

## Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner

or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A. This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

### Note:

Countersigned  
**Nebraska Title Company**

By

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By *President*  
Attest *Secretary*

**ORT Form 4308**  
ALTA Commitment for Title Insurance 6/06

**Nebraska Title Company**  
**14680 West Dodge Road, Suite 1**  
**Omaha, Nebraska 68154**  
**Phone: 402-861-9220**  
**Fax: 402-861-9225**

*ALTA Commitment (6-17-06)*  
*Schedule A*

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**COMMITMENT FOR TITLE INSURANCE**

Issued by

**Old Republic National Title Insurance Company**

By its Agent:

**Nebraska Title Company**

**14680 West Dodge Road, Suite 1, Omaha, Nebraska 68154**

**402-861-9220**

Title Officer:	<b>Tom Webster</b>	Title No.:	<b>0276533</b>
Escrow Officer:		Revision No.:	
Loan No.:		Customer File No.:	

**SCHEDULE A**

1. Effective Date: **September 26, 2017, 8:00 am**

2. Policy (or Policies) to be issued:

**ALTA Owner's Policy (6-17-06)**

Policy Amount: **To Be Determined**  
Premium Amount: **To Be Determined**

Proposed Insured: **Purchaser To Be Determined**

3. The estate or interest in the land described or referred to in this Commitment is:

**Fee Simple.**

4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:

**[Core Bank, formerly known as Centennial Bank, a Nebraska banking corporation](#)**

5. The land referred to herein is described as follows:

**See Exhibit "A" attached hereto and by this reference made a part hereof**

**EXHIBIT "A"**

The land referred to herein is described as follows:

**Tax Lot One Hundred Thirty-Eight (138), in Section Twenty-Three (23), Township Eighteen (18) North, Range Eleven (11) East of the 6th P.M., in the City of Blair, Washington County, Nebraska, which is more particularly described as follows:**

**Tax Lot One Hundred Thirty-Eight (138) (formerly being Tax Lot One Hundred Seventeen (117), vacated from Gutschow Plaza), located in the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section Twenty-Three (23), Township Eighteen (18) North, Range 11 East of the 6th P.M., in the City of Blair, Washington County, Nebraska, more particularly described as follows:**

**Commencing at the center quarter ( $\frac{1}{4}$ ) corner of said Section Twenty-Three (23); thence North 89 degrees 52 minutes 21 seconds West (assumed bearing) along the South line of the Northwest Quarter (NW $\frac{1}{4}$ ) of said Section Twenty-Three (23), 93.04 feet to the point of beginning, said point also being the Westerly right of way line of Highway 133; thence continuing North 89 degrees 52 minutes 21 seconds West along said South line, 472.27 feet to the Easterly right of way line of Highway 30, thence North 53 degrees 28 minutes 33 seconds East along said right of way line, 18.40 feet; thence North 54 degrees 59 minutes 28 seconds West along said right of way line, 51.00 feet; thence North 36 degrees 25 minutes 40 seconds East along said right of way line, 404.36 feet; thence North 43 degrees 32 minutes 06 seconds East along said right of way line, 202.24 feet; thence South 88 degrees 41 minutes 28 seconds East along the Southerly right of way line of said Highway 30 and Highway 133, 72.11 feet; thence South 42 degrees 49 minutes 34 seconds East along said right of way line, 53.71 feet; thence South 00 degrees 39 minutes 23 seconds West along the Westerly right of way line of said Highway 133, 392.02 feet; thence South 11 degrees 06 minutes 04 seconds East along said right of way line, 81.67 feet to the point of beginning.**

**Assessor's Parcel Number (APN): See Tax Information on Schedule B Exceptions**

**Please note:**

We submit the following for informational purposes only:

**RECORDING FEES:** Effective January 1, 2013 recording fees charged by the Register of Deeds in all counties in Nebraska are as follows: \$10.00 for the first page, \$6.00 for all subsequent pages. In addition, Nebraska Title Company will begin e-recording of title documents in those counties where available in an effort to provide prompt recording services. An additional fee of \$5.00 per document will be charged for all documents that are e-recorded.

**RECORDED DOCUMENTS** must have a 3-inch margin at the top of the first page and a one-inch margin on the remaining sides; and a one-inch margin on all sides of each subsequent page.

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**402-861-9220**

### SCHEDULE B

#### I. Requirements:

The following items need to be satisfied or released prior to closing. In the event these items are not satisfied or released they will show as exceptions on the policy(ies) when issued.

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest or mortgage to be insured.
3. We anticipate compliance with the following requirements:
  - a. **Corporation Warranty Deed from Core Bank, formerly known as Centennial Bank, a Nebraska banking corporation, by its authorized signatory, to Purchaser To Be Determined.**

**NOTE: The Company reserves the right to make additional requirements hereunder upon being furnished the identity of the purchaser.**

#### **INFORMATIONAL NOTE:**

**The Land may be subject to a tax credit under the Nebraska Property Tax Credit Act, Nebraska Rev. St. 77-4209 to 77-4212. If we are requested to provide settlement services and it is the intent of the parties to use a basis for tax proration adjustment or for reimbursement that is other than as set forth in the real estate contract between seller and buyer, we must be furnished mutual written instructions prior to the date of settlement. We will assume no liability or responsibility for readjustment of tax prorations or for reimbursements after the date of settlement.**



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### SCHEDULE B

#### II. EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. **GENERAL EXCEPTIONS:**
  - a) Rights or claims of parties in possession not shown by the Public Records.
  - b) Easements or claims of easements, not shown by the Public Records.
  - c) Any encroachment, encumbrance, violation, variation or adverse circumstance affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
  - d) 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.
  - e) Taxes, or special assessment, if any not shown as existing liens by Public Records.

#### 3. ADDITIONAL EXCEPTIONS:

**General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs):**

- a) Parcel ID Number [890041223](#):

**2016 General Real Estate Taxes, \$3,283.76 - All Paid.**



- b) **Special assessments not yet certified to the Office of the County Treasurer. (Note: No special assessments are shown in the Office of the County Treasurer at date hereof.) Further, closing agent should check with the appropriate taxing authority prior to closing. This company can only certify to special assessments to the Office of the County Treasurer of said County.**
- c) **Rights or claims of tenants under unrecorded leases, if any, as tenants only.**
- d) **Easements and restrictions reserved and shown in the Plat and Dedication of Gutschow Plaza, recorded March 13, 2008 in [Book 2, Page 1411](#); and Ordinance No. 2318 recorded August 8, 2016 as Inst. No. [2016-02621](#); records of Washington County, Nebraska.**
- e) **Terms, conditions and ingress/egress restrictions evidenced by Warranty Deed from Elmer Monson and Bernett Monson, husband and wife, Joint Tenants, each as his or her own interest may appear, to The State of Nebraska, recorded March 16, 1968 in [Book 89, Page 207](#); records of Washington County, Nebraska.**
- f) **Terms and conditions of Oil and Gas Lease by and between Bernett Monson, a widow, Lessor, and Lochfayne Resources, Inc., Lessee, recorded August 6, 1980 in [Book 129, Page 33](#); records of Washington County, Nebraska.**
- g) **Terms, conditions, easements, restrictions and reservation of mineral rights evidenced by Warranty Deed from Gordon Soderberg & Beverly J. Soderberg, to The State of Nebraska, Department of Roads, recorded October 31, 2002 in [Book 378, Page 824](#); records of Washington County, Nebraska.**
- h) **Easement by and between Gordon Soderberg and Beverly J. Soderberg, husband and wife, and Bernett Monson, by and through her Power of Attorney, Beverly J. Soderberg, Grantors, and Troy Soderberg and Elizabeth Soderberg, husband and wife, Grantees, recorded September 21, 2004 in [Book 447, Page 662](#); records of Washington County, Nebraska.**



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**GENERAL NOTES**

Note: General Exceptions 2(a) and 2(d) of Schedule B, Part II, will be deleted on the Final Owner's Policy to be issued hereunder upon proper documentation (Commercial Affidavit and Indemnification) provided to the Title company and payment of the fee(s) associated with such extended coverage. The Title Company must be contacted prior to closing in regards to such coverage.

Note: General Exceptions 2(b) and 2(c) of Schedule B, Part II, will be deleted on the Final Owner's Policy only if the Title Company is furnished with a recent ALTA/ACSM Land Title Survey and payment of the fee(s) associated with such extended coverage. The Title Company must be contacted prior to closing in regards to such coverage. Any matters disclosed by the survey or otherwise brought to the attention of the insurer, will be shown as exceptions in the policy.

**COPIES TO:**

OMNE Partners - S. Scott Moore

**DIRECT TITLE INQUIRIES TO:** Tom Webster or Sherry Parkins at (402) 861-9220



## PRIVACY POLICY



Nebraska Title Company  
14680 West Dodge Road, Suite 1  
Omaha, NE 68154  
Phone: 402-861-9220

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information---particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information, which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### **Type of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- \* Information we receive from you on application, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- \* Information about your transactions with us, our affiliated companies, or others; and
- \* Information we receive from a consumer-reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties, except; (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



**Conditions**

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

You may review a copy of the arbitration rules at: <http://www.alta.org/>.