

Dodge County Title & Escrow Co., L.L.C.

549 North Main Street
Fremont, NE 68025
Phone 402-721-5833 Fax 402-721-8632

Agenda Item # 16
Date 3/25/20

RECEIVED
2020 MAR -6 PM 2:44
DODGE COUNTY, NE
FRED HYATT, COUNTY CLERK

March 4, 2020

County Clerk
435 N Park St / County Courthouse
Fremont, NE

RE: Owners Title Insurance Policy No: 5011400-2631504e

Dear Owner(s):

Enclosed find the above referenced Owner's Policy of Title Insurance issued through our office.

This policy insures title to the land described in Schedule A, with exception to those items shown in Schedule B. This policy is a legal document and should be read carefully and retained in safe place. You should keep the policy even if you sell the property.

You do not owe any additional premiums for this policy. The policy insures you as long as you:

- Own the property
- Own a mortgage from anyone who purchases your property
- Are liable for any title warranties you make in the event you sell the property.

The policy also insures anyone who receives the property in the event of your death.

If you decide to sell or mortgage this property in the future, reference to the policy number will enable us to serve your title needs more promptly.


We appreciate the opportunity to serve you. If you have any questions regarding the enclosed policy, or if we can be of service to you in any way, please call our office.

Very truly yours,

Dodge County Title & Escrow Co., L.L.C.


Charlene Jordan
Title Agent

Enc. Deed, Easement and Policy

 First American Title™	Owner's Policy of Title Insurance
	ISSUED BY First American Title Insurance Company
Owner's Policy	POLICY NUMBER 5011400-2631504e

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

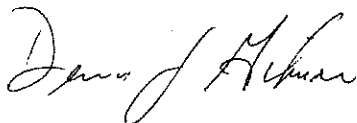
1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

For Reference:



Dennis J. Gilmore
President

File #: 190487



Jeffrey S. Robinson
Secretary

Issued By:

Dodge County Title & Escrow Co., LLC
549 N. Main Street
Fremont, NE 68025

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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OWNER'S POLICY OF TITLE INSURANCE

First American Title Insurance Company

1 First American Way, Santa Ana, California 92707

SCHEDULE A

Issued by: **Dodge County Title & Escrow Co., L.L.C.**

549 North Main Street, Fremont, NE 68025

Phone: 402-721-5833 Fax 402-721-8632

File No.: 190487

Policy No.: 5011400-2631504e

Address Reference: NA, NE

Amount of Insurance: **\$20,000.00**

Premium: **\$203.00**

Endorsements:

ALTA ICL FATCO

\$25.00

Date of Policy: **October 11, 2019, at 09:08am**

1. Name of Insured:

Dodge County, NE, Political Subdivision

2. The estate or interest in the Land that is insured by this policy is: **Fee Simple and Easement**

3. Title is vested in:

Dodge County, NE, Political Subdivision

4. The Land referred to in this policy is described as follows:

SEE ATTACHED EXHIBIT "A"

DODGE COUNTY TITLE & ESCROW CO., L.L.C.

By:



Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)

EXHIBIT "A"

Parcel 1

A tract of land located in the Northeast Quarter of Section 16, Township 18 North, Range 6, East of the 6th P.M., in Dodge County, Nebraska, and being more particularly described as follows: Commencing at the Northeast corner of said Section 16, thence S00°47'06"W (bearing assumed and all other bearings are relative thereto) a distance of 306.51 feet along the East line of said NE1/4; thence N90°00'00"W a distance of 288.40 feet to the point of beginning; thence S00°00'00"W a distance of 187.99 feet; thence N90°00'00"W a distance of 209.00 feet; thence N00°00'00"E a distance of 209.00 feet; thence N90°00'00"E a distance of 209.00 feet; thence S00°00'00"W a distance of 21.01 feet; to the point of beginning.

Parcel 2

Easement for the benefit of Parcel 1 as created by Agreement for Access/Utility Easement and Fall Zone/Tower/Building Easement dated October 2, 2019, recorded October 11, 2019 as Inst. No. 201904906 over, under and across the land described as follows: A strip of land thirty (30) feet in width located in the Northeast Quarter (NE1/4) of Section 16, Township 18 North, Range 6 East of the 6th P.M., Dodge County, Nebraska, the centerline of which is more particularly described as follows: Commencing at the Northeast corner of said Section 16, thence S00°47'06"W (bearing assumed and all other bearings are relative thereto) a distance of 306.51 feet along the East line of said NE1/4 to the point of beginning; thence N90°00'00"W a distance of 288.40 feet; to the East line of a 1.00 acre described tract.

OWNER'S POLICY OF TITLE INSURANCE

First American Title Insurance Company

SCHEDULE B

File No.: 190487

Policy No.: 5011400-2631504e

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements, 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 or that could be ascertained by an inspection of the land.
4. 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.
5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.

SPECIAL EXCEPTIONS

1. **KEY NO. 270131390. 2018 taxes \$4,302.26 + North Bend Drainage \$13.82 - Less Tax Credit \$307.74 = \$4,008.34 and prior years, PAID.**
2. **Easement recorded August 29, 1961 in Book "X" at page 11.**
3. **Conditional Use Permit as recorded June 6, 2019 as Inst. No. 201902583.**
4. **Tower / Building Easement as described on Survey dated September 5, 2019 by Clark A. Boschult.**
5. **Terms, provisions and conditions as set forth in Agreement for Access/Utility Easement and Fall Zone/Tower/Building Easement recorded October 11, 2019 as Instrument No. 201904906.**

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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 insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental

protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any

appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and

expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the

Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. 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. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not: (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**

NEBRASKA DOCUMENTARY STAMP TAX
October 11, 2019 \$ 0.00
By: CG
#201904905

DOCUMENT#: 201904905
Recorded October 11, 2019 at 09:08 AM
Carol Givens, Register of Deeds
DODGE COUNTY NE
Pages: 1 Fee: \$10.00

***The above recording information verifies
this document has been electronically
recorded and returned to the submitter***

Return to:
Dodge County Title & Escrow Co. LLC
549 N. Main
Fremont, NE 68025

WARRANTY DEED

Kurt M. Dunker and Melissa M. Dunker, husband and wife, GRANTORS, in consideration of Two Dollars (\$2.00) and other good and valuable consideration received from GRANTEE,


Dodge County, NE, Political Subdivision, convey to GRANTEE, the following described real estate (as defined in Neb. Stat. 76-201) in Dodge County, Nebraska:

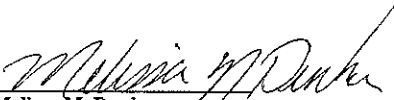
A tract of land located in the Northeast Quarter of Section 16, Township 18 North, Range 6, East of the 6th P.M., in Dodge County, Nebraska, and being more particularly described as follows: Commencing at the Northeast corner of said Section 16, thence S00°47'06"W (bearing assumed and all other bearings are relative thereto) a distance of 306.51 feet along the East line of said NE1/4; thence N90°00'00"W a distance of 288.40 feet to the point of beginning; thence S00°00'00"W a distance of 187.99 feet; thence N90°00'00"W a distance of 209.00 feet; thence N00°00'00"E a distance of 209.00 feet; thence N90°00'00"E a distance of 209.00 feet; thence S00°00'00"W a distance of 21.01 feet; to the point of beginning.

GRANTORS covenants with GRANTEE that GRANTORS:

- (1) is lawfully seized of such real estate, that it is free from encumbrances, except easements, restrictions and reservations of records, and a pro-rated share of current real estate taxes and subsequent taxes and assessments;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.


Executed 10-4, 2019.

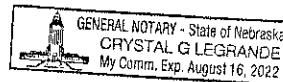

Kurt M. Dunker


Melissa M. Dunker

State of Nebraska
County of Dodge

The foregoing instrument was acknowledged before me this 4th day of October, 2019 by
Kurt M. Dunker and Melissa M. Dunker, husband and wife.


Notary Public



File No. 190487

E-RECORDED

simple

ID: 201904905
County: Dodge
Date: 10/11/19 Time: 9:08 am

Return to:
Dodge County Title & Escrow Co. LLC
549 N. Main
Fremont, NE 68025

WARRANTY DEED

Kurt M. Dunker and Melissa M. Dunker, husband and wife, GRANTORS, in consideration of Two Dollars (\$2.00) and other good and valuable consideration received from GRANTEE,

Dodge County, NE, Political Subdivision, convey to GRANTEE, the following described real estate (as defined in Neb. Stat. 76-201) in **Dodge County, Nebraska**:

A tract of land located in the Northeast Quarter of Section 16, Township 18 North, Range 6, East of the 6th P.M., in Dodge County, Nebraska, and being more particularly described as follows: Commencing at the Northeast corner of said Section 16, thence S00°47'06"W (bearing assumed and all other bearings are relative thereto) a distance of 306.51 feet along the East line of said NE1/4; thence N90°00'00"W a distance of 288.40 feet to the point of beginning; thence S00°00'00"W a distance of 187.99 feet; thence N90°00'00"W a distance of 209.00 feet; thence N00°00'00"E a distance of 209.00 feet; thence N90°00'00"E a distance of 209.00 feet; thence S00°00'00"W a distance of 21.01 feet; to the point of beginning.

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- (3) warrants and will defend title to the real estate against the lawful claims of all persons.

Executed 10-4, 2019.

Kurt M Dunker
Kurt M. Dunker

Melissa M Dunker
Melissa M. Dunker

State of **Nebraska**
County of Dodge

The foregoing instrument was acknowledged before me this 4th day of October, 2019, by **Kurt M. Dunker and Melissa M. Dunker, husband and wife**.

Crystal G Legrande
Notary Public



Real Estate Transfer Statement

- To be filed with the Register of Deeds. • Read instructions on reverse side.
- If additional space is needed, add an attachment and identify the applicable item number.

The deed will not be recorded unless this statement is signed and items 1-25 are accurately completed.

1 County Name Dodge		2 County Number 275		3 Date of Sale/Transfer Mo. 10 Day 10 Yr. 2019		4 Date of Deed Mo. 10 Day 4 Yr. 2019	
5 Grantor's Name, Address, and Telephone (Please Print) Grantor's Name (Seller) Kurt M. Dunker and Melissa M. Dunker				6 Grantee's Name, Address, and Telephone (Please Print) Grantee's Name (Buyer) DODGE COUNTY, NE, POLITICAL SUBDIVISION			
Street or Other Mailing Address 940 Foothill Rd.				Street or Other Mailing Address 435 N Park			
City North Bend		State NE		City Fremont		State NE	
Zip Code 68649		City Fremont		State NE		Zip Code 68025	
Phone Number (402) 720-6573				Phone Number (402) 727-2725		Is the grantee a 501(c)(3) organization? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Email Address kurtdunker@gmail.com				Email Address clerk@dodge.nacone.org; jqvist@abbnebraska.com		If Yes, is the grantee a 509(a) foundation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

7 Property Classification Number. Check one box in categories A and B. Check C if property is also a mobile home.

(A) Status	(B) Property Type				(C)
<input checked="" type="checkbox"/> Improved	<input type="checkbox"/> Single Family	<input type="checkbox"/> Industrial	<input type="checkbox"/> Mineral Interests-Nonproducing	<input type="checkbox"/> State Assessed	<input type="checkbox"/> Mobile Home
<input type="checkbox"/> Unimproved	<input type="checkbox"/> Multi-Family	<input checked="" type="checkbox"/> Agricultural	<input type="checkbox"/> Mineral Interests-Producing	<input type="checkbox"/> Exempt	
<input type="checkbox"/> IOLL	<input type="checkbox"/> Commercial	<input type="checkbox"/> Recreational			

8 Type of Deed

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Conservator	<input type="checkbox"/> Distribution	<input type="checkbox"/> Land Contract/Memo	<input type="checkbox"/> Partition	<input type="checkbox"/> Sherriff	<input type="checkbox"/> Other _____
<input type="checkbox"/> Cemetery	<input type="checkbox"/> Corrective	<input type="checkbox"/> Easement	<input type="checkbox"/> Lease	<input type="checkbox"/> Personal Rep.	<input type="checkbox"/> Trust/Trustee	
<input type="checkbox"/> Death Certificate - Transfer on Death	<input type="checkbox"/> Executor	<input type="checkbox"/> Mineral	<input type="checkbox"/> Quit Claim	<input checked="" type="checkbox"/> Warranty		

9 Was the property purchased as part of an IRS like-kind exchange? (IRC § 1031 Exchange) Yes No

10 Type of Transfer

<input type="checkbox"/> Auction	<input type="checkbox"/> Distribution	<input type="checkbox"/> Foreclosure	<input type="checkbox"/> Irrevocable Trust	<input type="checkbox"/> Revocable Trust	<input type="checkbox"/> Transfer on Death
<input type="checkbox"/> Court Decree	<input type="checkbox"/> Easement	<input type="checkbox"/> Gift	<input type="checkbox"/> Life Estate	<input checked="" type="checkbox"/> Sale	<input type="checkbox"/> Trustee to Beneficiary
<input type="checkbox"/> Exchange	<input type="checkbox"/> Grantor Trust	<input type="checkbox"/> Partition	<input type="checkbox"/> Satisfaction of Contract	<input type="checkbox"/> Other (Explain) _____	

11 Was ownership transferred in full? (If No, explain the division.) Yes No

12 Was real estate purchased for same use? (If No, state the intended use.) Yes No radio tower site

13 Was the transfer between relatives, or if to a trustee, are the trustor and beneficiary relatives? (If Yes, check the appropriate box.)

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Aunt or Uncle to Niece or Nephew	<input type="checkbox"/> Family Corp., Partnership, or LLC	<input type="checkbox"/> Self	<input type="checkbox"/> Other _____
		<input type="checkbox"/> Brothers and Sisters	<input type="checkbox"/> Grandparents and Grandchild	<input type="checkbox"/> Spouse	
		<input type="checkbox"/> Ex-spouse	<input type="checkbox"/> Parents and Child	<input type="checkbox"/> Step-parent and Step-child	

14 What is the current market value of the real property? **\$20,000.00**

15 Was the mortgage assumed? (If Yes, state the amount and interest rate.) Yes No \$ _____ %

16 Does this conveyance divide a current parcel of land? Yes No

17 Was transfer through a real estate agent or a title company? (If Yes, include the name of the agent or title company contact.) Yes Dodge County Title & Escrow No

18 Address of Property
**PT 16 - 18 - 6, TL 4
Dodge County, NE**

19 Name and Address of Person to Whom Tax Statement Should be Sent
**DODGE COUNTY, NE, POLITICAL SUBDIVISION
435 N Park
Fremont, NE 68025**

18a No address assigned 18b Vacant Land

20 Legal Description
SEE ATTACHED EXHIBIT "A"

21 If agricultural, list total number of acres _____

22 Total purchase price, including any liabilities assumed	22	\$	20,000	00
23 Was non-real property included in the purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If Yes, enter dollar amount and attach itemized list.)	23	\$		
24 Adjusted purchase price paid for real estate (line 22 minus line 23)	24	\$	20,000	00
25 If this transfer is exempt from the documentary stamp tax, list the exemption number <u>2</u>				

Under penalties of law, I declare that I have examined this statement and that it is, to the best of my knowledge and belief, true, complete, and correct, and that I am duly authorized to sign this statement.

► **DODGE COUNTY, NE, POLITICAL SUBDIVISION** (402) 727-2725
Print or Type Name of Grantee or Authorized Representative Phone Number

►  Authorized Rep Title 10/10/19
Signature of Grantee or Authorized Representative Date

sign here

Register of Deeds' Use Only			For Dept. Use Only
26 Date Deed Recorded Mo. _____ Day _____ Yr. _____	27 Value of Stamp or Exempt Number \$ _____	28 Recording Data	

Escrow File No.: 190487

EXHIBIT "A"

Parcel 1

A tract of land located in the Northeast Quarter of Section 16, Township 18 North, Range 6, East of the 6th P.M., in Dodge County, Nebraska, and being more particularly described as follows: Commencing at the Northeast corner of said Section 16, thence S00°47'06"W (bearing assumed and all other bearings are relative thereto) a distance of 306.51 feet along the East line of said NE1/4; thence N90°00'00"W a distance of 288.40 feet to the point of beginning; thence S00°00'00"W a distance of 187.99 feet; thence N90°00'00"W a distance of 209.00 feet; thence N00°00'00"E a distance of 209.00 feet; thence N90°00'00"E a distance of 209.00 feet; thence S00°00'00"W a distance of 21.01 feet; to the point of beginning.

**AGREEMENT FOR ACCESS/UTILITY EASEMENT
AND FALL ZONE/TOWER/BUILDING EASEMENT**

Agreement made and entered into by and between Dodge County, a Political Subdivision of the State of Nebraska, herein referred to as "County", Kurt M. Dunker and Melissa M. Dunker, husband and wife, herein referred to as "Owner", whether one or more.

Recitals

WHEREAS, the County intends to erect a tower on the specified Tower Site (See Exhibit A), and requires a Fall/Tower/Building Easement on the neighboring property (See Exhibit C) possessed by Owner and situated in a 340 foot diameter circle around the tower to be constructed; and WHEREAS the County intends to acquire access to the newly acquired Tower Site through means of an Access/Utility Easement (See Exhibit B), and;

WHEREAS, the County intends to use the property owned by Owner, as evidenced in Exhibit C, incorporated herein, as a potential Fall Zone Easement, and Owner acknowledges his/her property as such, and;

WHEREAS, the County intends to acquire an Access/Utility Easement to the Tower Site and Owner acknowledges the County's right of ingress and egress, as evidenced in Exhibit B, incorporated herein, and;

WHEREAS, it will be necessary for the County, its officers, agents, employees, contractors, subcontractors, and authorized representatives to enter upon, travel over, excavate, clear, backfill, store materials upon, and otherwise use the lands herein described which are owned by Owner and known as an area of land known as Fall Zone/Tower/Building Easement and Access/Utility Easement as evidenced in Exhibits C and B, incorporated herein, for which the County has permission for ingress and egress as is needed and required.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained within this agreement, the parties agree as follows:

**AGREEMENT FOR ACCESS/UTILITY EASEMENT
AND FALL ZONE/TOWER/BUILDING EASEMENT**

Agreement made and entered into by and between Dodge County, a Political Subdivision of the State of Nebraska, herein referred to as "County", Kurt M. Dunker and Melissa M. Dunker, husband and wife, herein referred to as "Owner", whether one or more.

Recitals

WHEREAS, the County intends to erect a tower on the specified Tower Site (See Exhibit A), and requires a Fall/Tower/Building Easement on the neighboring property (See Exhibit C) possessed by Owner and situated in a 340 foot diameter circle around the tower to be constructed; and WHEREAS the County intends to acquire access to the newly acquired Tower Site through means of an Access/Utility Easement (See Exhibit B), and;

WHEREAS, the County intends to use the property owned by Owner, as evidenced in Exhibit C, incorporated herein, as a potential Fall Zone Easement, and Owner acknowledges his/her property as such, and;

WHEREAS, the County intends to acquire an Access/Utility Easement to the Tower Site and Owner acknowledges the County's right of ingress and egress, as evidenced in Exhibit B, incorporated herein, and;

WHEREAS, it will be necessary for the County, its officers, agents, employees, contractors, subcontractors, and authorized representatives to enter upon, travel over, excavate, clear, backfill, store materials upon, and otherwise use the lands herein described which are owned by Owner and known as an area of land known as Fall Zone/Tower/Building Easement and Access/Utility Easement as evidenced in Exhibits C and B, incorporated herein, for which the County has permission for ingress and egress as is needed and required.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained within this agreement, the parties agree as follows:

Section One
Right of Entry

Owner hereby grants to the County, its officers, agents, employees, contractors, subcontractors, and authorized representatives, the right to enter upon the following described real estate, to wit:

SEE EXHIBIT C

to do such work as may be necessary or appropriate for the construction, and/or up keep, and/or maintenance, of the Fall Zone situated within Owner's property. Such right of entry shall include, but not be limited to, the right to enter upon, travel over, excavate, clear fences, make improvements, backfill, store materials upon, and otherwise use the premises described in Exhibit C for maintenance and up keep of the Fall Zone;

and

Owner hereby grants to the County, its officers, agents, employees, contractors, subcontractors, and authorized representatives, an Easement on, over through, under and across the following described real estate, to wit:

SEE EXHIBIT B

to do such work as may be necessary or appropriate for the construction, and/or up keep, and/or maintenance, of the Tower Site. Such right of entry shall include, but not be limited to, the right to enter upon, travel over, excavate, clear fences, make improvements, backfill, store materials upon, and otherwise use the premises described in Exhibit B for maintenance and up keep of the Tower Site;

Section Two
Right of Use

Owner hereby grants to the County, its officers, agents, employees, contractors, subcontractors, and authorized representatives the right of use of the real estate described in Section One for construction, maintenance, general up keep, and any other necessary actions regarding the Fall Zone/Tower/Building Easement and/or Access/Utility Easement.

Section Three
Term of Agreement

The premises may be occupied and used by the County for the purposes related hereto on a perpetual "as needed" basis.

At all times, Owner or his agents, assigns, representatives, or tenants shall have access to the premises described in Section One, regarding the land as described in the Fall Zone/Tower/Building Easement and Access/Utility Easement.

Section Four
Remarks

The County shall restore the premises to grade and prior condition before the termination of this Agreement, unless this Agreement is extended for another term, which Owner shall not unreasonably withhold.

Section Five
Indemnification and Hold Harmless Obligation

The County shall indemnify and hold Owner, its successors, assigns and tenants, harmless from any liability in respect to the injury of any person or damage to any property attributable to the construction, maintenance, and general up keep of the Fall Zone Easement and/or Access Easement. Such obligation of indemnification shall include, but not be limited to, all costs resulting from any such claims, such as cost of defense, court costs, settlement costs, judgments and attorney fees incurred in the defense of any such claim.

Section Six
Assignment

It is understood that the rights of the Owner do not automatically transfer upon sale or lease of the property. The County agrees to permit assignment of the rights and obligations of Owner to a subsequent buyer or tenant, provided Owner obtains the County's prior written consent, which County shall not unreasonably withhold. Any action regarding this agreement shall be governed by the laws and courts of the State of Nebraska.

Section Seven
**County Maintenance of Fall Zone/Tower/Building Easement
and Access/Utility Easement**

It is understood that County will need to maintain Fall Zone and Access Easement on an "as-needed" basis. Further, it is understood that Owner will not construct on, build on, alter, or change the Fall Zone/Tower/Building Easement or Access/Utility Easement in any way while this Agreement is in full force and effect without the express written permission and consent of the County.

Executed 10-4, 2019.

Kurt M Dunker
Kurt M. Dunker

Melissa M Dunker
Melissa M. Dunker

State of **Nebraska**
County of Dodge

The foregoing instrument was acknowledged before me this 4th day of October, 2019, by Kurt M. Dunker and Melissa M. Dunker, husband and wife.

Crystal G LeGrande
Notary Public



Executed _____ 10/10, 2019.

Dodge County, a Political Subdivision of the State of Nebraska



Robert Missel
Chairman, Dodge County Board of Supervisors

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20__ by **Robert Missel, Chairman, Dodge County Board of Supervisors.**

Notary Public