

COMMITMENT FOR TITLE INSURANCE

**COPY**  
~~CONFIDENTIAL~~

FILE NO. CLTIC-674

**SCHEDULE A**

1. Effective Date: 23rd day of June, 1993, at 8:00 A.M.

2. Policy or Policies to be issued: Amount

(a) ☐ ALTA Owner Policy, Form B - 1970 (Rev. 10-17-70 and 10-17-84) \$ 1,504,315.00 PREM-

Proposed Insured: CARGILL, INCORPORATED. \$2912.50

(b) ☐ ALTA Loan Policy - 1970 (Rev. 10-17-70 and 10-17-84) \$

Proposed Insured: N/A.

3. The estate or interest in the land described or referred to in this Commitment and covered herein is fee simple and is at the effective date hereof vested in

SEE EXHIBIT "A", herein attached.

4. The land referred to in this Commitment is situated in the County of Washington  
State of Nebraska, and described as follows:

SEE EXHIBIT "B", herein attached.

WASHINGTON COUNTY ABSTRACT AND TITLE COMPANY

Countersigned: \_\_\_\_\_

*Carolyn A. Brenneis*

Authorized Officer or Agent

PA 3

ALTA Commitment - Schedule A

Form 1004-127

Valid Only If Schedule B and Cover Are Attached

ORIGINAL

TITLEHOLDERS

EXHIBIT "A"

TRACT A:     SIDEBOTTOM FARMS, INC.  
TRACT B:     SIDEBOTTOM FARMS, INC.  
TRACT C:     SIDEBOTTOM FARMS, INC.  
TRACT D:     FORT CALHOUN STONE COMPANY.  
TRACT E:     FORT CALHOUN STONE COMPANY.  
TRACT F:     FORT CALHOUN STONE COMPANY.  
TRACT G:     FORT CALHOUN STONE COMPANY.  
TRACT H:     FORT CALHOUN STONE COMPANY.  
TRACT I:     FORT CALHOUN STONE COMPANY.  
TRACT J:     FORT CALHOUN STONE COMPANY.  
TRACT K:     FORT CALHOUN STONE COMPANY.

PROPOSED INSURED PREMISES

EXHIBIT "B"

- ✓ TRACT A: The North Half of the Northwest Quarter (N $\frac{1}{2}$  NW $\frac{1}{4}$ ) and Tax Lot Ten (10) in Section Eighteen (18), Township Eighteen (18) North, Range Twelve (12) East of the 6th P.M., Washington County, Nebraska. ✓
- ✓ TRACT B: Tax Lots Twenty-three and Twenty-four (23 & 24) in Section Thirteen (13), Township Eighteen (18) North, Range Eleven (11) East of the 6th P.M., Washington County, Nebraska. ✓
- TRACT C: ✓ The Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$  SE $\frac{1}{4}$ ); the ✓ Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$  NW $\frac{1}{4}$ ); Tax Lots ✓ Sixteen, Eighteen, Thirty-one, Thirty-two (16, 18, 31, 32) all ✓ in Section Eighteen (18), Township Eighteen (18) North, Range ✓ Twelve (12) East of the 6th P.M., Washington County, Nebraska. ✓
- ✓ TRACT D: Tax Lot One (1) in Section Seven (7), Township Eighteen (18) North, Range Twelve (12) East of the 6th P.M., Washington ✓ County, Nebraska. ✓
- ✓ TRACT E: Tax Lot Two (2) in Section Seven (7), Township Eighteen (18) North, Range Twelve (12) East of the 6th P.M., Washington ✓ County, Nebraska. ✓
- ✓ TRACT F: Tax Lot One Hundred Sixty-seven (167) in Section Seven (7), Township Eighteen (18) North, Range Twelve (12) East of the ✓ 6th P.M., Washington County, Nebraska. ✓
- ✓ TRACT G: Tax Lot Nineteen (19) in Section Eight (8), Township Eighteen ✓ (18) North, Range Twelve (12) East of the 6th P.M., Washington ✓ County, Nebraska. ✓
- ✓ TRACT H: The Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$  SW $\frac{1}{4}$ ) and Tax Lot Sixteen (16) all in Section Seventeen (17), Township ✓ Eighteen (18) North, Range Twelve (12) East of the 6th P.M., ✓ Washington County, Nebraska. ✓
- ✓ TRACT I: Tax Lot Eighteen (18) in Section Seventeen (17), Township ✓ Eighteen (18) North, Range Twelve (12) East of the 6th P.M., ✓ Washington County, Nebraska. ✓
- ✓ TRACT J: Tax Lot Nineteen (19) in Section Seventeen (17), Township ✓ Eighteen (18) North, Range Twelve (12) East of the 6th P.M., ✓ Washington County, Nebraska. ✓
- ✓ TRACT K: Tax Lot Twenty-eight, Twenty-nine, Thirty and Thirty-three ✓ (28, 29, 30 & 33) all in Section Eighteen (18), Township ✓ Eighteen (18) North, Range Twelve (12) East of the 6th P.M., ✓ Washington County, Nebraska. ✓

## Schedule B — Section 1

The following are the requirements to be complied with:

1. Instrument creating the estate or interest to be insured must be executed and filed for record, to-wit:

- ✓ a) Need corporation warranty deed from President of SIDEBOTTOM FARMS, INC., conveying Tracts A, B and C to GATEWAY DEVELOPMENT CORPORATION.
- ✓ b) *have* Need resolution from the Board of Directors of Sidebottom Farms, Inc., authorizing the sale of the proposed insured premises they own for the sum of (their share of the total sale price), and further specifying that said sale is not a sale of all or substantially all the assets of said corporation.
- ✓ c) Need corporation warranty deed from President of FORT CALHOUN STONE COMPANY conveying Tracts D, E, F, G, H, I, J and K, to GATEWAY DEVELOPMENT CORPORATION.
2. Pay the full consideration to, or for the account of, the grantors or mortgagors.
3. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
- ✓ Item (5) *have* Need resolution from the Board of Directors of Fort Calhoun Stone Company, authorizing the sale of the proposed insured premises they own for the sum of (their share of the total sale price), and further specifying that said sale is not a sale of all or substantially all the assets of said corporation.
- ✓ Item (6) Need corporation warranty deed from President of GATEWAY DEVELOPMENT CORPORATION, to CARGILL, INCORPORATED, conveying the proposed insured premises described on Schedule A, Item 3, Exhibit "B".
- ✓ Item (7) *have* Need resolution from the Board of Directors of Gateway Development Corporation, authorizing the sale of the proposed insured premises for the sum of \$1,504,315.00, and further specifying that said sale is not a sale of all or substantially all the assets of said corporation.
- Item (8) *in the mail* Need certificates of good standing from the Secretary of State, State of Nebraska, for Sidebottom Farms, Inc., Fort Calhoun Stone Company, Gateway Development Corporation.
- ✓ Need QCD from Ft. Cal Stone to Sidebottom - Easo.

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## Schedule B - Section 2

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien or right to a lien for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. 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 for value of record the estate or interest or mortgage thereon covered by this Commitment.

## SPECIAL EXCEPTIONS

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

6. ANY and all unpaid taxes, special assessments or unredeemed tax sales:  
SEE EXHIBIT "C", herein attached.
  7. RIGHT OF WAY AGREEMENT in Book J, Page 174, dated 2/8/1941, filed 4/5/1941, to Socony-Vacuum Oil Co.; ASSIGNED to Magnolia Pipe Line Co. in Book Q, Pages 349-355, filed 1/14/1960 on Lot 1 of SW $\frac{1}{4}$  SE $\frac{1}{4}$  Sec.7-18-12.
  8. RIGHT OF WAY AGREEMENT in Book J, Page 176, dated 3/4/1941; Book J, Page 178, dated 3/22/1941; Book J, Page 179, dated 3/22/1941, all filed 4/5/1941 to Socony-Vacuum Oil Co., Inc.; ASSIGNED to Magnolia Pipe Line Co. in Book Q, Pages 349-355, filed 1/14/1960 PARTIAL RELEASE in Book X, Page 473, wherein Mobil Pipe Line Co. formerly Magnolia Pipe Line Company releases Book J, Page 176 as to the W 70 rods of the SE $\frac{1}{4}$  SE $\frac{1}{4}$  Sec.7-18-12; PARTIAL RELEASE AGREEMENT in Book Y, Page 78, dated 1/7/1975, filed 1/20/1975, wherein Mobil Pipe Line Co. formerly Magnolia Pipe Line Company releases Book J, Page 176, 178 & 179 EXCEPT a 50 foot strip of land; PARTIAL RELEASE AGREEMENT in Book Y, Page 199, dated 1/8/1975, filed 4/23/1975, wherein Mobil Pipe Line Co. formerly Magnolia Pipe Line Co. releases Book J, Page 176 EXCEPT A 50 FOOT STRIP OF LAND; ASSIGNMENT in Book 143, Page 758, dated 10/31/1983, filed 12/29/1983, wherein Mobil Pipe Line Company assigns ROW in Book J, Page 176; Book J, Page 178; Book J, Page 179 to WILLIAMS PIPE LINE COMPANY.
  9. RIGHT OF WAY AGREEMENTS in Book K, Page 284, dated 10/3/1945; Book K, Page 385, dated 10/31/1945; Book K, Page 417, dated 10/23/1945; Book K, Page 418, dated 10/20/1945, all filed 10/31/1945, to Great Lakes Pipe Line Company; CONVEYANCE & ASSIGNMENT in Book R, Pages 467-475, wherein Great Lakes Pipe Line Company assigns said ROW Agreements to WILLIAMS BROTHERS PIPE LINE COMPANY; RELEASE OF RIGHT OF WAY AGREEMENT in Book X, Page 469, dated 5/1/1974, filed 5/7/1974, wherein ROW in Book K, Page 418 is released as to E 10 rods of SE $\frac{1}{4}$  SE $\frac{1}{4}$  Sec.7-18-12; PARTIAL RELEASE OF RIGHT OF WAY in Book Y, Pages 137-141, filed 3/10/1975 releases Book K, Page 384 EXCEPT FOR A 100 FOOT CORRIDOR; PARTIAL RELEASE OF RIGHT OF WAY in Book Y, Pages 142-146, filed 3/10/1975 releases Book K, Page 385; Book K, Page 417 EXCEPT FOR 100 FOOT CORRIDOR.
- NOTE: Standard Exception(s) will not appear on the Loan Policy to be issued hereunder.

EXHIBIT "C" (TAXES)

- TRACT A - (N $\frac{1}{2}$  NW $\frac{1}{2}$  & TL 10 in Sec.18-18-12) - 1991 and all prior taxes shown paid; 1992 total assessed taxes in the amount of \$1509.30, shown paid in full as of 4/28/93.
- TRACT B - (TL 23 & 24 in Sec.13-18-11) - 1991 and all prior taxes shown paid; 1992 total assessed taxes in the amount of \$597.74, shown paid in full 4/28/93.
- TRACT C - (NW $\frac{1}{2}$  SE $\frac{1}{2}$ ; SE $\frac{1}{2}$  NW $\frac{1}{2}$ ; TL 15, 16, 18, 31 & 32 Sec.18-18-12) -1991 and all prior taxes shown paid; 1992 total assessed taxes in the amount of \$3912.82, shown paid in full 4/28/93.
- TRACT D - (TL 1 Sec.7-18-12) - 1991 and all prior taxes shown paid; 1992 total assessed taxes in the amount of \$328.84; 1st half shown paid, 2nd half due, becoming delinquent 9/1/93. *pd 7/2/93, in full, rec# 9741*
- TRACT E - (TL 2 Sec.7-18-12) - 1991 and all prior taxes shown paid; 1992 total assessed taxes in the amount of \$271.56; 1st half shown paid, 2nd half due, becoming delinquent 9/1/93. *pd 7/2/93, in full, rec# 9742*
- TRACT F - (TL 167 Sec.7-18-12) - 1991 and all prior taxes shown paid; 1992 total assessed taxes in the amount of \$385.26; 1st half shown paid, 2nd half due, becoming delinquent 9/1/93. *pd 7/2/93, in full, rec# 9743*
- TRACT G - (TL 19 Sec.8-18-12) - 1991 and all prior taxes shown paid; 1992 total assessed taxes \$82.96; 1st half shown paid, 2nd half due, becoming delinquent 9/1/93. *pd 7/2/93, in full, rec# 9744*
- TRACT H - (NW $\frac{1}{2}$  SW $\frac{1}{2}$  & TL 16 Sec.17-18-12) - 1991 and all prior taxes shown paid; 1992 total assessed taxes in the amount of \$1286.30; 1st half shown paid, 2nd half due, becoming delinquent 9/1/93, *pd 7/2/93, in full, rec# 9745*
- TRACT I - (TL 18 Sec.17-18-12) - 1991 and all prior taxes shown paid; 1992 total assessed taxes in the amount of \$274.00; 1st half shown paid, 2nd half due, becoming delinquent 9/1/93. *pd 7/2/93, in full, rec# 9746*
- TRACT J - (TL 19 Sec.17-18-12) - 1991 and all prior taxes shown paid; 1992 total assessed taxes in the amount of \$202.26; 1st half shown paid, 2nd half due, becoming delinquent 9/1/93. *pd 7/2/93, in full, rec# 9747*
- TRACT K - (TL 28, 29, 30 & 33 Sec.18-18-12) - 1991 and all prior taxes shown paid; 1992 total assessed taxes in the amount of \$2313.72; 1st half shown paid, 2nd half due, becoming delinquent 9/1/93. *pd 7/2/93 in full. rec# 9748*

## CONTINUATION

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~~PHYSICAL~~ COMMITMENT

SCHEDULE B - Section 2 - Exceptions - Page 2:  
(continued)

10. TRANSMISSION LINE EASEMENT in Book S, Page 563, dated 6/29/1968, filed 8/12/1968, Mathilda Skobo to OMAHA PUBLIC POWER DISTRICT, its successors and assigns.
11. TRANSMISSION LINE EASEMENT in Book T, Page 133, dated 11/22/1968, filed 1/20/1969, Marymaude Hanson and Howard Hanson, Jr. to OMAHA PUBLIC POWER DISTRICT, its successors and assigns.
12. RESOLUTION in Book 132, Page 119, dated 5/12/1981, filed 5/12/1981; Resolution by the Board of Supervisors of Washington County, Nebraska, designating subject property as an industrial area.
13. DEDICATION DEED in Book 150, Page 264, dated 1/22/85, filed 1/24/85, by and between Washington County, Nebraska, and the City of Blair, Nebraska, its successors and assigns.
14. DEDICATION PLAT in Plat Book 2, Page 350, filed 5/4/1982; dedicates the W80' of E $\frac{1}{2}$  SE $\frac{1}{4}$  and of the SE $\frac{1}{4}$  NE $\frac{1}{4}$  all in Sec. 7-18-12, Washington County, Nebraska, to the public for roadway purposes.
15. CONDEMNATION in Book 71, Page 215, filed 11/26/1968, Omaha Public Power District to acquire a ROW easement across Tax Lot 1 in Sec. 7-18-12.
16. RESOLUTION in Book X, Page 619, passed and approved 7/9/1974, filed 7/16/1974, RE: County Road described therein located within the City Limits of Blair to be named Industrial Park Drive.
17. MID-AMERICA PIPELINE COMPANY, Tulsa, Oklahoma Location Notification in Book 198, Pages 218-219, filed 12/5/1991.
18. ANY defect in title, adverse claims or other matters, arising by reason of the violation, or alleged violation, of Article XII, Section 8 of the CONSTITUTION OF THE STATE OF NEBRASKA of 1875 and subsequent amendments.
19. CITY OF BLAIR ZONING REGULATIONS / RESOLUTIONS and all amendments thereto.
20. ANY titles, easements or rights asserted by anyone (including, but not limited to, persons, the public, corporations, governments or other entities) to:
  - a) Lands comprising the shores or beds of navigable or perennial rivers and / or streams;
  - b) Lands beyond the line of the harbor, or bulkhead lines, as established or changed by any government;
  - c) Filled in lands and / or artificial lands;
  - d) Lands which are, or were, submerged land;
  - e) Lands which are subject to a statutory easement for commerce, navigation and / or fishery;

## CONTINUATION

File No. CLTIC-674

~~XXXXXX~~ COMMITMENT

SCHEDULE B - Section 2 - Exceptions - Page 3:  
(continued)

20. (continued)

- f) Lands which are waterward of the most extreme high waterline of the Missouri River;
- g) Accreted land;
- h) Lands brought within the boundaries of the land described on Schedule "A" by an avulsive movement of the Missouri River or which have been formed by accretion to such portion of avulsive property;
- i) Lands which have decreased by erosion or avulsive movement;
- j) Water and / or statutory water rights;
- k) Riparian rights matters;
- l) Lands comprising wetlands under: (i) federal laws and/or regulations; or, (ii) state laws and/or regulations.

21. RIGHTS of tenants in possession under unrecorded leases or rental agreements.

- \*22. EASEMENT retained in Warranty Deed in Book 102, Page 485, dated 4/24/1974, filed 5/7/1974; Easement in Quit Claim Deed in Book 104, Page 180, dated 6/26/1975, filed 7/16/1975, both to RUMINANT NITROGEN PRODUCTS COMPANY; and EASEMENT in Book 144, Page 671, dated 2/24/84, filed 2/24/84 to BUNGE CORPORATION, its successors and assigns.

\*THE COMPANY INSURES THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THE TERMS OF THIS POLICY BY REASON OF THE ENFORCEMENT OF THE ABOVE EASEMENT RIGHT AS TO THE LAND. COMPANY AGREES TO PROVIDE DEFENSE TO THE INSURED IN ACCORDANCE WITH THE TERMS OF THIS POLICY IF SUIT IS BROUGHT AGAINST THE INSURED TO ENFORCE SAID EASEMENT RIGHT AS TO THE LAND.



# Commitment For Title Insurance

Commonwealth Land Title Insurance Company, a Pennsylvania corporation, herein called the company, for a valuable consideration, hereby 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 covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

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 hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 120 days after the effective date hereof or when the policy or policies committed for shall be issued, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the company.

IN WITNESS WHEREOF, the said Company has caused its Corporate Name and Seal to be hereunto affixed; this instrument, including Commitment, Conditions and Stipulations attached, to become valid when countersigned by an Authorized Officer or Agent of the Company.



COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

*James J. D. Lynch Jr.*  
Secretary

By

*Frederick A. Sullivan*

President

## Conditions and Stipulations

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires 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 this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. 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, the 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 herein.
4. 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 this Commitment.