



**Title &  
Escrow**

**For questions about your commitment  
or other title needs, please contact us:**

**13057 W Center Rd, Ste 1**

**Omaha, NE 68144**

**Phone: (866) 932-4670**

**Fax: (866) 802-8860**

**[www.drititle.com](http://www.drititle.com)**

**Thank you for your business!**

# Invoice

Remit payment to:

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**Billed to:**

**Invoice number:**  
**Invoice date:**  
**Please pay before:**  
**Our file number:**

**Property:**  
4851 N 72 St  
Omaha, NE 68134  
Douglas County

**Brief legal:** Lot 2, Benson Park Plaza Rep 3

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<b>DESCRIPTION</b>	<b>AMOUNT</b>
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**Subtotal:**  
**Invoice total:**  
**Less payments received:**  
**Balance due:**



**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
CHICAGO 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, Chicago Title Insurance Company, a(n) 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**CHICAGO TITLE INSURANCE COMPANY**

By:

*[Handwritten Signature]*  
ATTEST President  
*[Handwritten Signature]* Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

72C276B27  
ALTA Commitment for Title Insurance 8-1-16 w- NE Mod

1639844

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

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

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

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

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

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

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION – Intentionally Deleted**

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# CHICAGO TITLE INSURANCE COMPANY

**Transaction Identification Data for reference only:**

Issuing Agent: DRI Title & Escrow

Commitment No.: 1639844

## SCHEDULE A

1. Commitment Date: October 8, 2020 at 8:00 A.M.

2. Policy to be issued:

		Amount	Premium
(a) Owner's Policy	(ALTA Owners Policy (06/17/06))	\$0.00	\$0.00
Proposed Insured:	Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below.		
(b) Loan Policy	(ALTA Loan Policy (06/17/06))	\$0.00	\$0.00
Proposed Insured:	Lender with contractual obligations under a loan agreement with the Proposed Insured identified at Schedule A, Item 2 (a).		

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 Commitment Date vested in:

Grand 72, LLC, a Nebraska limited liability company

5. The Land is described as follows:

Lot 2, Benson Park Plaza Replat 3, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska.

NOTE: For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured, and has revised this commitment identifying that Proposed Insured by name. As provided in Commitment Condition 4, the Company may amend this Commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

BY:

Troy Podraza, Authorized Signatory

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**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

1. NOTE: WE ARE ISSUING THIS COMMITMENT FOR INFORMATIONAL PURPOSES ONLY. THERE WILL BE NO POLICY ISSUED IN CONJUNCTION WITH THIS COMMITMENT. LIABILITY OF THE COMPANY UNDER THIS SEARCH IS LIMITED TO THE AMOUNT PAID FOR SAME.
2. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:
  - a) Warranty Deed executed by an authorized signor for Grand 72, LLC, a Nebraska limited liability company, to Purchaser with contractual rights under a purchase agreement with the vested owner identified.
  - b) Mortgage/Deed of Trust executed by Purchaser with contractual rights under a purchase agreement with the vested owner identified, to the Proposed Insured.
3. Pay the full consideration to, or for the account of, the grantors or mortgagors.
4. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
5. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notices of intent to perfect a lien for labor or material.
6. LLC Seller Requirements:
  - A. Title Company requires to be provided with a copy of Grand 72, LLC, a Nebraska limited liability company's filed, stamped and dated certificate/articles of organization, and any amendments thereto;
  - B. Title Company requires to be provided with a copy of the operating agreement for Grand 72, LLC, a Nebraska limited liability company together with any amendments thereto. The operating agreement, and any amendments thereto, must be:
    1. executed in the limited liability company's name;
    2. signed by all members;
  - C. Title Company requires a Certificate of Good Standing of the State of Nebraska, for Grand 72, LLC, a Nebraska limited liability company.
7. Title Company requires a Verbal Update to be performed prior to close to detect any matters appearing of record after the effective date of commitment.

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# CHICAGO TITLE INSURANCE COMPANY

Commitment No.: 1639844

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## 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.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records
4. 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.
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 public records.

## SPECIAL EXCEPTIONS

(Special Exceptions are those defects disclosed by a search of the title to this property for which no coverage is provided by the policy to be issued.)

7. 2019 Taxes total \$11,000.46, PAID IN FULL. (Key No. 3654 0307 06) Assessed as 4851 N 72 St, Omaha, NE 68134. (Excess Redevelopment Project Value).  
  
2019 Taxes total \$3,609.56, PAID IN FULL. (Key No. 3654 0305 06) NO Assessed Address. Assessed as Lot 2, Benson Park Plaza Rep 3, Omaha, NE 68134. (Base Redevelopment Project Value).
8. NOTE: No open mortgages have been found of record, please verify this information and if this is incorrect notify the title department immediately.

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# CHICAGO TITLE INSURANCE COMPANY

Commitment No.: 1639844

9. Tenancy Rights, either as month to month, or by virtue of written leases of persons now in possession of any part of the premises in question.
10. Easements, Restrictions and Setbacks, if any, contained in the Administrative Subdivision of Benson Park Plaza Replat 3, filed January 11, 2006, Document No. 2006003529.
11. Easements, Restrictions and Setbacks, if any, contained in the Administrative Subdivision of Benson Park Plaza Replat 1, filed June 15, 2000, Book 2155, Page 16.
12. Easements, Restrictions and Setbacks, if any, contained in the Plat and Dedication of Benson Park Plaza, filed June 15, 2000, Book 2155, Page 3.
13. Easements, Restrictions and Setbacks, if any, contained in the plat and dedication for street widening filed May 9, 2001, Book 1372, Page 99.
14. Reciprocal Easement and Operation Agreement, filed June 15, 2000, Book 1341, Page 366.  
Amendment Number One, filed January 9, 2001, Book 1365, Page 2.  
Amendment Number Two, filed March 29, 2001, Book 1375, Page 205.  
Amendment Number Three, filed December 19, 2002, Book 1481, Page 185.  
Supplement filed June 1, 2001, Book 1384, Page 69.  
Supplement filed December 12, 2006, Document No. 2006140454.  
Supplement filed December 12, 2006, Document No. 2006140460.  
Amendment Number Four, filed February 28, 2006, Document No. 2006022459.  
Amendment Number Five, filed October 6, 2009, Document No. 2009108132.  
Supplement filed December 31, 2009, Document No. 2009138461.  
Supplement filed April 19, 2010, Document No. 2010032845.
15. Terms, Provisions, Covenants, Conditions, Restrictions and Easements contained in the document entitled: Notice of Redevelopment Agreement Covenants, filed June 15, 2000, Book 1341, Page 354.
16. Terms, Provisions, Covenants, Conditions, Restrictions and Easements contained in the document entitled: Covenant Regarding Certain Uses, filed June 16, 2000, Book 1341, Page 534.

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# CHICAGO TITLE INSURANCE COMPANY

Commitment No.: 1639844

17. Terms and provisions of the Memorandum of Development Agreement filed June 16, 2000, Book 1341, Page 542.
18. Terms, Provisions, Covenants, Conditions, Restrictions and Easements contained in the document entitled: Declaration of Restrictive Use Covenants, filed March 30, 2001, Book 1375, Page 645.
19. Terms, Provisions, Covenants, Conditions, Restrictions and Easements contained in the document entitled: Restrictive Covenant, filed June 1, 2001, Book 1384, Page 74.
20. Terms, Provisions, Covenants, Conditions, Restrictions and Easements contained in the document entitled: Easements, Covenants, and Restrictions, filed December 31, 2009, Document No. 2009138460.
21. Easement contained in the instrument filed June 15, 2000, Book 1341, Page 328.
22. Grant of Easements contained in the instrument filed June 15, 2000, Book 1341, Page 341.
23. Terms and provisions of Sign Easement Agreement filed June 26, 2000, Book 1342, Page 472.
24. Terms and provisions of Sign Easement Agreement filed June 26, 2000, Book 1342, Page 485.
25. Terms and provisions of Redevelopment Agreement filed May 26, 2006, Document No. 2006058720.
26. Easement contained in the instrument filed December 8, 2006, Document No. 2006139153.
27. No Certification is made as to special assessments except those certified to the Office of the County Treasurer.
28. CHAIN OF TITLE:

Warranty Deed, dated 10/23/2006, filed 12/12/2006, Document No. 2006140459, executed by Seldin Properties, a Nebraska general partnership, as Grantor(s), in favor of Grand 72, LLC, a Nebraska limited liability company, as Grantee(s).

NOTE: This chain of title is for informational purposes only and will not appear on the final policy to be issued hereafter.

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**NOTICE OF PRIVACY POLICY**  
**of**  
**DRI Title & Escrow**

DRI Title & Escrow value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures DRI Title & Escrow take to safeguard that information.

**Who is Covered**

DRI Title & Escrow value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures DRI Title & Escrow take to safeguard that information.

**Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

**Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

**Information Sharing**

Generally, DRI Title & Escrow do not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. DRI Title & Escrow may share nonpublic personal information as permitted by law with entities with whom DRI Title & Escrow has a joint marketing agreement. Entities with whom DRI Title & Escrow has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as DRI Title & Escrow use to protect this information and to use the information for lawful purposes. DRI Title & Escrow, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

**Information Security**

DRI Title & Escrow, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.



# Title & Escrow

13057 W Center Rd, Suite 1  
Omaha, NE 68144  
Phone: (866) 932-4670  
Fax: (866) 326-3484

## Options for Paying Closing Funds (FUNDS MUST BE RECEIVED BY THE DISBURSEMENT DATE)

*Due to recent reports of attempted fraud involving the hacking of email accounts and the misdirection of wired funds, please phone our office immediately if you receive any deviations from or revisions to the wiring instructions contained herein. We are not liable for any misdirected funds that do not reach our Escrow Bank Account number listed below.*

### 1. Direct Deposit

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Visit any First National Bank branch location, and request your funds to be deposited into DRI Title & Escrow's account # 110383701. Deposit slip must be faxed to 866-750-7286 and include borrower's name.

NOTE: Must be a certified check or a transfer from an account at the financial institution mentioned below.

### 2. Wire

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Provide your bank with the following instructions:

Receiving Bank Name: First National Bank  
Bank Address: 1620 Dodge St  
Omaha, Nebraska 68197  
ABA/Routing No.: 104000016  
Beneficiary Account No.: 110383701  
Beneficiary Account Name: DRI Title & Escrow

\*Must reference borrower's name\*

### 3. Bring Funds to Closing

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Funds MUST BE IN THE FORM OF A CASHIER'S CHECK if over \$500.00. If overnighted via UPS or FedEx, please send to the DRI Title & Escrow address above, Attn: .

**NOTE: DRI TITLE & ESCROW DOES NOT ACCEPT ACH TRANSFERS.**