

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

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

March 31, 2020

Dodge County, Nebraska  
ATTN: County Clerk  
435 N Park Ave  
Fremont, NE 658025

Agenda Item # 23  
Date 4/8/20

RE: Owners Title Insurance Policy No: 5011400-2648858e

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 and Policy

 <b>First American Title™</b>	<b>Owner's Policy of Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Owner's Policy</b>	POLICY NUMBER <b>5011400-2648858e</b>

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**

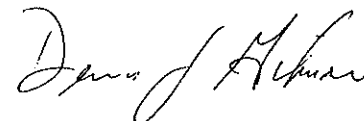
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, 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**



Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

For Reference:

File #: 190564

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.: **190564**

Policy No.: **5011400-2648858e**

Address Reference: **N/A, Fremont, NE 68025**

Amount of Insurance: **\$201,300.00**

Premium: **\$662.00**

Endorsements:

Date of Policy: **March 6, 2020, at 10:38am**

1. Name of Insured:

**Dodge County, Nebraska, as to an undivided 1/2 interest**

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

3. Title is vested in:

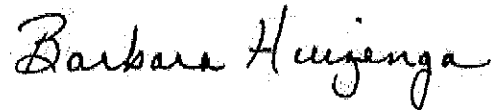
**Dodge County, Nebraska, as to an undivided 1/2 interest**

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

**Outlot A of Fremont Technology Park Replat of Outlot A, an Addition to the City of Fremont, Dodge County, Nebraska.**

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

By:



**Authorized Countersignature**

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

# OWNER'S POLICY OF TITLE INSURANCE

## *First American Title Insurance Company*

### SCHEDULE B

File No.: 190564

Policy No.: 5011400-2648858e

### 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. 270139609. 2019 taxes \$1,320.20, and prior years, PAID.**
2. **Permanent Utility Easement to the City of Fremont, Nebraska, any private or public utility company, dated November 23, 1998, filed July 22, 1999, recorded in Book 1999 at page 4738, Grants easement over: The North 70.00 feet of lots 1, 2, 3 4, 5, 6, 7 and 8 of D. Schroeder's Subdivision, Dodge County, Nebraska, for the sole purpose of constructing and maintaining utility lines and pipes.**
3. **Terms and provisions of Leasehold Contract recorded July 22, 1999, in Book 1999 at page 4739.**
4. **Unrecorded Lease to Larry Nielsen as evidenced in Leasehold Contract recorded July 22, 1999, in Book 1999 at page 4739.**
5. **Ordinance No. 5056 recorded July 2, 2007, in Book 2007 at page 4168, creates Water Connection District No. WC-903-06.**
6. **Ordinance # 5258 creates Sanitary Sewer Extension District # SE 802-12 recorded October 15, 2012 as Inst. No. 201205578.**
7. **Easements and setback lines as described in the Plat and Dedication of Fremont Technology Park recorded October 15, 2013 as Inst. No. 201305640.**
8. **Easements and setback lines as described in the Plat and Dedication of Fremont Technology Park Replat of Outlot "A" recorded January 27, 2015 as Inst. No. 201500351.**

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  
03-06-2020 \$ 0.00  
By: CG  
# 202001161

DOCUMENT#: 202001161  
Recorded 03-06-2020 at 10:38 AM  
Carol Givens, Register of Deeds  
DODGE COUNTY NE  
Pages: 2 Fee: \$16.00

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

WARRANTY DEED

KNOW ALL MEN by these presents that,

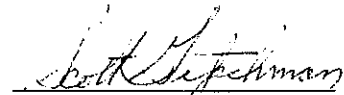
City of Fremont, hereinafter called the grantor, in consideration of One Dollar and other valuable consideration received from grantee, do hereby grant, bargain, sell, convey, and confirm unto

\* Nebraska,  
Dodge County, called grantee, an undivided one-half interest in the following described real property in Dodge County, Nebraska:

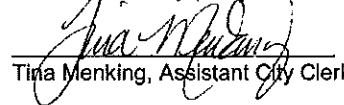
Outlot A, Fremont Technology Park Replat of Outlot "A," as shown in the attached Exhibit A, containing 12.20 acres, more or less (the "Premises").

To have and to hold the above described interest in the premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee forever. And the grantor does hereby covenant with the grantee that grantor is lawfully seized of said premises; that they are free from encumbrance **except covenants, easements and restrictions of record; all regular taxes and special assessments, except those levied or assessed subsequent to date hereof;** that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

Executed this 24<sup>th</sup> day of January, 2020.



Scott Getzschman, Mayor



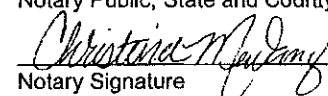
Tina Menking, Assistant City Clerk

STATE of NEBRASKA

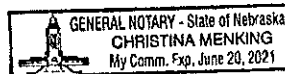
COUNTY of DODGE

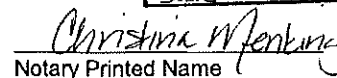
The following instrument was acknowledged before me this 24<sup>th</sup> day of January, 2020, by Scott Getzschman, Mayor of the City of Fremont.

Notary Public, State and County aforesaid



Notary Signature





Notary Printed Name

My commission expires: June 20, 2021

E-RECORDED  
ID: 202001161  
County: Dodge  
Date: 03/04/2020 Time: 10:38 am

WARRANTY DEED

KNOW ALL MEN by these presents that,


**City of Fremont**, hereinafter called the grantor, in consideration of One Dollar and other valuable consideration received from grantee, do hereby grant, bargain, sell, convey, and confirm unto

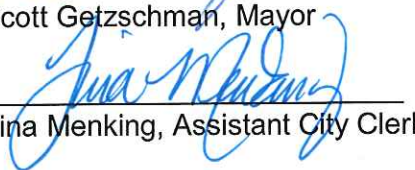
**Dodge County**, <sup>\* Nebraska,</sup> called grantee, an undivided one-half interest in the following described real property in Dodge County, Nebraska:

Outlot A, Fremont Technology Park Replat of Outlot "A," as shown in the attached Exhibit A, containing 12.20 acres, more or less (the "Premises").

To have and to hold the above described interest in the premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee forever. And the grantor does hereby covenant with the grantee that grantor is lawfully seized of said premises; that they are free from encumbrance **except covenants, easements and restrictions of record; all regular taxes and special assessments, except those levied or assessed subsequent to date hereof;** that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

Executed this 20<sup>th</sup> day of January, 2020.

  
\_\_\_\_\_  
Scott Getzschman, Mayor

  
\_\_\_\_\_  
Tina Menking, Assistant City Clerk

STATE of NEBRASKA

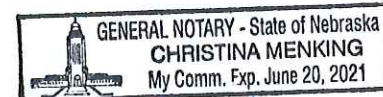
COUNTY of DODGE

The following instrument was acknowledged before me this 20<sup>th</sup> day of January, 2020, by Scott Getzschman, Mayor of the City of Fremont.

Notary Public, State and County aforesaid

  
\_\_\_\_\_  
Notary Signature

  
\_\_\_\_\_  
Notary Printed Name



My commission expires: June 20, 2021

201600361  
 Filed  
 January 27, 2015 10:00:00 AM  
 Register of Deeds  
 DODGE COUNTY, NE  
 Fee \$28.00

Exhibit A

FREMONT TECHNOLOGY PARK  
 Plat # REPLAT OF OUTLOT "A"  
 599

FREMONT CITY COUNCIL APPROVAL

THIS PLAT AND DEDICATION SHOWN ON THIS PLAT ARE HEREBY ACCEPTED BY THE  
 FREMONT CITY COUNCIL, DODGE COUNTY, NEBRASKA

THIS 17<sup>th</sup> DAY OF February, 2015

*Scott Getzschman*  
 SCOTT GETZSCHMAN, MAYOR

*Kimberly Volk*  
 KIMBERLY VOLK, CITY CLERK



PLANNING COMMISSION APPROVAL

THIS PLAT OF FREMONT TECHNOLOGY PARK REPLAT OF OUTLOT "A", RECONVEYANCE OF  
 FREMONT TECHNOLOGY PARK IS APPROVED BY THE FREMONT CITY PLANNING  
 COMMISSION ON December 15, 2014

*Chris Decker*  
 CHAIR

*Jan 19, 2015*  
 DATE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE CITY OF FREMONT, DODGE COUNTY,  
 NEBRASKA, BEING THE OWNER AND PROPRIETOR OF THE PROPERTY DESCRIBED WITHIN,  
 THE LEGAL DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAS CAUSED SAID LAND TO  
 BE PLATTED INTO ONE LOT AND ONE OUTLOT, TO BE NAMED AND NUMBERED AS SHOWN,  
 SAID PLAT TO BE HEREAFTER KNOWN AS FREMONT TECHNOLOGY PARK REPLAT OF  
 OUTLOT "A". SAID OWNER HEREBY RATIFIES AND APPROVES OF THE DISPOSITION OF  
 THEIR PROPERTY, AS SHOWN ON THIS PLAT. SAID OWNER GRANTS UTILITY EASEMENTS AT  
 THE LOCATIONS AND WIDTHS SHOWN ON THIS PLAT. WE DO ALSO GRANT EASEMENTS TO  
 THE CITY OF FREMONT. SAID EASEMENTS ARE RESERVED FOR THE USE OF PUBLIC  
 UTILITIES, AND ARE SUBJECT TO THE PARAMOUNT RIGHT OF THE PUBLIC UTILITY TO  
 INSTALL, REPAIR, REPLACE AND MAINTAIN ITS INSTALLATIONS.

CITY OF FREMONT, DODGE COUNTY, NEBRASKA

*Scott Getzschman*  
 SCOTT GETZSCHMAN, MAYOR



ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }  
 DODGE COUNTY } SS  
 ON THIS 17<sup>th</sup> DAY OF February, 2015, THE  
 UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY CAME SCOTT GETZSCHMAN, MAYOR, CITY  
 OF FREMONT, DODGE COUNTY, NEBRASKA

*Michael R. Johnson*  
 MICHAEL R. JOHNSON  
 NOTARY PUBLIC



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION  
 DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL  
 CORNERS OF LOTS, ANGLE POINTS AND ENDS OF CURVES IN FREMONT TECHNOLOGY  
 PARK REPLAT OF OUTLOT "A", A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF  
 SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., CITY OF FREMONT,  
 DODGE COUNTY, NEBRASKA.

Jan 6th, 2015  
 DATE

*Michael R. Johnson*  
 MICHAEL R. JOHNSON  
 601 P STREET, SUITE 200  
 LINCOLN, NE 68506

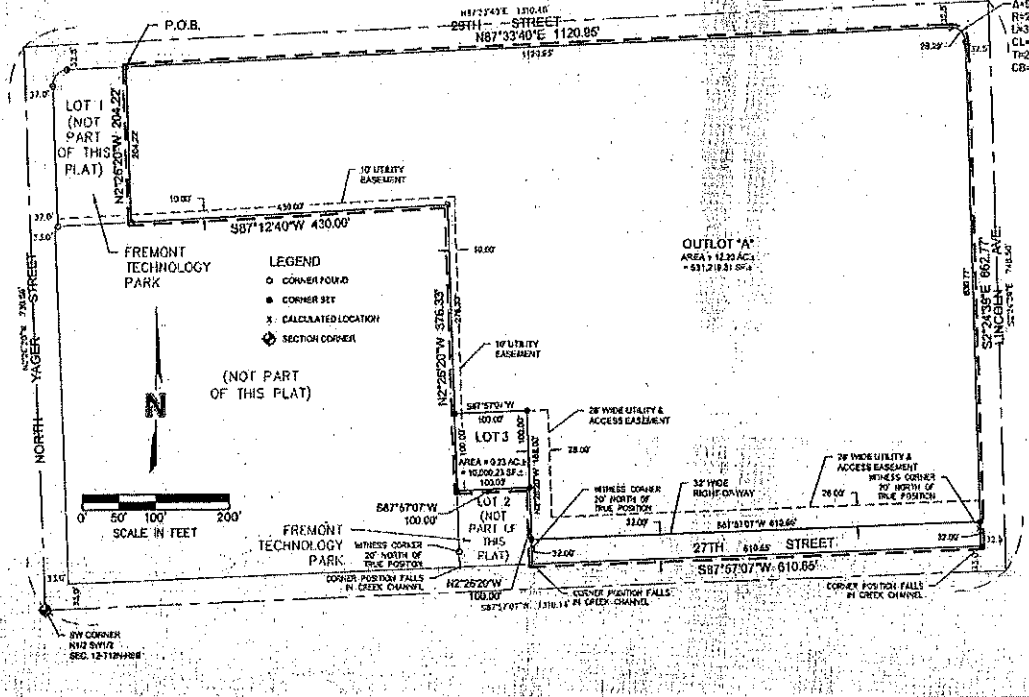
LS NUMBER  
526



LEGAL DESCRIPTION

A TRACT OF LAND COMPOSED OF OUTLOT "A", FREMONT TECHNOLOGY PARK,  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH,  
 RANGE 8 EAST OF THE 6TH P.M., CITY OF FREMONT, DODGE COUNTY,  
 NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF OUTLOT "A", FREMONT  
 TECHNOLOGY PARK, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1,  
 FREMONT TECHNOLOGY PARK, SAID POINT ALSO BEING ON THE SOUTH  
 RIGHT-OF-WAY LINE OF 27TH STREET, THENCE EASTERLY ON THE NORTH LINE  
 OF SAID OUTLOT "A", SAID LINE BEING THE SOUTH LINE OF SAID RIGHT-OF-WAY  
 ON AN ASSUMED BEARING OF N87°33'40"E, A DISTANCE OF 1,120.95 TO A  
 NORTH CORNER OF SAID OUTLOT "A", SAID POINT BEING A POINT OF  
 CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL  
 ANGLE OF 80°18'12", A RADIUS OF 30.00', AN ARC LENGTH OF 31.43' ON A  
 NORTHEAST LINE OF SAID OUTLOT "A", SAID LINE BEING A SOUTHWEST LINE OF  
 SAID RIGHT-OF-WAY, A CHORD LENGTH OF 28.20', A TANGENT LENGTH OF  
 28.01', AND A CHORD BEARING OF S47°15'30"E, TO AN EAST CORNER OF SAID  
 OUTLOT "A", SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF LEXINGTON  
 AVENUE, THENCE S62°24'39"E, ON THE EAST LINE OF SAID OUTLOT "A", SAID  
 LINE BEING THE WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 662.77' TO  
 THE SOUTHEAST CORNER OF SAID OUTLOT "A", THENCE S89°57'01"W, ON THE  
 SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 610.85' TO THE SOUTHWEST  
 CORNER OF SAID OUTLOT "A", SAID POINT BEING THE SOUTHWEST CORNER OF  
 LOT 2, FREMONT TECHNOLOGY PARK, THENCE N02°28'20"W, ON A WEST LINE  
 OF SAID OUTLOT "A", SAID LINE BEING THE EAST LINE OF SAID LOT 2, A  
 DISTANCE OF 100.00' TO A WEST CORNER OF SAID OUTLOT "A", SAID POINT  
 BEING THE NORTHEAST CORNER OF SAID LOT 2, THENCE S89°57'01"W, ON A  
 SOUTH LINE OF SAID OUTLOT "A", SAID LINE BEING THE NORTH LINE OF SAID  
 LOT 2, A DISTANCE OF 100.00' TO A WEST CORNER OF SAID OUTLOT "A", SAID  
 POINT BEING THE NORTHWEST CORNER OF SAID LOT 2, THENCE N02°28'20"W,  
 ON A WEST LINE OF SAID OUTLOT "A", A DISTANCE OF 378.33' TO A WEST  
 CORNER OF SAID OUTLOT "A", THENCE S89°57'01"W, ON A SOUTH LINE OF SAID  
 OUTLOT "A", A DISTANCE OF 430.00' TO A WEST CORNER OF SAID OUTLOT "A",  
 SAID POINT BEING THE SOUTHWEST CORNER OF LOT 1, FREMONT  
 TECHNOLOGY PARK, THENCE N02°28'20"W, ON THE WEST LINE OF SAID OUTLOT  
 "A", SAID LINE BEING THE EAST LINE OF SAID LOT 1, A DISTANCE OF 224.22' TO  
 THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA  
 660,769.66 SQUARE FEET OR 12.87 ACRES, MORE OR FEWER.



# Real Estate Transfer Statement

FORM  
521

• 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 <b>DODGE - 27</b>	2 County Number	3 Date of Sale/Transfer Mo. <u>12</u> Day <u>5</u> Yr. <u>2018</u>	4 Date of Deed Mo. <u>1</u> Day <u>29</u> Yr. <u>2020</u>
5 Grantor's Name, Address, and Telephone (Please Print) Grantor's Name (Seller) <u>CITY OF FREMONT</u> Street or Other Mailing Address <u>400 E MILITARY</u> City <u>FREMONT</u> State <u>NE</u> Zip Code <u>68025</u> Phone Number <u>402-727-2630</u> Email Address <u>n/a</u>		6 Grantee's Name, Address, and Telephone (Please Print) Grantee's Name (Buyer) <u>DODGE COUNTY</u> Street or Other Mailing Address <u>435 N PARK</u> City <u>FREMONT</u> State <u>NE</u> Zip Code <u>68025</u> Phone Number <u>n/a</u> Is the grantee a 501(c)(3) organization? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, is the grantee a 509(a) foundation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Email Address <u>n/a</u>	

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 type="checkbox"/> Improved <input checked="" type="checkbox"/> Unimproved <input type="checkbox"/> IOLL	<input type="checkbox"/> Single Family <input type="checkbox"/> Multi-Family <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Agricultural <input type="checkbox"/> Recreational <input type="checkbox"/> Mineral Interests-Nonproducing <input type="checkbox"/> Mineral Interests-Producing	<input type="checkbox"/> State Assessed <input checked="" type="checkbox"/> Exempt <input type="checkbox"/> Mobile Home

8 Type of Deed

<input type="checkbox"/> Conservator	<input type="checkbox"/> Distribution	<input type="checkbox"/> Land Contract/Memo	<input type="checkbox"/> Partition	<input type="checkbox"/> Sheriff	<input checked="" type="checkbox"/> Other <u>INTER-LOCAL</u>
<input type="checkbox"/> Bill of Sale	<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"/> Cemetery	<input type="checkbox"/> Death Certificate - Transfer on Death	<input type="checkbox"/> Executor	<input type="checkbox"/> Mineral	<input type="checkbox"/> Quit Claim	<input type="checkbox"/> Warranty

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

10 Type of Transfer

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

11 Was ownership transferred in full? (If No, explain the division.)  
 Yes  No 1/2 INTEREST

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

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?  
201,300.00

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  No

18 Address of Property

18a  No address assigned 18b  Vacant land

19 Name and Address of Person to Whom the Tax Statement Should be Sent  
TYLER FICKEN, CITY CLERK 400 E Military Ave  
 Fremont, NE 68025

20 Legal Description  
OUTLOT A, FREMONT TECHNOLOGY PARK REPART OF OUTLOT "A," CONTAINING 12.20 ACRES, MORE OR LESS.

21 If agricultural, list total number of acres 12.20

22 Total purchase price, including any liabilities assumed	22	\$ <u>EXEMPT 0 00</u>
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	\$ <u>EXEMPT 0 00</u>

25 If this transfer is exempt from the documentary stamp tax, list the exemption number 2

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.

sign here

BOB MISSEZ  
Print or Type Name of Grantee or Authorized Representative

BOB MISSEZ  
Signature of Grantee or Authorized Representative

CHAIRMAN  
Title

4023177832  
Phone Number

2/28/20  
Date

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

Grantee—Retain a copy of this document for your records.