

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.

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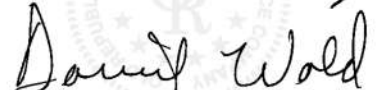
Issued through the Office of:

TitleCore National, LLC
9140 West Dodge Road, Suite 380
Omaha, NE 68114

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

Old Republic National Title Insurance Company

Schedule A ALTA COMMITMENT

File No. 30517C-18

1. Commitment Date: **March 20, 2018 at 8:00am**

2. Policy to be issued:

(a) 2006 ALTA Owner's Policy

Proposed Policy Amount: **\$754,765.00**
Premium: **\$1,665.00**

Proposed Insured: **Hy-Vee, Inc., an Iowa Corporation**

(b) 2006 ALTA Loan Policy

Proposed Policy Amount:
Premium:

Proposed Insured:

(c) Endorsements to be issued:

Insured Closing Letter Endorsement

Premium \$25.00

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

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Karen A. Shramek [Vesting Deed](#) **WD 2018006525**

5. The Land is described as follows:

Lot 1, Cherry Hills Business Park Replat 5, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

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9140 West Dodge Road, Suite 380
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Authorized Signatory

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Old Republic National Title Insurance Company

Schedule B - I ALTA COMMITMENT

File No. 30517C-18

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.
 - a. Warranty Deed executed by Karen A. Shramek and spouse, if any, stating marital status, in favor of Hy-Vee, Inc., an Iowa Corporation.
- S-- 5. Record a Deed of Reconveyance of the Deed of Trust executed by John Spaustat, a single man, Trustor, in favor of Mutual of Omaha Bank, Trustee, and Mutual of Omaha Bank, Beneficiary, dated June 11, 2008 and recorded June 23, 2008 at [Instrument No. 2008061669](#) of the Records of Douglas County, Nebraska, securing the sum of \$825,302.49 and any other amounts payable under the terms thereof. Rerecorded February 12, 2010 as [Instrument No. 2010013206](#) of the Records of Douglas County, Nebraska.
- S-- 6. Record a Partial Deed of Reconveyance of the Deed of Trust dated April 16, 2015 and recorded April 17, 2015 as [Instrument No. 2015028378](#) of the Records of Douglas County, NE, executed by Karen Ann Shramek, Trustor, in favor of Premier Bank, Trustee, and Premier Bank, Beneficiary, securing the sum of \$2,786,273.45 and any other amounts payable under the terms thereof. (Includes other property)
7. There are currently 5 Douglas County District Court cases and 1 Federal District Court case pending concerning proposed purchaser, Hy-Vee, Inc., as the defendant. Title Company must update these court cases immediately prior to closing to determine judgment orders, if any, which may be filed against the defendant affecting said proposed purchaser.
8. Articles of Incorporation and any amendments thereto, along with a Corporate Resolution of Hy-Vee, Inc., an Iowa corporation, furnished to this Company authorizing the transaction contemplated herein, and setting forth the authorized signatory(ies) to the pertinent documents.
9. Address the payment of all taxes and assessments, levied and assessed against subject property, which are due and payable.
10. REQUIRE execution of the Affidavit Regarding Owner by the titleholder.
11. Order a verbal update from this title company prior to closing this transaction to determine any matters appearing of record after the effective date of this commitment.

Note: In order to delete the standard exception to survey from the Owner's Policy, as shown on this Commitment, we REQUIRE a current comprehensive ALTA/NSPS survey of the premises showing location of all improvements, easements and encroachments thereon, and that it be duly certified by a Registered Land Surveyor, in manner acceptable to this Company.

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Note: Upon receipt of an acceptable survey and the Affidavit Regarding Owner required above, the standard exception to rights and claims of parties in possession, as shown on this commitment, will be deleted from the Owner's Policy and the following language will appear in lieu thereof: Rights and claims of lessees/tenants under unrecorded leases, contracts and/or verbal agreements.

Old Republic National Title Insurance Company

Schedule B - II ALTA COMMITMENT

File No. 30517C-18

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 INDENTITY, 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.
 - (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

Special exceptions are those defects disclosed by a search of the title to this property for which no coverage is provided by the policy.

3. 2017 general taxes due December 31, 2017 and payable in 2018 total \$6,341.98, unpaid, 1st installment becomes delinquent on April 1, 2018, 2nd installment becomes delinquent on August 1, 2018. (Parcel No. 0884 0102 08) Taxed as Lot 1, Cherry Hills Business Park Rep 5 -except irreg sthly pt in City-
 - a. 2017 general taxes due December 31, 2017 and payable in 2018 total \$2,627.50, unpaid, 1st installment becomes delinquent on April 1, 2018, 2nd installment becomes delinquent on August 1, 2018. (Parcel No. 0884 0100 08) Taxed as Lot 1, Cherry Hills Business Park Rep 5 Irreg sthly pt in City.
 - b. Part of this property is located within the boundaries of Sanitary and Improvement District #413. NOTE: Information should be obtained from the Clerk of the Sanitary and Improvement District as to the existence of any pending special assessments not currently certified to in the Office of the County Treasurer, which may affect subject property.
- S-- 4. Terms and provisions of Easement in favor of Omaha Public Power District, its successors and assigns, filed April 22, 1957 in Misc. [Book 320 at Page 169](#), of the Records of Douglas County, Nebraska, for a perpetual easement to construct, operate and maintain a double-circuit steel tower high voltage electric transmission line, over, upon, along and above a portion of subject property as described therein.
- S-- 5. Access restrictions as set forth in Warranty Deed granted to the State of Nebraska, filed March 13, 1967 in [Book 1312 at Page 239](#) of the Records of Douglas County, Nebraska.

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- S-- 6. Terms and provisions of Easement in favor of the State of Nebraska filed March 13, 1967 in Misc. [Book 447 at Page 311](#) of the Records of Douglas County, Nebraska, for the control of outside advertising signs, displays and other advertising devices adjacent to the National System of Interstate and Defense Highways.
- S-- 7. Easements and restrictions as set forth in the Plat and Dedication of Cherry Hills Business Park filed December 16, 1999 in [Book 2140 at Page 17](#), of the Records of Douglas County, Nebraska. Note: subject property platted from Lots 9 and 10.
- a. Dedication grants a perpetual easement to Omaha Public Power District and US. West Communications, Inc., and any company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, for utilities on, over, through, under and across a five foot wide strip of land abutting all front and side boundary lot lines, a sixteen foot wide strip of land adjoining the rear boundary liens of all lots, with provision for said sixteen foot easement to be reduced to eight feet.
 - b. Survey notes shows there will be not direct vehicular access onto Highway 133 from Lot 10.
 - c. Plat survey shows a 100 feet wide existing Omaha Public Power District Easement across a portion of Lot 10.
- S-- 8. Terms and provisions as set forth in Perpetual Easement in favor of Sanitary and Improvement District No. 413 of Douglas County, Nebraska, its successors and assigns, filed December 16, 1999 in Misc. [Book 1320 at Page 410](#) of the Records of Douglas County, Nebraska, for a perpetual easement and connection right over, under, on and across a portion of subject property described therein, to use, construct, repair, maintenance, replacement and renewal of storm sewer pipe line and related appurtenances thereto, and the transmission through said sewer of storm water runoff.
- S-- 9. Existing Omaha Public Power District Easement as shown on the Administrative Plat of Cherry Hills Business Park Replat 5 filed June 23, 2006 at [Instrument No. 2006070817](#) of the Records of Douglas County, Nebraska, across a portion of subject property as shown therein.
- S-- 10. Terms and provisions of Unrecorded Sign Easement Agreement entered into by Tranquility Reality, L.L.C., a Nebraska limited liability company, and TBD Enterprises, L.L.C., a Nebraska limited liability company, dated August 8, 2008, notice given by Assignment of Sign Easement filed August 15, 2017 at [Instrument No. 2017064160](#) of the Records of Douglas County, Nebraska, which assigns said easement from TBD Enterprises, L.L.C. to RL Development, LLC, a Nebraska limited liability company.
11. Subject to any and all unrecorded leases, contracts, and or verbal agreements.