

**KUNZMAN TITLE COMPANY**  
424 Niobrara Avenue P.O. Box 9  
Alliance, NE 69301  
(308) 762-4004  
(308) 762-3775(fax)

Date: December 02, 2020

Invoice #: 6676

Reference: CW-200413

To: Kraupie's Real Estate  
P.O. Box 100  
Bridgeport, NE 69336

Attn: Darrell Kraupie

Legal: Section: S1/2 of 29 Township: 27 Range: 47

DEBIT DESCRIPTION	DEBIT	PAID	CREDIT DESCRIPTION	CREDIT	BALANCE
Commitment for Title Insurance on NE1/4 of Section 12-27-51, etc.					\$0.00
Seller: Helroy, LLC					\$0.00
Buyer: TBD					\$0.00
Owner's Policy (TBD)					\$0.00
<b>TOTALS:</b>	\$0.00	\$0.00		\$0.00	\$0.00



# Commonwealth Land Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE ISSUED BY Commonwealth Land 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, Commonwealth Land Title Insurance Company, a Missouri Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By:

ATTEST

President

Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

81C276B27

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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



(CW-19135.PFD/CW-19135/10)



# Commonwealth Land Title Insurance Company

## Transaction Identification Data for reference only:

Issuing Agent: Kunzman Title Company  
 Issuing Office: 424 Niobrara Ave, Alliance, NE 69301  
 Issuing Office's ALTA® Registry ID:  
 Loan ID No.:  
 Commitment No.: CW-200413  
 Issuing Office File No.:  
 Property Address: Rural Route, Alliance, NE 69301  
 Revision No.:

## SCHEDULE A

1. Commitment Date: November 30, 2020 at 07:00 AM
2. Policy to be issued:
  - (a) ALTA® ALTA Owner's Policy 6/17/06
 

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.

Proposed Policy Amount
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:
 

Helroy, LLC, a Nebraska limited liability company
5. The Land is described as follows:
 

Township 27 North, Range 47 West of the 6th P.M., Box Butte County, Nebraska:  
 Section 29: S½

Township 27 North, Range 48 West of the 6th P.M., Box Butte County, Nebraska:  
 Section 35: A tract of land in the W½ of Section 35, Township 27 North, Range 48 West of the 6th P.M., Box Butte County, Nebraska, described as follows: Beginning at the south quarter corner of said Section; thence South 89°15'00" West on the south line of said W½, for 1727.48 feet to a point 960.92 feet east of the southwest corner of said Section; thence North 0°45'00" West at right angles, for 56.81 feet to a point on a curve; thence Northwesterly on a curve concave to the southwest, having a radius of 1302.00 feet and a central angle of 72°58'14", for 1658.20 feet, said curve having a chord of North 37°14'24" West, 1548.38 feet; thence South 88°15'36" West at right angles to the west line of said Section, for 62.60 feet to a point on said west line; thence North 1°44'24" West on said west line, for 3623.91 feet to a point on the south right-of-way line of the east-west county road across said Section; thence North 89°15'09" East on said south right-of-way line, for 2709.03 feet to a point on the east line of said W½; thence South 1°30'00" East on said east line, for 4924.23 feet to the Point of Beginning and containing an area of 295.365 acres, more or less, of which 4.054 acres, more or less, is county road right-of-way.

Township 27 North, Range 51 West of the 6th P.M., Box Butte County, Nebraska:  
 Section 12: NE¼

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

81C276B27

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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



(CW-200413.PFD/CW-200413/2)



**SCHEDULE A**

(Continued)

Kunzman Title Company

By: Wendy L. Fritzler  
Wendy L. Fritzler

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

81C276B27

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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



(CW-200413.PFD/CW-200413/2)



# Commonwealth Land Title Insurance Company

## SCHEDULE B, PART I 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.
5. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
6. This company finds no open Deeds of Trust of record executed by the current owner of the Land. If you are aware of any existing loans executed by the current owner encumbering the Land, please notify this company immediately.
7. Provide Title Company with a filed, stamped and dated copy of the Articles of Organization and any amendments thereto and Operating Agreement and any amendments thereto for Helroy, LLC. Title Company reserves the right to make additional requirements after they have been examined.
8. Provide Title Company with a Letter/Certificate of Good Standing of Helroy, LLC from the Secretary of State of the State of Nebraska.
9. The Deed or Deed of Trust executed by a LLC must be signed by all the members, or if management of the company has been delegated by the members to a manager, it must be signed by the manager.
10. File properly executed Deed.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

81C276B27

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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



(CW-200413.PFD/CW-200413/5)



# Commonwealth Land Title Insurance Company

## SCHEDULE B, PART II Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not recorded in the public records.
3. Easements or claims of easements not recorded in the public records..
4. Any encroachment, encumbrance, violation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. The 2019 Taxes are shown as Paid in the amount of \$10,201.58 on S½ of Section 29-27-47, Tax I.D. #070105774.; the 2020 Taxes are not yet due (\$9,634.42). The 2019 Taxes are shown as Paid in the amount of \$9,217.42 on Pt W½ of Section 35-27-48, Tax I.D. #070208395; the 2020 Taxes are not yet due (\$8,850.02). The 2019 Taxes are shown as Paid in the amount of \$3,549.96 on NE¼ of Section 12-27-51, Tax I.D. #070096074; the 2020 Taxes are not yet due (\$3,818.74). [The 2020 Taxes are payable as follows: the 1st ½ is delinquent 5-1-21; the 2nd ½ is delinquent 9-1-21.]
8. Reservation for rights of way for ditches and canals constructed by the authority of the United States as reserved in patents issued by the United States of America.
9. The final policy when issued will contain the following notice to Insured: NOTE: Included within matters excluded by Exclusions from Coverage, Paragraph 1(a) are the consequences of any action brought under the Perishable Agricultural Commodities Act of 1930, as amended 7 USCS 499 et seq., the Packers and Stockyard Act of 1921, as amended, 7 U.S.C. 181 et seq., or any similar federal or state laws.
10. Rights of the public, United States of America, the State of Nebraska, the County of Box Butte, in and to any portion of the land taken or used for highways, roads, streets, or alleys, whether by easement or fee title.
11. No coverage is provided regarding Financing Statements and/or Security Agreements that are not filed in the real estate records of the respective county in which the land is located, and indexed against the insured real estate.
12. Notwithstanding anything to the contrary contained herein in the legal description of the property, the amount of acreage shown is for reference only, and represents no guarantee, or other undertaking by the insurer, of the actual amount of acreage contained in the property.
13. Application for Membership and Agreement for Electric Service to PREMA, dated May 5, 2003, filed June 4, 2003 and recorded in

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

81C276B27

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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



(CW-200413.PFD/CW-200413/7)



**SCHEDULE B, PART II**  
(Continued)

Book 62, Page 839. (SW¼ of Section 29-27-47)

14. Application for Membership and Agreement for Electric Service to PREMA, dated April 26, 2010, filed May 3, 2010 and recorded in Book 66, Page 436. (SE¼ of Section 29-27-47)
15. Right of Way Grant to Kansas-Nebraska Natural Gas Company, Inc., a Kansas Corporation, dated September 28, 1970, filed April 5, 1971 and recorded in Book 59, Page 231. (W½ of Section 35-27-48)
16. Application for Membership and Agreement for Electric Service to PREMA, dated March 20, 1986, filed May 14, 1986 and recorded in Book 54, Page 109. (W½ of Section 35-27-48)
17. Application for Membership and Agreement for Electric Service to PREMA, dated June 5, 2000, filed August 10, 2000 and recorded in Book 61, Page 341. (NW¼ of Section 35-27-48)
18. General Conveyance, Assignment, and Bill of Sale from Kinder Morgan, Inc., a Kansas corporation to Source Gas Distribution, LLC, a Delaware limited liability company, dated March 29, 2007, filed April 9, 2007 and recorded in Book 65, Page 12. (W½ of Section 35-27-48)
19. Application for Membership and Agreement for Electric Service to PREMA, dated May 5, 2003, filed June 4, 2003 and recorded in Book 62, Page 837. (NW¼ of Section 35-27-48)
20. Electric Line Right of Way Easement to PREMA, dated March 1, 2018, filed March 15, 2018 and recorded as Instrument #2018-0323. (NW¼ of Section 35-27-48)
21. Right of Way Easement for Electric Line to PREMA, dated December 2, 1975, filed December 8, 1975 and recorded in Book 64, Page 533. (NE¼ of Section 12-27-51)
22. Right of Way Easement for Electric Line to PREMA, dated March 3, 1982, filed March 24, 1982 and recorded in Book 73, Page 117. (NE¼ of Section 12-27-51)
23. Application for Membership and Electric Service to PREMA, dated March 3, 1982, filed July 8, 1982 and recorded in Book 51, Page 147. (NE¼ of Section 12-27-51)
24. Agreement for Electric Service to PREMA, dated March 3, 1982, filed July 8, 1982 and recorded in Book 51, Page 148. (NE¼ of Section 12-27-51)
25. Application for Membership and Agreement for Electric Service to PREMA, dated January 31, 1990, filed July 27, 1990 and recorded in Book in Book 57, Page 44. (NE¼ of Section 12-27-51)
26. Mineral reservations, mineral conveyances, and oil and gas leases are specifically excepted from this policy.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

81C276B27

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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



(CW-200413.PFD/CW-200413/7)



# Commonwealth Land Title Insurance Company

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a 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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

81C276B27

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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



(CW-19135.PFD/CW-19135/10)





## Commonwealth Land Title Insurance Company

### 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.

### 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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

81C276B27

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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



(CW-19135.PFD/CW-19135/10)



## Commonwealth Land Title Insurance Company

### 8. PRO-FORMA POLICY

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

### 9. ARBITRATION – Intentionally Deleted

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

81C276B27

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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



(CW-19135.PFD/CW-19135/10)





## TITLE INSURANCE AFFIDAVIT

STATE OF NEBRASKA                    )  
  ) SS.  
COUNTY OF                            )

COMMITMENT NO. **CW-200413**

The undersigned, hereinafter referred to as affiant, whether one or more, of lawful age, being first duly sworn on oath states:

THAT affiant is the present owner of and is in possession of property located at:

and described as: **See attached Exhibit "A"**

THAT all claims for any work and labor done or any material used in making any improvements or alterations, remodeling or adding to any existing improvements on said property have been fully paid, and that there are no financing statements or security agreements, vender's liens or unpaid bills for any heating, cooling, lighting, refrigeration or other fixtures or equipment in or on said premises.

THAT there are no outstanding leases, contracts of sale or options to purchase the above described real estate other than the one described herein, nor is anyone in possession of said property other than affiant or the tenants of the affiant who occupy same from month to month.

THAT there are no unpaid assessments against said property under the terms of any maintenance and development agreement of record.

THAT affiant owes no past due Federal or State taxes and that there are no delinquent Federal Assessments presently existing against affiant.

THAT affiant knows of no adverse claims to the above herein described property and that so far as affiant knows there are no encroachments, survey problems, boundary conflicts, or unrecorded easements.

THAT there are no suits pending against affiant in Federal or State Courts.

It is understood that this Affidavit is being executed to induce Commonwealth to provide survey coverage to the proposed lender, and that if survey problems arise which would have been known to the undersigned, Commonwealth may pursue all legal remedies available to Commonwealth against the parties signing this Affidavit to recover any losses sustained by Commonwealth by reason of the deletion of the survey exception on the aforesaid mortgagees' policy of title insurance.

Helroy, LLC

BY: \_\_\_\_\_

**Kunzman Title Company**

424 Niobrara Avenue  
P.O. Box 9  
Alliance, NE 69301

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

(SEAL)

EXHIBIT "A"

**Township 27 North, Range 47 West of the 6th P.M., Box Butte County, Nebraska:  
Section 29: S½**

**Township 27 North, Range 48 West of the 6th P.M., Box Butte County, Nebraska:  
Section 35: A tract of land in the W½ of Section 35, Township 27 North, Range 48 West of the 6th P.M., Box Butte County, Nebraska, described as follows: Beginning at the south quarter corner of said Section; thence South 89°15'00" West on the south line of said W½, for 1727.48 feet to a point 960.92 feet east of the southwest corner of said Section; thence North 0°45'00" West at right angles, for 56.81 feet to a point on a curve; thence Northwesterly on a curve concave to the southwest, having a radius of 1302.00 feet and a central angle of 72°58'14", for 1658.20 feet, said curve having a chord of North 37°14'24" West, 1548.38 feet; thence South 88°15'36" West at right angles to the west line of said Section, for 62.60 feet to a point on said west line; thence North 1°44'24" West on said west line, for 3623.91 feet to a point on the south right-of-way line of the east-west county road across said Section; thence North 89°15'09" East on said south right-of-way line, for 2709.03 feet to a point on the east line of said W½; thence South 1°30'00" East on said east line, for 4924.23 feet to the Point of Beginning and containing an area of 295.365 acres, more or less, of which 4.054 acres, more or less is county road right-of-way.**

**Township 27 North, Range 51 West of the 6th P.M., Box Butte County, Nebraska:  
Section 12: NE¼**



## **Kunzman Title Company**

### **PRIVACY POLICY NOTICE**

#### **PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Kunzman Title Company**.

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

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files or from others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We may also disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**FOR DEPARTMENT USE ONLY**

Owner ID

Surface Water Appropriation(s) Changed:

Ground Water Well Registration(s)  
Changed:

Ground Water Well Registration(s)  
Changed:

- Signature of Current Owner (Or Representative With Proper Documentation)

permits&amp;registrations/surfacewater/forms 5/8/2008 10:30 AM



### ALTERNATE CONTACT REQUEST (Optional)

Complete information below only if Alternate Contact Request box is checked in item 1.

6. This is a request to add an alternate contact to the file for: Surface Water Appropriation Nos.: _____ Ground Water Well Registration Nos.: _____ Dam Nos.: _____	
7. Name, Address and Telephone Number of Alternate Contact:     Zip Code: _____ Telephone No. (____) _____ E-mail Address: _____	8. Alternate Contact is Tenant, Farm Manager, Attorney, etc. Please explain.  _____ _____ _____ _____
9. Name, Address and Telephone Number of Alternate Contact:     Zip Code: _____ Telephone No. (____) _____ E-Mail Address: _____	10. Alternate Contact is Tenant, Farm Manager, Attorney, etc. Please explain.  _____ _____ _____ _____
11. Name, Address and Telephone Number of Alternate Contact:     Zip Code: _____ Telephone No. (____) _____ E-Mail Address: _____	12. Alternate Contact is Tenant, Farm Manager, Attorney, etc. Please explain.  _____ _____ _____ _____
13. Name, Address and Telephone Number of Alternate Contact:     Zip Code: _____ Telephone No. (____) _____ E-mail Address: _____	14. Alternate Contact is Tenant, Farm Manager, Attorney, etc. Please explain.  _____ _____ _____ _____
15. I/We, _____, give the Department of Natural Resources permission to provide copies of all correspondence, regulation notices, and orders to the above-mentioned party(ies) for matters concerning this appropriation, registration or dam.   <p>Reminder: Please sign and date on page 1.</p>	

**Return to:** State of Nebraska Department of Natural Resources  
 301 Centennial Mall South, P.O. Box 94676  
 Lincoln, Nebraska 68509-4676  
 Phone: (402) 471-2363