



# KNOX TITLE & ESCROW, L.L.C.

P.O. BOX 47 • CENTER, NE 68724  
Phone: (402) 288-4304 Fax: (402) 288-4307  
Email: [knoxtitle@gpcom.net](mailto:knoxtitle@gpcom.net)

JEANNIE M. FRITZ  
Office Manager  
KELLY J. MALCOM  
Title Insurance Agent  
MYRT NOVOTNY  
Closing Agent

**DATE: November 15, 2019**

**ORIGINAL TO: Homestead Land Management  
Attn: Dan Rohrer  
201 Main Street  
Creighton, NE 68729**

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*IN RE: - **Title Insurance File:** No. KFA19-282.C-1*

**Sellers:** *Lisa Hare, a married person.*

**Buyers:** *To Be Determined.*

**Lender:** *Not Requested.*

**Legal:** *A tract in S½SW¼SW¼ less Co. R.O.W, in 13-32-4, Knox Co., NE.*

**Enclosed please find the INVOICE shown below reflecting amount due, in addition to a TITLE INSURANCE COMMITMENT and various copies reference therein; all pertaining to the above as outlined.**

**Thank you for allowing KNOX TITLE & ESCROW to be of service to you. We appreciate your business! Please call if I can be of any further assistance.**

Sincerely,

*Jeannie M. Fritz*

**Jeannie M. Fritz  
Office Manager**

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## **INVOICE FOR SERVICES**

<b>*OWNER'S POLICY AMOUNT DUE:</b>	<b>To Be Determined.</b>
<b>*LENDER'S POLICY AMOUNT DUE:</b>	<b>To Be Determined.</b>
<b>*ENDORSEMENTS AMOUNT DUE:</b>	<b><u>To Be Determined.</u></b>
<b>*GRAND TOTAL AMOUNT DUE:</b>	<b>To Be Determined</b>

**\*\*If an Insurance Policy is not issue then a Search fee of \$100.00 will be assessed.\*\***

*"Searching the past with prompt, friendly service."*



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COMMITMENT FOR TITLE INSURANCE

Issued by

*First American Title Insurance Company*

First American Title Insurance Company, a California corporation (“Company”), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

*First American Title Insurance Company*

BY: *Curt B. Johnson*  
PRESIDENT

Attest: *Maria H. Kelley*  
SECRETARY



## CONDITIONS

The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

1. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of the Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
2. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified here in.
3. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the conditions of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of the Commitment.
4. The policy to be issued contains an arbitration clause. 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 as the exclusive remedy of the parties. You may review a copy of the arbitrations rules at <http://www.alta.org/>.

SCHEDULE A

1. EFFECTIVE DATE: November 4, 2019 at 8:30 a.m.

2. POLICY OR POLICIES TO BE ISSUED:

AMOUNT

(a) ALTA OWNER'S POLICY  
Proposed Insured:  
To Be Determined .

\$ To Be Determined

(b) ALTA LOAN POLICY  
Proposed Insured:  
To Be Determined

\$ To Be Determined

(c) ENDORSEMENTS  
To Be Determined .

3. The estate or interest in the land described or referred to in this commitment and covered herein is *FEE SIMPLE* and title thereto is at the effective date hereof vested in:

Lisa Hare, a single person.  
(Book 126 of Deeds at Page 127)

4. The land referred to in this Commitment is described as follows:

-\*- SEE EXHIBIT "A" - LEGAL DESCRIPTION -\*-

-\*- END OF SCHEDULE A -\*-

For informational purposes only:  
(Property Address: 53913 891 Road, Bloomfield, NE)  
(County of Knox)

EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land located in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section Thirteen (13), Township Thirty-two North (32N), Range Four (4) West of the 6<sup>th</sup> P.M., Knox County, Nebraska, and more particularly described as follows: Commencing at the Southwest corner of said Section Thirteen (13) which is the point of beginning; thence N00°00'00"E on an assumed bearing along the Section line between Sections Thirteen (13) and Fourteen (14), a distance of 518.76 feet; thence N89°01'13"E, a distance of 626.10 feet; thence S40°29'34"E a distance of 246.81 feet; thence S00°34'49"E, a distance of 167.57 feet; thence N89°18'11"W, a distance of 15.75 feet; thence S00°16'41"W, a distance of 174.23 feet to the Section line between Sections Thirteen (13) and Twenty-four (24); thence S89°59'13"W along the Section line, a distance of 771.38 feet to the point of beginning;

LESS

A tract of land located in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section Thirteen (13), Township Thirty-two North (32N), Range Four (4) West of the 6<sup>th</sup> P.M., Knox County, Nebraska, more particularly described as follows: Beginning at the Southwest corner of the Southwest Quarter (SW $\frac{1}{4}$ ) of said Section Thirteen (13); thence North, along the West section line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 13, a distance of 518.76 ft.; thence Easterly, along a line deflecting 89°01'13" Rt., from the last described course, a distance of 50.01 ft.; thence South, along a line parallel to the West line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 13, a distance of 192.76; thence East, perpendicular, a distance of 5.00 ft.; thence South, perpendicular, a distance of 326.55 ft. to the South line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 13; thence West, along the South line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 13, a distance of 55.00 ft. to the point of beginning containing 0.62 acres, more or less.

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SCHEDULE B - Section 1

Page 1 - Requirements

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I. THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

- Item (a) Payment to, or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

1. Subject to a receipt and review of a search and examination of the property from the Bureau of Indian Affairs.

2. WARRANTY DEED (in insurable form) to be executed by Lisa Hare and Marc Broderson, wife and husband, (Grantor); - IN FAVOR OF- To Be Determined, (Grantee); conveying the real estate described in Schedule A of this Commitment.

3. RELEASE OF CONSTRUCTION LIEN dated August 20, 2019 and recorded on October 16, 2019 in the Knox County Register of Deeds Office in Mechanics Lien Book 7 at Pages 697-699, said construction lien reflects that Lisa Hare, (Contracting Owner) owes an estimated amount of \$8,370.14 to Doering Trenching and Plumbing, LLC, (Claimant). (See copy attached.)

4. The Company will require the Tribe to deliver true and correct copies, or originals, of the following documents:
- The Tribe's organic documents, including but not limited to
- a. If the Tribe is organized under 25 USC 476 Section 16 of the Indian Reorganization Act, its Constitution and Bylaws, if any;
  - b. If the Tribe has incorporated under 25 USC 477 Section 17 of the Indian Reorganization Act, ("Section 17 Corporation"), its federal Charter, and Bylaws, if any;
  - c. If the Tribe has created a tribal business entity or instrumentality (e.g., a limited liability company, a corporation or any other commercial or legal organization that is organized under federal, state or tribal law) ("Tribal Business Entity"), evidence of the official action by the Tribe that resulted in such creation;
  - d. The Tribe's ordinances, statutes and/or code of law; and
  - e. All other documents that describe the Tribe's governance and the powers and authority of the Tribe's governing body and officials of the Section 17 Corporation and Officers and of the Tribal Business Entity and officers or, if it has no officers, of other of its personnel.

SCHEDULE B - Section 1

Page 2 - Requirements

- I. Evidence that the person or persons executing documents on behalf of the Tribe, the Section 17 Corporation and/or the Tribal Business Entity are duly and properly authorized to take such action, including but not limited to
- a. All Resolutions of the Tribe's governing body or other entity in which relevant power and authority have been vested by the Tribe's and/or Section 17 Corporation's organic documents;
  - b. Minutes of meetings'
  - c. Specific tribal law (for example, but not limited to, specific ordinances, tribal law code sections, statutes or other law) that identifies the person or persons authorized and approved to sign contracts and other documents on behalf of the Tribe, of the Section 17 Corporation and/or of the Tribal Business Entity and to create obligations of the Tribe, the Section 17 Corporation and/or the Tribal Business Entity; and
  - d. Written confirmation that any adoption of such Resolutions, minutes of meetings and tribal law was/were in accordance, and in compliance, with Tribal law.
- II. Written certification by an authorized official of the Tribe, by an authorized officer of Section 17 Corporation and/or by an authorized officer of the Tribal Business Entity, the documents (s) listed in sections 1 and 2 above are true and correct copies of such documents.

5. AGREEMENT FOR SETTLEMENT SERVICES; The Company will require a document satisfactory to the Company that contains language satisfactory to the Company by which the Tribe, the Section 17 Corporation and/or the Tribal Business Entity (a) waives its respective sovereign immunity from suit in any court of competent jurisdiction; (b) waives any defense of due to failure to exhaust remedies in the Tribe's courts; (c) agrees that such documents shall be governed by the laws of a jurisdiction satisfactory to the Company; (d) consents to jurisdiction and venue in the courts of the United States of American and the courts of the state in which the land is located; and agrees that the Company is the intended beneficiary of the waivers, agreements and consents.

6. OWNERS LIEN GUARANTY AND AFFIDAVIT to be executed by Lisa Hare and Marc Broderon, wife and husband, to be submitted to the Title Company herein. (Blank form furnished.)

**THE TITLE COMPANY HEREIN RESERVES THE RIGHT TO MAKE FURTHER REQUIREMENTS UPON DETERMINATION OF A BUYER.**

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SCHEDULE B - Section 2

Page 1 - Exceptions

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THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material, theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value of record the estate or interest or mortgage thereon covered by the commitment.

-\*- SEE SCHEDULE B - Section 2, Page 2 for Remaining Exceptions -\*-

Exceptions numbered \_\_\_\_\_ are hereby omitted.



SCHEDULE B - Section 2

Page 2 - Exceptions

8. **TAXES:** Taxes and assessments not yet due or payable and special assessments not yet certified to the Offices of the County Treasurer.

**NOTE:** The taxed legal and value are shown for informational purposes only.

According to Parcel: #540004089

(Taxed owner: Lisa Hare, 53913 891 Rd, Bloomfield, NE 68718)

(Taxed legal: Tr S2SWSW les Co. R.O.W., in 13-32-4, Knox Co., NE.)

(Tax Valuation 2018: \$66,825.00)

(Net Base Tax for 2018: \$600.16)

The 2017 real estate taxes and all prior years are shown PAID. The 2018 real estate taxes in the amount of \$600.16 are shown NOT PAID and are DUE and DELINQUENT with interest accruing.

9. Rights of the public, United States of America, State of Nebraska, County of Knox, and/or the Santee Sioux Tribe of Nebraska, in and to any portion of the land taken or used for highways, roads, streets or alleys, whether by easement or fee title.
10. Rights or interest of parties in possession pursuant to unrecorded or recorded leases, contracts and/or verbal agreements.
11. Survey of subject property recorded on July 1, 2004 in Book L, Page 264 (Slide 133) of the Plat Records of Knox County, Nebraska.
12. Right of Way Contract granted to Knox County, Nebraska; recorded on November 1, 2006 in Misc. Book 41, Page 560-563, in the Knox County Register of Deeds Office.
13. Right of Way Contract Temporary Easement granted to Knox County, Nebraska; recorded on November 1, 2006 in Misc. Book 41, Page 556-559, in the Knox County Register of Deeds Office
14. Any inaccuracy in any reference to acreage contained in this Commitment for Title Insurance. The Title Company does not insure the quantity of land.
15. Judgment proceeding or pending action registered with the tribal court of Santee Sioux Tribe of Nebraska will be excepted to on the final policy.

-- SEE SCHEDULE B - SECTION 2, PAGE 3 FOR ADDITIONAL EXCEPTIONS --

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SCHEDULE B - Section 2

Page 3 - Exceptions

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16. Taxes and assessments imposed by the Santee Sioux Tribe.
17. Applicability of or failure to comply with the nonintercourse Act as set forth in Section 25 US Code 177.
18. (a) Any law, ordinance or regulation of an Indian tribe or Nation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part, or (iv) environmental protection, or the effect of any violation of these laws, ordinances or regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any exercise of police power by an Indian tribe or Nation not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect lien or encumbrance resulting from a violation the land has been recorded in the public records at Date of Policy.

Rights of eminent domain exercised by an Indian tribe or Nation unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

Any adverse claim to title made by or on behalf of an Indian Allottee or the heirs of such Allottee based upon the assertion that such land was improperly removed from the United State Government Trust Protection.

19. Documents filed in the records of a Native American Tribe, Bank, Pueblo, Nation, Community, Village, Rancheria or similar entity or association of Native Americans or any other repository of Native American Land Records, including, but not limited to the Bureau of Indian Affairs Land Title and Records Office and matters disclosed therein.

***GUARANTY and AFFIDAVIT***

**TO: FIRST AMERICAN TITLE INSURANCE COMPANY**

Agent's File No. *KFA19-282.C-1*

The undersigned in consideration of issuance of a policy or policies of title insurance covering the real estate legally described as:

-\*- SEE EXHIBIT "A" - LEGAL DESCRIPTION -\*-

Free and clear of the Standard Exception to coverage contained in the American Land Title Association Standard Owners/Mortgagees Policy, does hereby warrant, covenant and agree with and unto KNOX TITLE & ESCROW, LLC and its underwriting company as follows:

1. That there are no unpaid bills for materials supplied or labor furnished for the construction and erection of improvements, including site preparation, on said real estate which would be the basis for a Mechanic's, Materialman's or Construction Lien pursuant to the laws of the State of Nebraska.
2. There have been no public improvements affecting the property prior to date hereof that would give rise to a special property tax assessment against the property subsequent to the date hereof, nor has the undersigned received any notice of any pending public improvements.
3. There are presently no parties in possession of the property whose interest do not appear of record in the public records which affect the title to said real estate except: \_\_\_\_\_.
4. There are no other parties asserting claims adverse to the interest of the fee simple titleholders of record, or claims arising under lease, option, contract, or other instrument purporting to create any interest in the property, not appearing of record.
5. The undersigned jointly and several agree to indemnify fully and hold harmless the said KNOX TITLE & ESCROW, LLC and its underwriting company from any loss which either might sustain as a result of any of the foregoing representations being untrue. Such indemnification shall include, but shall not be limited to, all costs and expenses arising from defending against, negotiating, compromising, settling or paying in full any claims against the real estate previously described.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

STATE OF NEBRASKA)  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was sworn to and executed before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, before me, a Notary Public in and for the State of Nebraska.

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

(SEAL)  
My Commission expires \_\_\_\_\_.

Please return this Guaranty and Affidavit to KNOX TITLE & ESCROW, PO Box 47, Center, NE, 68724 Thank you for letting us be of service to you!

EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land located in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section Thirteen (13), Township Thirty-two North (32N), Range Four (4) West of the 6<sup>th</sup> P.M., Knox County, Nebraska, and more particularly described as follows: Commencing at the Southwest corner of said Section Thirteen (13) which is the point of beginning; thence N00°00'00"E on an assumed bearing along the Section line between Sections Thirteen (13) and Fourteen (14), a distance of 518.76 feet; thence N89°01'13"E, a distance of 626.10 feet; thence S40°29'34"E a distance of 246.81 feet; thence S00°34'49"E, a distance of 167.57 feet; thence N89°18'11"W, a distance of 15.75 feet; thence S00°16'41"W, a distance of 174.23 feet to the Section line between Sections Thirteen (13) and Twenty-four (24); thence S89°59'13"W along the Section line, a distance of 771.38 feet to the point of beginning;

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