.

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 <p><b>First American</b></p> <p><b>SCHEDULE B-II</b> (B-II EXCEPTIONS)</p>	<p><b>ALTA Commitment for Title Insurance</b></p>
	<p>ISSUED BY <b>Florence County Abstract Company</b></p>
	<p>Telephone Number (715) 528-3272 Email: <a href="mailto:brent@borderlandnet.net">brent@borderlandnet.net</a></p>

**File Number: FL-13469**

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 circumstances 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 2023 and thereafter.
7. The lien of any special assessments, special taxes or special charges.
8. Liens or deferred charges not shown on the tax roll for installations and connections of water and sewer laterals, mains and service pipes.
9. Unpaid taxes for the years of 2016, 2017, 2018, 2019, 2020, 2021, 2022 and 2023 in the sum of exclusive of fee and interest, as to Tax Key #261-00089.002.
10. Unpaid taxes for the years of 2016, 2017, 2018, 2019, 2020, 2021, 2022 and 2023 in the sum of exclusive of fee and interest, as to Tax Key #261-00089.004.

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**SCHEDULE B-II**  
**(CONTINUED)**

**File Number: FL-13469**

11. Unpaid taxes for the years of 2016, 2017, 2018, 2019, 2020, 2021, 2022 and 2023 in the sum of exclusive of fee and interest, as to Tax Key #261-00089.013
12. 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 street, highway and/or alley purposes.
13. Easements and rights incidental thereto in connection with the continued use and right of entrance, maintenance, construction and repair of municipal or utility facilities as may exist underground or overground in or on that portion of the subject premises which were formerly a part of street now vacated (discontinued) pursuant to Wis. Stat. 66.1005(2)(a).
14. Covenants, conditions, restrictions and easements as set forth in instrument recorded October 06, 1953, in Volume/Jacket/Reel 214, on Page/Image 228, as Document No. 272913.

NOTE: Said document was amended by Resolution recorded January 24, 1977 in Volume 457, Page 436, Document No. 388579.

15. Covenants, conditions, restrictions and easements as set forth in instrument recorded October 11, 1979, in Volume/Jacket/Reel 0465, on Page/Image 45, as Document No. 411097.
16. Covenants, conditions, restrictions and easements as set forth in instrument recorded September 15, 1981, in Jacket 0895, on Image 39, as Document No. 423358.
17. Easement by an instrument  
Recorded: May 08, 1951  
Volume: 202  
Page: 321  
Document No.: 264495
18. Easement by an instrument  
Recorded: July 15, 1985  
Volume/Jacket/Reel: 1840  
Page/Image: 46  
Document No.: 450855
19. Easement by an instrument  
Recorded: May 02, 2016  
Document No.: 803012

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## SCHEDULE B-II

### (CONTINUED)

File Number: FL-13469

20. Mortgage from Robert R. Gunville, Jr. and Judith M. Gunville, as husband and wife, to Kinetic Leasing Inc. in the originally stated amount of \_\_\_\_\_ dated June 2, 2016, and recorded in the office of the Register of Deeds for Marinette County, Wisconsin, on June 27, 2016, as Document No. 804482.
21. Transcript Judgment from United States of America District Court-Eastern District of Wisconsin  
Against: Gunville Trucking Inc. and Robert Gunville Jr.  
Creditor: Northland Capital Financial Services, LLC  
Docketed: June 14, 2019  
In the sum of: \$129,279.04, damages and costs  
Case No.: 19TJ18  
Attorney: Kristin Beilke
22. Transcript Judgment from Waukesha County  
Against: Gunville Trucking Inc. and Robert F. Gunville a/k/a Robert F. Gunville Jr.  
Creditor: Wisconsin Lift Truck Corp.  
Docketed: October 09, 2020  
In the sum of: \$3,222.70, damages and costs  
Case No.: 20TJ19  
Attorney: Darrell Robert Zall
23. Delinquent Unemployment Tax Lien  
Against: Robert Gunville  
In favor of Wisconsin Department of Industry, Labor and Human Relations/Department of Workforce Development  
Docketed: September 19, 2016  
In the sum of: \$118,423.56  
As No.: 16WC19
24. Delinquent Unemployment Tax Lien  
Against: Robert Gunville  
In favor of Wisconsin Department of Industry, Labor and Human Relations/Department of Workforce Development  
Docketed: April 20, 2017  
In the sum of: \$78,267.76  
As No.: 17WC2

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**SCHEDULE B-II**

**(CONTINUED)**

**File Number: FL-13469**

25. Delinquent Unemployment Tax Lien  
Against: Robert R. Gunville  
In favor of Wisconsin Department of Industry, Labor and Human Relations/Department of Workforce Development  
Docketed: September 15, 2017  
In the sum of: \$7,139.91  
As No.: 17UC43
26. Delinquent Unemployment Tax Lien  
Against: Robert R. Gunville Jr.  
In favor of Wisconsin Department of Industry, Labor and Human Relations/Department of Workforce Development  
Docketed: November 18, 2016  
In the sum of: \$39,964.65  
As No.: 16UC53
27. Delinquent Unemployment Tax Lien  
Against: Robert R. Gunville, Jr.  
In favor of Wisconsin Department of Industry, Labor and Human Relations/Department of Workforce Development  
Docketed: October 25, 2017  
In the sum of: \$13,863.02  
As No.: 17UC51
28. Delinquent Unemployment Tax Lien  
Against: Robert R. Gunville  
In favor of Wisconsin Department of Industry, Labor and Human Relations/Department of Workforce Development  
Docketed: January 17, 2018  
In the sum of: \$789.17  
As No.: 18UC3

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## SCHEDULE B-II

(CONTINUED)

File Number: FL-13469

29. Delinquent Unemployment Tax Lien  
Against: Robert R. Gunville Jr.  
In favor of Wisconsin Department of Industry, Labor and Human Relations/Department of Workforce Development  
Docketed: April 27, 2018  
In the sum of: \$4,579.21  
As No.: 18UC16
30. Delinquent Unemployment Tax Lien  
Against: Robert R. Gunville, Jr.  
In favor of Wisconsin Department of Industry, Labor and Human Relations/Department of Workforce Development  
Docketed: June 01, 2018  
In the sum of: \$6,132.81  
As No.: 18UC24
31. Delinquent State Tax Lien  
Against: Robert Gunville  
In Favor of Wisconsin Department of Revenue  
Docketed: March 23, 2017  
In the sum of \$10,629.41  
As No.: 17TW16
32. Delinquent State Tax Lien  
Against: Robert R. Gunville  
In Favor of Wisconsin Department of Revenue  
Docketed: October 27, 2017  
In the sum of \$17,102.18  
As No.: 17TW54
33. Delinquent State Tax Lien  
Against: Robert R. Gunville  
In Favor of Wisconsin Department of Revenue  
Docketed: October 27, 2017  
In the sum of \$598.59  
As No.: 17TW55

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**SCHEDULE B-II**  
**(CONTINUED)**

**File Number: FL-13469**

34. Possible homestead and marital property rights of the spouse of the insured, if the proposed deed is to run to a married individual.
35. Judgments and/or liens, if any docketed or filed against the prospective owner of the above described premise. Further report will be made as to such judgments and liens when we are advised as to the name of the prospective owner.

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**FOR INFORMATION PURPOSES ONLY**

The following Real Estate Tax information is not certified.

Tax Parcel I.D. 261-00089.002, 261-00089.004 and 261-00089.013

2023 Net Real Estate Taxes \$13,821.36, as to Tax Key #261-00089.002, \$186.62, as to Tax Key #261-00089.004 and \$1,678.54, as to Tax Key #261-00089.013

Property Address: 1050 Washington Ave., Niagara, WI 54151

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## Privacy Notice

**Notice Last Updated:** December 1, 2022

This Privacy Policy ("Policy") describes how First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

**What Type Of Information Do We Collect About You?** We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Collect Your Information?** We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Information?** We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Share Your Information?** We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect Your Information?** The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

**How Long Do We Keep Your Information?** We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.



First American Title™

**International Jurisdictions:** Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

**Contact Us** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.



### For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know.** You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or by calling toll-free at 1-866-718-0097.

**Right to Correct.** You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or call toll-free at 1-866-718-0097.

**Right of Deletion.** You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or by calling toll-free at 1-866-718-0097.

**Verification Process.** For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Notice of Sale and Share.** We have not sold or shared the personal information of California residents in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

**Right of Non-Discrimination.** You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

**Notice of Collection.** To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see "California Privacy Rights Act and Disclosures" in <https://www.firstam.com/privacy-policy>.

**Notice of Disclosure.** To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "California Privacy Rights Act and Disclosures" in <https://www.firstam.com/privacy-policy>