

12/001842

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING EXCHANGE AGREEMENT WITH CLEAR CREEK HOLDINGS, L.L.C. FOR COUNTY ROAD RIGHT OF WAY AND RESCINDING PRIOR AGREEMENT

WHEREAS, pursuant to Neb. Rev. Stat. §39-1701 to 1702 (Reissue 2008), the County Board of Commissioners, may, when necessary for the safety or convenience of the traveling public, acquire interests in property, by gift or otherwise, deemed to be necessary for present or future county road purposes; and,

WHEREAS, improvements to a portion of Chandler Road required the acquisition of additional permanent right of way, the owner of which has agreed to grant to the County in exchange for money and title to the right-of-way of an unimproved alley; and,

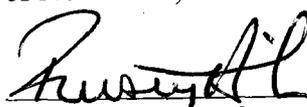
WHEREAS, it is the judgment of this Board that it is necessary for the safety or convenience of the traveling public that right-of-way for improvements to Chandler Road, as described on attached Exchange Agreement.

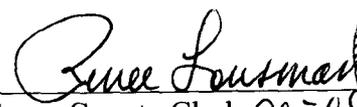
NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that Sarpy County hereby approves the Exchange Agreement with Clear Creek Holdings, LLC for the acquisition of additional road right-of-way, a copy of which is attached hereto.

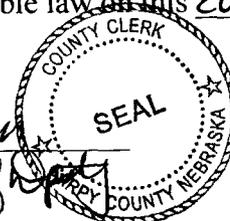
BE IT FURTHER RESOLVED that the Chair and Clerk are hereby authorized to sign such documents as necessary to accept the property described herein for the purposes stated in this Resolution.

BE IT FURTHER RESOLVED that Resolution 2010-411 approved by this Board on December 14, 2010 is hereby rescinded.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 20th day of November, 2012.


 Chairman, Sarpy County Board


 Sarpy County Clerk *Chief Clerk*



REAL ESTATE EXCHANGE AGREEMENT

THIS REAL ESTATE EXCHANGE AGREEMENT (hereinafter referred to as "this Agreement") is dated as of this 7th day of DECEMBER 2012, by and between THE COUNTY OF SARPY, NEBRASKA (hereinafter referred to as "the COUNTY") and CLEAR CREEK HOLDINGS, LLC, a Nebraska limited liability company, (hereinafter referred to as "CLEAR CREEK").

A.

The COUNTY hereby agrees to exchange and purchase and CLEAR CREEK hereby agrees to exchange and sell to the COUNTY, certain real property upon the following terms and conditions:

A1. Clear Creek Property. The property of CLEAR CREEK to be sold to and exchanged with property of COUNTY pursuant to this Agreement consists of a parcel of land in Sarpy County, Nebraska, for a permanent right-of-way acquisition, herein known as "Parcel A" as described in the legal description attached hereto and incorporated herein by reference as "Exhibit A.". The location of "Parcel A" is depicted on the diagram attached hereto as "Exhibit B."

A2. Clear Creek Deed. PARCEL A shall be conveyed by CLEAR CREEK to COUNTY in fee simple by Special Warranty Deed free and clear of all mortgages, liens (including real estate taxes), tenants' rights, and other encumbrances except easements and protective covenants now of record, which easements and covenants are deemed acceptable to COUNTY after it is furnished with a title commitment for PARCEL A. (Such excepted items hereinafter being referred to collectively as "the CLEAR CREEK PERMITTED EXCEPTIONS").

B.

COUNTY hereby agrees to sell and exchange and CLEAR CREEK hereby agrees to purchase and accept from COUNTY, certain real property upon the following terms and conditions:

B1. County Property. The property of the COUNTY to be sold to and exchanged with property of CLEAR CREEK pursuant to this Agreement consists of the parcel of land in Sarpy County, Nebraska, referred to as "PARCEL B," such PARCEL B being legally described in the legal description attached hereto and incorporated herein by reference as "Exhibit C." and

B2. Valuation/Price. For purposes of this Agreement COUNTY and CLEAR CREEK have determined that the fair market value of PARCEL B (\$7,103.28) is deemed to be less than the fair

market value of PARCEL A (\$8,736.30). In consideration thereof, COUNTY agrees to pay to CLEAR CREEK at closing of this transaction the sum One Thousand Six Hundred Thirty-Three Dollars and Two Cents (\$1,633.02), said sum being the difference in the fair market value of the parcels being exchanged herein.

B3. Deed. PARCEL B shall be conveyed by the COUNTY TO CLEAR CREEK in fee simple by Special Warranty Deed free and clear of all mortgages, liens (including real estate taxes), tenants' rights, and other encumbrances except easements and protective covenants now of record which easements and covenants are deemed acceptable to CLEAR CREEK after it is furnished with a title commitment for PARCEL B. (Such excepted items hereinafter referred to collectively as "COUNTY'S PERMITTED EXCEPTIONS").

C.

COUNTY and CLEAR CREEK agree that the following additional provisions shall be applicable to the sale, exchange and purchase of the properties herein described:

C1. Conveyances. COUNTY represents that it has good, valid and marketable title, in fee simple, to PARCEL B free and clear of any liens and encumbrances except COUNTY'S PERMITTED EXCEPTIONS and agrees to convey title to PARCEL B to CLEAR CREEK by Special Warranty Deed to be delivered to CLEAR CREEK at the closing of this transaction. CLEAR CREEK represents that it has good, valid and marketable title in fee simple to PARCEL A, free and clear of any liens and encumbrances except CLEAR CREEK'S PERMITTED EXCEPTIONS and agrees to convey title to PARCEL A to COUNTY by Special Warranty Deed to be delivered to COUNTY at the closing of this transaction.

C2. Surveys. If COUNTY has any existing surveys of PARCELS A and B it shall provide copies of any such surveys to CLEAR CREEK within ten (10) days after the execution of this Agreement. If COUNTY does not have any surveys of PARCELS A or B, then in that event CLEAR CREEK shall be entitled to have PARCELS A or B surveyed by a licensed Nebraska surveyor. If there are any differences between the legal descriptions of PARCELS A, or B as contained in Exhibits "A," and "C" to this Agreement and any such surveys, the parties shall attempt to resolve those differences. If the differences are not resolved prior to Closing, then COUNTY at CLEAR CREEK'S option shall execute and deliver at Closing another Special Warranty Deed containing the legal description of PARCEL B set forth in the survey obtained by CLEAR CREEK as well as the Special Warranty Deed containing the legal description of PARCEL B as set forth in "Exhibit C" to this Agreement. All surveys which a party may require or obtain in connection with the Closing of this transaction shall be at the expense of such party.

C3. Title insurance. Each party shall provide to the other party a current insurance commitment for the property that the party is selling and exchanging to the other party within ten (10) days after execution of this Agreement. Upon receiving each title commitment, each party

shall have the opportunity to review whether or not there are any title defects found. If any title defects are found, then that party shall give notice to the other party of such title defects and the other party at its expense must cure them within a reasonable time and prior to the Closing. If the title defects are not cured within a reasonable time period and prior to Closing, the party giving notice of the title defects may, at its option, rescind this Agreement without liability and this Agreement shall have no further force and effect. At the Closing each party will cause the title company issuing the title commitment to the other party to issue an ALTA Owner's Title Policy to the other such party. The cost of the title insurance commitment and the ALTA Owner's Title Policy shall be paid by the party furnishing the title insurance commitment to the other party. Each party agrees to execute an Affidavit and Indemnification Agreement required by the title company issuing the ALTA Owner's Title Policy so as to cause the title company to delete certain printed exceptions from the ALTA Owner's Title Policy.

C4. Closing. This transaction shall be closed upon a date and at a time to be designated in a written notice mailed by CLEAR CREEK to the COUNTY (herein "Closing"), such date of Closing to be not more than 90 days following the date of this Agreement. The transaction shall be closed at such place as may be agreed upon by the COUNTY and CLEAR CREEK after such notice of Closing is given to COUNTY by CLEAR CREEK. All real estate taxes on Parcels "A" and "B" becoming delinquent in the calendar year in which the closing occurs shall be deemed current taxes and shall be prorated between the parties as of the Closing date.

C5. Delivery of possession. To the extent that the parties have not otherwise taken possession of PARCELS A and B, exclusive possession of PARCELS A and B shall commence immediately upon Closing.

C6. Revenue Stamps. All documentary stamp taxes on all deeds provided by either party shall be paid by the COUNTY to the extent that any of these transactions are not exempt therefrom.

C7. Recordation and Costs. This Agreement shall not be recorded in whole or in part in the public real estate records. At Closing, COUNTY shall pay the costs of recording the deed for PARCEL A. CLEAR CREEK shall pay the costs for recording the deed(s) for PARCEL B.

C8. Entire agreement. This instrument contains the entire agreement between the parties, and each party agrees that neither party, nor any officers, agents, or employees of the parties, have made any representation or promise with respect to, or affecting the properties subject to this Agreement, not expressly contained herein.

C9. Governing law. The provisions of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Nebraska.

C10. Captions. The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.

C11. Time. Time is of the essence of this Agreement

C12. Default: specific performance. If either party shall default hereunder, the other non-defaulting party shall be entitled to enforce specific performance of this Agreement or may terminate this Agreement at such non-defaulting party's option. These shall be the exclusive and only remedies that either party shall have.

C13. Notices. All notices herein required shall be in writing and shall be served on the parties at the addresses set out below, or at such other address as either party may hereafter designate in writing for service of notice to itself. The mailing of a notice by certified or registered mail, return receipt requested, or delivery thereof by messenger, shall be sufficient service.

C14. Survival of conditions. The terms and conditions of this Agreement, and all representations, covenants, warranties, and agreements made herein, shall survive the closing of this transaction, and shall not be deemed to have merged or terminated upon closing.

C15. Binding effect. The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors in interest and assigns of the respective parties hereto.

C16. Any an all prior agreements between the Parties concerning the real property described or shown in Exhibits "A", "B" and "C" hereto, including any associated temporary uses, are hereby rescinded.

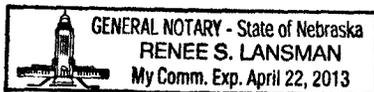
THE COUNTY OF SARPY, NEBRASKA

By *Rusty Hike*
Chairperson, Board of Commissioners

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

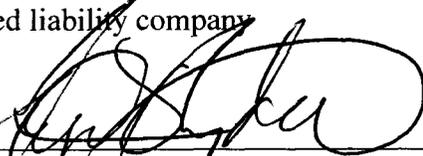
On this 20th day of November, 2012, before me, a Notary Public in and for said County, personally came Rusty Hike, Chairperson of the Board of Commissioners of Sarpy County, Nebraska, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the same to be her voluntary act and deed and the voluntary act and deed of said County of Sarpy

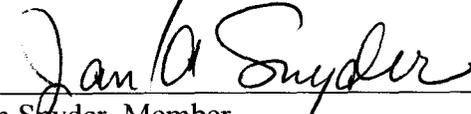
WITNESS my hand and Notarial Seal the date last aforesaid.



Renee Lansman
Notary Public *Chief Deputy*

CLEAR CREEK HOLDINGS, LLC, a Nebraska
limited liability company

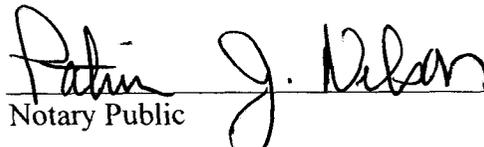
By 
Ken Snyder, Member

By 
Jan Snyder, Member

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on the 7 day of December
2012, before me, a Notary Public in and for said County, by Ken Snyder and Jan Snyder, Members
of Clear Creek Holdings, LLC, a Nebraska limited liability company, on behalf of the company.

WITNESS my hand and Notarial Seal the date last aforesaid.


Notary Public



C-77(99-4)

#2000026.01

TRACT No. 7
Type: Right of Way Acquisition
Owner: Clear Creek Holdings, LLC

LEGAL DESCRIPTION

A part of Lot 6, Block 13 Chalco, a subdivision located in the W1/2 of Section 14, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of the NW1/4 of said Section 14; thence S89°21'02"W (assumed bearing), along the South line of said NW1/4 of Section 14, a distance of 390.46 feet; thence N00°38'56"W, a distance of 5.12 feet to a point on the North right-of-way line of Railway Street, said point also being the Southeast corner of said Lot 6, Block 13 Chalco, said point also being the point of beginning; thence N61°03'25"W, along said North right-of-way line of Railway Street, said line also being the South line of said Lot 6, Block 13 Chalco, a distance of 146.82 feet; thence N77°59'25"W, along said North right-of-way line of Railway Street, said line also being said South line of said Lot 6, Block 13 Chalco, a distance of 12.11 feet to the point of intersection of said North right-of-way line of Railway Street and the East right-of-way line of Kearney Avenue, said point also being the Southwest corner of said Lot 6, Block 13 Chalco; thence N00°03'49"W, along said East right-of-way line Kearney Avenue, said line also being the West line of said Lot 6, Block 13 Chalco, a distance of 10.39 feet; thence S77°05'25"E, a distance of 143.90 feet to a point on the East line of said Lot 6, Block 13 Chalco; thence S00°05'01"E, along said East line of said Lot 6, Block 13 Chalco, a distance of 51.81 feet to the point of beginning.

The above described tract of land contains an area of 4,102 square feet, more or less.



VACATE RIGHT-OF-WAY

A portion of the alley in Block 13, together with a portion of vacated Pitman Street, original town of Chalco, as surveyed, platted and recorded in Sarpy County, Nebraska, more particularly described as follows:

All of the existing alley adjoining Lots 1 through 3 and Lots 6 and 7, Block 13, extending from a line between the Southwest corner of said Lot 3 along the new ROW of Chandler Road to the Southeast corner of said Lot 6, thence Northerly to the South ROW of vacated Pitman Street. Together with a portion of the South 1/2 of vacated Pitman Street adjoining Lots 1 and 7, Block 13, being the extension of said alley North to the center line of said vacated Pitman Street. Said tract containing 3,481.9 sqft±.



COUNTER <u>DKH</u>
VERIFY <u>DKH</u>
FEE \$ <u>16.00</u>
CHG <u>SFILE</u>
SUBMITTED <u>NEBRASKA TITLE COMPANY - O</u>

NEBRASKA DOCUMENTARY
STAMP TAX
Apr 23, 2013
\$ Ex002 By DKH

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2013-12643
2013 Apr 23 09:34:26 AM
Sheryl J. Dowling
REGISTER OF DEEDS



SPECIAL WARRANTY DEED

Clear Creek Holdings, LLC, a Nebraska limited liability company, GRANTOR, in consideration of One Dollar and other good and valuable consideration received from Sarpy County, Nebraska, as Grantee, conveys to GRANTEE, the following-described real estate located in Sarpy County, Nebraska:

A part of Lot Six (6), Block Thirteen (13), Chalco, a subdivision located in the West Half (W½) of Section Fourteen (14), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter (NW¼) of Section 14; thence South 89 degrees 21 minutes 02 seconds West (assumed bearing), along the South line of said Northwest Quarter of Section 14, a distance of 390.46 feet; thence North 00 degrees 38 minutes 56 seconds West, a distance of 5.12 feet to a point on the North right-of-way line of Railway Street, said point also being the Southeast corner of said Lot Six (6), Block Thirteen (13), Chalco, said point also being the point of beginning; thence North 61 degrees 03 minutes 25 seconds West, along said North right-of-way line of Railway Street, said line also being the South line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 146.82 feet; thence North 77 degrees 59 minutes 25 seconds West, along said North right-of-way line of Railway Street, said line also being said South line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 12.11 feet to the point of intersection of said North right-of-way line of Railway Street and the East right-of-way line of Kearney Avenue, said point also being the Southwest corner of said Lot Six (6), Block Thirteen (13), Chalco; thence North 00 degrees 03 minutes 49 seconds West, along said East right-of-way line Kearney Avenue, said line also being the West line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 10.39 feet; thence South 77 degrees 05 minutes 25 seconds East, a distance of 143.90 feet to a point on the East line of said Lot Six (6), Block Thirteen (13), Chalco; thence South 00 degrees 05 minutes 01 seconds East, along said East line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 51.81 feet to the point of beginning.

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances subject to easements, reservations, covenants, restrictions of record and the 2nd 1/2 of 2012 real estate taxes
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend the title to the real estate against the lawful claims of all persons claiming the same or any part thereof by, through, or under Grantor, and none other.

SPECIAL WARRANTY DEED

Clear Creek Holdings, LLC, a Nebraska limited liability company, GRANTOR, in consideration of One Dollar and other good and valuable consideration received from **Sarpy County, Nebraska**, as Grantee, conveys to **GRANTEE**, the following-described real estate located in **Sarpy County, Nebraska**:

A part of Lot Six (6), Block Thirteen (13), Chalco, a subdivision located in the West Half (W½) of Section Fourteen (14), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter (NW¼) of Section 14; thence South 89 degrees 21 minutes 02 seconds West (assumed bearing), along the South line of said Northwest Quarter of Section 14, a distance of 390.46 feet; thence North 00 degrees 38 minutes 56 seconds West, a distance of 5.12 feet to a point on the North right-of-way line of Railway Street, said point also being the Southeast corner of said Lot Six (6), Block Thirteen (13), Chalco, said point also being the point of beginning; thence North 61 degrees 03 minutes 25 seconds West, along said North right-of-way line of Railway Street, said line also being the South line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 146.82 feet; thence North 77 degrees 59 minutes 25 seconds West, along said North right-of-way line of Railway Street, said line also being said South line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 12.11 feet to the point of intersection of said North right-of-way line of Railway Street and the East right-of-way line of Kearney Avenue, said point also being the Southwest corner of said Lot Six (6), Block Thirteen (13), Chalco; thence North 00 degrees 03 minutes 49 seconds West, along said East right-of-way line Kearney Avenue, said line also being the West line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 10.39 feet; thence South 77 degrees 05 minutes 25 seconds East, a distance of 143.90 feet to a point on the East line of said Lot Six (6), Block Thirteen (13), Chalco; thence South 00 degrees 05 minutes 01 seconds East, along said East line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 51.81 feet to the point of beginning.

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances subject to easements, reservations, covenants, restrictions of record and the 2nd 1/2 of 2012 real estate taxes
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend the title to the real estate against the lawful claims of all persons claiming the same or any part thereof by, through, or under Grantor, and none other.

Executed: April 19, 2013.

Clear Creek Holdings, LLC, a Nebraska
limited liability company

By Jan A. Snyder
Jan A. Snyder, Member

and

By Kenneth D. Snyder
Kenneth D. Snyder, Member

State of Nebraska

§

County of Douglas

The foregoing instrument was acknowledged before me this 19 day of
April 2013, by Jan A. Snyder and Kenneth D. Snyder, Members of Clear
Creek Holdings, LLC, a Nebraska limited liability company, on behalf of the company.

Patricia J. Nelson
Notary Public

0254166





Real Estate Transfer Statement

FORM

521

- To be filed with the Register of Deeds.
- Read instructions on reverse side.

THE DEED WILL NOT BE RECORDED UNLESS THIS STATEMENT IS SIGNED AND LINES 1-25 ARE ACCURATELY COMPLETED

1 County Name Sarpy	2 County Number 77	3 Date of Sale 4-22-2013	4 Date of Deed 4-19-2013
--------------------------------------	-------------------------------------	---	---

5 Grantor's Name, Address, and Telephone (Please Print) Grantor's Name (Seller) Clear Creek Holdings, LLC Street or Other Mailing Address 15070 Chandler Road City Omaha, NE 68135 State _____ Zip Code _____ Telephone Number 402-677-7652		6 Grantee's Name, Address, and Telephone (Please Print) Grantee's Name (Buyer) Sarpy County, Nebraska Street or Other Mailing Address 1210 Golden Gate Drive City Papillion, NE 68046 State _____ Zip Code _____ Telephone Number 402-593-2237	
---	--	--	--

7 PROPERTY CLASSIFICATION NUMBER. Check one box in categories A and B. Check C also if property is mobile home.

(A) Status			(B) Property Type			(C)
(1) <input type="checkbox"/> Improved	(1) <input type="checkbox"/> Single Family	(4) <input type="checkbox"/> Industrial	(7) <input type="checkbox"/> Mineral Interests - Nonproducing	(9) <input type="checkbox"/> State Assessed	(1) <input type="checkbox"/> Mobile Home	
(2) <input checked="" type="checkbox"/> Unimproved	(2) <input type="checkbox"/> Multi-Family	(5) <input type="checkbox"/> Agricultural	(8) <input type="checkbox"/> Mineral Interests-Producing	(10) <input type="checkbox"/> Exempt		
(3) <input type="checkbox"/> TOLL	(3) <input checked="" type="checkbox"/> Commercial	(6) <input type="checkbox"/> Recreational				

8 Type of Deed

<input checked="" type="checkbox"/> Warranty	<input type="checkbox"/> Corrective	<input type="checkbox"/> Land Contract	<input type="checkbox"/> Personal Rep.	<input type="checkbox"/> Bill of Sale	9. IRC § 1031 Exchange (Was the transfer an IRS like-kind exchange?) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Quit Claim	<input type="checkbox"/> Sheriff	<input type="checkbox"/> Executor	<input type="checkbox"/> Mineral	<input type="checkbox"/> Cemetery	
	<input type="checkbox"/> Conservator	<input type="checkbox"/> Partition	<input type="checkbox"/> Trust	<input type="checkbox"/> Other _____	

10 Type of Transfer

<input checked="" type="checkbox"/> Sale	<input type="checkbox"/> Gift	<input type="checkbox"/> Foreclosure	<input type="checkbox"/> Revocable Trust	<input type="checkbox"/> Court Decree	<input type="checkbox"/> Satisfaction of Contract
<input type="checkbox"/> Auction	<input type="checkbox"/> Exchange	<input type="checkbox"/> Life Estate	<input type="checkbox"/> Irrevocable Trust	<input type="checkbox"/> Partition	<input type="checkbox"/> Other (explain)

11 Was ownership transferred in full? (If No, explain the division.)
 YES NO

12 Was real estate purchased for same use? (If No, state intended use)
 YES NO right of way

13 Was transfer between relatives, or if to a trustee, are the trustor and beneficiary relatives? (If Yes, check appropriate box)

<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> Spouse	<input type="checkbox"/> Parents and Child	<input type="checkbox"/> Family Corporation, Partnership or LLC
		<input type="checkbox"/> Grandparents and Grandchild	<input type="checkbox"/> Brothers and Sisters	<input type="checkbox"/> Aunt or Uncle to Niece or Nephew
				<input type="checkbox"/> Other _____

14 What is the current market value of the real property?
\$8,736.30

15 Was mortgage assumed? If Yes, state amount and interest rate.
 YES NO \$ _____ %

16 Does this conveyance divide a current parcel of land?
 YES NO

17 Was transfer through a real estate agent? (if Yes, include the name of the agent)
 YES NO

18 Address of Property
None

19 Name and Address of Person to Whom Tax Statement Should be Sent

20 Legal Description: **See Attached Exhibit "A"**

21 If agricultural, list total number of acres _____

22 Total purchase price, including any liabilities assumed.....	\$8,736.30
23 Was nonreal property included in purchase? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (if Yes, enter amount and attach itemized list)	
24 Adjusted purchase price paid for real estate (line 22 minus line 23)	\$8,736.30
25 If this transfer is exempt from the documentary stamp tax, list the exemption number 2	

Under penalties of law, I declare that I have examined this statement and that it is, to the best of my knowledge and belief, true, complete and correct, and that I am duly authorized to sign this statement

sign here

Michael A. Smith
Print or Type Name of Grantee or Authorized Representative

[Signature]
Signature of Grantee or Authorized Representative

Telephone Number 402-593-2230

Title Dep. Co. Atty Date April 19, 2017

REGISTER OF DEEDS' USE ONLY			FOR NDR USE ONLY	
26 Date Deed Recorded Mo. _____ Day _____ Yr. _____	27 Value of Stamp or Exempt Number \$ _____	28 Deed Book	29 Deed Page	30

EXHIBIT "A"

A part of Lot Six (6), Block Thirteen (13), Chalco, a subdivision located in the West Half (W½) of Section Fourteen (14), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter (NW¼) of Section 14; thence South 89 degrees 21 minutes 02 seconds West (assumed bearing), along the South line of said Northwest Quarter of Section 14, a distance of 390.46 feet; thence North 00 degrees 38 minutes 56 seconds West, a distance of 5.12 feet to a point on the North right-of-way line of Railway Street, said point also being the Southeast corner of said Lot Six (6), Block Thirteen (13), Chalco, said point also being the point of beginning; thence North 61 degrees 03 minutes 25 seconds West, along said North right-of-way line of Railway Street, said line also being the South line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 146.82 feet; thence North 77 degrees 59 minutes 25 seconds West, along said North right-of-way line of Railway Street, said line also being said South line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 12.11 feet to the point of intersection of said North right-of-way line of Railway Street and the East right-of-way line of Kearney Avenue, said point also being the Southwest corner of said Lot Six (6), Block Thirteen (13), Chalco; thence North 00 degrees 03 minutes 49 seconds West, along said East right-of-way line Kearney Avenue, said line also being the West line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 10.39 feet; thence South 77 degrees 05 minutes 25 seconds East, a distance of 143.90 feet to a point on the East line of said Lot Six (6), Block Thirteen (13), Chalco; thence South 00 degrees 05 minutes 01 seconds East, along said East line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 51.81 feet to the point of beginning.



Nebraska Title Company

11336 South 96th Street, Suite
120
Papillion, NE 68046
402-861-9220
www.NebTitleCo.com

SELLER SETTLEMENT STATEMENT

Settlement Date: 04/22/2013

File No: 0254166

Purchaser: Sarpy County, Nebraska
1210 Golden Gate Drive
Papillion, NE 68046

Seller: Clear Creek Holdings, LLC
15070 Chandler Road
Omaha, NE 68135

Property: Chalco, in W1/2 of 14-14-11 Block 13, Part of Lot 6, Sarpy County, NE

Description	Debit	Credit
Sales Price		\$8,736.30
Owner Policy to Nebraska Title Company	\$125.00	
Closing Fees to Nebraska Title Company	\$150.00	
RE Taxes from 4/22/2013 to 0701/2013		\$709.56
Sub Totals:	\$275.00	\$9,445.86
Net Amount Due to Seller:		\$9,170.86

Seller understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. The lender involved may be furnished a copy of this statement.

Seller understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others or estimates for the current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

The undersigned hereby authorizes Nebraska Title Company to make expenditure and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.

Nebraska Title Company

By: Escrow Agent

I/We hereby acknowledge receipt of this statement.

Clear Creek Holdings, LLC, a Nebraska limited liability company

By Jan A. Snyder
Jan A. Snyder, Member

and
By Kenneth D. Snyder
Kenneth D. Snyder, Member



Nebraska Title Company

11336 South 96th Street, Suite
120
Papillion, NE 68046
402-861-9220
www.nebtitleco.com

PURCHASER SETTLEMENT STATEMENT

Settlement Date: 04/22/2013

File No: 0254166

Purchaser: The County of Sarpy, Nebraska
1210 Golden Gate Drive
Papillion, NE 68046

Seller: Clear Creek Holdings, LLC
15070 Chandler Road
Omaha, NE 68135

Property: Chalco, in W1/2 of 14-14-11 Block 13, Part of Lot 6, Sarpy County, NE

Description	Debit	Credit
Sales Price	\$8,736.30	
Warranty Deed to Sarpy County Register of Deeds	\$33.00	
Closing Fees to Nebraska Title Company	\$150.00	
RE Taxes from 4/22/2013 to 07/01/2013	\$709.56	
Sub Totals:	\$9,628.86	\$0.00
Net Amount Due From Purchaser:		\$9,628.86

Purchaser understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. The lender involved may be furnished a copy of this statement.

Purchaser understands that tax and insurance proration and reserves were based on figures for the preceding year or supplied by others or estimates for the current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

The undersigned hereby authorizes Nebraska Title Company to make expenditure and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.

<p>Nebraska Title Company</p>  <p>By: Escrow Agent</p>	<p>I/We hereby acknowledge receipt of this statement.</p> <p>The County of Sarpy, Nebraska</p> <p>By  Chairman of the Sarpy County Board</p> <p>and</p> <p>By  Clerk of Sarpy County <i>Chief Deputy</i></p>
--	---

AFFIDAVIT

Kenneth D. Snyder

The Undersigned, and Jan A. Snyder, hereby states that I am the members of Clear Creek Holdings, LLC, and that I am authorized by the members/managers to execute instruments of conveyance including but not limited to deeds, deeds of trust, mortgage or bank notes, as they relate to the real estate owned by the LLC and legally described as:

A part of Lot Six (6), Block Thirteen (13), Chalco, a subdivision located in the West Half (W $\frac{1}{2}$) of Section Fourteen (14), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section 14; thence South 89 degrees 21 minutes 02 seconds West (assumed bearing), along the South line of said Northwest Quarter of Section 14, a distance of 390.46 feet; thence North 00 degrees 38 minutes 56 seconds West, a distance of 5.12 feet to a point on the North right-of-way line of Railway Street, said point also being the Southeast corner of said Lot Six (6), Block Thirteen (13), Chalco, said point also being the point of beginning; thence North 61 degrees 03 minutes 25 seconds West, along said North right-of-way line of Railway Street, said line also being the South line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 146.82 feet; thence North 77 degrees 59 minutes 25 seconds West, along said North right-of-way line of Railway Street, said line also being said South line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 12.11 feet to the point of intersection of said North right-of-way line of Railway Street and the East right-of-way line of Kearney Avenue, said point also being the Southwest corner of said Lot Six (6), Block Thirteen (13), Chalco; thence North 00 degrees 03 minutes 49 seconds West, along said East right-of-way line Kearney Avenue, said line also being the West line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 10.39 feet; thence South 77 degrees 05 minutes 25 seconds East, a distance of 143.90 feet to a point on the East line of said Lot Six (6), Block Thirteen (13), Chalco; thence South 00 degrees 05 minutes 01 seconds East, along said East line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 51.81 feet to the point of beginning.

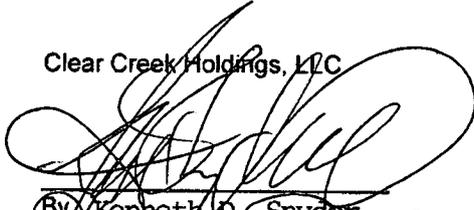
I further state that the Articles of Organization or the Certificate of Organization and the Operating Agreement have not been amended or modified, other than what has been provided to Nebraska Title Company, and that the company has not been dissolved and is currently in good standing with the Nebraska Secretary of State. I further state that there (x) is () is not currently a Statement of Authority on file with the Nebraska Secretary of State.

The undersigned make this representation with the knowledge and understanding that Nebraska Title Company is relying on the truthfulness and accuracy of this statement in agreeing to provide title insurance from time to time on property owned, purchased or sold by the LLC.

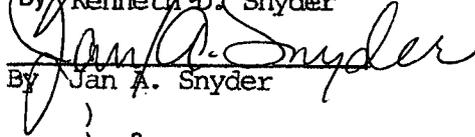
FURTHER AFFIANT SAYETH NOT.

Dated: April 8th, 2013

Clear Creek Holdings, LLC



By Kenneth D. Snyder



By Jan A. Snyder

)
) §

STATE OF Nebraska

COUNTY OF Douglas

The foregoing instrument was acknowledged before me on the 8th day of April, 2013 by Kenneth D. Snyder and Jan A. Snyder, members _____ of Clear Creek Holdings, LLC.



Patricia J. Nelson
Notary Public

2013

Substitute Form 1099-S
Proceeds from Real Estate Transactions

FILER'S Name, Address and Telephone No.	TRANSFEROR'S Name and Address
Nebraska Title Company 11336 South 96th Street, Suite 120 Papillion, NE 68046 Telephone: 402-861-9220	Clear Creek Holdings, LLC 15070 Chandler Road Omaha, NE 68135
FILER'S federal identification number 91-1857640	TRANSFEROR'S identification number 26-3224205

Transaction Information	
Date of Closing	04/22/2013
Gross Proceeds	\$8,736.30
Allocation of Gross Proceeds	\$8,736.30
Buyer's part of real estate tax	709.56
Address or legal description	Chalco, in W1/2 of 14-14-11 Block 13, Part of Lot 6, Sarpy County, NE
Transferor received or will receive property or services as part of the consideration	No
Account or escrow number (see instructions)	0254166

- This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

- You are required by law to provide the Settlement Agent with your correct Tax Payer Identification Number. If you do not provide the Settlement Agent with your correct Tax Payer Identification Number, you may be subject to civil or criminal penalties imposed by law.

- Under penalties of perjury, I certify that the number shown above on this statement is my correct Tax Payer Identification Number. I acknowledge receipt of a copy of this statement.

CLEAR CREEK HOLDINGS, LLC By:

Jan A. Snyder
Jan A. Snyder, Member
APRIL 19 2013
Date

***Seller's Forwarding Address: (MUST FILL THIS OUT)

15070 CHANDLER ROAD
Omaha, NE 68138

Instructions for Transferor

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the instructions for Schedule D (Form 1040). If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D (Form 1040). If you received or will receive like-kind property, you must file Form 8824.

Federal mortgage subsidy. You may have to recapture (pay back) all or part of a federal mortgage subsidy if all the following apply.

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
 - Your original mortgage loan was provided after 1990.
 - You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
 - Your income for the year you sold or disposed of your home was over a specified amount.
- This will increase your tax. See Form 8828 and Pub. 523.

Account number. May show an account or other unique number the filer assigned to distinguish your account.

SELLERS STATEMENT OF UNDERSTANDING

File No.: 0254166

Property Address: , ,

I/We accept responsibility for obtaining and executing a "WATER RESOURCES UPDATE NOTICE" prior to closing, should the subject property have a private ground water well, per the STATE OF NEBRASKA.

I/We understand and agree that any payoff(s) made on our behalf in this escrow transaction are made by Nebraska Title Company with complete reliance on figures supplied by the lender, creditor or taxing agency. Such figures may not be accurate. In the event that additional funds are required to complete said payoff(s), I/we agree to immediately, upon request by Nebraska Title Company, provide the additional funds needed to complete said payoff(s). In the event Nebraska Title Company suffers a loss due to my/our failure to provide such funds, I/we agree to indemnify Nebraska Title Company for such loss, including all costs of collection and attorneys fees.

I/We agree that all the terms contained in the Purchase Agreement have been met. I/We further acknowledge that any and all inspections and/or repairs ordered by us or on our behalf have been paid in full or will be paid for out of our proceeds at the time of closing.

I/We agree to make myself/ourselves available for contact by Nebraska Title Company for a period of 24 business hours (3 days) prior to closing. I/We will be able to be reached as follows: (402) 352-5100

I/We agree to review the Closing Settlement Statements at time of closing. Once approved, if changes are necessary, I/we authorize Jan A. Snyder, to approve said changes on my/our behalf. The Closing Settlement Statement must be signed prior to disbursement of any funds. Signed approval of the Closing Settlement Statement shall be considered as authorization to Nebraska Title Company to disburse funds as shown thereon, and deliver all instruments held. Faxed signatures will be accepted as authorization, original signed Statements must follow.

Check here if you need us to make special arrangements for your proceeds check.

Please forward the net proceeds check by: Overnight Mail (Additional charges will apply) Regular mail service Address to send check:

Please wire transfer (Additional charges will apply) Name of Bank: City and State: ABA No.: Acct. No.: Name on Account: Recipient's Address:

I/We authorize the proceeds to be:

personally picked up by me/us delivered by a Real Estate Agent US Post Office overnight mail, with applicable fees being deducted directly from the proceeds check

I/We agree that in consideration of Nebraska Title Company allowing funds to be disbursed for the closing of the above referenced property, if requested by Nebraska Title Company, to fully cooperate and adjust any misstatement, inaccuracy, missing document or clerical error, on any or all loan or title documentation deemed necessary to conform with the terms of this transaction. This shall include adjustment to any errors which have been made in the computation of the settlement statement. whether in mathematics or by reason of omission. Further, I/we agree to comply with any request(s) within five (5) days from the date of receipt of such request(s) from Nebraska Title Company.

Dated: April 19, 2013

Clear Creek Holdings, LLC, a Nebraska limited liability company

By Jan A. Snyder, Member

and By Kenneth D. Snyder, Member

COMMERCIAL AFFIDAVIT AND INDEMNIFICATION

State of NEBRASKA

County of Douglas §

FILE NO. 0254166

The undersigned, hereinafter referred to as affiant, whether one or more and whether masculine or feminine, being of lawful age and being first duly sworn upon oath deposes and says:

1. That this affidavit is given for the purpose of inducing **Old Republic National Title Insurance Company** to issue its policy of title insurance on the property legally described as follows:

A part of Lot Six (6), Block Thirteen (13), Chalco, a subdivision located in the West Half (W½) of Section Fourteen (14), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter (NW¼) of Section 14; thence South 89 degrees 21 minutes 02 seconds West (assumed bearing), along the South line of said Northwest Quarter of Section 14, a distance of 390.46 feet; thence North 00 degrees 38 minutes 56 seconds West, a distance of 5.12 feet to a point on the North right-of-way line of Railway Street, said point also being the Southeast corner of said Lot Six (6), Block Thirteen (13), Chalco, said point also being the point of beginning; thence North 61 degrees 03 minutes 25 seconds West, along said North right-of-way line of Railway Street, said line also being the South line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 146.82 feet; thence North 77 degrees 59 minutes 25 seconds West, along said North right-of-way line of Railway Street, said line also being said South line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 12.11 feet to the point of intersection of said North right-of-way line of Railway Street and the East right-of-way line of Kearney Avenue, said point also being the Southwest corner of said Lot Six (6), Block Thirteen (13), Chalco; thence North 00 degrees 03 minutes 49 seconds West, along said East right-of-way line Kearney Avenue, said line also being the West line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 10.39 feet; thence South 77 degrees 05 minutes 25 seconds East, a distance of 143.90 feet to a point on the East line of said Lot Six (6), Block Thirteen (13), Chalco; thence South 00 degrees 05 minutes 01 seconds East, along said East line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 51.81 feet to the point of beginning.

2. That the owner (whether one or more) of the described property is:

Clear Creek Holdings, LLC, a Nebraska limited liability company

3. The owner's use and enjoyment of the property has been peaceful and undisturbed and the title to the property has never been disputed or questioned to my/our knowledge, nor do I/we know of any facts by reason of which title to, or possession of the property might be disputed or questioned, or by any reason of which any claim to the property or any portion thereof might be adversely asserted.
4. That no one is in possession of said property other than the owner above named and the tenants of said owner who occupy same. A complete list of all parties in possession (Tenants) of any portion of the property is attached hereto and made a part hereof. There are no other tenancies, leases, parties in possession or other occupancies of the property,

and all tenants are as tenants only, with no right of first refusal or options to purchases. If no tenants or other parties are in possession of said property state "None" on the space provided. NONE

5. That the named owner has owned the described property and the improvements thereon exclusively and continuously for more than twelve (12) months preceding the date hereof, and that no improvements have been erected upon the described property within twelve (12) months preceding the date hereof, and that without exception, no alterations or repairs have been made to any existing improvements on said real estate within the last twelve (12) months, for which all bills for labor and materials have not been paid in full.
6. I/We know of no contract for the making of repairs or improvements on the property except as follows: (Attach exhibit if necessary or state if not applicable – Do Not Leave Blank). NONE
7. That there are no unpaid special assessments levied against the Property as of the Closing date.
8. That all management fees and site and/or assessment fees are fully paid.
9. Owner has not received any notice of future improvements which might result in special assessments.
10. There are no unrecorded contracts, leases, easements, agreements, documents, notices of claims relating to the property, other than NONE. (If none, state "NONE").
11. Owner has not received notice of any violation of any covenants, conditions or restrictions, if any, affecting the property.
12. If improvements are located on the Property, the undersigned has not been notified of any zoning violations or violations of local setback or building restrictions regulations.
13. The affiant has no knowledge of underground pipes, cables, conduits, ditches or drain tiles crossing the property.
14. There are no poles, wires or lines crossing the property which serve other property.
15. There are no shared driveways or party walls except: NONE. (If none, state "None".)
16. There are no encroachments of buildings, walks, fences, drives or any other improvements from the property of the affiant onto adjoining property (including streets and alleys), or onto easements or setbacks, nor are there such encroachments of adjoining property improvements onto the affiant's property.
17. That no proceedings in Bankruptcy have ever been instituted by or against the aforesaid owner nor has said owner ever made an assignment for the benefit of creditors; that no action or proceeding relating to said property or owner is now pending in any state or federal court, and no judgment or any state or federal tax lien of any kind of nature whatsoever exists which now constitutes a lien upon the aforesaid property, except as stated herein.
18. Seller/Owner agrees to indemnify and hold harmless Old Republic National Title Insurance Company and Nebraska Title Company against all payments and expenses, including court costs and attorney fees, if any of the above representations prove inaccurate in whole or part.

Dated this 19 day of APRIL, 2013

Clear Creek Holdings, LLC, a Nebraska limited liability company

By Jan A. Snyder
Jan A. Snyder, Member

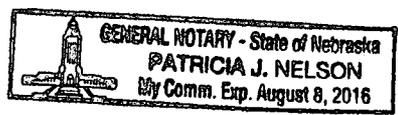
and
By Kenneth D. Snyder
Kenneth D. Snyder, Member

State of NEBRASKA

County of DOUGLAS §

The foregoing instrument was acknowledged before me this 19 day of April, 2013, by Jan A. Snyder and Kenneth D. Snyder, Members of Clear Creek Holdings, LLC, a Nebraska limited liability company, on behalf of the company.

Patricia J. Nelson
Notary Public



BUYERS STATEMENT OF UNDERSTANDING

File No.: 0254166

Property Address: ,,

I/We acknowledge receipt of the Title Insurance Commitment and I/we have read and understand the requirements and exceptions set out therein.

I/We acknowledge that if subject property has a private ground water well, the STATE OF NEBRASKA requires a "WATER RESOURCES UPDATE NOTICE" be submitted to the Escrow Company. I/We accept responsibility for obtaining and executing such form prior to closing.

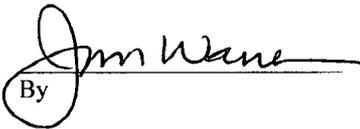
I/We understand that **Nebraska Title Company** is not making any representations as to the physical condition of the property and I/we agree to hold **Nebraska Title Company** harmless from any liability pertaining to the physical condition of the property.

I/We agree that all the terms contained in the Purchase Agreement have been met. I/We further acknowledge that any and all inspections ordered by us or on our behalf have been received and reviewed and all fees for said inspections have been paid in full. I/We further acknowledge that we are satisfied with repairs completed, if any, and require no further repairs to be completed by Sellers. I/We hereby forever release and discharge **Nebraska Title Company**, its agents and its related companies from any and all liability arising out of or connected with contingencies, inspections and repairs.

I/We understand that signed approval of the Closing Settlement Statement shall be considered as authorization to **Nebraska Title Company** to disburse funds as shown thereon, and deliver all instruments held. Faxed signatures will be accepted as authorization, original statements must follow.

I/We agree that in consideration of **Nebraska Title Company** allowing funds to be disbursed for the closing of the above referenced property, if requested by **Nebraska Title Company**, to fully cooperate and adjust any misstatement, inaccuracy, missing document or clerical error, on any or all loan or title documentation deemed necessary to conform with the terms of this transaction. This shall include adjustment to any errors which have been made in the computation of the settlement statement, whether in mathematics or by reason of omission. Further, I/we agree to comply with any request(s) within five (5) days from the date of receipt of such request(s) from **Nebraska Title Company**.

Dated: April 19, 2013
Sarpy County, Nebraska

By 

WAIVER OF SURVEY

FILE: 0254166

PROPERTY ADDRESS: ,,

LEGAL DESCRIPTION: A part of Lot Six (6), Block Thirteen (13), Chalco, a subdivision located in the West Half (W¹/₂) of Section Fourteen (14), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter (NW¹/₄) of Section 14; thence South 89 degrees 21 minutes 02 seconds West (assumed bearing), along the South line of said Northwest Quarter of Section 14, a distance of 390.46 feet; thence North 00 degrees 38 minutes 56 seconds West, a distance of 5.12 feet to a point on the North right-of-way line of Railway Street, said point also being the Southeast corner of said Lot Six (6), Block Thirteen (13), Chalco, said point also being the point of beginning; thence North 61 degrees 03 minutes 25 seconds West, along said North right-of-way line of Railway Street, said line also being the South line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 146.82 feet; thence North 77 degrees 59 minutes 25 seconds West, along said North right-of-way line of Railway Street, said line also being said South line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 12.11 feet to the point of intersection of said North right-of-way line of Railway Street and the East right-of-way line of Kearney Avenue, said point also being the Southwest corner of said Lot Six (6), Block Thirteen (13), Chalco; thence North 00 degrees 03 minutes 49 seconds West, along said East right-of-way line Kearney Avenue, said line also being the West line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 10.39 feet; thence South 77 degrees 05 minutes 25 seconds East, a distance of 143.90 feet to a point on the East line of said Lot Six (6), Block Thirteen (13), Chalco; thence South 00 degrees 05 minutes 01 seconds East, along said East line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 51.81 feet to the point of beginning.

I/We, hereby expressly waive the right to have a survey on the above described property, and in doing so absolve the lender , its successor and/or assigns, **Nebraska Title Company** and its title insurance underwriting company, **Old Republic National Title Insurance Company**, from any liability whatsoever as may result by reason of any and all encroachments affecting subject property.

DATED: April 19, 2013

Sarpy County, Nebraska

By James Wana

REAL ESTATE TAX NOTIFICATION TO PURCHASER

FILE NO.: 0254166

PROPERTY ADDRESS: Part of Lot 6, Block 13, Chalco in W1/2 of 14-14-11, Sarpy County, Nebraska

I/we the undersigned purchaser(s) of the above referenced property, understand that I/we have been given a tax credit debit of \$709.56 from the seller(s) for the 1st 1/2 2012 year's taxes. The 2nd 1/2 2012 taxes will be due and payable by the purchaser in the year as follows: 2nd half delinquent August 1st.

I/we further understand that the Treasurer's Office may not forward a duplicate statement for payment of said taxes unless requested by me. I/we accept full responsibility for payment of these taxes when due and hold Nebraska Title Company harmless from any loss or claim.

Dated: April 19, 2013

Sarpy County, Nebraska

By James Wane



Nebraska Title Company

11336 South 96th Street, Suite
120
Papillion, NE 68046
402-861-9220
www.NebTitleCo.com

SELLER SETTLEMENT STATEMENT

Settlement Date: 04/22/2013

File No: 0254167

Purchaser: Clear Creek Holdings, LLC
15070 Chandler Road
Omaha, NE 68135

Seller: The County of Sarpy, Nebraska
1210 Golden Gate Drive
Papillion, NE 68046

Property: A portion of alley in Block 13, together with a portion of vacated Pitman St, Chalco, in Sarpy County, Nebraska

Description	Debit	Credit
Sales Price		\$7,103.28
Owner Policy to Nebraska Title Company	\$125.00	
Closing Fees to Nebraska Title Company	\$150.00	
Sub Totals:	\$275.00	\$7,103.28
Net Amount Due to Seller:		\$6,828.28

Seller understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. The lender involved may be furnished a copy of this statement.

Seller understands that tax and insurance proration and reserves were based on figures for the preceding year or supplied by others or estimates for the current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

The undersigned hereby authorizes Nebraska Title Company to make expenditure and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.

Nebraska Title Company

I/We hereby acknowledge receipt of this statement.

By: Escrow Agent

The County of Sarpy, Nebraska

By Chairman of the Sarpy County Board

and

By Clerk of Sarpy County



Nebraska Title Company

11336 South 96th Street, Suite
120
Papillion, NE 68046
402-861-9220
www.nebtitleco.com

PURCHASER SETTLEMENT STATEMENT

Settlement Date: 04/22/2013

File No: 0254167

Purchaser: Clear Creek Holdings, LLC
15070 Chandler Road
Omaha, NE 68135

Seller: The County of Sarpy, Nebraska
1210 Golden Gate Drive
Papillion, NE 68046

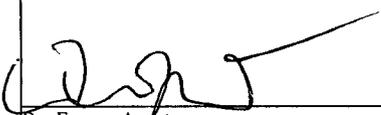
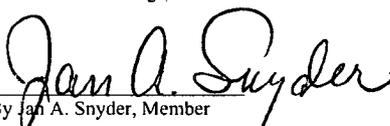
Property: A portion of alley in Block 13, together with a portion of vacated Pitman St, Chalco, in Sarpy County, Nebraska

Description	Debit	Credit
Sales Price	\$7,103.28	
Warranty Deed	\$33.00	
Closing Fees to Nebraska Title Company	\$150.00	
Sub Totals:	\$7,286.28	\$0.00
Net Amount Due From Buyer <i>Purchaser:</i>		\$7,286.28

Purchaser understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. The lender involved may be furnished a copy of this statement.

Purchaser understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others or estimates for the current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

The undersigned hereby authorizes Nebraska Title Company to make expenditure and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.

<p>Nebraska Title Company</p>  <p>By: Escrow Agent</p>	<p>I/We hereby acknowledge receipt of this statement. Clear Creek Holdings, LLC</p>  <p>By Jan A. Snyder, Member</p>
---	--

COUNTER DKH
VERIFY DKH
FEES \$ 16.00
CHG_SFILE
SUBMITTED NEBRASKA TITLE COMPANY - O

NEBRASKA DOCUMENTARY
STAMP TAX
Apr 23, 2013
\$ Ex002 By DKH

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2013-12677
2013 Apr 23 11:05:56 AM
Sheryl J. Dawidling
REGISTER OF DEEDS



SPECIAL WARRANTY DEED

The County of Sarpy, Nebraska, GRANTOR, in consideration of One Dollar and other good and valuable consideration received from Clear Creek Holdings, LLC, as Grantee, conveys to GRANTEE, the following-described real estate located in Sarpy County, Nebraska:

A portion of the alley in Block Thirteen (13), together with a portion of vacated Pitman Street, original town of Chalco, as surveyed, platted and recorded in Sarpy County, Nebraska, more particularly described as follows:

All of the existing alley adjoining Lots One (1) through Three (3) and Lots Six (6) and Seven (7), Block Thirteen (13), extending from a line between the Southwest corner of said Lot Three (3) along the new right of way of Chandler Road to the Southeast corner of said Lot Six (6), thence Northerly to the South right of way of vacated Pitman Street, together with a portion of the South Half of vacated Pitman Street adjoining Lots One (1) and Seven (7), Block Thirteen (13), being the extension of said alley North to the center of said vacated Pitman Street.

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seised of such real estate and that it is free from encumbrances subject to easements, reservations, covenants and restrictions of record.
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend the title to the real estate against the lawful claims of all persons claiming the same or any part thereof by, through, or under Grantor, and none other.

Executed: April 19, 2013.

The County of Sarpy, Nebraska

By *James W. ...*
Chairman of the Sarpy County Board

and

By *Renee ...*
Clerk of Sarpy County *Asst. Deputy*

SPECIAL WARRANTY DEED

The County of Sarpy, Nebraska, GRANTOR, in consideration of One Dollar and other good and valuable consideration received from Clear Creek Holdings, LLC, as Grantee, conveys to GRANTEE, the following-described real estate located in Sarpy County, Nebraska:

A portion of the alley in Block Thirteen (13), together with a portion of vacated Pitman Street, original town of Chalco, as surveyed, platted and recorded in Sarpy County, Nebraska, more particularly described as follows:

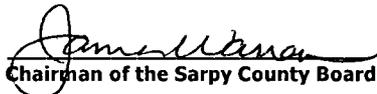
All of the existing alley adjoining Lots One (1) through Three (3) and Lots Six (6) and Seven (7), Block Thirteen (13), extending from a line between the Southwest corner of said Lot Three (3) along the new right of way of Chandler Road to the Southeast corner of said Lot Six (6), thence Northerly to the South right of way of vacated Pitman Street, together with a portion of the South Half of vacated Pitman Street adjoining Lots One (1) and Seven (7), Block Thirteen (13), being the extension of said alley North to the center of said vacated Pitman Street.

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances subject to easements, reservations, covenants and restrictions of record.
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend the title to the real estate against the lawful claims of all persons claiming the same or any part thereof by, through, or under Grantor, and none other.

Executed: April 19, 2013.

The County of Sarpy, Nebraska

By 
Chairman of the Sarpy County Board

and

By 
Clerk of Sarpy County *Deputy*

State of Nebraska

County of Sarpy

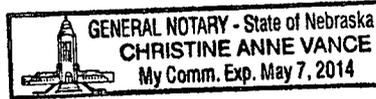
§

The foregoing instrument was acknowledged before me this 9th day of April, 2013, by Tim Warren, (Name), Chairman, (Title) and Renee Lansman, (Name), Chief Deputy, (Title) of The County of Sarpy, Nebraska.

Christine Anne Vance

Notary Public

0254167



Real Estate Transfer Statement

To be filed with the Register of Deeds.
Read instructions on reverse side.

THE DEED WILL NOT BE RECORDED UNLESS THIS STATEMENT IS SIGNED AND LINES 1-25 ARE ACCURATELY COMPLETED

1 County Name Sarpy	2 County Number 77	3 Date of Sale 4-22-2013	4 Date of Deed 4-19-2013
5 Grantor's Name, Address, and Telephone (Please Print) Grantor's Name (Seller) The County of Sarpy, Nebraska Street or Other Mailing Address 1210 Golden Gate Drive City Papillion, NE 68046 State Zip Code Telephone Number (402) 352-5100		6 Grantee's Name, Address, and Telephone (Please Print) Grantee's Name (Buyer) Clear Creek Holdings, LLC Street or Other Mailing Address 15070 Chandler Road City Omaha, NE 68135 State Zip Code Telephone Number (402) 352-5100	

7 PROPERTY CLASSIFICATION NUMBER. Check one box in categories A and B. Check C also if property is mobile home.

(A) Status (1) <input type="checkbox"/> Improved (2) <input checked="" type="checkbox"/> Unimproved (3) <input type="checkbox"/> IOLL	(B) Property Type (1) <input type="checkbox"/> Single Family (4) <input type="checkbox"/> Industrial (7) <input type="checkbox"/> Mineral Interests - Nonproducing (2) <input type="checkbox"/> Multi-Family (5) <input type="checkbox"/> Agricultural (8) <input type="checkbox"/> Mineral Interests-Producing (3) <input type="checkbox"/> Commercial (6) <input type="checkbox"/> Recreational	(C) (1) <input type="checkbox"/> Mobile Home (9) <input type="checkbox"/> State Assessed (10) <input checked="" type="checkbox"/> Exempt
---	---	--

8 Type of Deed
 Warranty Quit Claim Corrective Sheriff Conservator Land Contract Executor Partition Personal Rep. Mineral Trust Bill of Sale Cemetery Other
9. IRC § 1031 Exchange (Was the transfer an IRS like-kind exchange?) Yes No

10 Type of Transfer
 Sale Gift Foreclosure Revocable Trust Court Decree Satisfaction of Contract
 Auction Exchange Life Estate Irrevocable Trust Partition Other (explain)

11 Was ownership transferred in full? (If No, explain the division.) YES NO

12 Was real estate purchased for same use? (if No, state intended use) YES NO

13 Was transfer between relatives, or if to a trustee, are the trustor and beneficiary relatives? (If Yes, check appropriate box)
 YES NO Spouse Parents and Child Family Corporation, Partnership or LLC
 Grandparents and Grandchild Brothers and Sisters Aunt or Uncle to Niece or Nephew Other

14 What is the current market value of the real property?
\$7,103.28

15 Was mortgage assumed? If Yes, state amount and interest rate.
 YES NO \$ %

16 Does this conveyance divide a current parcel of land?
 YES NO

17 Was transfer through a real estate agent? (if Yes, include the name of the agent)
 YES NO

18 Address of Property
None

19 Name and Address of Person to Whom Tax Statement Should be Sent
Jan A. Snyder, Member
15070 Chandler Road
Omaha, NE 68135

20 Legal Description: **See Attached Exhibit "A"**

21 If agricultural, list total number of acres _____

22 Total purchase price, including any liabilities assumed.....	\$7,103.28
23 Was nonreal property included in purchase? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (if Yes, enter amount and attach itemized list)	
24 Adjusted purchase price paid for real estate (line 22 minus line 23)	\$7,103.28

25 If this transfer is exempt from the documentary stamp tax, list the exemption number **2**

Under penalties of law, I declare that I have examined this statement and that it is, to the best of my knowledge and belief, true, complete and correct, and that I am duly authorized to sign this statement

sign here

Jan A. Snyder, Member
Print or Type Name of Grantee or Authorized Representative

Jan A. Snyder
Signature of Grantee or Authorized Representative

(402) 352-5100
Telephone Number

Date **April 19 2013**

Title **Buyer**

REGISTER OF DEEDS' USE ONLY				FOR NDR USE ONLY	
26 Date Deed Recorded Mo. ___ Day ___ Yr. ___	27 Value of Stamp or Exempt Number \$	28 Deed Book	29 Deed Page	30	

EXHIBIT "A"

A portion of the alley in Block Thirteen (13), together with a portion of vacated Pitman Street, original town of Chalco, as surveyed, platted and recorded in Sarpy County, Nebraska, more particularly described as follows:

All of the existing alley adjoining Lots One (1) through Three (3) and Lots Six (6) and Seven (7), Block Thirteen (13), extending from a line between the Southwest corner of said Lot Three (3) along the new right of way of Chandler Road to the Southeast corner of said Lot Six (6), thence Northerly to the South right of way of vacated Pitman Street, together with a portion of the South Half of vacated Pitman Street adjoining Lots One (1) and Seven (7), Block Thirteen (13), being the extension of said alley North to the center of said vacated Pitman Street.

AFFIDAVIT

Kenneth D. Snyder

The Undersigned, and Jan A. Snyder, hereby states that I am the members of Clear Creek Holdings, LLC, and that I am authorized by the members/managers to execute instruments of conveyance including but not limited to deeds, deeds of trust, mortgage or bank notes, as they relate to the real estate owned by the LLC and legally described as:

A portion of the alley in Block Thirteen (13), together with a portion of vacated Pitman Street, original town of Chalco, as surveyed, platted and recorded in Sarpy County, Nebraska, more particularly described as follows:

All of the existing alley adjoining Lots One (1) through Three (3) and Lots Six (6) and Seven (7), Block Thirteen (13), extending from a line between the Southwest corner of said Lot Three (3) along the new right of way of Chandler Road to the Southeast corner of said Lot Six (6), thence Northerly to the South right of way of vacated Pitman Street, together with a portion of the South Half of vacated Pitman Street adjoining Lots One (1) and Seven (7), Block Thirteen (13), being the extension of said alley North to the center of said vacated Pitman Street.

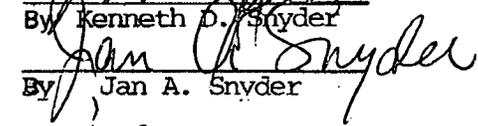
I further state that the Articles of Organization or the Certificate of Organization and the Operating Agreement have not been amended or modified, other than what has been provided to Nebraska Title Company, and that the company has not been dissolved and is currently in good standing with the Nebraska Secretary of State. I further state that there (x) is () is not currently a Statement of Authority on file with the Nebraska Secretary of State.

The undersigned make this representation with the knowledge and understanding that Nebraska Title Company is relying on the truthfulness and accuracy of this statement in agreeing to provide title insurance from time to time on property owned, purchased or sold by the LLC.

FURTHER AFFIANT SAYETH NOT.

Dated: April 8th, 2013

Clear Creek Holdings, LLC

By Kenneth D. Snyder

By Jan A. Snyder
§

STATE OF Nebraska
COUNTY OF Douglas

The foregoing instrument was acknowledged before me on the 8th day of April, 2013 by Kenneth D. Snyder and Jan A. Snyder, members of Clear Creek Holdings, LLC.



Patricia J. Nelson
Notary Public

WAIVER OF SURVEY

FILE: 0254167

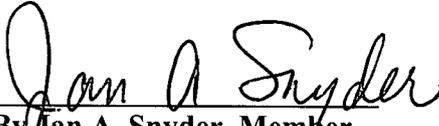
LEGAL DESCRIPTION: A portion of the alley in Block Thirteen (13), together with a portion of vacated Pitman Street, original town of Chalco, as surveyed, platted and recorded in Sarpy County, Nebraska, more particularly described as follows:

All of the existing alley adjoining Lots One (1) through Three (3) and Lots Six (6) and Seven (7), Block Thirteen (13), extending from a line between the Southwest corner of said Lot Three (3) along the new right of way of Chandler Road to the Southeast corner of said Lot Six (6), thence Northerly to the South right of way of vacated Pitman Street, together with a portion of the South Half of vacated Pitman Street adjoining Lots One (1) and Seven (7), Block Thirteen (13), being the extension of said alley North to the center of said vacated Pitman Street.

I/We, hereby expressly waive the right to have a survey on the above described property, and in doing so absolve the lender, its successor and/or assigns, **Nebraska Title Company** and its title insurance underwriting company, **Old Republic National Title Insurance Company**, from any liability whatsoever as may result by reason of any and all encroachments affecting subject property.

DATED: April 19, 2013

Clear Creek Holdings, LLC


By Jan A. Snyder, Member

BUYERS STATEMENT OF UNDERSTANDING

File No.: 0254167

I/We acknowledge receipt of the Title Insurance Commitment and I/we have read and understand the requirements and exceptions set out therein.

I/We acknowledge that if subject property has a private ground water well, the STATE OF NEBRASKA requires a "WATER RESOURCES UPDATE NOTICE" be submitted to the Escrow Company. I/We accept responsibility for obtaining and executing such form prior to closing.

I/We understand that **Nebraska Title Company** is not making any representations as to the physical condition of the property and I/we agree to hold **Nebraska Title Company** harmless from any liability pertaining to the physical condition of the property.

I/We agree that all the terms contained in the Purchase Agreement have been met. I/We further acknowledge that any and all inspections ordered by us or on our behalf have been received and reviewed and all fees for said inspections have been paid in full. I/We further acknowledge that we are satisfied with repairs completed, if any, and require no further repairs to be completed by Sellers. I/We hereby forever release and discharge **Nebraska Title Company**, its agents and its related companies from any and all liability arising out of or connected with contingencies, inspections and repairs.

I/We understand that signed approval of the Closing Settlement Statement shall be considered as authorization to **Nebraska Title Company** to disburse funds as shown thereon, and deliver all instruments held. Faxed signatures will be accepted as authorization, original statements must follow.

I/We agree that in consideration of **Nebraska Title Company** allowing funds to be disbursed for the closing of the above referenced property, if requested by **Nebraska Title Company**, to fully cooperate and adjust any misstatement, inaccuracy, missing document or clerical error, on any or all loan or title documentation deemed necessary to conform with the terms of this transaction. This shall include adjustment to any errors which have been made in the computation of the settlement statement, whether in mathematics or by reason of omission. Further, I/we agree to comply with any request(s) within five (5) days from the date of receipt of such request(s) from **Nebraska Title Company**.

Dated: April 19 2013
Clear Creek Holdings, LLC

Jan A. Snyder
By Jan A. Snyder, Member

SELLERS STATEMENT OF UNDERSTANDING

File No.: 0254167

I/We accept responsibility for obtaining and executing a "WATER RESOURCES UPDATE NOTICE" prior to closing, should the subject property have a private ground water well, per the STATE OF NEBRASKA.

I/We understand and agree that any payoff(s) made on our behalf in this escrow transaction are made by Nebraska Title Company with complete reliance on figures supplied by the lender, creditor or taxing agency. Such figures may not be accurate. In the event that additional funds are required to complete said payoff(s), I/we agree to immediately, upon request by Nebraska Title Company, provide the additional funds needed to complete said payoff(s). In the event Nebraska Title Company suffers a loss due to my/our failure to provide such funds, I/we agree to indemnify Nebraska Title Company for such loss, including all costs of collection and attorneys fees.

I/We agree that all the terms contained in the Purchase Agreement have been met. I/We further acknowledge that any and all inspections and/or repairs ordered by us or on our behalf have been paid in full or will be paid for out of our proceeds at the time of closing.

I/We agree to make myself/ourselves available for contact by Nebraska Title Company for a period of 24 business hours (3 days) prior to closing. I/We will be able to be reached as follows:

I/We agree to review the Closing Settlement Statements at time of closing. Once approved, if changes are necessary, I/we authorize _____, to approve said changes on my/our behalf. The Closing Settlement Statement must be signed prior to disbursement of any funds. Signed approval of the Closing Settlement Statement shall be considered as authorization to Nebraska Title Company to disburse funds as shown thereon, and deliver all instruments held. Faxed signatures will be accepted as authorization, original signed Statements must follow.

Check here if you need us to make special arrangements for your proceeds check.

Please forward the net proceeds check by:
 Overnight Mail (Additional charges will apply)
 Regular mail service
Address to send check: _____

Please wire transfer (Additional charges will apply)
Name of Bank: _____
City and State: _____
ABA No.: _____ Acct. No.: _____
Name on Account: _____
Recipient's Address: _____

I/We authorize the proceeds to be:
 personally picked up by me/us delivered by a Real Estate Agent
 US Post Office overnight mail, with applicable fees being deducted directly from the proceeds check

I/We agree that in consideration of Nebraska Title Company allowing funds to be disbursed for the closing of the above referenced property, if requested by Nebraska Title Company, to fully cooperate and adjust any misstatement, inaccuracy, missing document or clerical error, on any or all loan or title documentation deemed necessary to conform with the terms of this transaction. This shall include adjustment to any errors which have been made in the computation of the settlement statement. whether in mathematics or by reason of omission. Further, I/we agree to comply with any request(s) within five (5) days from the date of receipt of such request(s) from Nebraska Title Company.

Dated: April 19, 2013.

The County of Sarpy, Nebraska

By [Signature]
Chairman of the Sarpy County Board

and

By [Signature]
Clerk of Sarpy County [Signature]

COMMERCIAL AFFIDAVIT AND INDEMNIFICATION

State of Nebraska

§

County of Sarpy

FILE NO. 0254167

The undersigned, hereinafter referred to as affiant, whether one or more and whether masculine or feminine, being of lawful age and being first duly sworn upon oath deposes and says:

1. That this affidavit is given for the purpose of inducing **Old Republic National Title Insurance Company** to issue its policy of title insurance on the property legally described as follows:

A portion of the alley in Block Thirteen (13), together with a portion of vacated Pitman Street, original town of Chalco, as surveyed, platted and recorded in Sarpy County, Nebraska, more particularly described as follows:

All of the existing alley adjoining Lots One (1) through Three (3) and Lots Six (6) and Seven (7), Block Thirteen (13), extending from a line between the Southwest corner of said Lot Three (3) along the new right of way of Chandler Road to the Southeast corner of said Lot Six (6), thence Northerly to the South right of way of vacated Pitman Street, together with a portion of the South Half of vacated Pitman Street adjoining Lots One (1) and Seven (7), Block Thirteen (13), being the extension of said alley North to the center of said vacated Pitman Street.

with an address of , , .

2. That the owner (whether one or more) of the described property is:

The County of Sarpy, Nebraska

3. The owner's use and enjoyment of the property has been peaceful and undisturbed and the title to the property has never been disputed or questioned to my/our knowledge, nor do I/we know of any facts by reason of which title to, or possession of the property might be disputed or questioned, or by any reason of which any claim to the property or any portion thereof might be adversely asserted.
4. That no one is in possession of said property other than the owner above named and the tenants of said owner who occupy same. A complete list of all parties in possession (Tenants) of any portion of the property is attached hereto and made a part hereof. There are no other tenancies, leases, parties in possession or other occupancies of the property, and all tenants are as tenants only, with no right of first refusal or options to purchases. If no tenants or other parties are in possession of said property state "None" on the space provided. _____.
5. That the named owner has owned the described property and the improvements thereon exclusively and continuously for more than twelve (12) months preceding the date hereof, and that no improvements have been erected upon the described property within twelve (12) months preceding the date hereof, and that without exception, no alterations or repairs have been made to any existing improvements on said real estate within the last twelve (12) months, for which all bills for labor and materials have not been paid in full.
6. I/We know of no contract for the making of repairs or improvements on the property except as follows: (Attach exhibit if necessary or state if not applicable – Do Not Leave Blank). _____.

7. That there are no unpaid special assessments levied against the Property as of the Closing date.
8. That all management fees and site and/or assessment fees are fully paid.
9. Owner has not received any notice of future improvements which might result in special assessments.
10. There are no unrecorded contracts, leases, easements, agreements, documents, notices of claims relating to the property, other than _____. (If none, state "NONE").
11. Owner has not received notice of any violation of any covenants, conditions or restrictions, if any, affecting the property.
12. If improvements are located on the Property, the undersigned has not been notified of any zoning violations or violations of local setback or building restrictions regulations.
13. The affiant has no knowledge of underground pipes, cables, conduits, ditches or drain tiles crossing the property.
14. There are no poles, wires or lines crossing the property which serve other property.
15. There are no shared driveways or party walls except: _____. (If none, state "None".)
16. There are no encroachments of buildings, walks, fences, drives or any other improvements from the property of the affiant onto adjoining property (including streets and alleys), or onto easements or setbacks, nor are there such encroachments of adjoining property improvements onto the affiant's property.
17. That no proceedings in Bankruptcy have ever been instituted by or against the aforesaid owner nor has said owner ever made an assignment for the benefit of creditors; that no action or proceeding relating to said property or owner is now pending in any state or federal court, and no judgment or any state or federal tax lien of any kind of nature whatsoever exists which now constitutes a lien upon the aforesaid property, except as stated herein.
18. Seller/Owner agrees to indemnify and hold harmless Old Republic National Title Insurance Company and Nebraska Title Company against all payments and expenses, including court costs and attorney fees, if any of the above representations prove inaccurate in whole or part.

Dated this 19th day of April, 2013

The County of Sarpy, Nebraska

By 
 Chairman of the Sarpy County Board

and

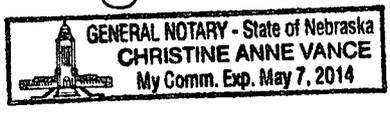
By 
 Clerk of Sarpy County Chief Deputy

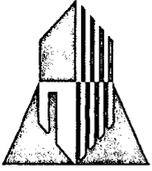
State of NEBRASKA

County of Sarpy §

The foregoing instrument was acknowledged before me this 19th day of April, 2013, by Jim Warren, (Name), Chairman, (Title) and Renee Lansman, (Name), Chief Deputy, (Title) of The County of Sarpy, Nebraska.

Christine Anne Vance
Notary Public





SERVICE BEYOND
EXPECTATION
SINCE 1947

NEBRASKA TITLE COMPANY

June 29, 2013

The County of Sarpy, Nebraska
Attention: Michael Smith
1210 Golden Gate Drive
Papillion, NE 68046

RE: Sarpy County, Nebraska and Clear Creek Holdings,
LLC
Our File Number 0254166
Our Policy Number OX-08937453

Dear Mr. Smith:

Enclosed you will find the Old Republic National Title Insurance Company Owner's Policy issued in connection with the above-referenced property transaction. This Owner's Policy is your evidence of the ownership of your property. It should be kept in a safe place with your other valuable documents.

If you have any questions concerning the enclosed policy, please don't hesitate to give us a call.

Thank you for choosing Nebraska Title Company for your title insurance and escrow closing needs.

Sincerely,

Nebraska Title Company

John Weber
Final Policy
Commercial Department

Enclosure: as stated

PRIVACY POLICY



Nebraska Title Company
11336 South 96th Street, Suite 120
Papillion, NE 68046
402-861-9220

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information--particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information, which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Type of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on application, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer-reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties, except; (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

OWNER'S POLICY OF TITLE INSURANCE

Policy Issuer:
NEBRASKA TITLE COMPANY
6003 OLD CHENEY ROAD
SUITE 300
LINCOLN, NE 68516
PHONE: 402-476-8818



Policy Number **OX-08937453** File Number: **0254166**

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

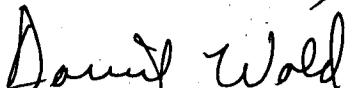
1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Countersigned:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111



Authorized Officer or Licensed Agent

By  President
Attest  Secretary

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective

(a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

- (i) to be timely, or
- (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

(a) a fraudulent conveyance or fraudulent transfer; or
 (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

OWNER'S POLICY OF TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

By its Agent:

Nebraska Title Company

11336 South 96th Street, Suite 120, Papillion, Nebraska 68046
402-861-9220

SCHEDULE A

Name and Address of Title Insurance Company:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
400 Second Avenue South
Minneapolis, Minnesota 55401

File No.: **0254166**

Policy No.: **OX-08937453**

Address Reference: **N/A**

Amount of Insurance: **\$8,736.30** Premium: **\$100.00**

Date of Policy: **April 23, 2013 at 9:34 am**

1. Name of Insured:

Sarpy County, Nebraska

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Sarpy County, Nebraska

4. The Land referred to in this policy is described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof



EXHIBIT "A"

A part of Lot Six (6), Block Thirteen (13), Chalco, a subdivision located in the West Half (W $\frac{1}{2}$) of Section Fourteen (14), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section 14; thence South 89 degrees 21 minutes 02 seconds West (assumed bearing), along the South line of said Northwest Quarter of Section 14, a distance of 390.46 feet; thence North 00 degrees 38 minutes 56 seconds West, a distance of 5.12 feet to a point on the North right-of-way line of Railway Street, said point also being the Southeast corner of said Lot Six (6), Block Thirteen (13), Chalco, said point also being the point of beginning; thence North 61 degrees 03 minutes 25 seconds West, along said North right-of-way line of Railway Street, said line also being the South line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 146.82 feet; thence North 77 degrees 59 minutes 25 seconds West, along said North right-of-way line of Railway Street, said line also being said South line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 12.11 feet to the point of intersection of said North right-of-way line of Railway Street and the East right-of-way line of Kearney Avenue, said point also being the Southwest corner of said Lot Six (6), Block Thirteen (13), Chalco; thence North 00 degrees 03 minutes 49 seconds West, along said East right-of-way line Kearney Avenue, said line also being the West line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 10.39 feet; thence South 77 degrees 05 minutes 25 seconds East, a distance of 143.90 feet to a point on the East line of said Lot Six (6), Block Thirteen (13), Chalco; thence South 00 degrees 05 minutes 01 seconds East, along said East line of said Lot Six (6), Block Thirteen (13), Chalco, a distance of 51.81 feet to the point of beginning.

OWNER'S POLICY OF TITLE INSURANCE

Issued by
Old Republic National Title Insurance Company

SCHEDULE B

File No.: **0254166**

Policy No.: **OX-08937453**

EXCEPTIONS FROM COVERAGE

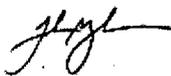
This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. **Easements, or claims of easements, not shown by the Public Records.**
2. **Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.**
3. **Taxes for the year 2011 County and all prior years and taxes for the first half 2012 County are shown as paid in full. Taxes for the second half 2012 County are not delinquent until August 1, 2013.**

Parcel ID Number 010332529: (Lots 6 & 7, Block 13)

Countersigned
Nebraska Title Company

By



CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution; or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "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 insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to

purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

CONDITIONS (con't)

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this

policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

CONDITIONS (con't)

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. 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. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this

policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.