

ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice, Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

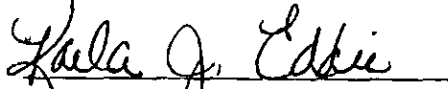
This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Issued through the Office of

PREMIER ABSTRACT & TITLE, INC.
104 W. 1st St./PO Box 73
Ogallala, NE 69153
308-284-3592

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111


Authorized Signatory

By  President

Attest  Secretary

File No: 20200443-D

Premier Abstract & Title, Inc., Agent for

Old Republic National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE

Schedule A

1. Commitment Date: **April 22, 2020 at 8:00 a.m.**

2. Policy to be issued: POLICY AMOUNT
 - (a) 2006 ALTA OWNER'S POLICY **\$To be determined
Premium: \$TBD**
Proposed Insured: **To Be Determined**

 - (b) 2006 ALTA LOAN POLICY **\$To be determined
Premium: \$TBD**
Proposed Insured: **To Be Determined**

 - (c) Endorsements: Premium: \$
Insured Closing Letter: Yes No Premium: \$

3. The estate or interest in the Land described or referred to in this Commitment is **fee simple**.

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

Alberta Maki and Emily Curry, as Tenants in Common.

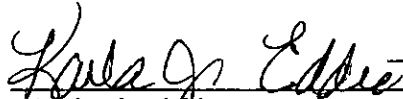
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5. The Land is described as follows:

The Southeast Quarter (SE¹/₄) of Section Ten (10), Township Thirteen (13) North, Range Forty-eight (48) West of the 6th P.M., Cheyenne County, Nebraska, except that tract deeded to The State of Nebraska in Deed Book 99, Page 102.

Old Republic National Title Insurance Company


Authorized Signatory

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Old Republic National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B – SECTION 1 REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
(Documents to be listed here)
 - a. **Deed in proper form from party shown in Schedule A, paragraph 4 hereof to party shown in Schedule A, paragraph 2(a) hereof, to be recorded with the Clerk's Office, Cheyenne County, Nebraska.**
 - b. **Mortgage/Deed of Trust from the party shown in Schedule A, paragraph 2a, to that lender shown in Schedule A, paragraph 2(b), to be recorded with the Clerk's Office, Cheyenne County, Nebraska. (if needed)**
5. **Further requirements may be made once the buyer, and/or lender have been disclosed to the title company.**

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Old Republic National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B – SECTION II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

Standard Exceptions

2. (a) Rights or claims of parties in possession not shown by the public records.
(b) Easements, or claims of easements, not shown by the public records.
(c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
(d) Any lien, or right to a lien, for services, labor or material heretofore, or hereafter furnished, imposed by law and not shown by the public records.

Special Exceptions

3. Taxes or special assessments which are not shown as existing liens by the public records.
4. Taxes for 2019 (\$2,265.46) and prior years are paid in full. Taxes for 2020 are accruing and are not yet due and payable. Parcel ID#170022714. NOTE: Taxes include other lands.

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- 5. Rights of the Public, State, County, City, and/or Village in and to that portion of land referred to in this Policy taken or used for road purposes.**
- 6. Right of way easement for communication systems in favor of American Telephone and Telegraph as evidenced by the instrument recorded June 25, 1941 in Miscellaneous Book 24, Page 651, Clerk's Office, Cheyenne County, Nebraska. Assignment of easement to Northwestern Bell Telephone Company as evidenced by the instrument recorded April 25, 1978 in Miscellaneous Book 183, Page 336, in said Clerk's Office.**
- 7. Permanent easement for the control of advertising signs, displays, and other advertising devices lying within 660 feet of the Interstate Highway right of way in favor of The State of Nebraska as evidenced by the instrument recorded August 17, 1971 in Miscellaneous Book 156, Page 574, Clerk's Office, Cheyenne County, Nebraska.**
- 8. Expired but unreleased Oil and Gas Lease in favor of H. L. Spearman for a term of 10 years, recorded July 21, 1978 in Miscellaneous Book 185, Page 65, Clerk's Office, Cheyenne County, Nebraska. Said Lease was ultimately assigned to Exxon Corporation as evidenced by the instrument recorded April 24, 1986 in Miscellaneous Book 230, Page 681, in said Clerk's Office.**
- 9. Memorandum of Oil and Gas Lease in favor of Double Eagle Development, LLC for a term of 5 years, or as long thereafter as oil or gas are produced as evidenced by the instrument recorded November 9, 2012 in Miscellaneous Book 301, Page 216, Clerk's Office, Cheyenne County, Nebraska.**
- 10. Correction of Memorandum of Oil and Gas Lease in favor of Double Eagle Development, LLC for a term of 5 years, or as long thereafter as oil or gas are produced as evidenced by the instrument recorded December 21, 2012 in Miscellaneous Book 302, Page 275, Clerk's Office, Cheyenne County, Nebraska.**
- 11. Service contract in favor of Wheat Belt Public Power District as evidenced by the instrument recorded August 19, 2019 at Instrument No. 2019-01389, Clerk's Office, Cheyenne County, Nebraska.**
- 12. Reservation of one-half of the royalty interest in and to the oil, gas and other minerals that may lie in, on, under or be produced from said land, for a period of 20 years or as long as a lease has been executed during said period and shall continue until production ceases or lease expires, as shown on the deed recorded March 14, 1985 in Deed Book 117, Page 192, Clerk's Office, Cheyenne County, Nebraska.**
- 13. Reservation of one-half of the non-participating royalty interest in the remaining oil, gases and minerals until March 14, 2005 or in the event of production as long as production exists, recorded March 14, 1985 in Deed Book 117, Page 193, Clerk's Office, Cheyenne County, Nebraska.**

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14. Mineral Deed from Maxfield G. Osborn and Marilyn Jo Osborn, husband and wife and Patricia J. Olmstead and Don G. Olmstead, wife and husband to Maxfield G. Osborn and Marilyn Jo Osborn, husband and wife, as to an undivided one-half interest and Patricia J. Olmstead and Don G. Olmstead, wife and husband, as to an undivided one-half interest, to all of the oil, gas and other minerals in and under and that maybe produced as evidenced by the deed recorded October 10, 2006 in Deed Book 144, Page 399, Clerk's Office, Cheyenne County, Nebraska.

The paragraph titled "Arbitration" in the Conditions and Stipulations of this policy is hereby deleted.

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements,
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions, or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>

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Premier Abstract & Title, Inc.

104 West 1st Street
P.O. Box 73
Ogallala, NE 69153
308-284-3592
877-889-1483 Toll Free
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bernie_premierabstract@allophone.com
karla_premierabstract@allophone.com

PRIVACY POLICY NOTICE

Dear Customer:

We collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as your name, address, telephone number, or social security number
- Information about your transaction with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc.
- Information from public records

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide the products or services requested by you or your lender.

We maintain physical, electronic, and procedural safeguards that comply with appropriate federal and state regulations.

No response to this Notice is required, but if you have any questions, please write to us.

PREMIER ABSTRACT & TITLE, INC.



FACTS
WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> Social Security number and employment information Mortgage rates and payments and account balances Checking account information and wire transfer instructions When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions

 Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>